



Finance/Personnel Committee

Regular Meeting

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

Agenda

Tuesday, June 13, 2023

7:30 PM

Council Chambers and Virtual

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **June 13, 2023 at 7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET, DE PERE.**

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

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

OR

You can also dial in using your phone.

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

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

Access Code: 154-883-285

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

Call to Order

1. Roll Call
2. Approval of the Minutes of the May 9, 2023, Regular Meeting of the Finance/Personnel Committee.
3. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Finance/Personnel Committee. §6-3(f) DPMC
4. Consideration and Possible Action on the May 2023 Police Overtime Report.
5. Consideration and Possible Action on the Fire Department Overtime and LifeQuest Services Billing Reports for May, 2023.
6. Consideration and Possible Action of Proposal for Fire Department Study.*
7. Recommendation and Possible Action of Information Technology Department and Administration Organizational Changes*
8. Consideration and Possible Action on Draft Ordinance Amending DPMC Section 6-11 Telephonic/Video-Conference Meeting Attendance.*
9. Consideration and Approval of WI Lead-in-Water Testing and Remediation Initiative.*
10. Consideration and Possible Action for an Agreement with Robert E Lee and Associates to prepare the necessary documentation for a potential stream relocation project on Parcel WD-D0077 located on Venture AV and Fortune AV.* (TID No. 11)*
11. Consideration and Possible Action on approval of preliminary 2023 borrowing.*
12. Consideration and Possible Action on 2022 budget items carried forward to 2023.*

13. Consideration and Possible Action on the City of De Pere Investments and Cash Detail report for April 2023.
14. Future agenda items.
15. Adjournment

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

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

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 13, 2023

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Approval of the Minutes of the May 9, 2023, Regular Meeting of the Finance/Personnel Committee.

ATTACHMENTS:

- May 9, 2023 Minutes-DRAFT (PDF)



Finance/Personnel Committee

Regular Meeting

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

Draft Minutes

Tuesday, May 9, 2023

7:00 PM

Council Chambers and Virtual

1. Call to Order. The meeting was called to order at 7:00 PM by Mayor James Boyd.

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

Also Present: Fire Chief Alan Matzke, City Attorney Anthony Wachewicz, City Administrator Lawrence Delo, Development Services Director Daniel Lindstrom, Attorney Patrick Leigl, Human Resources Director Shannon Metzler, Attorney Sean Lees, GIS Manager/Project Manager William Boyle (remote), Finance Director-Treasurer Pamela Manley, Health Director/Officer Deborah Armbruster (remote), Tina Quigley of Definitely De Pere (remote), Maintenance Supervisor Thomas Blohowiak, Public Works Director Scott Thoresen, Police Chief Jeremy Muraski (remote), Jessica Diederich of Greater Green Bay Habitat for Humanity, Parks, Recreation & Forestry Director Marty Kosobucki, members of the De Pere Fire Department and members of the public.

2. Election of the Vice Chair of the Finance/Personnel Committee.

Mayor Boyd requested nominations for Vice Chair. Aldersperson Chandik Kundingner nominated Aldersperson Quigley. Mayor Boyd indicated a second was not needed.

Mayor Boyd closed nominations as no additional nominations were presented.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Chandik Kundingner, Aldersperson
AYES:	Perock, Gantz, Boyd, Kundingner, Quigley

3. Approval of the Minutes from the April 11, 2023, Regular Meeting of the Finance/Personnel Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	John Quigley, Aldersperson
AYES:	Perock, Gantz, Boyd, Kundingner, Quigley

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

None.

5. Consideration and Possible Action on Fire Union Grievance Denial Appeal.

Mayor Boyd introduced Attorney Patrick Leigl of the Village of Ashwaubenon who is advising the Committee as City Attorney Anthony Wachewicz will be representing the

City. Attorney Liegl explained the process for the hearing and that he would provide guidance to the Committee as special counsel.

Attorney Sean Lees of MacGillis Wiemer presented first on behalf of the Local Fire Union and the Grievant, Lieutenant Lotter in appeal of the denial of his grievance, Step 2 of the process. Lt. Lotter was disciplined regarding a February 1, 2023, non-transport call and a February 6, 2023, transport call. Both calls resulted in good outcomes for the patients and involve the process of taking vitals, specifically blood pressure readings. The 2/1 incident involved a fallen patient and while a blood pressure reading was attempted there was an equipment issue in that the cuff malfunctioned and would not hold air. A discussion occurred with Lt. Lotter after this incident that it is mandatory to take vitals, including blood pressure, even on non-transport calls. The 2/6 patient was transported to the Emergency Room for breathing difficulties; the blood pressure reading was attempted during transport, and again there were issues with equipment timing out and not registering; the continuous positive airway pressure (CPAP) was not working properly either and the hose was blowing air. A judgment call was made to get the patient to the hospital for treatment. Lieutenant Lotter looked at the totality of the circumstances and elected to get treatment to the patient as soon as possible and thought this action was in the best interest of the patient; there was a positive outcome for the patient. He did not have success in taking blood pressure; there is an expectation of full vitals for all calls. He brought the issue to the attention of his Battalion Chief for both incidents as soon as he was able.

These two situations initiated an internal investigation and interviews, which resulted in the written reprimand letter from the Chief. The Union believes the discipline is not warranted as to an extension of a probationary period as Lt. Lotter was not on probation; the contract does not reference probationary periods for promotions, but that the Police and Fire Commission (PFC) will govern the rules. Documents were requested related to rules regarding promotions and probationary periods; no documents were provided, and the general City policy carves out police and fire (as represented) from the probationary policy. Further, the Performance Improvement Plan (PIP) is a disciplinary measure that is inappropriate under the totality of the circumstances; no objective measures are shown as to how to get off the plan or goals and measures of the PIP; no additional documentation was received stating what the objectives are; and the PIP indicates Lt. Lotter will be subject to further discipline if he doesn't comply, up to and including termination. It is their position this is not a disciplinary situation, and the consequences of a full-blown investigation will make members of the department afraid to bring up issues that happen in the field. Ultimately, Attorney Lees believes an appropriate remedy is to consider coaching sessions for these instances and requests withdrawal of the disciplinary letter, specifically regarding the probationary period and PIP.

Chief Matzke spoke on behalf of the City and referenced an internal investigation that precipitated this incident, where the omission of some caregivers did cause great harm to a patient in not taking blood pressure. Discipline was executed and Lt. Lotter was part of those discussions and was well aware of the issue. Chief Matzke believes that prior to Lt. Lotter advising of the 2/1 incident, it was already flagged through quality assurance, which prompted the Battalion Chief on duty to circle back with him as to what happened. A robust remediation plan has also occurred hosted by the Medical Director (a 3-hour Continuing Medical Education training) on documentation and collecting vital signs for liability reduction. A directive was given that "you will take a blood pressure on every

call"; there is no excuse not to take BP when the organization is on high alert. While he understands there was no patient harm, a lieutenant is "a working boss" of the department, will make or break the success of the organization, and is essential to enforcing policy, procedure and protocol. When the directive was not followed, it was immediately remediated, and Lt. Lotter got defensive when questioned. Lt. Lotter documented the malfunctioning equipment, but there is extra equipment available and other avenues to utilize. Lt. Lotter acknowledged the 2/1 matter after directive coaching and remediation and indicated that he will make every effort to obtain vitals going forward, and another instance then occurred on 2/6. Another training session conducted by Dr. Zemple advised that while the CPAP is used for difficulty breathing, it cannot be used on someone who has not had vitals or BP taken. A lieutenant must support department procedure and Lt. Lotter did not execute his directive.

City Attorney Wachewicz provided comments to the Union's position on probation and the PIP. Addressing the extension of probation, Lt. Lotter was appointed by the Chief via letter in April of 2022 within his inherent authority under Wis. Stats. Section 62.13(4) to appoint subordinants, subject to approval by the PFC, and is subject to any employee or any position in the department. The City believes that under the Collective Bargaining Agreement (CBA), coupled with the Chief's authority, provides his ability to promote, put promotees on probation and to control the probation process. It is a condition to success in employment and is valid as to the matter at hand. The PIP is something that is a work in progress and is not disciplinary in nature; therefore the PIP is not subject to the grievance proceedings.

Attorney Lees indicated in rebuttal that the contract is a negotiated binding agreement; he has concerns with the Chief saying Lotter was on a probationary period and believes he cannot do it as it is not in the contract and cannot be done retroactively without prior notice. Article 5 of the CBA does not reference probationary periods for promotions. The PFC is tasked with governing rules regarding promotions; Lt. Lotter was not provided notice of probation. Attorney Lees disagrees with the Chief and believes the instances subject to this matter are two different situations and emphasized the positive outcomes. The PIP letter indicates it is a disciplinary letter and is categorized as discipline; Attorney Lees is concerned it is a work in progress, weeks or months following the incident, and into the six-month time period the PIP is not in place. The Union is prepared to move forward as fundamental issues regarding notice are concerning. The Union again requests that the Committee find in favor of the Grievant and consider both instances for coaching as Lt. Lotter brought forward the issues as soon as he could.

Chief Matzke replied that in his 37 years with the department, he has held all positions with the exception of mechanic and understood that he was on a probationary period with each position change and believes there are certainly others who felt that way also. CA Wachewicz added that the contractual language indicates "a newly appointed employee" and is not specific to new hires; a probationary period demonstrates qualifications for positions and is not limited to firefighters. He indicated that the PIP is included in the written warning letter, it is a separate matter designated as non-disciplinary.

Mayor Boyd indicated that the CBAs are always subject to some interpretation and thanked both sides for their explanations. In response to Mayor Boyd, Chief Matzke explained that there is always some equipment failure, but they build in redundancies for

extra equipment, and the Medical Director advised there is no debate on taking vitals and the order was issued prior to these calls. Staff has attempted to recreate the issue with the CPAP machine and have not been able to recreate it.

In response to Alderperson Gantz, Chief Matzke advised that the manual blood pressure cuff involved in the first incident had a leak, was disposed of, and a new one was issued. As to the second call, the automatic cuff didn't work well; the issue was because the patient's blood pressure was so far out of normal, the machine was incapable of reading it. Lt. Lotter stated that it cannot be determined that the blood pressure reading was outside of normal, because he was unable to take it, and added that the device does not work well on bumpy roads. As to the manual cuff and the CPAP machine, he has never seen or experienced either of those incidences before in his career. Chief Matzke read the portion of the report that indicates that blood pressure was well outside of normal limits at the ER. Human Resources Director Shannon Metzler added that regardless of the malfunction, there were other means available; the biggest failure was not using other resources.

Alderperson Quigley clarified that Lt. Lotter would have received the same training in January regardless of his position title. Mayor Boyd asked about vitals taken at the scene to which Chief Matzke indicated that a person with respiratory distress may have vitals taken in the ambulance en route. In response to Ald. Gantz, Lt. Lotter explained that based on concern for the patient being in severe respiratory distress and indicating the same experience a week or two prior, he elected to get the patient to the hospital without delay as the BIPAP treatment at the hospital provided relief previously. He made the decision to get the patient the care they needed in the ER as he had issues relying on the automated cuff during transport. He acknowledged the non-transport situation was an error in decision making not to retrieve another monitor; however, the patient presented no injury or illness. In response to Alderperson Chandik Kunding's question on documentation and probationary, Chief Matzke indicated in this situation remediation was done in a training in January to order one full set of vitals for non-transports and two full sets for transports. Discipline has been more severe in other cases. Lt. Lotter will get a note and a coaching document; his position is pivotal to the organization and lieutenants need to have critical thinking skills and uphold policy, procedure and protocol.

Attorney Lees indicated that the disciplinary letter is dated March 20, and as of May 9, the PIP is not written or implemented. CA Wachewicz indicate that the PIP is pending as part of this process.

Attorney Liegl explained the closed session process and that once reconvened in open session it is only for the purpose of stating the motion of the Committee's decision and not for further discussion or questions.

Mayor Boyd made a Motion to go into closed session at 7:45 PM; seconded by Alderperson Gantz; Motion carried by unanimous roll call vote; he then read the closed session language.

Mayor Boyd made a Motion to return to regular order at 8:02 PM; seconded by Alderperson Gantz; Motion carried by unanimous roll call vote.

Mayor Boyd thanked Attorney Lees, Lt. Lotter and those involved in the presentation of this matter and indicated it was not an easy decision.

Mayor Boyd made a Motion to deny the grievance and uphold the Chief's actions in this matter in their entirety; seconded by Alderperson Quigley.

Mayor Boyd then thanked Attorney Leigl for his assistance with this matter.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	John Quigley, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

6. Consideration and Possible Action on the April 2023 Police Overtime Report.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Devin Perock, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

7. Consideration and Possible Action on the Fire Department Overtime and LifeQuest Billing Reports for April, 2023.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Pamela Gantz, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

8. Recommendation and Possible Action to Decrease Number of Hours for Lifeguard Certification/Recertification Cost Reimbursement*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Pamela Gantz, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

9. Consideration and Possible Action on purchase of indoor drone for Public Safety Enhancement.*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

10. Consideration and Possible Action on 2023 Tax Bill Preparation Agreement with Brown County.*

Finance Director-Treasurer Manly advised that there is no difference from last year's agreement.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Devin Perock, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

11. Review and Possible Action on City of De Pere Investments and Cash Detail report for March 2023.

Finance Director-Treasurer Manley explained there is a memo in the packet and the Committee should have received an e-mail with attachments initially missed from packet. She indicated in summary that the City is doing well financially.

Mayor Boyd made a Motion to place the cash and investment report on file; seconded by Alderperson Perock.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Devin Perock, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

12. Consideration and Possible Action on Funding for Environmental Testing for Nelson Pavilion.

Mayor Boyd advised that this item is for the testing needed result from this item being recently removed from a previous Common Council agenda.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Pamela Gantz, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

13. Consideration and Possible Action on funding the City Hall front desk remodel*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

14. Consideration and Possible Action for a proposed purchase/sale agreement option terms with And Beyond, LLC for Parcel WD-1138 for a future expansion for Infinity Machine currently located at 2249 American Boulevard*

Development Services Director Lindstrom advised that in 2010 and 2015, options have been utilized to secure property for expansion by And Beyond/Infinity Machine in the West Business Park. An option is being requested again for future development of a research and development center. DSD Lindstrom showed the proposed location and indicated a base analysis of terms is in the packet with a basic site plan. The previous sale option is planned to be used as a baseline template as it was a good agreement for both parties. This option is for 8.9 acres, with \$360,000 of sale land value, for a 36-month period. It will contain stipulations for timelines of development and does not preclude Developer to request a deviation to amend the agreement for TIF assistance, but also allows them to exercise the option and move forward with development.

Mayor Boyd clarified his Motion to approve the proposed Sale-Option terms; seconded by Alderperson Chandik Kunding.

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

15. Consideration and Possible Action on a 270-day Planning Option request from Smet Construction Services for a portion of Parcel WD-L492-B (West Industrial Park)*
- Development Services Director Lindstrom advised that this item for Smet is a shorter-term planning option, similar to the one approved in December with Musket Corp. The Planning Option is becoming a more utilized tool, as a result of changes in rates and construction costs as developers are looking at multiple locations. Smet will work with its client on a potential location to see if the area works. Staff has a good baseline template for the option agreement. DSD Lindstrom shared a sample rendering with the Committee, along with the terms specified in the memo in the agenda packet.

Upon further discussion, in response to Alderperson Quigley, DSD Lindstrom explained that the Wisconsin Public Service Distribution Center is carved out of the property that is shaded in blue in the Memo.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Quigley, Alderperson
SECONDER:	James Boyd, Mayor
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

16. Consideration and Possible Action on the utilization of the Housing Affordability Funds “Deeper Roots - Housing Stock Improvement Program”*
- Development Services Director Lindstrom advised that he drafted the memo for all four program items together but listed them individually on the Agenda so that the Committee could discuss, approve or make any adjustments to proposed dollar amounts.

In January, a discussion occurred regarding a menu of options that the Common Council weighed during the American Rescue Plan Act (ARPA) study session, modeled off other communities’ best practices. The Affordable Housing Stock Improvement Loan Program is intended to make housing improvements for homeowners meeting certain criteria. Loan awards will be a maximum of \$20,000 at zero interest for a 10-year term, with no payment for first five years. This is more generous than other communities as drafted and is limited to those making 100% or less of the median county income. Only single- or two-family homes with assessed value at or below 120% of the median assessed value is proposed to be eligible; however, staff has since researched eligibility further and recommends a reduction to 100% of the median assessed value be used.

