Finance/Personnel Committee

Regular Meeting

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

Agenda

Tuesday, March 12, 2024 | **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 **March 12, 2024** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The Public or Members of the Finance/Personnel Committee, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic access to the meeting is provided below:

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

OR

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

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at http://deperecitywi.iqm2.com/.

Call to Order

1. Roll Call
2. Approval of minutes from February 13, 2024 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 and Personnel Committee. §6-3(f) DPMC
4. Fire Department Overtime and LifeQuest Billing Reports for February, 2024.
5. Consideration and Possible Action on the February 2024 Police Overtime Report.
6. Consideration and Request to Accept $1,000 donation from Kwik Trip, Inc. for the Police Training Center. *
7. Consideration and Possible Action to Use Fire Department Donation Account for Boat Work.*
8. Consideration and Request to Accept $500 Donation from Civic Groups of De Pere for Therapy Dog Stanley.*
9. Consideration and Possible Action on Additional Compensation Employment Agreement for Emotional Support Animal Care. *
10. Recommendation from the Board of Park Commissioners to Add a Forestry Supervisor Position to the Forestry Division, after July 1, 2024.*

11. Consideration and Possible Action on 2024 Non-Benefit Eligible Employees Wage Scale.*
12. Amending Sections 2, 3, 4, 5, 6, and 7 of the City of De Pere Employee Policy Manual. *
13. Consideration and Possible Action to Approve Memorandum of Agreement with Wisconsin Voices for Recovery (Board of Regents of the University of Wisconsin System / Department of Family Medicine and Community Health) for Nalox-ZONE boxes (i.e. Narcan). *
14. Consideration and Possible Action to approve agreement with Clarity Enrollment Solutions for voluntary employee benefits .*
15. Consideration and Possible Action for a proposed purchase/sale agreement option terms with Jim Cornell Plumbing for a 1.15 acre portion of Parcel ED-2313-1 for future business relocation and expansion.*
16. Consideration and Possible Action on REVISED Sale and Development Agreement Terms with Smet Properties, LLC for Parcel WD-D0076 on Venture AV in the West Business Park.*
17. Consideration and Possible Action to award a contract for appraisal services with Vogels Buckman.*
18. Consideration and Possible Action on 2023 budget items carried forward to 2024.*
19. Consideration and Possible Action on the City of De Pere Investments and Cash Detail Report for January, 2024.
20. Future agenda items.
21. 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:
Alderpersons
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:	**March 12, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Amy Darnick**
SUBJECT:	**Approval of minutes from February 13, 2024 Regular Meeting of the Finance Personnel Committee.**

ATTACHMENTS:

- February 13, 2024- DRAFT (PDF)

Finance/Personnel Committee

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

Regular Meeting

Draft Minutes

Tuesday, February 13, 2024 | 7:30 PM | Council Chambers and Virtual

1. Call to Order

The meeting was called to order at 7:30 PM by Mayor James Boyd

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

Also present was Attorney Anthony Wachewicz, Human Resources Director Shannon Metzler, Finance Director/Treasurer Pamela Manley, Development Services Director Dan Lindstrom, Police Chief Jeremy Muraski (virtual), Fire Chief Al Matzke (virtual).

2. Approval of minutes from January 9, 2024 Regular Meeting of the Finance Personnel Committee

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

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

None

4. Fire Department Overtime and LifeQuest Services Billing Reports for January, 2024.

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

5. Consideration and Possible Action on the January 2024 Police Overtime Report.

Alderperson Quigley had a question about overtime hours are low but a new hiring process will start come March. He just wanted clarification on that.

Chief Muraski was virtual to answer his question. We posted the new position and will begin interviews after we go through the preliminary review process of their resumes and applications. As of right now, we are 1 short of our normal numbers. This is a vacancy from the promotion of Srgt. Nowak to Captain. There will be 2 positions open. One to fill the existing vacancy and then an additional one to fill the anticipated vacancy this fall.

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

6. Consideration and Possible Action on a 2024 Budget Amendment to add Police Leases.*

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

7. Consideration and Possible Action on a revised purchase/sale and development agreement terms with FBS Investment Group LLC for an expanded manufacturing facility at 2257 American Blvd (WD-1371).*

   Development Services Director Dan Lindstrom was present to talk. This location is Bayside Machine. In 2020 the agreement was approved and signed but COVID delayed things. They have expanded and grown, which made them have to lease spaces because timing, price, etc was never right. They would like to bring all of it back under one roof, expand office space, and re-brand their whole building as the headquarters. Looking to do this project in late 2024/early 2025. They were originally granted a site assembly grant from us, and they wanted to switch it to a PAYGO agreement to spread those dollars over time. They want to pay us for the land but we need a revised development agreement. The planning staff is recommending approval of this subject to the terms in the document.

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

8. Consideration and Possible Action on a revised purchase/sale and development agreement terms with GMS, INC for approximately 42,000 square foot (0.96 acre) portion of Parcel WD-1138 for an expansion to Badgerland Supply located adjacent at 1414 BUILDERS CT.*

   Development Director Lindstrom is able to speak on this agenda item. This item is for Badgerland Supply. This was the 1st development south of Red Maple Rd that went into the City of De Pere, which also uses our rail line. For them to have to locate to expand is a bit of a challenge. We found a portion of a parcel that they could use, but found out we would need to relocated a storm sewer line on that parcel. From working with Engineering, we found out it would be quite costly to remove it because De Pere is very flat. Staff worked with Economic Development and Planning & Zoning worked with their aesthetics of their building in return to be closer to the lot line and leave the storm sewer where it is. We are trying to reserve as much land is we can, because Infinity Machine is looking to move next door. We asked their contractor to send us 2 quotes (1 for it being built how they want it done and 1 for it being built how the City would like it done). The increase was roughly $200,000. We are proposing the revised terms to be a site assembly grant and a portion of that one to be a project cost reimbursement grant of $40,000.

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

9. Consideration and Possible Action on sale and development agreement terms with Smet Construction Services Corp for Parcel WD-D0076 on Venture AV in the West Business Park.*

Director Lindstrom was present to speak on this agenda item. This was first brought to Finance and Personnel early last year. There was a site selection request from Smet Construction Services Corp regarding a site inquiry. They provided an example site plan to us. New potential value is about $3 million when you take a look at where we are at a dollar per cost per square foot for office space vs. Warehouse space. We are proposing the terms that are in the packet, with their goal to break ground as soon as possible. A site assembly grant of $213,000 and a project cost reimbursement grant. Their preference is an up front to reduce the cost for their client. Smet will own the project and lease it to their client.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Devin Perock, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Perock, Gantz, Boyd, Kundinger, Quigley

10. Consideration and Possible Action on a revised development agreement with MASK LLC and FLEX LLC (Belmark) for an expanded manufacturing facility located at 600 Heritage Rd (ED-F0096).*

Director Lindstrom is present to speak on this agenda item as well. This agenda item pertains to Belmark expansion. They have an existing agreement with the City from back in 2015 when the corporate headquarters and sky walk was constructed. In that agreement, it included what the project was and included 4 parcels. This is a parcel on it. That agreement states they receive 70% of increment until the TID closes from the new increment growth. We didn't want to have 2 separate development agreements for the same building, so we offered them the same terms of that existing agreement but keeping it in the same agreement. It would then create a project 1 and a project 2, each with certain time lines. The project 2 will be a 20,000 square foot expansion and relocation of some parking. It will create more storage so manufacturing can expand. We are proposing to extend the terms from the 2015 agreement, but to add another project to it.

The Alderpersons were very impressed and thankful for all of the new developments.

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

11. Consideration and Possible Action on Resolution for De Pere Common Council Authorization or Delegation of Payment of Vouchers or Invoices. *

City Attorney Tony Wachewicz was present to discuss. This resolution was brought up last year at the 4th of July meeting where staff was able pay vouchers or invoices in lieu of having the council approval. This delegates to the Finance Department or the City

Administrator to be able to pay these bills. Attorney Wachewicz said this is customary in other municipalities in our area. The Council will still have access to view these electronically.

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

12. Consideration and Possible Action on a request from Definitely De Pere to waive Invoice #202307 related to the Tour De Pere special event for $1,881.00.*

Development Services Director Lindstrom was present to speak. He said there was a very significant last minute cost that came in, which was a massive detour cost. It was a detour for the day, in order for the bike race to go through some streets. It needed to be privately contracted out. Definitely De Pere has had numerous meetings for this coming years event to make it go smoother, including all of the finances. The route will be changing for this next year and George Street will not be impacted, and as a result, we shouldn't have as much of a detour cost. Broadway and Front Street are the only streets that will be impacted this year.

Alderperson Kundinger mentioned that it is a great event that brings people in to our Downtown and helps boost revenue. It is good knowing it isn't a re-occurring cost and more awareness each year to be a successful event.

Director Lindstrom mentioned that the Tour of America's Dairyland parent company was extremely happy with our turn out, especially being a 1st year event.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Perock, Gantz, Boyd, Kundinger, Quigley

13. Consideration and Possible Action on the City of De Pere Investments and Cash Detail Report for Dec. 2023.

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

14. Future agenda items.

Alderperson Quigley brought up the discussion we had last month about being able to have virtual meetings if we don't have a lot on the agenda or if the weather is too dangerous for everyone to travel to City Hall. It would also be nice to save people from having to travel back and forth. Staff will be discussing this and will report back.

Mayor Boyd made a motion to adjourn the meeting. Alderperson Gantz seconded it. Adjourned at 8:12 pm.

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:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce

Respectfully submitted,
Amy Darnick

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**March 12, 2024**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Fire Department Overtime and LifeQuest Billing Reports for February, 2024.**

ATTACHMENTS:

- 20240306094621509 (PDF)

DE PERE FIRE RESCUE

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	37.75	15.00	39.00	33.00	15.00	27.00	12.00	414.75
EMS TRAINING	74.25	247.00	115.75	99.00	28.50	42.25	58.50	111.50	143.25	135.00	68.75	157.50	1,281.25
FIRE TRAINING	13.50	49.50	21.00	5.25	3.00	1.50	0.00	8.25	11.25	7.50	13.50	22.50	156.75
RESCUE CALLS	19.50	21.25	20.00	10.00	7.75	13.25	7.00	25.50	11.25	9.25	14.25	9.25	168.25
FIRE CALLS	8.75	6.25	9.50	1.75	0.00	0.00	0.75	1.75	0.00	0.00	0.00	5.50	34.25
MEETINGS	10.75	3.00	36.75	5.75	6.00	1.50	0.00	0.00	3.00	0.00	3.50	4.50	74.75
STAFFING REP.	39.75	509.25	220.50	234.75	216.25	375.75	447.00	716.25	124.50	56.25	411.00	294.00	3,645.25
MAINTENANCE	3.00	0.00	0.75	0.00	3.00	0.00	0.00	0.00	0.00	0.00	0.00	2.25	9.00
PUB. ED.	0.00	0.00	0.00	0.00	0.00	11.75	3.00	0.00	3.50	19.50	12.00	0.00	49.75
SPECIAL EVENTS	0.00	3.00	14.25	0.00	15.00	48.75	0.00	42.75	5.25	27.00	4.50	0.00	160.50
# FIRE RUNS	36	18	24	27	30	36	40	44	28	65	31	21	400
# EMS RUNS	216	189	226	209	228	209	220	241	225	196	232	277	2,668
DISPATCH ERRORS	5	2	6	3	2	6	3	4	2	8	5	7	53
TOTAL HRS.	238.50	879.75	491.50	379.00	330.50	532.50	531.25	945.00	335.00	269.50	554.50	507.50	5,994.50

Special Events included in Overtime

Total Overtime Budget $115,000, Expenditures through January 2, 2024, $125,055, 109%

*Period: 12/24/22-01/20/23
**Period: 01/21/23-03/03/23
***Period: 03/04/23-03/31/23
+Period: 04/01/23-04/28/23
++Period: 04/29/23-05/26/23
+++Period: 05/27/23-6/23/23
^Period: 06/24/23-07/21/23
^^Period: 07/22/23-09/01/23
^^^Period: 09/02/23-09/29/23
#Period: 09/30/23-10/27/23
##Period: 10/28/23-11/24/23
###Period: 11/25/23-12/22/23

OVERTIME BREAKDOWN BY REASON FOR THE YEAR 2024

REASON	Jan.*	Feb.**	Mar. ***	Apr.+	May++	June+++	July^	Aug.^^	Sept.^^^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	53.50	39.00											92.50
EMS TRAINING	235.00	258.25											493.25
FIRE TRAINING	15.00	22.75											37.75
RESCUE CALLS	27.75	15.50											43.25
FIRE CALLS	28.50	0.00											28.50
MEETINGS	3.00	33.50											36.50
STAFFING REP.	399.00	39.00											438.00
MAINTENANCE	0.00	12.00											12.00
PUB. ED.	0.00	0.00											0.00
SPECIAL EVENTS	0.00	10.50											10.50
# FIRE RUNS	31	24											55
# EMS RUNS	223	228											451
DISPATCH ERRORS	7	4											11
TOTAL HRS.	761.75	430.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,192.25

Special Events included in Overtime

Total Overtime Budget $115,000, Expenditures through March 4, 2024, $10,783, 9%

*Period: 12/23/23-02/02/24
**Period: 02/03/24-03/01/24
***Period:
+Period:
++Period:
+++Period:
^Period:
^^Period:
^^^Period:
#Period:
##Period:
###Period:

DE PERE FIRE RESCUE
OVERTIME CAUSED BY SICK LEAVE
FEBRUARY, 2024

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
2/5/2024	4	6
2/27/2024	13.5	20.25
TOTAL	**17.5**	**26.25**