In discussion with Alderperson Chandik Kunding, DSD Lindstrom advised that \$500,000 be initially allocated to try to get to the most targeted neighborhoods, but it can be expanded if not being utilized; the purpose is to get the older housing stock. The Mayor added that \$100,000 is to be funded by ARPA, and he made a Motion to approve, for homes below 100% of the median assessed value; seconded by Alderperson Gantz.

Upon further discussion, in response to Alderperson Quigley, DSD Lindstrom confirmed there will be a new map.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Pamela Gantz, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

17. Consideration and Possible Action on the utilization of the Housing Affordability Funds “Look Up Downtown - Upper Story Residential Activation and Renovation Program”*

Development Services Director Lindstrom advised that Look up De Pere is a targeted approach for upper stories in downtown properties aimed to offset lost affordable units such as those in the 100 South Broadway block and the potential loss of Lawton Apartments due to the expiration of the 30-year requirement. This program will bring affordable units to downtown, providing five-year forgivable loans to building owners for improvements that establish residential units above storefronts at \$5,000 per unit up to six units, for a maximum of \$30,000, limited for affordability pursuant to Wisconsin Housing and Economic Development Authority (WHEDA) income and rent limit standards and reporting on an annual basis over the 60 months.

In response to Administrator Delo, DSD Lindstrom advised that he will be monitoring reporting and tracking for the program, although it could be contracted as an affordability expense.

Upon further discussion Alderperson Quigley verified that these programs will require Council approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Pamela Gantz, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

18. Consideration and Possible Action on the utilization of the Housing Affordability Funds Habitat for Humanity “Rock the Block” Program*

Development Services Director Lindstrom indicated this item is for the Rock the Block program and introduced the Executive Director of Habitat for Humanity, Jessica Diederich. They met last year regarding this opportunity and they are excited to bring it forward to the Committee.

Ms. Diederich advised that Habitat for Humanity's main mission is to provide affordable housing; they work as a mortgage company and builder to provide zero interest mortgages and build homes to address affordable housing and to help individuals stay in current housing. The Rock the Block Program targets aging homes with repairs that are not able to be done affordably by those within certain income guidelines. Habitat partners with municipalities to go into predetermined neighborhoods to do exterior improvements for up to 30 projects. Habitat does all the administrative and scope work for projects to improve the exterior of homes; it improves an entire neighborhood and is great for communities. Habitat proposes to launch the Brown County program in De Pere for a neighborhood that the City believes could use the help. It is a week-long

event, with volunteer groups assigned to homes to work on projects and a celebration follows once work is accomplished.

In response to Mayor Boyd, DSD Lindstrom explained that the total funding from the City for this program is \$400,000 for a project neighborhood on each side of the river (\$50,000 of ARPA funding, \$150,000 of affordability funds and businesses/corporate donations of \$200,000 to match the City portion); one side of the river planned in 2024 and the other side in 2025 or 2026.

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

19. Consideration and Possible Action on the utilization of the Housing Affordability Funds to reserve the remaining Housing Affordability funds for (1) a residential lot purchase program to grant residential lots to non-for-profits to infill within newly planned neighborhoods, and (2) include capitalizing funding for affordable housing units in multi-family TIF developments.*

Development Services Director Lindstrom advised that this item is a summary program for utilization of the remaining funds in a more flexible manner, being a reserve fund, with each individual project coming before this Committee and Council for approval. A lot purchase program would have the potential to increase affordable housing in newer neighborhoods, where the City could buy targeted lots to sell at a reduced rate to a non-profit and there is also opportunity to flex residential infrastructure projects. This is meant to be a funding pool to be available as opportunities arise.

The second part of this program is to capitalize funding for multi-family projects, which would allow the City to serve as the "WHEDA element" to allow for projects the City would not otherwise qualify for. Similar to the upper story program, it would mirror a WHEDA program with similar reporting and potentially a consultant could manage the requirements; it is possible to contract with WHEDA for management as well. TIF funds could be used, but there is not a capacity to help as much, so this program could boost that opportunity and bring affordable units into an existing project.

Upon further discussion Administrator Delo asked if it would be predetermined who would be working on the project before a lot is sold due to private covenants which may make the home out of range to build to which DSD Lindstrom explained there would be flexibility to work with developers and home builders; the builder would need to meet the private covenants required of developer and many housing programs have sample plans to meet these levels. In response to Mayor Boyd's question on whether developers would be willing to cooperate in this program, DSD Lindstrom explained that their main concern is that a lot is sold and a home is filled, but many housing programs have a substantial education piece on home ownership and continued follow-up to make certain the ownership is a success.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Pamela Gantz, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

20. Consideration and Possible Action to issue a Request for Proposals (RFP) to hire a consultant to prepare a Locally Funded Revolving Loan Program with the former CDBG - Revolving Loan Fund (RLF).*

Development Services Director Lindstrom advised that the City received \$600,000 from the state in closure of the Community Development Block Grant (CDBG)-Revolving Loan Fund (RLF) program. One-third of the funding was ultimately used for COVID grants and loans, which should be available for reuse at the end 2024 or early 2025. This item proposes a locally funded RLF program. The former program was focused on job creation, a locally funded program will allow the City to craft its own language and focus on certain types of business growth, but the City will need a consultant to help facilitate program creation and will likely need to partner with a local financial institution to help facilitate the process. \$800,000 is the targeted initial amount to fund the new RLF program.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Pamela Gantz, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

21. Consideration and Possible Action on the relaunch and rebrand of the Downtown Business Recruitment Program.*

In 2021, the City created a business recruitment program. The program was underutilized due to the state's Badger Bounceback Program, which has now exhausted funding for recruiting business, so this proposal establishes a grant geared toward experienced-based businesses. Staff proposes \$150,000 of initial funding for \$5,000, \$10,000 or \$15,000 grants based on scoring; changes to the program were incorporated by the former City Attorney. The grants would be retroactive to January 1 of this year and would include major expansions as well. The Mayor clarified that the business must be located in the Main Street District.

Mayor Boyd made Motion to approve initial funding in the amount of \$150,000, retroactive to January 1, for the "Experience De Pere" program; seconded by Alderperson Chandik Kunding.

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

22. Consideration and Possible Action for the creation of a Brownfield Property Acquisition and Remediation Program.*

Development Services Director Lindstrom advised that staff proposes using the remaining funding for remediation of Brownfield properties not in tax increment districts. It can be difficult for funding properties outside of a TID. It is proposed that \$410,000 be reserved for initial funding of the program.

Upon further discussion, Alderperson Quigley thanked DSD Lindstrom for all the work required in assembling these program proposals.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Pamela Gantz, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

23. Consideration and Possible Action to reconfigure and relocate a temporary berm on Parcel WD-L492-B*

Development Services Director Lindstrom advised that this berm was initially intended to be fill for the Southern Bridge project.

Residents have requested the berm to be permanent, and due to the new Brown County Landfill, the fill may not be needed for the Southern Bridge, so it is possible to keep the berm and reconfigure it to comply with the transitional buffer requirements.

The berm is shown on a diagram in the packet, and the plan is to level the soil stockpile and extend it to treat adjacent properties the same. This would also clear the parcel for potential development.

He then showed a proposed configuration to the Committee and reviewed parameters and transitional yard requirements. Staff will work with Engineering to relocate the berm and work is expected to be completed later this year.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Devin Perock, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

24. Future agenda items.
None.

25. Adjournment.

Mayor Boyd made a Motion to Adjourn, seconded by Alderperson Perock. Upon unanimous vote, the meeting adjourned at 9:00 p.m.

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

Respectfully submitted,
Angela Zills



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 13, 2023

DEPARTMENT: Police

FROM: Jeremy Muraski

SUBJECT: Consideration and Possible Action on the May 2023 Police Overtime Report.

The overtime (OT) report covers the month of May 2023. May 2023 overtime was much lower than May 2022 and lower than May 2021.

Sick Relief Overtime accounted for only 18.5 hours. Training overtime was 174 hours and included Defense and Arrest Tactics (DAAT).

Staffing Level OT accounted for 97 hours, down from 263 in March and 127.75 in April.

2 New hires are in Field Training. It will be 12-13 weeks before they count toward staffing and help ease the OT burden. Another Officer will be sworn in on July 14th, but will also need 16 weeks of Field Training.

I have updated the trend chart to help visualize overtime budget trends. We are currently projecting to exceed budgeted overtime with a projected total thus far of just over \$250,000.

ATTACHMENTS:

- 2020 PD OT Summary (PDF)
- 2021 PD OT Report Summary (PDF)
- 2022 PD OT Summary (PDF)
- May 2023 PD OT Report (PDF)
- Trend Chart May 2023 (PDF)

**DEPARTMENT OF POLICE
OVERTIME BY REASON
2020**

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

TOTAL OVERTIME BUDGET : \$ 175,000.00

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

PERCENT OF TOTAL BUDGET : 135%

NOTES:

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

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

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

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

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

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

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

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

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

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

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

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

Additional notes

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

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

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

*TOTAL OVERTIME BUDGET: \$ 175,000.00

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

PERCENT OF TOTAL BUDGET: 116%

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

REASON	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
OFFICER SICK RELIEF	29.25	18.75	40.50	5.50	3.75	7.50	39.75	4.50	3.75	39.75	46.25	47.50	286.75
OFFICER WORKED ON HOLIDAY	58.25	9.75	8.00	34.75	81.25	18.00	60.00	16.75	114.75	24.25	54.25	120.00	600.00
OFFICER FOR COURT	8.00	12.50	23.00	10.00	12.00	26.00	6.00	18.00	21.00	14.00	16.50	6.00	173.00
OFFICER TRAINING	63.25	32.50	53.75	113.00	384.00	34.50	46.00	33.00	243.25	155.00	96.25	56.75	1311.25
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING		21.25	2.75		6.00	5.00	2.25	4.00	2.00	9.75			53.00
STAFFING LEVEL	55.50	126.50	149.25	152.25	153.50	94.00	267.00	369.75	301.75	261.25	232.00	222.50	2385.25
INVESTIGATION	31.00	34.25	38.50	44.75	69.75	40.75	47.00	50.00	46.75	23.50	67.25	52.75	546.25
HONOR GUARD FOR FUNERAL				2.00	1.50	2.00							5.50
SCHOOL LIAISON REIMBURSED	26.25	49.50	20.50	18.00	25.00	32.50		23.00	68.75	45.00	26.00	28.75	363.25
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT					104.00	67.50		25.25		32.75			229.50
SPECIAL ASSIGNMENT REIMBURSED		9.75		2.25	81.00		2.00		5.00	21.50	38.00		159.50
MISCELLANEOUS	1.50	11.25	13.50	12.75	13.25	13.25	17.50	62.25	8.25	3.50	17.00	9.50	183.50
MISCELLANEOUS REIMBURSED	23.25	57.25	37.50	31.75	29.00	56.75	49.00	29.00	34.50	16.25	20.75	24.50	409.50
GROSS OFFICER OVERTIME	296.25	383.25	387.25	427.00	964.00	397.75	536.50	635.50	849.75	646.50	614.25	568.25	6706.25
SUBTOTAL REIMBURSED OVERTIME	(49.50)	(116.50)	(58.00)	(52.00)	(135.00)	(89.25)	(51.00)	(52.00)	(108.25)	(82.75)	(84.75)	(53.25)	(932.25)
NET OFFICER OVERTIME	246.75	266.75	329.25	375.00	829.00	308.50	485.50	583.50	741.50	563.75	529.50	515.00	5774.00

TOTAL OVERTIME BUDGET: \$ 175,000.00
EXPENDITURES THROUGH 12/30/2022 \$ 259,460.55
PERCENT OF TOTAL BUDGET: 148%

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2023**

REASON	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
OFFICER SICK RELIEF	11.00	15.75	8.00	39.00	18.50								92.25
OFFICER WORKED ON HOLIDAY	68.00	8.00	4.00	34.00	101.75								215.75
OFFICER FOR COURT	18.00	29.50	15.00	20.00	20.75								103.25
OFFICER TRAINING	53.50	98.50	91.75	151.00	174.00								568.75
OFFICER RELIEF FOR FUNERAL	0.00												0.00
OFFICER ATTEND MEETING	30.00	8.25	5.25										43.50
STAFFING LEVEL	152.00	81.75	263.00	127.75	97.00								721.50
INVESTIGATION	16.00	67.50	76.25	31.75	46.50								238.00
HONOR GUARD FOR FUNERAL	0.00	20.00		30.00	31.50								81.50
SCHOOL LIAISON REIMBURSED	41.50	29.00	29.25	21.50	21.50								142.75
COMMUNITY RELATIONS	0.00												0.00
SPECIAL ASSIGNMENT	0.00												0.00
SPECIAL ASSIGNMENT REIMBURSED	0.00	14.00	5.25		187.50								206.75
MISCELLANEOUS	12.50	9.50	21.00	7.00	6.00								56.00
MISCELLANEOUS REIMBURSED	20.25	37.50	24.25	31.75	46.25								160.00
GROSS OFFICER OVERTIME	422.75	419.25	543.00	493.75	751.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2630.00
SUBTOTAL REIMBURSED OVERTIME	(61.75)	(80.50)	(58.75)	(53.25)	(255.25)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(509.50)
NET OFFICER OVERTIME	361.00	338.75	484.25	440.50	496.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2120.50

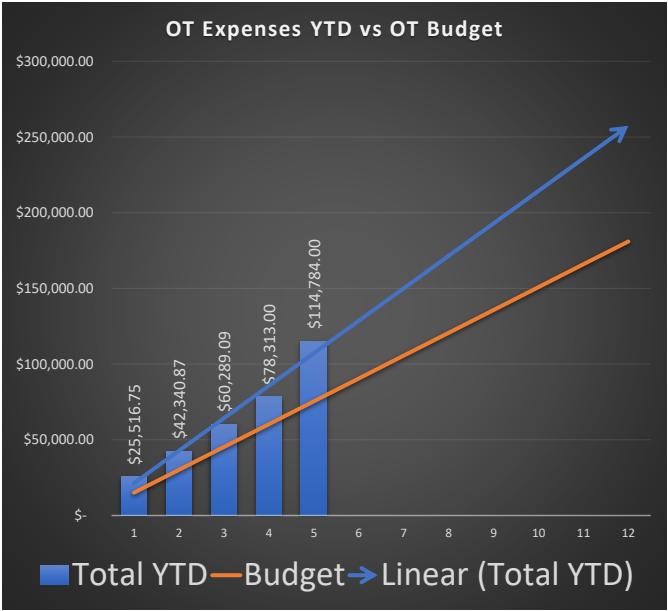
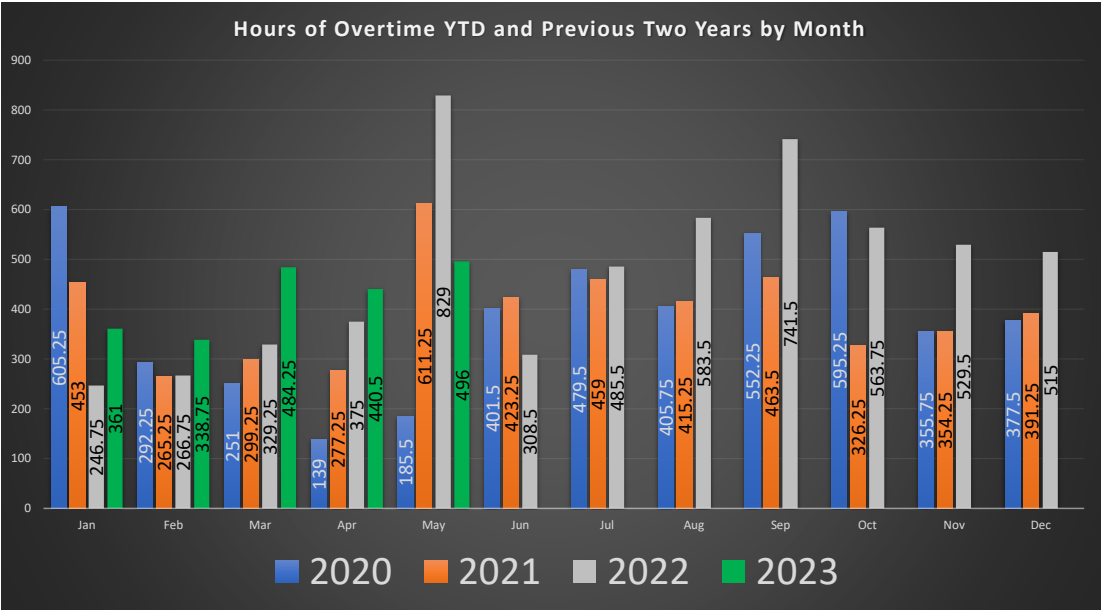
TOTAL OVERTIME BUDGET: \$ 181,000.00

EXPENDITURES THROUGH 5/31/2023 \$ 114,784.00

PERCENT OF TOTAL BUDGET: 63%

2023 PD Overtime Trends Report

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Yearly Hours	Total Yearly Expendi	Total OT Budget
2020	605.25	292.25	251	139	185.5	401.5	479.5	405.75	552.25	595.25	355.75	377.5	4640.5	\$ 236,436.94	\$ 175,000.00
2021	453	265.25	299.25	277.25	611.25	423.25	459	415.25	463.5	326.25	354.25	391.25	4738.75	\$ 202,559.08	\$ 175,000.00
2022	246.75	266.75	329.25	375	829	308.5	485.5	583.5	741.5	563.75	529.5	515	5774	\$ 195,590.66	\$ 175,000.00
2023	361	338.75	484.25	440.5	496								2120.5	\$ 25,516.75	\$ 181,000.00
Total YTD	\$ 25,516.75	\$ 42,340.87	\$ 60,289.09	\$ 78,313.00	\$ 114,784.00										
% of Budget	14.0%	23.0%	33.0%	43.0%	63.0%										
Budget	\$ 15,083.33	\$ 30,166.66	\$ 45,249.99	\$ 60,333.32	\$ 75,416.65	\$ 90,499.98	\$ 105,583.31	\$ 120,666.64	\$ 135,749.97	\$ 150,833.30	\$ 165,916.63	\$ 180,999.96			





City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 13, 2023

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Consideration and Possible Action on the Fire Department Overtime and LifeQuest Services Billing Reports for May, 2023.