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

Pay Periods: 02/03/24-03/01/24

DE PERE FIRE RESCUE
STRUCTURAL FIRE "STILL" ALARMS FOR FEBRUARY, 2024

Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
2/1/2024	665 Grant Street	Smoke detector activation, due to malfunction	E121	Investigate	N/A
2/7/2024	592 Suburban Drive	Chimney or flue fire, confined to chimney or flue	BC111, E111, E121, L111	Investigate	Ashwaubenon, Cty Rescue, Hobart & Lawrence
2/8/2024	250 S. Ninth Street	Alarm system activation, no fire, unintentional	E111	Investigate	N/A
2/8/2024	1307 Lourdes Avenue	Alarm system activation, no fire, unintentional	E121	Investigate	N/A
2/11/2024	822 Merrill Street	Carbon monoxide incident	E111	Investigate, remove hazard	N/A
2/16/2024	1775 E. Matthew Drive	Alarm system sounded, due to malfunction	E121	Investigate	N/A
2/16/2024	1207 S. Erie Street	Alarm system activation, no fire, unintentional	BC111, E111	Restore fire alarm system	N/A
2/17/2024	1802 Charles Street	Smoke detector activation, no fire, unintentional	BC111, E111	Investigate	N/A
2/19/2024	NB I-41/Grant Street	Passenger vehicle fire	BC111, E111, A111, A121	Extinguishment by fire service personnel, provide BLS	Lawrence
2/19/2024	1122 Klaus Street (City of Green Bay)	Building fire	BC111, E111	Ventilate, salvage & overhaul	N/A
2/19/2024	1751 W. Matthew Drive	Alarm system activation, no fire, unintentional	E121	Investigate	N/A
2/20/2024	1901 Ridgeway Drive	Carbon monoxide detector activation, due to malfunction	E111	Investigate	N/A
2/22/2024	335 S. Broadway Street	Detector activation, no fire, unintentional	E111	Investigate, restore fire alarm	N/A
2/23/2024	320 N. Wisconsin Street	Smoke detector activation, no fire, unintentional	E111	Investigate, shut down system	N/A
2/25/2024	600 Grant Street	Smoke detector activation, due to malfunction	BC111, E121	Investigate, restore fire alarm	N/A

Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
2/25/2024	1758 LeBrun Street	Carbon monoxide detector activation, due to malfunction	E111	Investigate	N/A
2/27/2024	1049 Main Avenue	Hazmat release investigation, with no hazmat	BC111, E121	Investigate	N/A
2/27/2024	1781 Grant Street (Town of Lawrence)	Cooking fire, confined to container	BC111, L111	Ventilate, search	N/A

LIFEQUEST MEDICAL BILLING - 2024
MONTHLY REPORT

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE
CHARGES	396,835	*45,104				
PAYMENTS	74,030	91,711				
CREDIT ADJUSTMENTS	74,140	113,572				

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

Payments to LifeQuest	
January	5,801
February	7,547
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
Total Paid	

*Per C. Schrader at LifeQuest, Feb. charges low due to unexpected loss of coding personnel to their staff
**See attached details

City Of De Pere

Income and Expenditures

February 2024

All Phases

Charges		Billing	Collection	Total
Billing Charges / Collection Placements		$11,454.00	$33,650.34	$45,104.34
Other	+	$0.00	$0.00	$0.00
Subtotal of Charges		**$11,454.00**	**$33,650.34**	**$45,104.34**
Account Transfers		**$25,418.01**	**$8,738.58**	**$34,156.59**
Credit Summary				
Total Credits		**$183,264.11**	**$25,762.26**	**$209,026.37**
Less Adjustments	-	$113,310.68	$261.16	$113,571.84
Less Delinquent Closed Accounts Reconciliation	-	$0.00	$5,505.25	$5,505.25
Less Overpayments	-	$(1,761.64)	$0.00	$(1,761.64)
Gross Payments Received		**$71,715.07**	**$19,995.85**	**$91,710.92**
Plus Overpayment Returns	+	$(117.44)	$0.00	$(117.44)
Net Payments Received		**$71,597.63**	**$19,995.85**	**$91,593.48**
Less Payments Kept By Service	-	$0.00	$0.00	$0.00
Total Deposits Reconciliation		**$71,597.63**	**$19,995.85**	**$91,593.48**
Summary of Disbursement				
Total Deposits & Payments Kept By		$71,597.63	$19,995.85	$91,593.48
Plus Overpayment Refunds	+	$(1,644.20)	$0.00	$(1,644.20)
Gross Revenue		**$69,953.43**	**$19,995.85**	**$89,949.28**
LifeQuest Fee		$3,147.90	$4,399.09	$7,546.99
Plus Probate Fees	+	$0.00	$0.00	$0.00
Other / Fees		-	-	$0.00
Total Due LifeQuest **Check #** **EFT**		**$3,147.90**	**$4,399.09**	**$7,546.99**
Service Revenue		$66,805.53	$15,596.76	$82,402.29
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	$0.00	$0.00
Other / Fees		$0.00	$0.00	$0.00
Total Due Service **Check #** **EFT**		**$66,805.53**	**$15,596.76**	**$82,402.29**

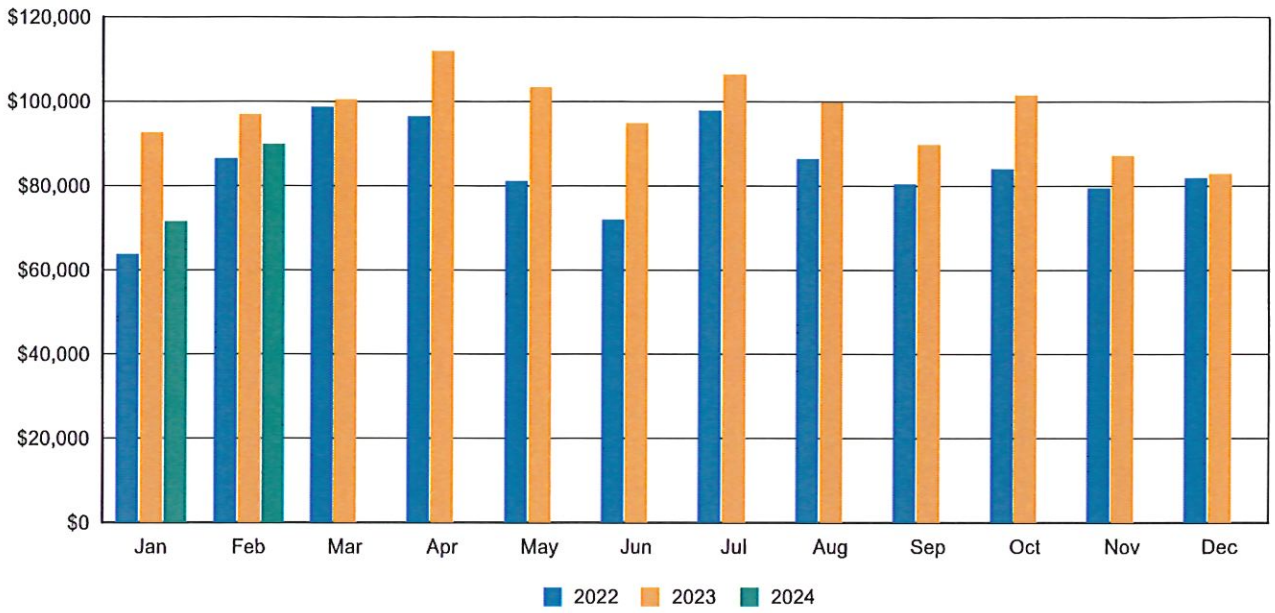
Messages:

TOTAL DEPOSITS DIFFER FROM BANK STATEMENT BY $7059.83 DUE TO PRIOR MONTH DDS NOW POSTED (1/12 UHC $437.13 1/12 HWHO $259.66 1/12 COMPCARE $138 1/12 VA $974) POSTING CORRECTION DONE $764.80 AND CURRENT MONTH DDS NOT BEING POSTED (2/12 UHC $396.15 2/27 VA $483.54) JAL 3.1.24

All Phases Gross Revenue

City of De Pere

January 2022 to February 2024



	2022	2023	2024
January	$63,841	$92,717	$71,664
February	$86,624	$96,954	$89,949
March	$98,825	$100,571	$0
April	$96,607	$112,135	$0
May	$81,259	$103,493	$0
June	$72,087	$94,967	$0
July	$97,965	$106,510	$0
August	$86,527	$99,867	$0
September	$80,584	$89,866	$0
October	$84,134	$101,640	$0
November	$79,587	$87,295	$0
December	$81,992	$82,961	$0
Total Gross Revenue	**$1,010,034**	**$1,168,976**	**$161,613**

City Of De Pere

Billing Summary

February 2024

Phase 1

Charges			
Billing Charges		$11,454.00	
Other	+	$0.00	
Subtotal of Charges			**$11,454.00**
Account Transfers			
Billing to Collections Transfer Total			**$25,418.01**
Credit Summary			
Total Credits		$183,264.11	
Less Adjustments	-	$113,310.68	
Less Overpayments	-	$(1,761.64)	
Gross Payments Received			**$71,715.07**
Plus Overpayment Returns	-	$(117.44)	
Net Payments Received			**$71,597.63**
Less Payments Kept By Service	-	$0.00	
Total Deposits Reconciliation			**$71,597.63**
Summary of Disbursement			
Total Deposits & Payments Kept By		$71,597.63	
Plus Overpayment Refunds	+	$(1,644.20)	
Gross Revenue			**$69,953.43**
LifeQuest Fee		$3,147.90	
Plus Probate Fees	+	$0.00	
Total Due LifeQuest Check # EFT			**$3,147.90**
Service Revenue		$66,805.53	
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			**$66,805.53**

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	Mar 2023	Apr 2023	May 2023	Jun 2023	Jul 2023	Aug 2023	Sep 2023	Oct 2023	Nov 2023	Dec 2023	Jan 2024	Feb 2024	Totals
Mar 2023	5502	53158	28598	5913	5421	2442	1087	266	0	-416	-936	0 $	101035
229026	2.4	23.2	12.5	2.6	2.4	1.1	0.5	0.1	0	-0.2	-0.4	0 %	44.1
Apr 2023		8057	42743	21882	6678	3942	800	50	910	80	1746	120 $	87009
205275		3.9	20.8	10.7	3.3	1.9	0.4	0	0.4	0	0.9	0.1 %	42.4
May 2023			10264	45017	25029	11385	3497	1348	1622	180	180	30 $	98552
227479			4.5	19.8	11	5	1.5	0.6	0.7	0.1	0.1	0 %	43.3
Jun 2023				5639	46018	15607	3620	5248	3994	77	859	55 $	81117
202474				2.8	22.7	7.7	1.8	2.6	2	0	0.4	0 %	40.1
Jul 2023					13823	57300	20376	4901	3340	1821	700	129 $	102392
228843					6	25	8.9	2.1	1.5	0.8	0.3	0.1 %	44.7
Aug 2023						2748	49490	26849	8279	1834	6072	45 $	95318
228205						1.2	21.7	11.8	3.6	0.8	2.7	0 %	41.8
Sep 2023							5698	48883	17017	3808	7277	815 $	83499
210778							2.7	23.2	8.1	1.8	3.5	0.4 %	39.6
Oct 2023								5909	42716	18777	11437	522 $	79362
196584								3	21.7	9.6	5.8	0.3 %	40.4
Nov 2023									2773	45475	13023	17820 $	79092
232856									1.2	19.5	5.6	7.7 %	34
Dec 2023										0	16190	37899 $	54089
259516										0	6.2	14.6 %	20.8
Jan 2024											0	12840 $	12840
193408											0	6.6 %	6.6
Feb 2024												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	2.5	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>
Weighted	2.5	19	10.1	3.8	1.8	1.1	0.3	0.2	0	0.2	-0.2	0

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**March 12, 2024**
DEPARTMENT:	**Police**
FROM:	**Jeremy Muraski**
SUBJECT:	**Consideration and Possible Action on the February 2024 Police Overtime Report.**

The February 2024 Overtime Report for the police department is attached.

Total net overtime for February 2024 was down from February of 2023 with a total of 299.25 hours compared to 338.75 hours a year ago. Officer training overtime was the largest contributor with 143.75 hours. Staffing level overtime was a relatively low 43.75 hours. We are currently one officer below our approved staffing level of 38 sworn officers. A new hiring process will begin in March.

Staffing overtime will likely become a larger factor later this year as we have three officers who are anticipated to be out on FMLA leave at different points this spring and summer.

ATTACHMENTS:

- 02 February 2024 OT Report (PDF)
- Trend Chart 02 2024 (PDF)

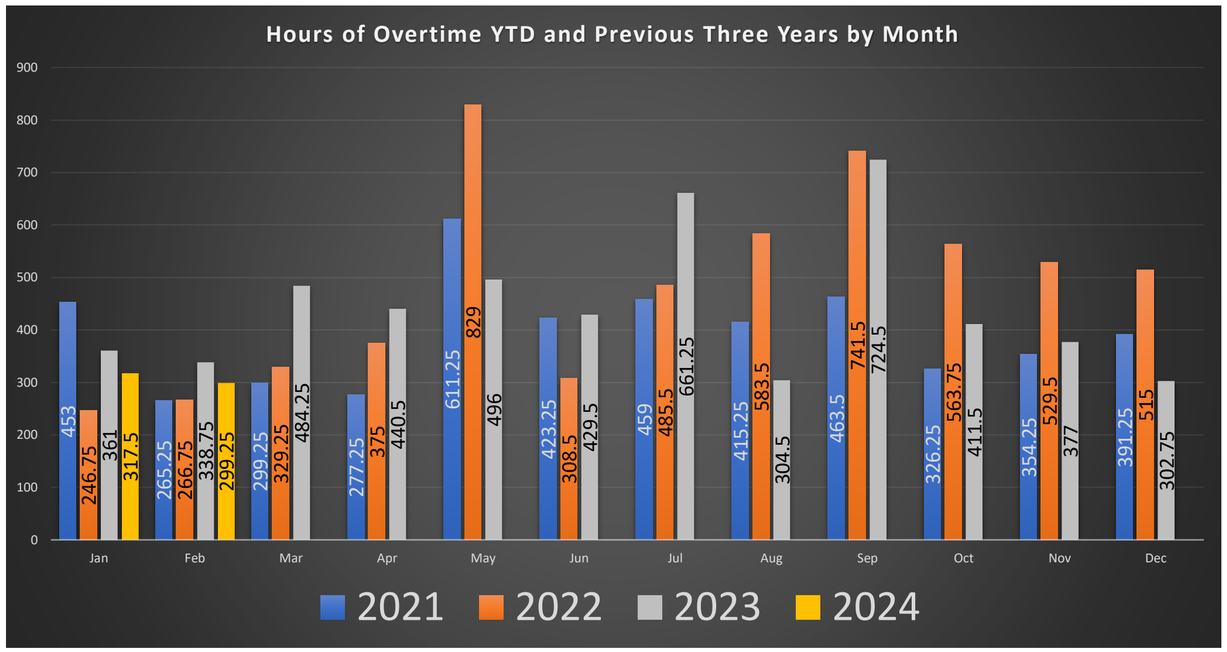
DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2024