ATTACHMENTS:

- FIRE DEPT OT REPORT_MAY 2023(PDF)

DE PERE FIRE RESCUE
OVERTIME BREAKDOWN BY REASON FOR THE YEAR 2022

REASON	Jan.*	Feb.**	Mar. ***	Apr.+	May++	June+++	July^	Aug.^	Sept.^^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	66.75	29.75	15.00	36.00	24.00	20.50	46.75	18.00	12.00	6.00	30.00	9.00	313.75
EMS TRAINING	162.75	193.00	146.50	120.25	52.25	5.25	5.25	67.75	189.50	299.25	54.00	139.50	1,435.25
FIRE TRAINING	50.00	7.75	59.25	70.00	78.75	47.25	13.50	8.50	42.75	19.50	35.75	12.00	445.00
RESCUE CALLS	11.25	12.75	18.25	14.00	1.25	9.00	5.25	9.75	6.75	4.00	21.00	6.00	119.25
FIRE CALLS	0.00	2.00	4.50	0.00	17.50	0.00	9.00	0.00	3.75	2.25	0.00	0.75	39.75
MEETINGS	5.00	21.50	15.75	3.00	29.00	6.75	8.50	58.25	24.00	6.75	0.00	24.00	202.50
STAFFING REP.	232.50	139.75	387.50	180.00	89.75	336.00	1,032.75	589.75	404.25	566.25	400.25	127.50	4,486.25
MAINTENANCE	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.50
PUB. ED.	0.00	5.50	0.00	0.00	0.00	27.25	0.00	0.00	45.00	5.50	6.00	0.00	89.25
SPECIAL EVENTS	11.00	17.00	10.25	24.50	14.25	41.25	6.00	51.00	9.75	12.00	0.00	11.00	208.00
# FIRE RUNS	35	31	35	22	38	32	43	25	31	31	34	31	388
# EMS RUNS	252	199	252	205	241	234	233	213	223	214	232	219	2,717
DISPATCH ERRORS	3	1	1	1	4	2	2	2	4	3	2	5	30
TOTAL HRS.	539.25	429.00	657.50	447.75	306.75	493.25	1,127.00	803.00	737.75	921.50	547.00	329.75	7,339.50

Special Events included in Overtime

Total Overtime Budget \$110,000, Expenditures through January 3, 2023, \$172,643

*Period: 12/24/21-01/21/22 +Period: 04/02/22-04/29/22 ^Period: 06/25/22-07/22/22 #Period: 10/01/22-10/28/22
**Period: 01/22/22-02/18/22 ++Period: 04/30/22-05/27/22 ^^Period: 07/23/22-09/02/22 ##Period: 10/29/22-11/25/22
***Period: 02/18/22-04/01/22 +++Period: 05/28/22-06/24/22 ^^^Period: 09/03/22-09/30/22 ###Period: 11/26/22-12/23/22

OVERTIME BREAKDOWN BY REASON FOR THE YEAR 2023

REASON	Jan.*	Feb.**	Mar. ***	Apr.+	May++	June+++	July^	Aug.^	Sept.^^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	69.00	40.50	53.00	22.50	51.00								236.00
EMS TRAINING	74.25	247.00	115.75	99.00	28.50								564.50
FIRE TRAINING	13.50	49.50	21.00	5.25	3.00								92.25
RESCUE CALLS	19.50	21.25	20.00	10.00	7.75								78.50
FIRE CALLS	8.75	6.25	9.50	1.75	0.00								26.25
MEETINGS	10.75	3.00	36.75	5.75	6.00								62.25
STAFFING REP.	39.75	509.25	220.50	234.75	216.25								1,220.50
MAINTENANCE	3.00	0.00	0.75	0.00	3.00								6.75
PUB. ED.	0.00	0.00	0.00	0.00	0.00								0.00
SPECIAL EVENTS	0.00	3.00	14.25	0.00	15.00								32.25
# FIRE RUNS	36	18	24	27	30								135
# EMS RUNS	216	189	226	209	228								1,068
DISPATCH ERRORS	5	2	6	3	2								18
TOTAL HRS.	238.50	879.75	491.50	379.00	330.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,319.25

Special Events included in Overtime

Total Overtime Budget \$115,000, Expenditures through June 1, 2023, \$44,873, 39%

*Period: 12/24/22-01/20/23 +Period: 04/01/23-04/28/23 ^Period: #Period:
**Period: 01/21/23-03/03/23 ++Period: 04/29/23-05/26/23 ^^Period: ##Period:
***Period: 03/04/23-03/31/23 +++Period: ^^^Period: ###Period:

DE PERE FIRE RESCUE
STRUCTURAL FIRE "STILL" ALARMS FOR MAY, 2023



Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
5/3/2023	600 Grant Street	Alarm system activation, no fire, unintentional	BC111, E121	Investigate	N/A
5/6/2023	120 Marsh Street	Detection activation, no fire, unintentional	E121	Investigate	N/A
5/8/2023	2191 American Blvd.	Alarm system activation, no fire, unintentional	E121	Investigate	N/A
5/9/2023	2121 American Blvd.	Alarm system activation, no fire, unintentional	E121	Investigate	N/A
5/10/2023	1125 Grant Street	Arcing, shorted electric equipment	BC111, E111, E121	Investigate	Lawrence
5/15/2023	623 Fourth Street	Outside rubbish, trash or waste fire	E121	Extinguishment by fire service personnel	N/A
5/15/2023	209 Fort Howard Avenue	Smoke or odor removal	BC111, E111, E121	Investigate	N/A
5/15/2023	3678 Euro Lane (Town of Ledgeview)	Building fire	BC111, L111	Extinguishment by fire service personnel	N/A
5/17/2023	100 Marsh Street	Smoke detector activation, no fire, unintentional	BC111, E111, L111	Investigate	N/A
5/18/2023	2472 Lawrence Drive	Building fire	BC111, E111, L111	IC, extinguishment by fire service personnel, salvage & overhaul	Cty Rescue, Green Bay, Hobart, Lawrence & Morrison
5/19/2023	755 Scheuring Road	Alarm system activation, no fire, unintentional	BC111, L111	Investigate	N/A
5/22/2023	150 Reid Street	Smoke detector activation, no fire, unintentional	E121	Investigate	N/A
5/22/2023	1212 Charles Street	Arcing, shorted electric equipment	L111	Investigate	N/A
5/23/2023	527 N. Wisconsin Street	Explosive bomb removal	BC111	Standby	N/A
5/23/2023	1261 Dover Lane (Village of Ashwaubenon)	Possible structure fire	BC111, L111	Dispatched & canceled en route	N/A
5/24/2023	110 Reid Street	Alarm system activation, no fire, unintentional	E111	Investigate	N/A
5/27/2023	2831 Legend Lane (Town of Lawrence)	Watercraft rescue	BC111, A111, BT111	Handled by other agency	N/A
5/30/2023	151 Marsh Street	Alarm system activation, no fire, unintentional	A121, E121	Investigate	N/A
5/31/2023	1100 Main Avenue	Steam, vapor, fog or dust thought to be smoke	A121, E121	Investigate	N/A
5/31/2023	1201 Lost Dauphin Road	Building fire	BC111, E111, E121, L111	Extinguishment by fire service personnel, search & ventilate	Ashwaubenon, Cty Rescue, Denmark, GB, Hobart, Lawrence, Ledgeview & Morrison

**DE PERE FIRE RESCUE
OVERTIME CAUSED BY SICK LEAVE
MAY, 2023**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
5/6/2023	48	72
5/10/2023	10	15
5/13/2023	24	36
5/20/2023	2.25	3.5
5/21/2023	24	36
5/23/2023	4	6
5/24/2023	7.75	11.75
5/26/2023	24	36
TOTAL	144	216.25

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

LIFEQUEST MEDICAL BILLING - 2023
MONTHLY REPORT

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE
CHARGES	249,747	228,076	251,116	214,771	277,498	
PAYMENTS	94,422	100,536	102,969	113,182	109,427	
CREDIT ADJUSTMENTS	119,181	120,031	111,822	116,186	96,684	

	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
CHARGES						
PAYMENTS						
CREDIT ADJUSTMENTS						

Payments to LifeQuest	
January	6,282
February	6,498
March	7,790
April	7,648
May	6,130
June	
July	
August	
September	
October	
November	
December	
Total Paid	\$34,349

**See attached details

City Of De Pere
Income and Expenditures
May 2023
All Phases

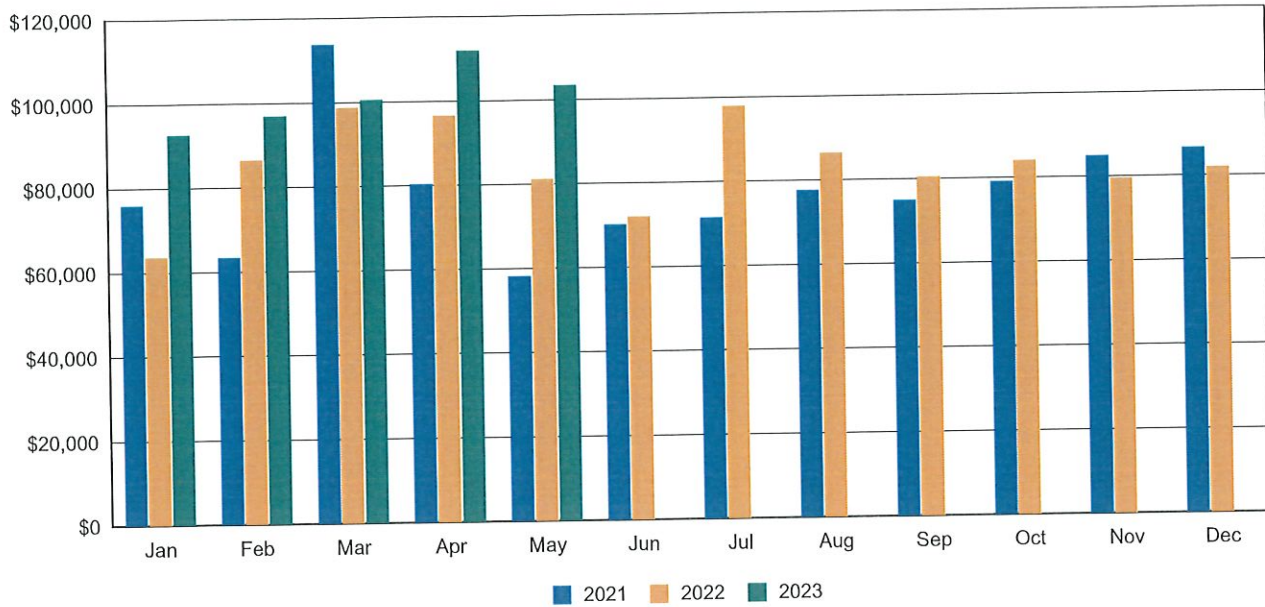
Charges		Billing	Collection	Total
Billing Charges / Collection Placements		\$235,696.65	\$41,798.51	\$277,495.16
Other	+	\$0.00	\$3.00	\$3.00
Subtotal of Charges		\$235,696.65	\$41,801.51	\$277,498.16
Account Transfers		\$21,687.80	\$20,110.71	\$41,798.51
Credit Summary				
Total Credits		\$191,782.39	\$8,693.96	\$200,476.35
Less Adjustments	-	\$96,686.75	\$(3.00)	\$96,683.75
Less Delinquent Closed Accounts Reconciliation	-	\$0.00	\$299.19	\$299.19
Less Overpayments	-	\$(5,566.69)	\$(367.00)	\$(5,933.69)
Gross Payments Received		\$100,662.33	\$8,764.77	\$109,427.10
Plus Overpayment Returns	+	\$(314.75)	\$100.62	\$(214.13)
Net Payments Received		\$100,347.58	\$8,865.39	\$109,212.97
Less Payments Kept By Service	-	\$0.00	\$0.00	\$0.00
Total Deposits Reconciliation		\$100,347.58	\$8,865.39	\$109,212.97
Summary of Disbursement				
Total Deposits & Payments Kept By		\$100,347.58	\$8,865.39	\$109,212.97
Plus Overpayment Refunds	+	\$(5,251.94)	\$(467.62)	\$(5,719.56)
Gross Revenue		\$95,095.64	\$8,397.77	\$103,493.41
LifeQuest Fee		\$4,279.30	\$1,847.51	\$6,126.81
Plus Probate Fees	+	\$0.00	\$3.00	\$3.00
Other / Fees		-	-	\$0.00
Total Due LifeQuest	Check # EFT	\$4,279.30	\$1,847.51	\$6,129.81
Service Revenue		\$90,816.34	\$6,550.26	\$97,366.60
Less Payments Kept By Service	-	\$0.00	\$0.00	\$0.00
Less Service Payable	-	\$0.00	\$0.00	\$0.00
Less Probate Fees	-	\$0.00	\$(3.00)	\$(3.00)
Other / Fees		\$0.00	\$0.00	\$0.00
Total Due Service	Check # EFT	\$90,816.34	\$6,547.26	\$97,363.60

Messages:

Total deposits differ from bank statement due to prior month DD now being posted (4/28 UHC 495.27 4/28 VA 1247.00 4/26 Regence 120.05) \$100 NSF posted and current month DD not being posted (5/11 UHC 450.79 5/12 UHC 846.93 5/19 UHC 509.50 5/19 United Behavioral 1053.50 5/23 Anthem 265.67 5/30 WI PS ACH 1229.49) JAL 6.1.23

All Phases Gross Revenue

City of De Pere
January 2021 to May 2023



	2021	2022	2023
January	\$76,068	\$63,841	\$92,717
February	\$63,602	\$86,624	\$96,954
March	\$113,896	\$98,825	\$100,571
April	\$80,392	\$96,607	\$112,135
May	\$58,325	\$81,259	\$103,493
June	\$70,239	\$72,087	\$0
July	\$71,566	\$97,965	\$0
August	\$77,763	\$86,527	\$0
September	\$75,107	\$80,584	\$0
October	\$79,194	\$84,134	\$0
November	\$85,024	\$79,587	\$0
December	\$86,681	\$81,992	\$0
Total Gross Revenue	\$937,858	\$1,010,034	\$505,870