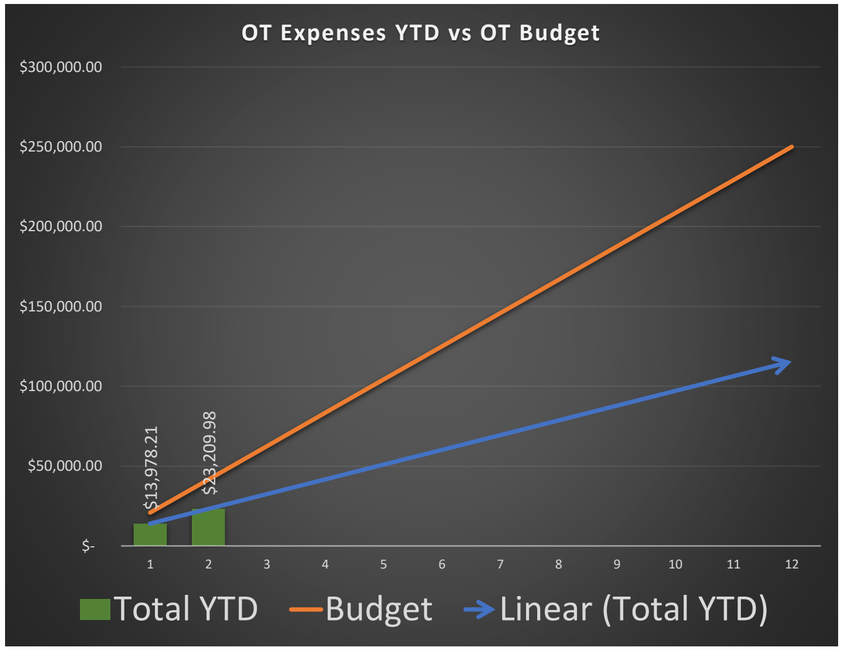
REASON	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
OFFICER SICK RELIEF	34.50	30.00											64.50
OFFICER WORKED ON HOLIDAY	58.00	5.50											63.50
OFFICER FOR COURT	8.00	26.75											34.75
OFFICER TRAINING	114.00	143.75											257.75
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	1.00	2.25											3.25
STAFFING LEVEL	32.00	43.75											75.75
INVESTIGATION	65.50	38.50											104.00
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	28.75	26.50											55.25
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		12.50											12.50
MISCELLANEOUS	4.50	8.75											13.25
MISCELLANEOUS REIMBURSED	60.25	70.50											130.75
GROSS OFFICER OVERTIME	406.50	408.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	815.25
SUBTOTAL REIMBURSED OVERTIME	(89.00)	(109.50)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(198.50)
NET OFFICER OVERTIME	**317.50**	**299.25**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	616.75

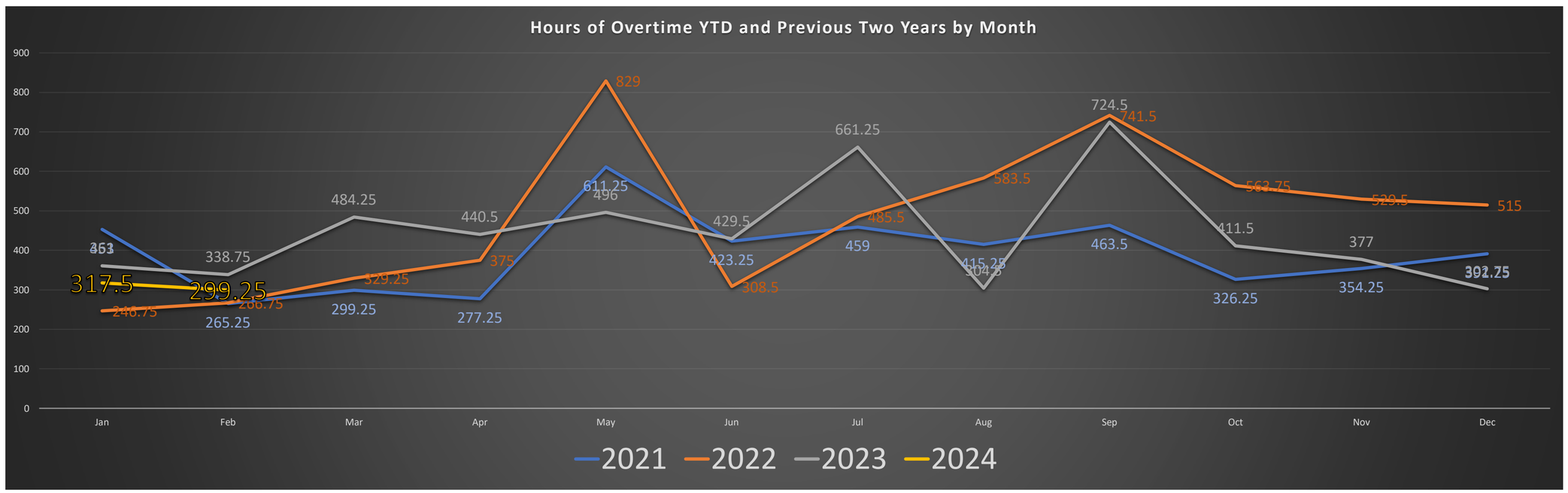
TOTAL OVERTIME BUDGET: $ 250,000.00
EXPENDITURES THROUGH 1/31/2024 $ 23,209.98
PERCENT OF TOTAL BUDGET: 9.28%

2023 PD Overtime Trends Report

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Yearly Hours	Total Yearly Expend	Total OT Budget
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	429.5	661.25	304.5	724.5	411.5	377	302.75	5331.5	$ 237,194.00	$ 181,000.00
2024	317.5	299.25											616.75		$ 250,000.00
Total YTD	$ 13,978.21	$ 23,209.98											$ 37,188.19		
% of Budget	5.6%	9.3%											14.9%		
Budget	$ 20,833.33	$ 41,666.66	$ 62,499.99	$ 83,333.32	$ 104,166.65	$ 124,999.98	$ 145,833.31	$ 166,666.64	$ 187,499.97	$ 208,333.30	$ 229,166.63	$ 249,999.96			







City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**March 12, 2024**
DEPARTMENT:	**Police**
FROM:	**Jeremy Muraski**
SUBJECT:	**Consideration and Request to Accept $1,000 donation from Kwik Trip, Inc. for the Police Training Center. ***

Kwik Trip, Inc. would like to donate $1,000 to the De Pere Police Department for use in completing our training center. The money would be used to fund the purchase new furniture for the training center.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**March 12, 2024**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Consideration and Possible Action to Use Fire Department Donation Account for Boat Work.***

ATTACHMENTS:

- 20240306092558098 (PDF)

Memo

To: Honorable Mayor James Boyd
Members of the Common Council

From: Fire Chief Alan Matzke ACM

Date: March 12, 2024

Re: Request to Use Donations for Boat Work

De Pere Fire Rescue is requesting approval to utilize $2,765 from the donation account (Account #100-48520) to pay for blasting and painting on the fire boat we are currently refurbishing.