City Of De Pere

Billing Summary

May 2023

Phase 1

Charges

Billing Charges		\$235,696.65	
Other	+	\$0.00	
Subtotal of Charges			\$235,696.65

Account Transfers

Billing to Collections Transfer Total			\$21,687.80
---------------------------------------	--	--	--------------------

Credit Summary

Total Credits		\$191,782.39	
Less Adjustments	-	\$96,686.75	
Less Overpayments	-	\$(5,566.69)	
Gross Payments Received			\$100,662.33
Plus Overpayment Returns	-	\$(314.75)	
Net Payments Received			\$100,347.58
Less Payments Kept By Service	-	\$0.00	
Total Deposits Reconciliation			\$100,347.58

Summary of Disbursement

Total Deposits & Payments Kept By		\$100,347.58	
Plus Overpayment Refunds	+	\$(5,251.94)	
Gross Revenue			\$95,095.64
LifeQuest Fee		\$4,279.30	
Plus Probate Fees	+	\$0.00	
Total Due LifeQuest	Check # EFT		\$4,279.30
Service Revenue		\$90,816.34	
Less Payment Kept By Service	-	\$0.00	
Less Service Payable	-	\$0.00	
Less Probate Fees	-	\$0.00	
Other / Fees	-	\$0.00	
Total Due Service	Check # EFT		\$90,816.34

Messages:**Legend:****Charges - Other:** Includes insurance interest, transaction fees, probate fees**Credit Summary - Less Overpayments:** Includes recoupments, refunds, returns, service payables**Credit Summary - Plus Overpayment Returns:** Includes NSF/bank returned type payments

Receivables Distribution Report

Receivables Cash

All Companies

All Directories

Charges	Jun 2022	Jul 2022	Aug 2022	Sep 2022	Oct 2022	Nov 2022	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr 2023	May 2023	Totals
Jun 2022	6148	43991	17570	6212	1538	1738	219	271	349	88	0	0 \$	78125
182315	3.4	24.1	9.6	3.4	0.8	1	0.1	0.1	0.2	0	0	0 %	42.9
Jul 2022		11811	50340	16296	6529	4277	131	150	150	150	150	0 \$	89984
212516		5.6	23.7	7.7	3.1	2	0.1	0.1	0.1	0.1	0.1	0 %	42.3
Aug 2022			4148	39546	17217	3603	8227	705	1352	150	1540	0 \$	76487
188907			2.2	20.9	9.1	1.9	4.4	0.4	0.7	0.1	0.8	0 %	40.5
Sep 2022				5420	43706	23508	8301	3026	1852	1292	375	0 \$	87479
192420				2.8	22.7	12.2	4.3	1.6	1	0.7	0.2	0 %	45.5
Oct 2022					8983	35308	15297	7932	3620	2587	30	0 \$	73758
183413					4.9	19.3	8.3	4.3	2	1.4	0	0 %	40.2
Nov 2022						5006	35903	22782	5091	1744	2164	0 \$	72690
176364						2.8	20.4	12.9	2.9	1	1.2	0 %	41.2
Dec 2022							5364	42270	17049	4898	1957	0 \$	71537
185954							2.9	22.7	9.2	2.6	1.1	0 %	38.5
Jan 2023								3506	49033	23626	6958	0 \$	83123
208255								1.7	23.5	11.3	3.3	0 %	39.9
Feb 2023									7272	39910	22361	0 \$	69542
185421									3.9	21.5	12.1	0 %	37.5
Mar 2023										5502	53158	0 \$	58659
229026										2.4	23.2	0 %	25.6
Apr 2023											8057	0 \$	8057
205275											3.9	0 %	3.9
May 2023												0 \$	0
0												0 %	0
Averages	1st Mo	2nd Mo	3rd Mo	4th Mo	5th Mo	6th Mo	7th Mo	8th Mo	9th Mo	10th Mo	11th Mo	12th Mo	
Extended	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	
Weighted	3.3	22.3	10.2	3.2	1.8	0.8	0.3	0.1	0.3	0.1	0		



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 13, 2023

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Consideration and Possible Action of Proposal for Fire Department Study.*

ATTACHMENTS:

- FIRE DEPT STUDY (PDF)

Memo



To: Honorable Mayor James Boyd
Members of the Common Council

From: Alan Matzke, Fire Chief *AM*

Date: June 13, 2023

Re: Consideration of Proposal for Fire Department Study

On behalf of De Pere Fire Rescue, I would like to respectfully request permission to enter into an agreement with Emergency Support and Planning, LLC to commission them to perform a study to identify, evaluate, and analyze service level items that can be used by policymakers for their desirability, feasibility, and implementation.

De Pere Fire Rescue is developing a strategic plan guide for the organization through the next five to ten years. Funding for a staffing study in the amount of \$18,000 was approved as part of the 2022 budget; however, a study was not commissioned because both Lawrence and Ledgeview were losing their fire chiefs.

A request for proposal (see attached) was developed and sent out to multiple firms who offer such services along with a timeline. Three firms responded with estimates below.

Emergency Support Planning, LLC	\$17,500
McMahon	\$30,000
Public Consulting Group	\$47,500

I am respectfully asking to work with Emergency Support Planning, LLC to complete this project. Retired Fire Chief Jon Cohn is the registered agent of ESP and will be the sole person working on the project. Chief Cohn was the Fire Chief for the City of Greenfield for the past 13 years and has an outstanding reputation throughout the state for being progressive in the fire service.

Thank you for your consideration.

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

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115
(920) 339-4091



May 24, 2023

To Whom It May Concern,

De Pere Fire & Rescue would like to request a proposal for a study to be performed for the department. The specifics of the study are outlined below:

Purpose:

This understanding is to establish terms and conditions for work to evaluative project to analyze current and future fire and rescue service options.

Looking for a firm to work with the De Pere Fire Chief and administrative representatives as designated by the Fire Chief to identify, evaluate, and analyze service level items that can be used by policymakers for their desirability, feasibility, and implementation.

Services:

- The report shall include a current overview, analysis, opportunities, and future considerations of the De Pere Fire Department. Some specifics include:
 - Evaluating the current cost structure of providing service to other communities.
 - Evaluating current call volume and staffing as compared to comparables (as determined by De Pere)
 - Evaluating workload (emergency and non-emergency) and offering potential options to service load and work.
 - Provide analysis of future workload and impacts on staffing, service.
- Identify measurable components and evaluate against comparable organizations.
 - Run volume
 - Population served
 - Assessed valuation
 - Organizational structures
 - Staffing
 - Budgets
 - Upcoming, potential revenue changes and impacts (GEMT, state aid)

- Organizational analysis of De Pere as related to:
 - NFPA 1710 standard
 - Wisconsin SPS 330 – Fire Department Safety and Health Standards
 - Accreditation processes available for future evaluation – an overview of the processes only.
- Strategic Options:
 - Analysis of workload and potential options
 - Analysis of De Pere alone future model considerations utilizing
 - Historical data
 - Response data
 - Property loss
 - Community expectations
 - Population data and growth projections
 - Station locations
 - Staffing
 - Equipment
 - Service delivery
 - Costs
 - Provide analysis and options for De Pere and providing service to or with other neighbors/partners. Included in these options are:
 - Identifying opportunities
 - Costs of providing service jointly vs communities standing alone and providing service
 - Pros, service enhancements, efficiencies, and cost controls by working together
 - Cons associated in working together.
 - Options of working with neighbors/partners.
- The firm must be willing to provide a presentation of the final report.
- Please submit proposals by Noon on _____, to amatzke@deperewi.gov or standard mail at 400 Lewis Street. De Pere, WI. 54115
- Please direct any questions to Alan Matzke 920-445-4802 or amatzke@deperewi.gov

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Alan Matzke
Fire Chief

We exist to serve our community.



5351 Robinwood Ct
Hales Corners, WI 53130
414-699-8328
jondcohn@gmail.com

Purpose:

This understanding is to establish terms and conditions for work to be performed by Emergency Support and Planning, LLC on a evaluative project to analyze current and future fire and rescue service options.

ESP will work with the DePere Fire Chief and administrative representatives as designated by the Fire Chief to identify, evaluate and analyze service level items that can be used by policymakers for their desirability, feasibility and implementation. ESP makes no claims or guarantees towards desirability, feasibility or implementation.

Parties:

This Understanding is between the City of DePere ("City") and Emergency Support and Planning, LLC (hereinafter referred to as "ESP").

It is understood and agreed that other communities as specified below may be included in this evaluation, but the City of DePere is the client. The evaluation of other communities is based on the availability of information and data.

Services:

- ESP shall begin the project upon signing..
 - ESP and DePere Fire staff shall agree upon meeting dates, times and cadence. Most work will be done electronically and virtually.
 - The report should be completed within six months post signing.
- The City and DePere Fire agree to provide data and input to ESP
- The City shall have input into the project design and opportunity to review progress. Covered items are included on Addendum A to this document.
- The City understands and acknowledges that ESP will ultimately provide an independent review, insight and recommendations.
- ESP will provide briefings regarding the progress of work upon reasonable notice.
- The City understands and acknowledges that ultimate decision making on recommendations and implementation lies with the Department and City.
- ESP will work with the City (as desired) on a plan to release the final report.
 - Once the final report is issued and 30 days have passed, ESP may use the report as a sample, example of work for ESP purposes. The City may continue to use the report for as long as they see fit.
- ESP is willing to provide a presentation of the final report.
- The report shall include a current overview, analysis, opportunities and future considerations of the DePere Fire Department. Some specifics include:
 - Evaluating the current cost structure of providing service to other communities.
 - Evaluating current call volume and staffing as compared to comparables (as determined by DePere)
 - Evaluating workload (emergency and non-emergency) and offering potential options to service load and work.
 - Provide analysis of future workload and impacts on staffing, service.

Addendum A:

- Identify measurable components and evaluate against comparable organizations.
 - Run volume
 - Population served
 - Assessed valuation
 - Organizational structures
 - Staffing
 - Budgets
 - Upcoming, potential revenue changes and impacts (GEMT, state aid)
 -
- Organizational analysis of DePere as related to:
 - NFPA 1710 standard
 - Wisconsin SPS 330 – Fire Department Safety and Health Standards
 - Accreditation processes available for future evaluation – an overview of the processes only.
- Strategic Options:
 - Analysis of workload and potential options
 - Analysis of DePere alone future model considerations utilizing
 - Historical data
 - Response data
 - Property loss
 - Community expectations
 - Population data and growth projections
 - Station locations
 - Staffing
 - Equipment
 - Service delivery
 - Costs
 - Provide analysis and options for DePere and providing service to or with other neighbors/partners. Included in these options are:
 - identifying opportunities
 - costs of providing service jointly vs communities standing alone and providing service
 - pros, service enhancements, efficiencies and cost controls by working together
 - cons associated in working together.
 - Options of working with neighbors/partners.

The project shall be entitled “A Bridge to DePere and Future Service Delivery Options.”



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 13, 2023

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation and Possible Action of Information Technology
Department and Administration Organizational Changes*

ATTACHMENTS:

- 2023 Department Reorg Memo (PDF)

CITY OF DE PERE MEMO



To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Lawrence Delo, City Administrator
Steve Massey, IT Director
Date: June 13, 2023

RE: Recommendation and Possible Action of Information Technology Department and
Administration Organizational Changes

The Video Production Specialist resigned in May. The position currently is in the Information Technology Department. The Video Production Specialist works closely with the Communication Specialist which is under Administration (under the City Administrator). Staff is recommending moving the Video Production Specialist and Video Production Assistant (part-time non-benefit eligible position) under Administration for greater efficiency and more effective operations.

We recommend having the Communications Specialist directly supervise the two positions. Adding supervisory responsibilities to this position would warrant increasing the pay grade one level, from level I to level J. This change would become effective at the beginning of the next payroll, which is June 24, 2023. We anticipate titling the position Communication and Marketing Manager.

The estimated cost for 2023 to reclassify the Communication Specialist position is \$330 and will be funded from the salary savings from having the Video Production Specialist role vacant.

If you have any questions in advance of the meeting, please feel free to contact any one of us.

Thank you.



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 13, 2023

DEPARTMENT: City Attorney

FROM: Anthony Wachewicz

SUBJECT: Consideration and Possible Action on Draft Ordinance Amending DPMC Section 6-11 Telephonic/Video-Conference Meeting Attendance.*

Please find attached a draft ordinance that amends or changes our existing ordinance concerning a Council, Committee, or Board member's ability to attend a meeting virtually. The current ordinance places a variety of conditions concerning such virtual attendance and restricts the respective Body's ability to hold a meeting if unforeseen circumstances, such as severe/inclement weather, medical emergencies, etc., arise, especially in less than the 24 hour time period allowing the agenda notice to be amended or re-published. This ordinance allows a member to appear virtually while also allowing that attendance to count towards a quorum. This would allow the meeting to occur rather than resulting in a meeting cancellation due to the lack of a quorum.

ATTACHMENTS:

- Sec 6-11 Virtual meeting revisions updated 6.6.23 (DOCX)

- **Sec. 6-11. - Telephonic/video-conference meeting attendance.**

EXISTING ORDINANCE

Meeting attendance by telephone or video-conference. Whenever a city governmental body, as defined in Wis. Stats. § 19.82(1), anticipates that a member or members will appear by telephone/video-conference the meeting agenda shall, to the extent practicable, specify that member(s) may be appearing by such means. Unless the meeting notice specifically identifies that the governmental meeting is being conducted solely via telephonic or videoconferencing means, together with specific information on the notice identifying the means by which the public may attend such meeting, any member attending the meeting via telephone/video conference shall not count toward the official quorum of the body. Appropriate equipment shall be used so that the attending public can readily observe or hear such member or other's participation in the meeting.

DRAFT AMENDED ORDINANCE - REDLINED

Meeting ~~a~~Attendance by ~~t~~Telephone, ~~or v~~ Video-conference, or Other Technological Means. ~~Whenever a~~ A city governmental body, as defined in Wis. Stats. § 19.82 (1), ~~anticipates that a member or members will appear by telephone/video-conference the meeting agenda shall, to the extent practicable, may provide notice on its agenda specify that any member(s) may be attend the meeting by telephone, video conferencing, or other appropriate technological means and appearing by such means. Unless the meeting notice specifically identifies that the governmental meeting is being conducted solely via telephonic or videoconferencing means, together with specific information on the notice identifying the means by which the public may attend such meeting, any member attending the meeting via telephone/video conference shall not~~ may count toward the official quorum of the body. ~~A~~The Agenda notice shall provide specific information identifying the means by which ~~ppropriate equipment shall be used so that the attending any member(s) and the public can readily attend, observe, or hear such member(s) or any other individual's participation in the meeting.~~

DRAFT AMENDED ORDINANCE - CLEAN

Meeting Attendance by Telephone, Videoconference, or Other Technological Means. A city governmental body, as defined in Wis. Stat. § 19.82 (1), may provide notice on its agenda that any member(s) may attend the meeting by telephone, video conferencing, or other appropriate technological means and may count toward the official quorum of the governmental body. The agenda notice shall provide specific information identifying the means by which any member(s) and the public can readily attend, observe, or hear such member(s) or any other individual's participation in the meeting.