At the August 1, 2023, Common Council meeting, a joint request was made on behalf of both the Fire and Police departments to pursue obtaining ownership of a government surplus vessel from the Federal Government. Approval was granted and the vessel was acquired.

The vessel was brought back to De Pere and staff from the fire department and MSC have significantly cleaned, executed minor repairs and restored it to running condition. The vessel was sea trialed by staff on the Fox river on November 21, 2023.

Staff from the Fire Department have worked diligently to modify and refurbish the boat to best serve the needs of our community. These efforts have been supported by Metal Storm Inc., a De Pere business, who has assisted and facilitated the project with guidance and heated workspace at no cost to the city.

We are at the point of the project where we would like to have the boat sandblasted to remove any corrosion caused by its previous life in the San Fransisco Bay. Once the blasting is complete, we propose coating the bottom of the boat with anti-fouling paint. The purpose of the paint is to keep the hull free from algae growth when it's in the water.

Having Metal Storm, Inc. complete the blasting and painting will save our staff hundreds of hours of time they would spend sanding and painting by hand and minimize any exposure of hazard and risk to our staff associated with the process.

Thank you for your consideration. If you have any questions, please do not hesitate to ask.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**March 12, 2024**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Consideration and Request to Accept $500 Donation from Civic Groups of De Pere for Therapy Dog Stanley.***

ATTACHMENTS:

- 20240306092527181 (PDF)

Memo

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

From: Alan Matzke, Fire Chief

Date: March 12, 2024

Re: Consider Donation from Civic Groups of De Pere

The Fire Department is requesting acceptance of a donation from nine Civic Groups of De Pere, in the amount of $500. The check was issued from the Kiwanis Club of De Pere – Charity Fund, P.O. Box 5981, De Pere, Wisconsin 54115, which is one of the nine Civic Clubs of De Pere. Executive Assistant Lea Taylor received this donation from the Civic Clubs for being honored as the 2023 Fire Department Outstanding Employee. The accepted donation would be placed in the Therapy Dog 'Stanley" Fire Department Donation Account #100-48520-360.

Thank you for your consideration of this request. We respectfully ask for your support to move this item forward to the City's Common Council for final action and acceptance. If you have any questions, please do not hesitate to ask.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**March 12, 2024**
DEPARTMENT:	**Fire Department**
FROM:	**Anthony Wachewicz**
SUBJECT:	**Consideration and Possible Action on Additional Compensation Employment Agreement for Emotional Support Animal Care. ***

As part of the routine, additional care required for De Pere Fire Rescue's emotional support animal Stanley during non-work hours, staff has prepared the attached Agreement to meet the Fair Labor Standards Act's requirements. Based upon DPFRD's Executive Assistant providing the majority of Stanley's care during non-work hours, such care would qualify under the FLSA for overtime compensation; however, the FLSA permits an agreement between the parties to allow for additional compensation in lieu of the overtime. Staff recommends approval of this Agreement.

ATTACHMENTS:

- Stanley DPFR Ex Asst. FLSA Employment Agreement - FINAL (DOC)

ADDITIONAL COMPENSATION/PAY EMPLOYMENT AGREEMENT

This Agreement, entered into and made by and between the CITY OF DE PERE, a Wisconsin Municipal Corporation (herein referred to as the "City"), and LEA TAYLOR (herein referred to as the "Employee") is made with reference to the following:

WHEREAS, Employee is a member of the City of De Pere Fire and Rescue Department (hereinafter "Department") and is providing additional care for an emotional support animal as an Employee of the City and Department; and

WHEREAS, Employee has assumed responsibilities of sharing in the care, custody and control of a fire support dog named Stanley (herein referred to as "Dog") in conjunction with her work as an Employee; and

WHEREAS, Dog has been specially trained to assist and support employees in coping with fire and emergency medical services tasks; and

WHEREAS, the care of Dog periodically results in responsibilities and supervision outside the normal course of the work schedule and job duties of the Executive Assistant role; and

WHEREAS, the personality and purpose of the Dog along with its attachment to the Employee preclude additional care by other employees; and

WHEREAS, Employee has been one of two individuals providing care and supervision of Dog since Dog's assignment to the Department.

NOW THEREFORE, for good and valuable consideration of which both parties acknowledge and agree is sufficient under the terms of this Agreement:

1. Employee may provide additional care for the City's emotional support animal in relation to her employment as an Executive Assistant in the Department. Therefore, Employee may receive additional compensation or pay conditioned upon a specific written agreement with the City pursuant to the requirements of the Fair Labor Standards Act.

2. Employee understands that the Executive Assistant position is non-exempt in relation to overtime compensation and acknowledges and agrees to receive additional compensation or pay in the amount of One Hundred Dollars and No Cents ($100.00) per pay period for additional care of the Dog during non-working hours in lieu of overtime compensation under this written Agreement to satisfy the understanding of the parties consistent with and pursuant to the Fair Labor Standards Act.

3. City hereby consents to Employee providing additional care for Dog during non-working hours in exchange for additional compensation or pay and Employee doing all of the following:

a. Defend, indemnify, and hold harmless the City and its officials, officers, employees, representatives, and agents with respect to any loss, damage, claim, injury, or liability that arises outside of the course or scope of employment, directly or indirectly, or is in any way related to, Dog or Employee's actions with Dog during non-working hours including reasonable attorney's fees; and

b. Waive any right Employee may have on behalf of herself and her heirs, assigns, and successors for any loss, injury, damage, claim or liability arising out of or in any way related to Employee's care or possession of Dog during non-working hours.

4. The City shall continue to maintain ownership of the Dog along with financial responsibility for its care, maintenance, food, and shelter and makes no promises, representations, or warranties concerning the physical or mental health of Dog. Employee agrees to take care of the Dog **"AS IS"** and the City hereby disclaims all warranties.

5. Employee shall give the City no less than 30 calendar day's written notice of their intention to resign the additional care of the Dog.

6. Employee may arrange for alternative care of the Dog on a short-term basis for a of time period not to exceed fourteen (14) days provided that alternative care is only performed by an exempt employee of the Department and the written approval of the Fire Chief in their sole discretion. Employee is not entitled to any additional compensation or pay during the period of alternative care.

7. Employee may submit a written request for sole ownership of the Dog upon the Dog's retirement, which is subject to the City's approval in its sole discretion.

8. This Agreement shall terminate upon Employee ceasing or stopping the additional care of the Dog and Employee shall no longer receive any additional compensation or pay as otherwise set forth in this Agreement.

9. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.

10. This Agreement can be amended only in writing signed by both parties.

11. It is agreed that nothing in this Agreement shall be construed as a waiver, replacement, or forfeiture of any legal rights and defenses available to the City.

12. This Agreement constitutes the entire understanding of the parties and may not be amended.

13. This Agreement supersedes and replaces all other written or oral agreements.

14. This Agreement shall be governed by interpreted under Wisconsin laws.

EMPLOYEE ACKNOWLEDGES THAT THEY HAVE READ THIS AGREEMENT IN FULL AND UNDERSTANDS ITS TERMS AND CONDITIONS.