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 13, 2023

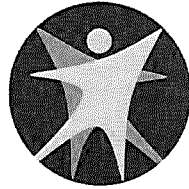
DEPARTMENT: Health Department

FROM: Deborah Armbruster

SUBJECT: Consideration and Approval of WI Lead-in-Water Testing and Remediation Initiative.*

ATTACHMENTS:

- WI Lead-in-Water Initiative (PDF)
- De Pere Scope of Work (PDF)



GRANT AGREEMENT
 between the
State of Wisconsin Department of Health Services
 and
City of De Pere Health Department
 for
Lead-in-Water Testing and Remediation Initiative

DHS Grant Agreement No.: 435100-G23-LeadTestRem-30

DPH Contract No.: 60688

Agreement Amount: \$12,000

Agreement Term Period: 5/15/2023 to 09/30/2023

DHS Division: Division of Public Health

DHS Grant Administrator: Madelyn Reinagel

DHS Telephone: 608-266-0381

DHS Email: madelyn.reinagel@dhs.wisconsin.gov

Grantee Grant Administrator: Deborah E. Armbruster

Grantee Telephone: 920-339-4054

Grantee Email: darmbruster@deperewi.gov

Grantee Unique Entity Identifier (UEI) Name: De Pere Health Department

Grantee Unique Entity Identifier (UEI) Number: NETWXQK1LN95

Grantee Supplier ID: 39-6005431

DHS and the Grantee acknowledge that they have read the Agreement and the attached documents, understand them and agree to be bound by their terms and conditions. Further, DHS and the Grantee agree that the Agreement and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the Agreement and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the Agreement. DHS reserves the rights to reject or cancel Agreements based on documents that have been altered. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Authorized Representative

Name: Jonette Arms

Title: Assistant Administrator

Signature: DocuSigned by:
Jonette Arms
2E6408EBD5E64C8...

Date: 6/5/2023

Grantee

Entity Name: De Pere Health Department

Authorized Representative

Name: James Boyd

Title: Mayor

Signature: DocuSigned by:
James Boyd
50C8D1E932AB48A...

Date: 6/5/2023

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1. DEFINITIONS

Words and terms will be defined by their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms will be defined by the meanings indicated. The meanings are applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Agency: an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the Wisconsin State Constitution or any law, which is entitled to expend monies appropriated by law, including the Legislature and the courts.

Assistance Listing: refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, formerly known as the Catalog of Federal Domestic Assistance (CFDA), pursuant to 2 C.F.R. § 200.1.

Business Associate: pursuant to 45 C.F.R. § 160.103, a business associate includes:

- (i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.
- (ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.
- (iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

Business Day: any day on which the State of Wisconsin is open for business, generally Monday through Friday unless otherwise specified in this Agreement.

Confidential Information: all tangible and intangible information and materials being disclosed in connection with this Agreement, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one (1) of the following criteria: (i) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 C.F.R. § 160.103; (iii) non-public information related to DHS' employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by DHS. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

Grant Administrator: individual(s) responsible for ensuring all steps in the grant administration process are completed, including drafting grant language, negotiating grant terms, and monitoring the granted entity's performance.

Personally Identifiable Information: an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Protected Health Information (PHI): health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the

provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

Publicly Available Information: any information that an entity reasonably believes is one of the following: a) lawfully made widely available through any media; b) lawfully made available to the general public from federal, state, or local government records or disclosures to the general public that are required to be made by federal, state, or local law.

2. ORDER OF PRECEDENCE

This Agreement and the following documents incorporated by reference into the Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

1. The Business Associate Agreement (BAA) if applicable.
2. The terms of this Agreement.
3. Any and all exhibits or appendices to this Agreement.

3. PARTIES

This is a grant agreement between the state agency responsible for overseeing the coordination and integration of social service programs and the Grantee listed below.

- A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS).
DHS' principal business address is: 1 West Wilson Street, Room 139, Madison, Wisconsin 53703.
- B. The Grantee is: City of De Pere Health Department
The Grantee's principal business address is: 335 S Broadway, De Pere, WI, 54115

4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(s) describe the terms and conditions under which the Grantee receives an award from DHS to carry out part of a state and/or federal program.

The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached exhibit(s).

4.1 List of Exhibits

Exhibit 1: Scope of Work

5. CONTACT INFORMATION

DHS Grant Administrator

Grant Administrator Name: **Madelyn Reinagel**

Telephone: **608-266-0381**

Email: **madelyn.reinagel@dhs.wisconsin.gov**

Grantee Grant Administrator

Grant Administrator Name: **Deborah E. Armbruster**

Telephone: **920-339-4054**

Email: **darmbruster@deperewi.gov**

DHS will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 3, unless otherwise notified by the Grantee.

6. PAYMENT FOR GRANT AWARD

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

- A. *Prompt Payment Law*: DHS shall pay properly submitted Supplier invoices within thirty (30) days of receipt, providing that the services to be provided to DHS have been delivered, rendered, or installed (as the case may be), and accepted as specified in this Agreement and all documents incorporated herein by reference. A good faith dispute in regard to an invoice creates an exception to prompt payment pursuant to Wis. Stat. § 16.528
- B. *State Tax Exemption*: DHS is exempt from payment of Wisconsin sales or use tax on all purchases.
- C. *Payment Offsets for Grantee's Delinquency*: The State of Wisconsin may offset payments made to the Grantee under this Agreement in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government. DHS reserves the right to cancel this Agreement as provided in Agreement Cancellation, if the delinquency is not satisfied by the offset or other means during the Agreement term.
- D. *Refund of Credits*: DHS may request a refund of credits owed at any time. Grantee agrees to refund credits owed within sixty (60) days of DHS's request.

7. REPORTING

- A. The Grantee shall comply with DHS' program reporting requirements as specified in the Scope of Work.
- B. The required reports shall be forwarded to DHS Grant Administrator according to the schedule established by DHS.

8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
- C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.
- D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
- E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.
- F. If federally funded, pursuant to 2 C.F.R. §200.322, the requirements of 2 C.F.R. §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link: <https://www.govregs.com/regulations/2/200.322>

9. AFFIRMATIVE ACTION

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the

intent of this chapter, the Department may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Department of Industry, Labor and Human Relations, the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Grantees posted on the following website under DOA-3021P: <https://doa.wi.gov/Pages/SBOPForms.aspx>.

The Grantee must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Agreement. If the Grantee employs fifty (50) or more employees and receives at least \$50,000 in funding, the Grantee must complete a Civil Rights Compliance Plan (CRC Plan) unless the grantee meets one of the limited exceptions. The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Agreement and are enforceable as if restated herein in their entirety. The Civil Rights Compliance Requirements, including the CRC LOA form and the template and instructions for the CRC Plan can be found at <https://www.dhs.wisconsin.gov/civil-rights/requirements.htm> or by contacting:

Department of Health Services
Civil Rights Compliance
Attn: Civil Rights Compliance Officer
1 West Wilson Street, Room 651
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 267-4955 (Voice)
711 or 1-800-947-3529 (TTY)
Fax: (608) 267-1434
Email: DHSCRC@dhs.wisconsin.gov

The CRC Plan must be kept on file by the Grantee and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services
 Division of Enterprise Services
 Bureau of Procurement and Contracting
 Affirmative Action Plan/CRC Coordinator
 1 West Wilson Street, Room 672
 P.O. Box 7850
 Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

The Grantee agrees to cooperate with DHS in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Subgrantee(s) under this Agreement. DHS agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions.

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

In connection with the performance of the work prescribed in this Agreement, it may be necessary for DHS to disclose to the Grantee certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (Confidential Information). The Grantee shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 17 (Audits) of this Agreement.

The Grantee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Grantee on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, the Grantee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

The Grantee or its employees and Subgrantees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination. Grantee shall advise all of their agents, employees, successors, assigns and Subgrantee which are engaged by the State of the restrictions, present and continuing, set forth herein. Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantee regarding the restrictions herein.

A.

Reporting to DHS: Grantee shall immediately report within five (5) business days or less to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware, per state and federal requirements, as stated in any and all exhibits or appendices to this Agreement. Grantee shall cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.

B. *Indemnification:* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless DHS and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs

of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by DHS in the enforcement of this section.

- C. *Equitable Relief*: The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.
- D. *Liquidated Damages*: The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
 - 1. \$1,000 for each individual whose Confidential Information was used or disclosed;
 - 2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
- E. *HIPAA*: The Grantee **IS NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

If the Grantee is a Business Associate, the Grantee agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 applicable to Business Associates. As defined herein, "Business Associate" shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of Wisconsin, Department of Health Services.

In agreements for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability act of 1996 (HIPAA), the Grantee as a Business Associate must complete a Business Associate Agreement (BAA) F-00759. This document must be fully executed before Agreement performance begins.

This Section shall survive the termination of the Agreement.

12. HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

13. SUBGRANT or SUBCONTRACT

- A. DHS reserves the right of approval of any Grantee's further contracts, grants, contractors, or grantees under this Agreement, and the Grantee shall report information relating to any further contract, grants,

contractors, or grantees to DHS. A change in any further contractor or grantee or a change from a direct service provision to a further contractor or grantee may only be executed with the prior written approval of DHS. In addition, DHS approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or grantee selected. Approval of any further contracts, grants, contractors, or grantees will be withheld if DHS reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.

- B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

14. GENERAL PROVISIONS

- A. Any payments of monies to the Grantee by DHS for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. If a state public official (*see* Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than \$3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

Wisconsin Ethics Commission
PO Box 7125
Madison, WI 53707-7125
Fax: (608) 264-9319

- D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.
- E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

15. ACCOUNTING REQUIREMENTS

- A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by DHS as contained in Section 6 of this Agreement, and support expenditure reports submitted to DHS.
- B. The Grantee shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.
- C. Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (<https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>).

16. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee shall notify DHS of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
- B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.

- C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

17. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which DHS retains ownership of and which is in the care, custody, and control of the Grantee.
- B. DHS shall have all ownership rights in any computer hardware supplied by DHS as a result of this Agreement. DHS shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and/or installed under this Agreement.
- C. The Grantee agrees that if any materials are developed under this Agreement, DHS shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to DHS.

18. AUDITS

- A. *Requirement to Have an Audit*: Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.
- B. *Audit Requirements*: The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
- 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
 - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions.
 - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.
- C. *Source of Funding*: DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing number and the percentages of federal, state and local funds constituting the agreement.
- D. *Reporting Package*: The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:
1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
 2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).

3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
4. Report on compliance for each major program and a report on internal control over compliance.
5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.
7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.

*NOTE: These schedules are only required for certain types of entities or specific financial conditions.

For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.

- E. *Audit Due Date*: Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
- F. *Sending the Reporting Package*: Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- G. *Access to Subrecipient Records*: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.
- H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- I. *Failure to Comply with the Audit Requirements*: DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
 1. The auditee did not have an audit.
 2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
 3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
 5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- J. *Sanctions*: DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
 1. Requiring modified monitoring and/or reporting provisions;
 2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
 3. Disallowing the cost of audits that do not meet these standards;

4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
 5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
 6. Assessing financial sanctions or penalties;
 7. Discontinuing contracting with the auditee; and/or
 8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.
- K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.

DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F-Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

19. OTHER ASSURANCES

- A. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.
- B. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of \$500 or when total past due liabilities to any one or more vendors exceed \$1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.
- C. DHS may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to \$500,000.

20. RECORDS

- A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.
- B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of DHS' records that the Grantee accesses to provide services under this Agreement.
- C. The Grantee and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of DHS, its authorized agents, and federal agencies, in order to confirm the Grantee's compliance with the specifications of this Agreement.
- D. The Grantee agrees to retain and make available to DHS all program and fiscal records for six (6) years after the end of the Agreement period.

- E. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee's or DHS' responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

21. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
1. Increased or decreased volume of services.
 2. Changes required by state and federal law or regulations or court action.
 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.
- C. *Non-Appropriation*: DHS reserves the right to cancel this Agreement in whole or in part without penalty if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.
- D. *Termination for Cause*: DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.
 The Grantee may terminate the Agreement after providing DHS a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure to perform under the terms of this Agreement.
 Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
 Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.
- E. *Termination for Convenience*: Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.
 In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement and shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.
- F. *Cancellation*: DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
 2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30)-day notice;
 3. Makes an assignment for the benefit of creditors;
 4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
 5. Incurs a delinquent Wisconsin tax liability;
 6. Fails to submit a non-discrimination or affirmative action plan as required herein;
 7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
 8. Becomes a federally debarred Grantee;
 9. Is excluded from federal procurement and non-procurement Agreements;
 10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;

11. Fails to maintain the confidentiality of DHS' information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
12. Grantee performance threatens the health or safety of a state employee or state customer.

22. NONCOMPLIANCE AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure DHS determines is necessary to protect the interests of the State.
- B. The Grantee shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide DHS with a plan to correct the noncompliance.
- C. If DHS determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.
- D. If required statistical data, reports, and other required information are not submitted when due, DHS may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

23. DISPUTE RESOLUTION

If any dispute arises between DHS and Grantee under this Agreement, including DHS' finding of noncompliance and imposition of remedial measures, the following process will be the exclusive administrative review:

- A. *Informal Review*: DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
 1. A brief statement of the issue.
 2. The steps that have been taken to resolve the dispute.
 3. Any suggested resolution by either party.
- B. *Division Administrator's Review*: If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within fourteen (14) days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.
- C. *Secretary's Review*: If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within fourteen (14) days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

24. FINAL REPORT DATE

- A. Expenses incurred during the Agreement period but reported later than **60 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur.
- B. Expenses incurred outside of the Agreement period would be considered not allowable.

25. INDEMNITY

To the extent authorized under state and federal laws, DHS and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

26. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of DHS shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
- B. DHS and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

27. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Agreement shall be the Circuit Court of Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin, as applicable.

28. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

29. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

30. ANTI-LOBBYING ACT

The Grantee shall certify to DHS that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

The Grantee shall use Standard Form LLL for Disclosure of Lobbying Activities available at: <https://www.gsa.gov/portal/forms/download/116430>. A completed disclosure must be provided upon Department request.

31. DEBARMENT OR SUSPENSION

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from federal procurement and non-procurement programs). The Grantee

further certifies that potential Subgrantees or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

32. DRUG FREE WORKPLACE

The Grantee, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

33. MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

34. CAPTIONS

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

35. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

None

Match Requirements:

Funding percentages:

- a. Federal:
- b. State:
- c. Local/Other:

36. NULL AND VOID

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of DHS' and Grantee's Authorized Representatives on this Agreement exceeds sixty (60) days inclusive of the two signature dates.

37. FEDERAL AWARD INFORMATION

FAIN (Federal Award Identification Number)	00E02760
Federal Award Date	12/12/2019; Amended 08/17/2020
Subaward period of Performance Start Date	10/01/2019
Subaward period of Performance End Date	09/30/2023
Amount of Federal Funds obligated (committed) by this action	\$12,000
Total Amount of Federal Funds obligated (committed)	\$12,000
Federal Award Project Description	Testing Water at Childcare Centers and Head Start Facilities
Federal Awarding Agency Name (Department)	U.S. Environmental Protection Agency
DHS Awarding Official Name	DHS Deputy Secretary, Debra K. Standridge
DHS Awarding Official Contact Information	DHSContractCentral@dhs.wisconsin.gov
Assistance Listing (formerly CFDA) Number	66.444
Assistance Listing (formerly CFDA) Name	Lead Testing in School and Child Care Programs Drinking Water Grant Program
Total made available under each Federal award at the time of disbursement	\$1,372,000
R&D?	No
Indirect Cost Rate	7%

Exhibit 1: Scope of Work
Wisconsin Lead-in-Water Testing and Remediation Initiative

05/15/2023 – 09/30/2023

For Grant Agreement between

De Pere Department of Health (Grantee)

and

Wisconsin Childcare Lead-in-Water Testing and Remediation Initiative, Division of Public Health

Wisconsin Department of Health Services (DHS) (Grantor)

1 West Wilson Street, Rm. 145, Madison WI 53703

Workflow, Grantor and Grantee responsibilities:

Grantor (DHS) will reimburse the Grantee for expenses incurred related to implementing a water sampling program and coordinating remediation measures for the Wisconsin Lead-in-Water Testing and Remediation (Lead-in-WTR) Initiative. The Grantee will serve as the primary point of contact for the licensed group childcare and Head Start facilities (hereafter referred to collectively as “childcare facilities”) enrolled in the initiative, and will:

- ✓ Ensure that all water outlets at each enrolled childcare facility are tested;
- ✓ Ensure childcare facilities receive sample results and understand what those results mean;
- ✓ Work with childcare facilities on any follow-up testing or immediate actions to reduce lead-in-water hazard exposure at the childcare facility;
- ✓ Maintain timely and effective communication with the childcare facilities throughout the grant period; and
- ✓ Report to DHS on grant activity progress throughout.

Specifically, the Grantee will:

1. Work to enroll priority childcare facilities identified by DHS, as well as other previously determined licensed group childcare facilities interested in participating in the Wisconsin Lead-in-WTR Initiative. All participating childcare facilities must be from a list provided by DHS. The grantee will prioritize the enrollment and testing at priority facilities. All enrolled childcare facilities must be licensed group childcare facilities and early Head Starts within the grantee’s jurisdiction.
 - 1.1. Provide childcare facilities with DHS informational materials to inform staff and families of the facility’s participation in the program.
 - 1.2. Complete training from DHS on water sampling protocols.
 - 1.3. Get all necessary information from the childcare facility prior to water testing, including:
 - 1.3.1. An approximate number of water outlets serving the location.
 - 1.3.2. A floorplan of the childcare facility, including locations of the water outlets (interior and exterior), as well as where the water line comes in from the street.
2. Contact Kathleen Dax-Klister, Data Management Supervisor, at the Wisconsin State Laboratory of Hygiene (WSLH) (608-263-6575 or kathleen.daxklister@slh.wisc.edu) and relay to her the approximate number of samples needed to complete water testing at the enrolled facilities.
 - 2.1. Place an order for the necessary supplies.
3. Work with childcare facility personnel to complete initial water sampling of childcare facilities following DHS’s guidance and water sampling checklist, making sure to keep thorough documentation of the sampling process.

- 3.1. Complete documentation of the assessment and sampling efforts using the coding and recordkeeping guidance provided by DHS.
- 3.2. Ship all water samples to the WSLH for analysis. DHS will receive and compile testing results from WSLH.
- 3.3. Receive all water sampling results from DHS, including which outlets require follow-up testing and immediate remediation actions within the childcare facilities.
4. Notify childcare facilities of all preliminary sampling results within one week of receipt, using the results documentation provided by DHS. Inform the facilities of the water outlets that require a second round of testing and/or short-term action steps.
 - 4.1. Notify childcare facility personnel of all outlets tested that produced results of ≥ 15 ppb lead-in-water as shown by the initial sampling.
5. Conduct follow-up water sampling, as needed, in accordance with DHS's guidance for this program.
 - 5.1. Request, as needed, additional sample kits from SLH.
 - 5.2. Coordinate with the facility to complete the follow-up sampling.
 - 5.3. Complete documentation on the assessment and sampling efforts using the coding and recordkeeping guidance provided by DHS.
 - 5.4. Ship all water samples to the WSLH for analysis. DHS will receive and compile testing results from WSLH.
6. Receive second round sample results from DHS and, within one week, notify childcare facilities of the results and the options of long-term remediation and/or replacement actions using the provided results documentation from DHS within a week of receiving the sample results.
7. Maintain communication with facilities and plumbers to ensure required remediation and/or replacement actions within childcare facilities is completed.
8. Coordinate final testing of all replaced water outlets to confirm that the replaced outlet is not elevated for lead in water, and the replacement was effective, following the 3Ts water testing protocol. Coordinate all sample bottles and shipping to lab as in previous sampling rounds. Receive final test results from DHS.
9. For each childcare facility, send out final report of all testing results, remediation, and replacements using DHS's report template within 2 weeks of receipt of final sampling results from DHS.

Budget: \$12,000

Facility Delivery Cost

10 facilities @ up to \$1,200 per facility. This amount includes any costs incurred for programmatic outreach and coordination with childcare facilities and plumbers, site assessment, sampling plan development and implementation, shipping costs, travel, sharing results with facilities, generation of a final facility report, and quarterly reporting to DHS.

Payment procedure:

Grantee will submit invoices to Madelyn Reinagel by email to madelyn.reinagel@dhs.wisconsin.gov. DHS will process requests for payment monthly.



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 13, 2023

DEPARTMENT: Economic Development

FROM: Daniel Lindstrom

SUBJECT: Consideration and Possible Action for an Agreement with Robert E Lee and Associates to prepare the necessary documentation for a potential stream relocation project on Parcel WD-D0077 located on Venture AV and Fortune AV.* (TID No. 11)*

ATTACHMENTS:

- Fortune Ave and Parcel WD-D0077 Stream Relocation 06132023 (PDF)
- Basemap WD-D0077 (PDF)
- Quote and Proposal - City of DePere Wetland Fill Stream Relocation for Stream adjacent to Fortune Ave 2023 (PDF)
- 00998 DePere_nav det_Fortune and Venture (PDF)
- 00998 DePere_navigability aerial (PDF)
- mud creek (PDF)

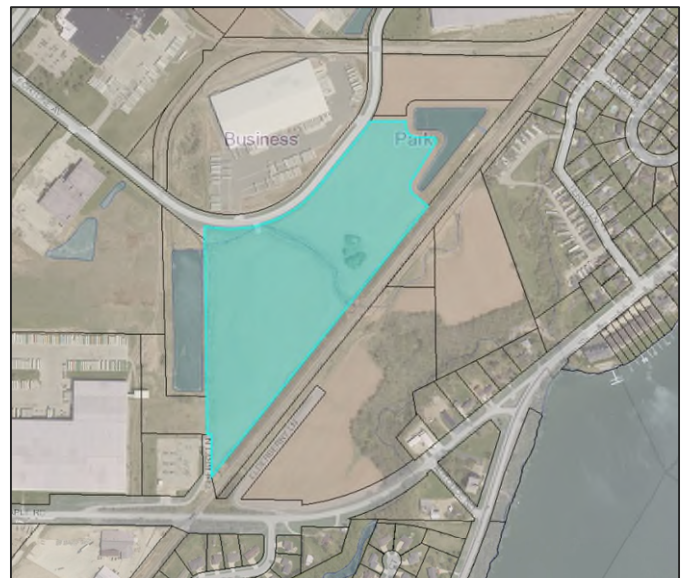
CITY OF DE PERE MEMO



To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: June 13, 2023

RE: **Consideration and Possible Action for an Agreement Amendment with Robert E Lee and Associates to prepare the necessary documentation for a potential stream relocation project on parcel WD-D0077 located on Venture AV and Fortune AV. (TID No. 11)**

The Development Services Department routinely fields calls and questions regarding available parcels for manufacturing in the west business park. The City continually misses out on possible development when competing projects that need more than eight to ten acres. The largest parcel in the west business park is WD-D077 at approximately 26.6 acres; however, the parcel is bisected by a DNR-determined navigable waterway making the site challenging for any large development. The creek would provide a natural parcel divide to create two parcels, but that would create a shallow parcel to the north of the creek and a narrow-fronted lot to the south of the creek. Staff proposed to conduct the analysis and hold preliminary meetings with the DNR and other economic development agencies to evaluate the possibility of relocating the stream to accommodate a future large-scale, rail-positioned development. Staff anticipates it will take over one year to conduct the necessary analysis and hold meetings with the DNR to determine if the relocation is possible. We have one of the largest rail-adjacent sites in the urban areas of Brown County and therefore we need to understand if the relocation is possible or if the parcel should be split on each side of the creek. Therefore, City staff proposed to consult with Robert E. Lee & Associates, Inc. to assist with the permitting to relocate and improve the creek further south.



The City of De Pere maintains an annual contract with Robert E. Lee & Associates, Inc. to perform smaller duties such as the completion of stormwater, wetland, and navigable waterway permits, drawing review, design review, wetland reviews and delineations, traffic impact analysis review, street lighting design, legal surveys, legal descriptions, easement preparation, or engineering issues that arise that exceed staff's availability or expertise. These services are usually part of larger engineering projects. When the City requests a nonstandard project we request a separate agreement or amendment to outline the necessary scope of work. The scope of work is attached for review. Due to a recent change in staff at the DNR and the potential unknowns associated with the relocation, REL and the City are proposed to conduct the work under a time and materials agreement based on the rates provided under the current contract between REL and the City of De Pere. The work would be funded by TID No. 11.



WD-D0077 Parcel Map

City of De Pere

0 125 250 500 750 1,000 Feet

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.

File Path:

Data Source:



May 5, 2023

Mr. Dan Lindstrom, AICP, Director of Development Services
CITY OF DE PERE
335 South Broadway
De Pere, WI 54115

RE: Engineering Services Proposal - West Industrial Park/Fortune Ave, City of De Pere, WI

Dear Mr. Lindstrom:

Thank you for the opportunity to provide this engineering services agreement for engineering efforts associated with relocating a waterway in the West Industrial Park. These services are being provided to identify the viability and apply for permitting to impact a wetland/waterway on portions of Parcel WD-D0077, including updating the now expired wetland delineation at the property. The following is a scope of services associated with this phase of work.

SURVEYING SERVICES

Topographic Survey

A detailed topographic survey should not be required for the initial step of this process, though survey information will need to be completed to complete the detailed stream realignment design. A budget survey number has been provided below, should survey services be needed prior to advancing to a detailed design.

WETLAND FILL COORDINATION

REL will work with the City, as necessary, to identify the desired development plan for the project area. Utilizing the updated wetland delineation conducted for the City of De Pere, REL will assist with the initial steps of the wetland fill/waterway relocation process. Since the wetland delineation is now outdated (conducted more than 5 years ago), NES Ecological Services will visit the site and recertify the previously completed delineation. This wetland update will be completed for the fee noted in the *Summary of Fee* section. REL will work with local and state officials to determine the navigability of the drainage way on the property. Navigability will drive the permitting process at the site. Based on historic site work, it is anticipated that waterway bisecting the property will be deemed navigable starting at the discharge of the off-site storm water pond.

Mr. Dan Lindstrom, AICP, Director of Development Services

CITY OF DE PERE

RE: Engineering Services Proposal - West Industrial Park/Fortune Ave, City of De Pere, WI

To better understand the potential impact to wetlands/waterway relative to conceptual development plans, initially we will create base drawings, then facilitate a meeting with the City, Wisconsin Department of Natural Resources (WDNR), and Army Corps of Engineers (ACOE) staff. This initial scoping meeting will give the project team a better understanding of what options are available for the project area.

The following describes the general tasks for the wetland fill application process if that is the most applicable path forward. Please note, the complexity of the fill process will be dictated by whether a general or individual fill permit is necessary, and whether the drainageway is deemed navigable or not. If the fill exceeds 10,000 square feet, or if the fill is being completed by another entity not currently owning the property, then an individual fill permit is likely.

There are three main components/analyses required to complete a wetland permit application:

1. Wetland Boundary Determination.
2. Practicable Alternatives Analysis.
3. Wetland Functional Values Assessment.

Practicable Alternatives Analysis

The main component of most permit applications is the section discussing potential project alternatives. The regulating agencies want and need to know if the applicant has fully considered all possible options. Can the wetland impact be avoided? Can the impact be minimized to the greatest extent possible? These questions need to be answered thoroughly for the agencies to consider granting the wetland fill permit. There are different reasons for requesting a permit, such as logistics, safety concerns, economics, etc.

Wetland Functional Values Assessment

To determine the quality of wetland proposed to be impacted, an assessment of the functions provided by the wetland must be completed. Agency personnel take the quality and function of the impacted wetland into consideration when making their decision regarding the permit.

It is understood that a functional values assessment would have been completed in association with the wetland delineation report.

Preparation of Wetland Permit Application

Once the practicable alternatives analysis and functional values assessment has been completed, we will pull all the material together to complete the application and submit it to the ACOE and WDNR.

Wetland Mitigation

If an individual wetland fill permit is applicable, wetland mitigation is a requirement. Mitigation can be handled on-site, through the purchase of wetland credits from a wetland bank or purchased credits through the fee in-lieu program the WDNR has set up. Once the appropriate mitigation method is

Mr. Dan Lindstrom, AICP, Director of Development Services

CITY OF DE PERE

RE: Engineering Services Proposal - West Industrial Park/Fortune Ave, City of De Pere, WI

determined, REL can assist in that process. Typically, mitigation is purchased at a ratio ranging from 1.2:1 to 1.75:1 based on the quality of the existing wetland, and the type of mitigation selected. If the wetland being filled is also associated with a navigable waterway, additional requirements may apply.

Waterway Relocation

If the drainage way through the property is deemed a waterway and is considered navigable, then permitting would also follow the individual permit process, though for stream relocation or stream enclosure. Waterway relocations are broken into categories based on length of relocation/enclosure. Typically, an impact to a waterway less than 200 feet in length is less complex to permit.

REL will work with the City and review agencies to determine navigability, and then determine the best means of relocation/enclosure. A path forward will be selected based on the likelihood of permissibility of potential alternatives.

The amount of engineering efforts associated with an enclosure versus a relocation can vary widely. If the waterway is navigable, REL will proceed with the necessary professional services to navigate the relocation application process on a time and expense basis.

SITE ENGINEERING

For this project, site engineering will include creating the necessary concept development plans to help illustrate the developability of the project area and illustrate the area of impact associated with the wetland fill/stream relocation portion of the project.

Additional mapping illustrating such things as alternate site selection, soils types, parcel mapping with contours, wetland indicators, and wetlands will also be applicable for the wetland fill component of the project.

Fee Summary

Based on the scope of services needed to update the wetland delineation and progress through the wetland impact, waterway relocation process, REL is proposing the following fees. The wetland work will be provided on a lump sum basis, with preliminary engineering and wetland/waterway permitting being completed on a time-and-expense basis, based on our billing rates on file with the City of De Pere for our annual Engineering Services Contract:

- | | |
|--|---------|
| 1. Wetland Delineation Update (lump sum) | \$2,450 |
| 2. Preliminary Engineering / Permitting | T&E |

Additional Service (as needed)

Site Survey (budget – T&E estimated)	\$1,500
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Any permit or review fees would be passed along to the City for payment as a reimbursable expense.

Mr. Dan Lindstrom, AICP, Director of Development Services

CITY OF DE PERE

RE: Engineering Services Proposal - West Industrial Park/Fortune Ave, City of De Pere, WI

We appreciate the opportunity to work with the City on this project and are able to begin work on the project immediately upon receiving approval. Attached, and made part of this proposal, is a copy of our Standard Terms and Conditions, dated June 2006. If this proposal is acceptable, please sign in the location below, and return a copy for our files. Feel free to contact our office with any questions.

Sincerely,

ROBERT E. LEE & ASSOCIATES, INC.



Jared G. Schmidt, P.E., V.P.

Civil/Municipal Engineering Manager

JGS/NJM

ENC.

ACCEPTED BY CITY OF DE PERE

Signature

Print Name

Date

ROBERT E. LEE & ASSOCIATES, INC.

STANDARD TERMS AND CONDITIONS

I. SCOPE

Robert E. Lee & Associates, Inc. agrees to perform the engineering, surveying, and/or environmental services described in the proposal or agreement in which these standard terms and conditions are referenced and to which they are attached. Unless modified in writing by the parties thereto, duties of Robert E. Lee & Associates, Inc. shall not be construed to exceed those services specifically set forth in the proposal or agreement to which these standard terms and conditions are attached.

II. COMPENSATION

Client agrees to pay for the services provided in accordance with the compensation provisions described in the proposal or agreement to which these standard terms and conditions are attached. Payment to Robert E. Lee & Associates, Inc. will be made within 30 days after the date of billing. For all amounts unpaid after 30 days from the invoice date, the client agrees to pay Robert E. Lee & Associates, Inc. a finance charge of 1-1/2% per month.

For time and expense compensation, charges will consist of salary-related costs and nonsalary costs. Salary-related charges include, but are not limited to, the following:

1. Salaries paid employees for time spent working directly on the subject project.
2. Costs of employee fringe benefits attributable to the employee's time spent working directly on the subject project.
3. General and administrative overhead charges distributed on the basis of employee time spent working directly on the subject project.

Nonsalary costs cover items directly related to the project, other than those covered by salary-related costs. Such nonsalary costs shall be computed on the basis of actual purchase price for items and services obtained from commercial sources and outside consultants. Cost of items and services provided directly by Robert E. Lee & Associates, Inc. shall be in accordance with rate schedules based on normal charges of commercial sources. Nonsalary items and services include, but are not limited to, the following:

1. Services directly applicable to the project such as special legal and accounting expenses, computer rental and programming costs, special consultants, borings, environmental analyses, commercial printing and binding, and similar services that are not applicable to general overhead.
2. Identifiable reproduction services applicable to the project such as printing of drawings, photostating, multilithing, printing, and similar services.

3. Identifiable communication services such as long-distance telephone, telegraph, cable, express services, and postage other than for general correspondence.
4. Living and traveling expenses of employees when away from home office on business connected with the project.
5. Subcontracted services.