In witness thereof, the parties have executed this Agreement this _____ day of _____, 2024.

CITY OF DE PERE **EMPLOYEE**

BY: _____ BY: _____
James G. Boyd, Mayor Lea Taylor

ATTEST:

BY: _____
Carey E. Danen, City Clerk

_____
De Pere Fire Rescue Department Representative

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**March 12, 2024**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Add a Forestry Supervisor Position to the Forestry Division, after July 1, 2024.***

The Board of Park Commissioners, at the February 15, 2024 meeting, approved the addition of a Forestry Supervisor position to the Forestry division, after the Park Superintendent position has been filled and not before July 1st. The motion passed unanimously with a 4-0 vote.

ATTACHMENTS:

- Memo.Staff Addition.Final (DOCX)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners
From: Marty Kosobucki, Parks, Recreation and Forestry Director
Shannon Metzler, Human Resources Director/Assistant City Administrator
Date: February 15, 2024

RE: Parks, Recreation and Forestry Department Reorganization – Staff addition proposal

Staff is looking for consideration and approval to add a Forestry Supervisor position to the Forestry division.

Background:
In January of 2024 we received notice from our Park Superintendent/City Forester that he was retiring. Whenever we have a staff opening, we always conduct an analysis of the position and organization to determine the best course of action for the City. After reviewing the situation and department, staff is recommending a reorganization that includes the creation of a Forestry Supervisor position. This Forestry Supervisor position allows us to separate two very difficult and different specialties,(Forestry Management and Parks Management) and would allow for better efficiency in several areas including the Forestry field work and administration for parks and forestry. This structure change ultimately satisfies our need for more forestry field staff but also fills the void of having a subject matter expert to perform administrative tasks. In addition, separating the functions allows for greater administrative oversight for our park operations which includes project management.

General Job Description:
Park Superintendent – the core job description of the Park Superintendent will remain the same, however there will be a greater emphasis on Parks, day-to-day operations, and project management. The position will also include oversight to the forestry division, however many of the specialized Forestry duties would be handled by the Forestry Supervisor. We need someone in this position with Forestry knowledge and understanding, however they would not need to be a Certified Arborist as our Forestry Supervisor would a Certified Arborist.

Forestry Supervisor – this position will lead and schedule the day-to-day operations of the Forestry Division. In addition, they are projected to conduct field work half of their time and the other half would be handling administrative duties such as resident calls/complaints, disease diagnosis, tree planting program administration, tree removal scheduling and planning, tree inspections, public relation events such as Arbor Day plantings with schools, etc.

Organizational Chart/Flow:
With this proposal, we recommend the Park Superintendent directly supervise the Forestry Supervisor, and the Forestry Supervisor directly supervise the two Arborists.

Budget Implications/Options:

Option A: Implement the reorganization in 2024. We would start recruiting now to replace the Park Superintendent/City Forester with a Park Superintendent and once filled would hire a Forestry Supervisor in July. The cost impact of this is approximately $34,400. With benefits, the total cost is approximately $53,210. This option is the preferred option, but unfortunately, we would need to request dollars from unassigned reserves.

Additional Notes:

- Benefit costs can be significantly impacted by the type of health insurance employees elect (i.e. family health insurance versus waiving coverage, so this is just an estimate).
- The Park department requested an additional Arborist as part of the 2024 budget. A full-time Arborist was not approved but a Forestry Intern position was approved as part of the 2024 budget. If the reorganization is approved, we would not fill the Forestry Intern position and have those salaries ($10,339) be allocated to the reorganization.

Option B: Replace the Park Superintendent/City Forester with a Park Superintendent now but wait to fill the Forestry Supervisor until the funds are allocated in the 2025 budget. The total budget impact with benefits will be approximately $102,491 (above cost, times two based on the position being filled for the entire year). Costs will vary slightly depending on market adjustments approved in the 2025 budget as well as benefit cost adjustments. While this option is attainable, we would need to direct various Forestry Supervisor related duties to other staff such as planning for fall street tree planting, response to resident calls/complaints, preparations for street decorating, etc….

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

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**March 12, 2024**
DEPARTMENT:	**Human Resources**
FROM:	**Tracy Hood**
SUBJECT:	**Consideration and Possible Action on 2024 Non-Benefit Eligible Employees Wage Scale.***

ATTACHMENTS:

- Finance-Personnel Committee Memo - 3.2024 (PDF)
- 2024 Seasonal Part-time-Non-Benefit Eligible- Employee Wage Schedule -redline (PDF)

CITY OF DE PERE
MEMO

To: Finance/Personnel Committee
From: Tracy Hood, Human Resources Generalist
Date: March 12, 2024

RE: Recommendation and Possible Action on 2024 Non-Benefit Eligible Employees Wage Scale*

Attached please find the 2024 pay recommendations for the Seasonal/Part Time (Non-Benefit Eligible) Employee Wage Scale.

There are two positions that we recommend adding to the wage scale. The departments have funds in their 2024 budget to cover the cost of the new positions. The recommendations are as follows:

- Environmental Health Intern – Level 3
  - This position is grand funded.
- Tax Collection Assistant – Level 4

We also recommend removing the minimum hour requirement for employees to receive reimbursement for Lifeguard certification or recertification as well as the requirement for the Senior Pool Manager to work one season before being reimbursed for their Lifeguard Instructor certification.

Additionally, we recommend adding the ability to re-hire retired City employees, who return to a similar position from which they retired, at the wage they were at when they retired.

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

Thank you.

2024 Seasonal/Part Time (Non-Benefit Eligible) Employee Wage Scale

Wages Effective: January 1, 2024

Updated 07/24/2023

Position	Starting Wage	After Minimum of 1 Year/ Returning Wage	Employment Period
Level 1	$13.00	$14.00	
- Event Server^^			Summer
- Assistant Instructor			Year Round
- Youth Recreation Supervisor			Winter
Level 2	$14.00	$15.00	
- Pool Facility Attendant			Summer
- Playground Leader			Summer
- Election Inspector			As needed
Level 3	$15.00	$16.00	
- Camp Counselors			Summer
- Kidz Zone			Fall-Spring
- Community Center Facility Attendant			Year Round
- Community Service Officer			Year Round
- Environmental Health Intern			Summer
Level 4	$16.00	$17.00	
- Community Center Maintenance			Year Round
- Fitness Instructor			Year Round
- Event Manager^^			Summer
- Lifeguard/Swim Instructor***			Summer
- Tennis Instructor			Summer
- Art/Theatre Instructor			Summer
- Park, Street & Water Maintenance Laborer			Summer
- Sign Maintenance Aide			Summer
- Shop Assistant			Summer
- Building Maintenance Assistant			Year Round
- Tae Kwon Do Instructor/Tai Chi Instructor			Year Round
- Youth Activity Instructor			Year Round
- Election Specialist			As Needed
- Tax Collection Assistant			Winter
Level 5	$17.00	$18.00	
- Assistant Pool Manager			Summer
- Water Fitness Instructor			Year Round
- Parent Child Aquatics Instructor			Year Round
- Park Maintenance Lead			Summer
- Dance, Pom, Twirling & Tumbling Instructor			Year Round
- Enrichment Instructor			Year Round
- Water Department Intern			As Needed
- Development Services Intern			As Needed
- Chief Election Inspector			As Needed
Level 6	$18.00	$19.00	
- Basketball Supervisor			Fall-Winter
- Crossing Guard*****			Year Round
- Paid On Call Firefighter****			Year Round
- Paid On Premise Firefighter**** / ******			Year Round
Level 7	$19.00	$20.00	
- Forestry Field Assistant/Intern			Summer
- Recreation Office Assistant			Year Round
- Pool Manager			Summer
- Band Director			Spring-Summer
- Video Production Assistant^			Year Round
Level 8	$20.00	$21.00	
- Yoga/Pilates/Zumba with basic certification *			Year Round
- Engineering Aide			Summer
- Spring/Fall Maintenance			Spring/Fall
- Rubbish Site Attendant			Year Round
Level 9	$21.00	$22.00	