III. RESPONSIBILITY

Robert E. Lee & Associates, Inc. is employed to render a professional service only, and any payments made by the client are compensation solely for such services rendered and recommendations made in carrying out the work. Robert E. Lee & Associates, Inc. shall follow the practice of the civil engineering, surveying, and/or environmental services professions to make findings, opinions, factual presentations, and professional advice and recommendations.

In performing construction management services, Robert E. Lee & Associates, Inc. review of work prepared or performed by other individuals or firms employed by the client shall not relieve those individuals or firms of complete responsibility for the adequacy of their work.

It is understood that any resident engineering or construction observation provided by Robert E. Lee & Associates, Inc. is for the purpose of determining compliance with the technical provisions of the project specifications and does not constitute any form of guarantee or insurance with respect to the performance of a contractor. Robert E. Lee & Associates, Inc. does not assume responsibility for methods or appliances used by a contractor, for safety of construction work, or for compliance by contractors with laws and regulations.

It is understood and agreed by both parties that Engineer, in performing professional services for Owner with respect to hazardous substances, will make recommendations to Owner with respect thereto, but does not have the authority or responsibility to decide where disposal or treatment takes place, nor to designate how or by whom the hazardous substances are to be transported for disposal or treatment.

IV. INSURANCE AND LIMITS OF LIABILITY

Robert E. Lee & Associates, Inc. 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. The client agrees to limit the liability of Robert E. Lee & Associates, Inc. to the extent of Robert E. Lee & Associates, Inc. insurance or as otherwise stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability,

and broad form property damage liability. The combined single limit of liability for bodily injury and property damage shall be \$1,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit of liability for bodily injury and property damage shall be \$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 Robert E. Lee & Associates, Inc. The limit of liability shall be \$50,000.

V. SUSPENSION OF WORK

The client may suspend, in writing, all or a portion of the work under the Agreement in the event unforeseen circumstances beyond the control of the client make normal progress in the performance of the work impossible. Robert E. Lee & Associates, Inc. may request that the work be suspended by notifying the client, 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 the Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project.

VI. TERMINATION OF WORK

Either party may terminate work in the event the other party fails to perform in accordance with the provisions of the Agreement. Termination of the 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, Robert E. Lee & Associates, Inc. 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 terminated portion of the project prior to the effective date of termination.

Robert E. Lee & Associates, Inc. shall be compensated for the terminated portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

VII. ASSIGNMENT

These terms and conditions and the Agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. The Agreement is not to be assigned by either the client or Robert E. Lee & Associates, Inc. without the prior written consent of the other.

VIII. INTEGRATION

These terms and conditions and the Agreement to which they are attached represent the entire understanding of the client and Robert E. Lee & Associates, Inc. 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. The Agreement may not be modified or altered except in writing signed by both parties.

IX. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the state of Wisconsin. Jurisdiction of litigation arising from the Agreement shall be in the state of Wisconsin. If any part of the 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 the Agreement shall be in full force and effect.

X. DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the design or construction of the project following the completion of the project, the Client and the Engineer agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation unless the parties mutually agree otherwise.

The Client shall make no claim for professional negligence, either directly or in a third party claim, against the Engineer unless the Client has first provided the Engineer with a written certification executed by an independent engineer currently practicing in the same discipline as the Engineer and licensed in the state of Wisconsin. This certification shall: a) specify each and every act or omission that the certifier contends is a violation of the standard of care expected of an Engineer performing professional services under similar circumstances; and b) state in complete detail the basis for the certifier's opinion that each such act or omission constitutes such a violation. This certificate shall be provided to the Engineer not less than thirty (30) calendar days prior to the presentation of any claim or the institution of any mediation or judicial proceeding.

In the event of any litigation arising from or related to the services provided under this Agreement, the prevailing party will be entitled to recovery of all reasonable costs incurred, including staff time, court costs, attorneys' fees and other related expenses.

All legal actions by either party against the other arising out of or in any way connected with the services to be performed hereunder shall be barred and under no circumstances shall any such claim be initiated by either party after two (2) years have passed from the date of completion of construction phase services, unless the Engineer's services shall be terminated earlier, in which case the date of termination of this Agreement shall be used.

June 2006



March 31, 2016

INF-NE-2016-5-00998

City of De Pere
Attn: Karen Heyrman
925 S. Sixth St
De Pere, WI 54115
[sent electronically]

RE: Request for Navigability Determination for Mud Creek, located in the City of De Pere, Brown County

Dear Ms. Heyrman:

I visited this site with you today. The waterway was inundated with water and the majority of the site along the waterway was flooded outside of the banks and far enough into the farm field to make access to the waterway channel impractical. The waterway at the outlet of the retention pond has a channel approximately 1.5ft in depth and 6ft wide which was full of water. While I did not have a small watercraft at the site visit, the waterway could have easily floated a small watercraft in the channel. A "desktop review" was completed and emailed to you on January 19, 2016 indicating the map documentation provides evidence the waterway likely meets the navigability determination. Today's field visit confirms what the map data demonstrates. In Wisconsin, the Supreme Court has defined a navigable waterway as one which has a defined bed and banks and carries enough water to float a canoe or other watercraft during the spring high water periods. Based on this definition and the conditions observed at your site, the stream on your property has been determined to be navigable/public.

Chapter 30, Wis. Stats., permits are needed for work in and near this waterway. Information on these regulations and application materials are available on the DNR web site at <http://dnr.wi.gov/topic/Waterways/>. Specifically, the City will need to obtain a Ch 30 culvert crossing permit for a new culvert crossing of the navigable waterway. You can find more information on culverts at the Department's website http://dnr.wi.gov/topic/Waterways/water_levels_crossings/culverts.html. When the City is ready to submit an application, please use the online application system "Water Permits" found at <http://dnr.wi.gov/permits/water/>. Click on "Waterway and wetland" (the hyperlink at the bottom of the webpage) and then scroll through the alphabetical listing to find "Culvert – with professionally engineered design". The link to the right is used to begin the General Permit (GP) application process.

If the culvert crossing is for a public City roadway, your DNR contact and permit review person is Jim Doperalski, Environmental Analysis & Review Specialist. If the culvert crossing is for a private roadway/development, then I will be your contact and permit review person. Certain activities may also require permits from Brown County and/or Army Corps of Engineers and you should contact those agencies before beginning any construction at this site.

We are committed to service excellence.

Visit our survey at <http://dnr.wi.gov/customersurvey> to evaluate how I did.

If you have any questions about your permit, please call me at (920) 662-5466 or you can reach me by email at Crystal.VonHoldt@wisconsin.gov.

Sincerely,



Crystal von Holdt
Water Management Specialist

Email cc: Jessica Kempke, Project Manager, U.S. Army Corps of Engineers
Matt Heyroth, Brown County Zoning Administrator
Jim Doperalski, WDNR Env. Analysis & Review Specialist
Cara Kamke, WDNR Conservation Warden

2013 aerial



Legend

Notes

CNH
3-31-16



1: 11,661



DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: <http://dnr.wi.gov/org/legal/>

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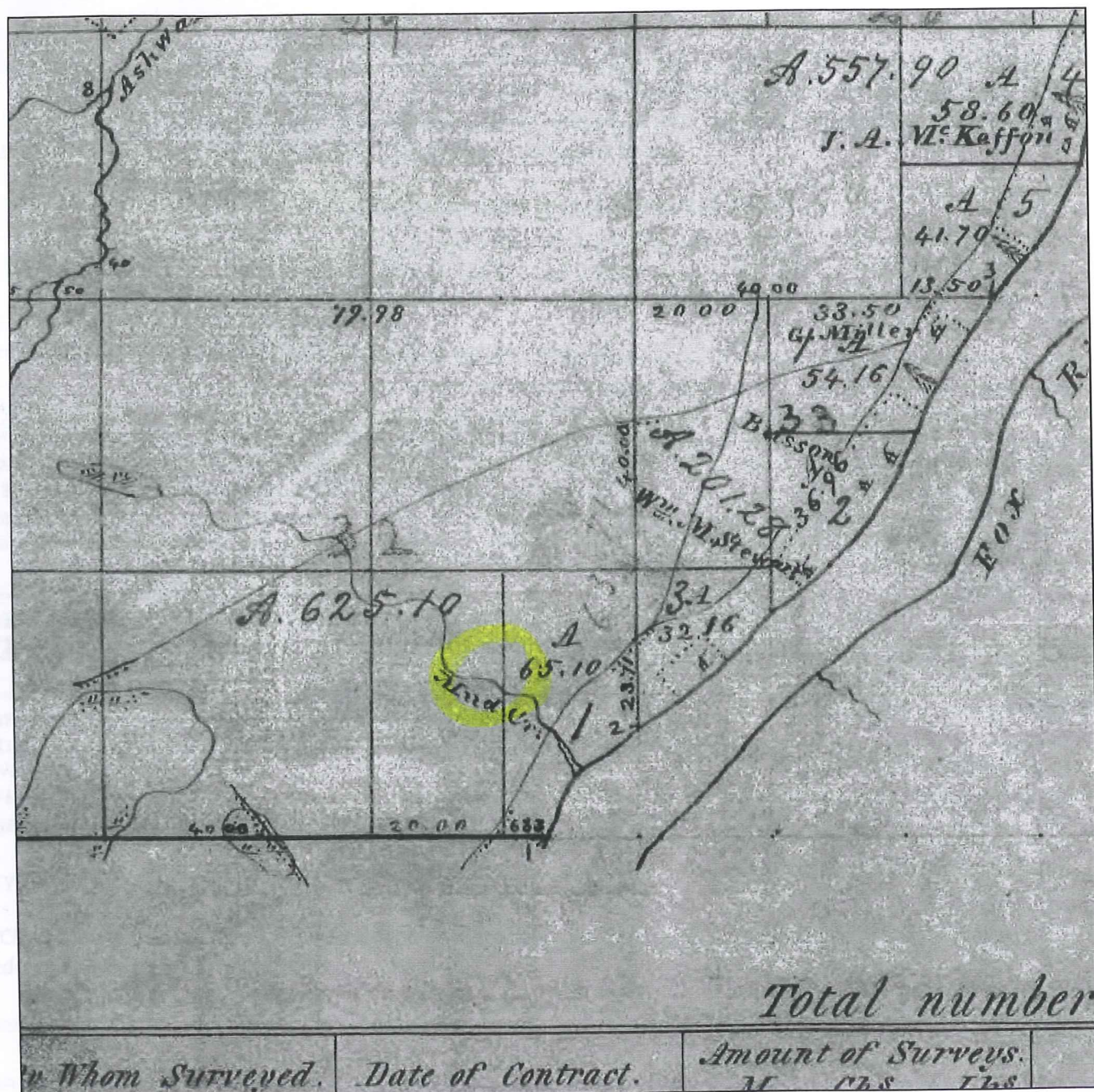
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Plat Map for T23N R20E (original)



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City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 13, 2023

DEPARTMENT: Finance Department

FROM: Pamela Manley

SUBJECT: Consideration and Possible Action on approval of preliminary 2023 borrowing.*

ATTACHMENTS:

- 2023 Preliminary Borrowing Memo_6.13.23 (PDF)
- 2023 Preliminary Borrowing Items_6.13.23 (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: June 13, 2023

RE: **Preliminary Approval of 2023 Borrowing Items**

I have attached the project list for the development of an initial resolution to authorize the 2023 borrowing. The projected borrowing is in the form of ten-year general obligation notes including \$5,290,565 for non-TID equipment and projects and \$8,951,000 for various TID items. The 10 Year Note and Notes – TIF columns have been confirmed/adjusted by each department. For your reference items that have been adjusted have been highlighted. The City's borrowing consulting firm of RW Baird will review the list and provide their recommendations regarding note or bond sizing and repayment terms.

Pending Finance Committee approval, the initial resolutions for these projects will go to Finance on July 11th and City Council July 18th for preliminary approval. The City Council giving final approval to the most favorable bond bid on August 15th, 2023. Proceeds would then be projected to be available to the City by September 2023.

City of De Pere, Wisconsin

Projects	Cost	Short-Term Note	10 Year Note	Notes - TIF
General Government				
IT - Replace Police Department Security Cameras	10,000	10,000		
City Hall - Annual Maintenance	10,000	10,000		
City Hall - Boiler Replacement	250,000		250,000	
City Hall - Roof Safety Improvements	100,000		100,000	
Health - Replace Flooring, Paint and add Office	27,433	27,433		
Total General Government	635,383	47,433	350,000	0

Public Safety

Purchase Tethered Drone (Police/Fire/Storm Water)	34,095	22,730		
Scanning Hardware and Software (Police/Fire/Building Inspection)	56,300			
Police - Year 2 Vehicle Lease Payment (4 Ford SUV Explorers)	84,215		84,215	
Police - Replace Patrol Officer Vehicles (4 SUV Hybrids)	85,599		85,599	
Police - Lease Two Administrative Vehicles	26,667	26,667		
Police - Cell Phone Data Extraction System Renewal	3,299	3,299		
Police - Window Replacement	13,500	13,500		
Fire - Replace PPE	45,000		45,000	
Fire - Portable and Mobile Radios	84,631		84,631	
Fire - Replace 2017 Ambulance	350,000		175,000	
Fire - Replace Station #1 Apparatus Floor	35,000		35,000	
Fire - Replace 1995 Pumper	850,000		850,000	
Fire - Replace Station #1 West Wing Office Windows	100,000	13,500		
Total Public Safety	2,313,806	79,696	1,359,445	0

Public Works

Purchase of Property for New Compost Site	500,000		100,000	
Streetscape Art Improvements - Alley between Nicolet Square and Main Avenue	10,000	10,000		
Administration - Replace Street Superintendent Vehicle #65	40,000		10,000	
MSC - Replace Rain Gutters	50,000	27,500		
MSC - Install Four EV Charging Stations for Electric Fleet Vehicles	25,000	13,750		
MSC - Replace Front Office Carpeting	60,000		33,000	
MSC - Replace Fuel Tanks and Fuel System	2,500,000		650,000	
Snow & Ice - Replace Dump Truck #86	350,000		394,156	
Snow & Ice - Replace Front End Loader #103	275,000		200,964	
Traffic Signs & Markings - Thermoplastic Pavement Markings on Claude Allouez roundabout	60,000		60,000	
Street Lighting - Replace Decorative and Regular Street Light Poles and Fixtures	50,000		50,000	
Weed Control - Purchase Flail Mower for Tool Cat	18,000	6,300		
Planning - TID 7 Downtown Pots - Landscaping	3,000			3,000
Planning - TID 7 Facade Grant Program	60,000			60,000
Planning - TID 9 Downtown Pots - Landscaping	3,000			3,000
Planning - TID 9 Development Rebate	300,000			300,000
Planning - TID 9 Facade Grant Program	60,000			60,000
Planning - TID 10 Development Rebate	200,000			200,000
Planning - TID 11 West Industrial Park Railroad Spur Inspection & Maintenance	22,500			22,500
Planning - TID 11 Development Rebate	300,000			300,000
Planning - TID 11 Concrete Street Rehabilitation - American Boulevard	400,000			400,000

City of De Pere, Wisconsin

Projects	Cost	Short-Term Note	10 Year Note	Notes - TIF
Planning - TID 12 West Industrial Park Railroad Spur Inspection & Maintenance	22,500			22,500
Planning - TID 12 Development Rebate	300,000			300,000
Planning - TID 12 Land Purchase	3,280,000			3,280,000
Planning - TID 15 South Bridge ROW Acquisition	375,000			375,000
Planning - TID 15 Preserve Infrastructure Development	2,000,000			2,000,000
Planning - TID 15 Development Rebate	2,000,000			1,625,000
Total Public Works	16,024,050	57,550	1,498,120	8,951,000

Parks & Recreation

Community Center - Facility Improvements/Upgrades & Repairs	10,000	10,000		
Parks & Public Lands - ADA Sidewalk & Hard Surface Replacement Program	25,000	25,000		
Parks & Public Lands - Braisher Park Sidewalk Repair	20,000	20,000		
Parks & Public Lands - Waterview Heights Grading and Seeding	35,000		35,000	
Parks & Public Lands - Park Light Replacement Program	15,000	15,000		
Parks & Public Lands - Preserve Park Sign Replacement	12,000	12,000		
Parks & Public Lands - Main Street Railroad Underpass Sustainable Planting Consultant	10,000	9,821		
Boat Ramps - Perkofski Boat Launch Dock Section Refurbishment	12,000	6,000		
Boat Ramps - Perkofski Boat Launch Ticket Machine Replacement	15,000	7,500		
Boat Ramps - Bomier/Front Street Dock Repair and Restructure	12,000	6,000		
Boat Ramps - Perkofski Boat Launch Canoe/Kayak Launch Installation	50,000	4,000		
Parks Equip/Veh Maintenance - Holder #1 Replacement	150,000		150,000	
Parks Equip/Veh Maintenance - Truck 4 Replacement	60,000		60,000	
Parks Equip/Veh Maintenance - Truck 15 Replacement	30,000	30,000		
Parks Equip/Veh Maintenance - Truck 16 Bed and Liftgate Replacement	20,000	20,000		
Total Parks & Recreation	2,553,000	165,321	245,000	0

Street Management

Crackfilling/Patching - Various	250,000		250,000	
Sidewalks	237,400		115,000	
Pulverize and Pave	860,000		860,000	
Bridge Rehabilitation - Creamery Road and Parkview Road	28,000		28,000	
2025 Lawrence Drive Reconstruction Partial Engineering	260,000		100,000	
Main Avenue and Reid Street Pavement Replacement Partial Engineering	500,000		125,000	
Alley Reconstruction	360,000		360,000	
Total Street Management	3,611,676	0	1,838,000	0

TOTALS - CAPITAL PROJECTS	\$ 28,834,915	\$ 350,000	\$ 5,290,565	\$ 8,951,000
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Values updated since 2023 Budget Approval



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 13, 2023

DEPARTMENT: Finance Department

FROM: Pamela Manley

SUBJECT: Consideration and Possible Action on 2022 budget items carried forward to 2023.*

ATTACHMENTS:

- Non-Lapsing Carryover Funds Memo 6.6.23 (PDF)
- List for Committee 22-23 (PDF)
- Resolution-22 carryover funds (PDF)

CITY OF DE PERE MEMO



To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: June 6, 2023

RE: 2022 Funds Carried Forward to 2023

I have attached the proposed resolution where we annually reserve a portion of our General Fund balance for amounts that generally were received or budgeted in 2022 but will not be spent until 2023. These are listed by department with a brief description for each item. For informational and comparative purposes, 2021's carryover amount was \$487,994. A large portion of this year's increase is due to the Nelson Family Pavilion (\$768,735) and the remaining excess stadium tax proceeds (\$107,493.62).

The 2022 audit has not been completed and as such I do not have current fund balances available. However, seeing as these funds were already budgeted for in 2022 or additional funds donated or granted to the City throughout the year, I recommend that the non-lapsing items be approved for carryover to 2023. Please feel free to contact me prior to the meeting with any questions.

**City of De Pere
Non-Lapsing Fund Detail
December 31, 2022**

DEPARTMENT	ITEM	AMOUNT	COMMENTS
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General Government

Administrator	Strategic Visioning & Branding	56,048	Unspent Branding Funds from 2019-2022
Administrator	Sustainability	280	Unspent Sustainability Funds from 2022
Attorney	Outside Council - Police	8,882	Budgeted amount part of unassigned reserves
Attorney	Outside Council - Fire	8,417	Budgeted amount part of unassigned reserves
Attorney	Outside Council - Eminent Domain	6,477	Budgeted amount part of unassigned reserves
Attorney	Outside Council - 10 Acre Rules	1,082	Budgeted amount part of unassigned reserves
Elections	Electronic Poll Book (1)	2,500	Unspent budgeted amount from 2022 for Central Count
Human Resources	Training	481	Annual SHRM Conference-unable to attend in 2022.
Human Resources	Consulting	10,000	Job descriptions
Information Management	Laserfiche Enterprise Content Management (Cloud)	33,000	Annual Renewal - Carryover from 2022 to 2023
Information Management	Annual Penetration Testing	5,000	Annual Renewal - Carryover from 2022 to 2023
Information Management		56,000	CCTV - Phase 3, Network Switches and City Hall Fiber from 2022 to 2023

Public Safety

Police Department	Police-Training	14,947	This amounts represents unspent state grants specific for training.
Police Department	Police - K9 Funds	41,726	This amount represents unspent donations for K9 Care & Supplies
Police Department	Police - Miscellaneous Grants	24,769	Miscellaneous Grants
Fire Department	Consulting	18,000	study did not happen in 2022
Fire Department	EMS: Funding Assistance Program	12,576	Grant funds from the State July 1-June 30
Fire Department	EMS: ACT 102	15,996	Grant funds from the State July 1-June 30
Fire Department	Donations	14,252	Donation Account-inc. therapy dog

Public Works

Tom B	Street Lighting - Light Heads	3,000	Ordered in 2022 but have not been shipped
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Conservation and Development

Development Services		40,000	Comprehensive Housing Study-needed to wait for the completion of the zoning code
Development Services	Excess Stadium Tax Proceeds	107,494	Unspent projects (Public Art Initiative, Streetscape Project, & Mulva Infrastructure)
Development Services	Historic Plaques	3,200	

Culture and Recreation

Community Center	Operating Supplies	1,250	Bussing from Kidz Zone – Fall Semester 2022 @ estimate \$1,000; Sparring Equipment for TKD \$250
Community Center	Playgrounds	200	Purchase 2 Portable Tennis Nets for Playground Program @ \$100 each
Parks and Recreation	Replace Prairie Grass E of Walkway Riverwalk	8,960	Original funding from 2018 - In 2022 they spent \$362 on plants and \$1,615 on wood for landscaping beds. Would like to roll the balance over one more year. They are looking to see if anything else can be done in the area.
Parks and Recreation	Video Security System	10,000	Original funding from 2020 - Waiting for City system to be installed - Not complete roll to 2023
Parks and Recreation	Voyageur Park Bathroom Facility	131,608	2021 Carryover for replacement was \$170,000 and paid \$38,393 to McMahon for the Technical Design of the building, leaving \$131,607 (not including donations)
Parks and Recreation	Under bridge inspection for viewing pier	10,000	2021 Carryover - Was not included in Engineering project - Roll to 2023
Parks and Recreation	Contract Tree Removals	10,467	Didn't quite finish in 2022, Paid Onsite Logging \$69,533.42 but holding the rest as a handful of trees and stumps to still remove - will complete in Spring 2023
Parks and Recreation	Nelson Family Pavilion	768,735	Donations - Does not include the add funds pledged from the Nelson Family or the Cloud Family (includes \$170,000 city of De Pere funds allocated for restroom replacement)
Parks and Recreation	Jerry Hasenberg Tree Fund	675	Donations - Balance in fund - roll to 2023
Parks and Recreation	Holiday Light Show	4,600	Donations - Net Profit from Light Show - Roll to 2023 for purchase of additional displays
Parks and Recreation	Recreation Scholarships	35,212	Donations reserved for scholarships
TOTAL		1,465,833	

RESOLUTION #23-XX

ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2022

BE IT HEREBY RESOLVED, that the Mayor and Common Council of the City of De Pere do hereby authorize that the following accounts be established as non-lapsing funds as of December 31, 2022.

<u>Account</u>	<u>Amount</u>
Administrator-Strategic Visioning & Branding	\$ 56,048
Administrator-Sustainability Funds	\$ 280
Attorney-Outside Council	\$ 24,857
Elections-Electronic Poll Books (1)	\$ 2,500
Human Resources-Training (SHRM Conference)	\$ 481
Human Resources-Consulting (Job Descriptions)	\$ 10,000
Information Mgmt-Laserfiche Enterprise Content Management	\$ 33,000
Information Mgmt-2022 Software Renewals	\$ 5,000
Information Mgmt-CCTV-Phase 3	\$ 56,000
Police-Training	\$ 14,947
Police-K9 Funds	\$ 41,726
Police-Miscellaneous Donations	\$ 24,769
Fire-Consulting	\$ 18,000
Fire/Rescue-Funding Assistance Program	\$ 12,576
Fire/Rescue-Act 102	\$ 15,996
Fire-Donations	\$ 14,252
Public Works-Street Lighting	\$ 3,000
Development Services-Comprehensive Housing Study	\$ 40,000
Development Services-Excess Stadium Tax Proceeds	\$107,494
Development Services-Historic Plaques	\$ 3,200
Community Center-Operating Supplies	\$ 1,250
Community Center-Playgrounds	\$ 200
Parks & Recreation-Prairie Grass East of Walkway for Riverwalk	\$ 8,960
Parks & Public Lands-Video Security System	\$ 10,000
Parks & Public Lands-Voyageur Bathroom Facility	\$131,608
Parks & Public Lands-Under bridge inspection for viewing pier	\$ 10,000
Parks & Recreation-Contract Tree Removals	\$ 10,467
Parks & Recreation-Nelson Family Pavilion	\$768,735
Parks & Recreation-Jerry Hasenberg Tree Fund	\$ 675
Parks & Recreation-Holiday Light Show	\$ 4,600
Parks & Recreation-Recreation Scholarships	\$ 35,212
TOTAL	\$1,465,833

Resolution #23-XX

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of
June, 2023.

APPROVED:

James G. Boyd, Mayor

ATTEST:

Carey E. Danen, City Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: _____



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 13, 2023

DEPARTMENT: Finance Department

FROM: Pamela Manley

SUBJECT: Consideration and Possible Action on the City of De Pere Investments and Cash Detail report for April 2023.

ATTACHMENTS:

- 2023.04 Cash and Investments Memo 6.7.23 (PDF)
- Cash and Investment Report - Apr 2023 -6.13.23 (PDF)

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: June 7, 2023
Subject: Cash and Investments Report for April 30th, 2023

I have attached a summary of the City's Cash and Investments for your information and review as of April 30th, 2023. I have also attached last year's monthly summary of the accounts from January 1 to December 31, 2022, so you can see comparable activity throughout the course of the year for all accounts. The City's investment return increased \$620,709.28 for the year through April. For your information, our budgeted annual amount for general fund investment income for 2023 is \$325,000. The LGIP investment account increased \$ 364,430.91 in April due to the receipt of quarterly state transportation aids. It also decreased by \$1,010,911.37 as we transferred out the lottery credit payments received in March from the state to allocate out to other taxing jurisdictions as well as for our operating expenses. The LGIP interest rates continue to increase as April's rate was 4.80%. Feel free to contact me should you have any questions on this.

DE PERE CASH AND INVESTMENTS SUMMARY

APRIL 30, 2023

CASH ACCOUNTS

CHECKING ACCOUNTS	BALANCE
CITY CHECKING	\$ 2,348,011.28
HEALTH CHECKING	\$ 1,540,734.47
DENTAL CHECKING	\$ 99,183.93
SUBTOTAL	\$ 3,987,929.68
TOTAL CASH	\$ 3,987,929.68

INVESTMENTS

	BALANCE	INTERST AND APPRECIATION	ANNUALIZED RATE OF RETURN
LGIP	\$ 13,209,784.55	\$ 202,283.97	4.56%
ASSOCIATED BANK TRUST	\$ 4,951,046.34	\$ 80,826.49	4.98%
CHARLES SCHWAB INVESTMENTS	\$ 6,256,136.34	\$ 112,069.95	5.47%
MONEY MARKET	\$ 13,763,969.74	\$ 225,528.87	4.68%
TOTAL INVESTMENTS	\$ 38,180,936.97	\$ 620,709.28	
TOTAL CASH AND INVESTMENTS	\$ 42,168,866.65		

NOTE: The City budgeted \$325,000 for general fund revenues in the 2023 Adopted Budget.

DE PERE CASH AND INVESTMENT YEARLY SUMMARY
April 30, 2023

	31-Jan-2023	28-Feb-2023	31-Mar-2023	30-Apr-2023	31-May-2023	30-Jun-2023
CHECKING ACCOUNTS						
CITY CHECKING	1,870,986.92	1,326,744.41	1,688,789.25	2,348,011.28	-	-
HEALTH CHECKING	1,755,720.84	1,709,250.66	1,582,427.99	1,540,734.47	-	-
DENTAL CHECKING	98,034.92	99,538.51	98,343.69	99,183.93	-	-
SUBTOTAL	\$ 3,724,742.68	\$ 3,135,533.58	\$ 3,369,560.93	\$ 3,987,929.68	\$ -	\$ -
TOTAL CASH	\$ 3,724,742.68	\$ 3,135,533.58	\$ 3,369,560.93	\$ 3,987,929.68	\$ -	\$ -
INVESTMENTS						
LGIP	13,692,384.53	13,740,090.86	13,803,274.90	13,209,784.55	-	-
ASSOCIATED BANK TRUST	4,906,570.44	4,873,387.33	4,941,856.39	4,951,046.34	-	-
CHARLES SCHWAB INVESTMENTS	6,196,864.06	6,164,016.10	6,208,110.42	6,256,136.34	-	-
MONEY MARKET	20,597,891.13	14,658,535.08	13,712,291.37	13,763,969.74	-	-
TOTAL INVESTMENTS	\$ 45,393,710.16	\$ 39,436,029.37	\$ 38,665,533.08	\$ 38,180,936.97	\$ -	\$ -
TOTAL CASH AND INVESTMENTS	\$ 49,118,452.84	\$ 42,571,562.95	\$ 42,035,094.01	\$ 42,168,866.65	\$ -	\$ -

	31-Jul-2023	31-Aug-2023	30-Sep-2023	31-Oct-2023	30-Nov-2023	31-Dec-2023
CHECKING ACCOUNTS						
CITY CHECKING	-	-	-	-	-	-
NOTE: The City budgeted \$325,000	-	-	-	-	-	-
DENTAL CHECKING	-	-	-	-	-	-
SUBTOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CASH	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
INVESTMENTS						
LGIP	-	-	-	-	-	-
ASSOCIATED BANK TRUST	-	-	-	-	-	-
CHARLES SCHWAB INVESTMENTS	-	-	-	-	-	-
MONEY MARKET	-	-	-	-	-	-
TOTAL INVESTMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CASH AND INVESTMENTS	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

DE PERE CASH AND INVESTMENT YEARLY SUMMARY
December 31, 2022

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

	31-Jul-2022	31-Aug-2022	30-Sep-2022	31-Oct-2022	30-Nov-2022	31-Dec-2022
CHECKING ACCOUNTS						
CITY CHECKING	822,949.66	953,122.70	1,901,788.97	1,535,230.43	1,189,749.44	3,442,584.63
HEALTH CHECKING	1,954,331.82	1,981,651.18	1,992,335.23	1,986,103.44	1,848,566.32	1,862,453.90
DENTAL CHECKING	80,211.31	84,975.21	88,158.71	92,293.53	89,569.90	88,633.27
SUBTOTAL	\$ 2,857,492.79	\$ 3,019,749.09	\$ 3,982,282.91	\$ 3,613,627.40	\$ 3,127,885.66	\$ 5,393,671.80
TOTAL CASH	\$ 2,857,492.79	\$ 3,019,749.09	\$ 3,982,282.91	\$ 3,613,627.40	\$ 3,127,885.66	\$ 5,393,671.80
INVESTMENTS						
LGIP	15,457,457.14	10,513,113.79	17,600,772.37	16,761,594.21	15,716,845.36	13,278,638.76
ASSOCIATED BANK TRUST	4,931,903.14	4,881,928.96	4,826,928.96	4,814,746.43	4,862,723.22	4,870,219.85
CHARLES SCHWAB INVESTMENTS	6,204,320.19	6,167,572.91	6,110,761.69	6,097,149.08	6,116,259.49	6,144,066.39
MONEY MARKET	6,204,659.81	3,410,209.27	3,413,712.90	3,417,337.04	3,420,847.99	16,538,440.87
TOTAL INVESTMENTS	\$ 32,798,340.28	\$ 24,972,824.93	\$ 31,952,175.92	\$ 31,090,826.76	\$ 30,116,676.06	\$ 40,831,365.87
TOTAL CASH AND INVESTMENTS	\$ 35,655,833.07	\$ 27,992,574.02	\$ 35,934,458.83	\$ 34,704,454.16	\$ 33,244,561.72	\$ 46,225,037.67