Position	Starting Wage	After Minimum of 1 Year/ Returning Wage	Employment Period
Level 10	$22.00	$23.00	
Level 11	$23.00	$24.00	
- Accountant			Year Round
- Training & Safety Officer (Fire)**** / ******			Year Round
- Senior Pool Manager***			Summer
- Yoga/Pilates/Zumba with advance certification after 1yr. employment unless approved by Mgr. (ACE, AFAA, E-RYT 500 hrs) *			Year Round
- Snow Plow Driver			Winter
- Seasonal Maintenance Worker (CDL Req'd)			Spring & Fall
Level 12	$35.00	$36.00	
- Plumbing Inspector			Year Round
- Electrical Inspector			Year Round
Non-Classified Wage Rates			
- Scorekeeper	$14.00/ga	$15.00/ga	Fall-Winter
- Court Monitor	$16.00/ga	$17.00/ga	Fall-Winter
- Kickball Official**	$18.00/ga	$19.00/ga	Summer
- Flag Football Official	$18.00/ga	$19.00/ga	Fall
- Slow/Co-ed Softball Umpire**	$21.00/ga	$22.00/ga	Summer-Fall
- Basketball Official**	$40.00/ga	$41.00/ga	Fall-Winter
- WIAA Certified Basketball Official**	$45.00/ga	$46.00ga	Fall-Winter

The After Minimum of 1 Year/Returning Wage is designed to reward employees for good work performance and continual years of service. Employees are given the After Minimum of 1 Year/Returning Wage with supervisor approval, if they return to same employment the following season or each January 1st with satisfactory work performance. (New hires hired after June 30th will receive an increase the second January 1st after start date or when returning for a second season, whichever happens first)
Note: When a position is reclassified or the entire wage schedule is adjusted, current/returning employees in affected positions would start at the starting wage regardless of how many years they have been employed with the City. The exception to this is if placing a returning employee at the starting wage would either reduce their wage or not give them an increase, those employees should be placed at the After Minimum of 1 Year /Returning Wage.

If an employee retires from the City and returns to work seasonally in a similar position to the one they retired from, the employee may be brought back at the wage they were at when they retired.

- First year employees in any classified level shall start at Step 1, unless approved otherwise approved by the department head.

* Eligible to earn incentive pay based upon number of participants enrolled. Incentive pay ranges an additional .25 hours to 1.25 hours per class.

** Umpires or officials that are scheduled with a partner and work a game alone will be paid at 1.5 times the game rate.

*** The City of will reimburse employees the cost of certification or recertification, up to the average cost of certification or recertification for the area, for positions that require lifeguard certification. ~~lifeguard employees contingent on staff successfully working 100 hours within one calendar year.~~ The City will reimburse the cost for the Lifeguard Instructor certification for the Senior Pool Manager employee. ~~contingent upon staff successfully completing one season of employment~~.

**** Receives $50/month on-call pay if meet minimum response requirements for emergency incidents and duty crew. Responses will be reviewed annually by department.

***** Receives $20/month gas stipend for regular assigned guards. This benefit is discontinued for guards assigned to a regular position on or after April 1, 2019.

****** Receives $0.25/hour for each of the following certifications: Firefighter II, Fire Inspector, Driver Operator Pumper, Driver Operator Aerial, Emergency Services Instructor, Fire Officer I, Fire Officer II; Receives $1.00/hour for EMT-P Licensure

^ Paid at least a minimum of 2 hours each day worked

^^ Bartenders License required and shall be reimbursed by the City upon successful attendance of at least three events.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**March 12, 2024**
DEPARTMENT:	**Human Resources**
FROM:	**Tracy Hood**
SUBJECT:	**Amending Sections 2, 3, 4, 5, 6, and 7 of the City of De Pere Employee Policy Manual. ***

ATTACHMENTS:

- 2024 Policy Updates Memo to Finance and Council 3.2024 (PDF)
- 2024 Policy Updates Redline to Finance and Council 3.2024 (PDF)

CITY OF DE PERE
MEMO

To: Members of the Finance/Personnel Committee
From: Tracy Hood, Human Resources Generalist
Date: March 12, 2024

RE: Amending Sections 2, 3, 4, 5, 6, and 7 of the City of De Pere Employee Policy Manual*

To remain competitive and current with the workforce and needs of the employees, we periodically recommend changes to the *Employee Policy Manual*. There are a number of changes we will be making to clarify language, however; the below recommendations change the intent of the language and therefore requires formal approval. Listed below is a summary of the changes. The attached document has track changes excerpts of the policy manual.

2.2 Work Schedule/Remote Work

- Added that employees that answer department main phone lines while onsite will be required to answer the phone lines while working remotely.

3.7 Photography and Videography of Employees

- Created a policy to ensure employees know that they may be photographed or video recorded during the course of their employment.

4.1 Rules of Conduct

- Added additional unacceptable acts of misconduct.

4.9 Dress Code/Appearance and Demeaner

- Effective January 1, 2025, increase the annual safety shoe allowance from $125 to $200.

4.10 Ethics/Conflict of Interest

- Allow employees the ability to accept items of insubstantial value, not to exceed $50.

5.3 Technology Use

- Added that employees who utilize personal devices or personal accounts to complete their job duties have no reasonable expectation of privacy in such communications or in any work product stored on such personal device or account.

5.4 Generative Artificial Intelligence (AI) Usage Policy

- Created a policy to provide guidance around generative artificial intelligence usage.

6.3 Overtime

- Removed seasonal recreation employees from being exempt from overtime.

6.9 Compensation Policy

- Changed section (E) 2 to be across the board adjustments instead of yearly adjustments.

7.2 Vacation

- Changed language to allow employees who suddenly and unexpectedly become ill or injured while on vacation to change their time off to sick leave. The employee must have been otherwise available to work from their permanent residence and notify their supervisor prior to the normal start time of their shift, or as soon as practical if due to injury, in order to qualify to change vacation time to sick leave.

7.6 Holidays

- Added that when a holiday falls on a Thursday and City building would normally be open on that Friday, that City buildings will close and employees will be provided with 4 hours of paid time off. This day is not considered a holiday; therefore, these hours do not count as time worked for the purpose of overtime calculation or overtime pay for working on a holiday for employees that are required to work that day.

In addition, we changed references from he, him, his, she, her, hers, to be gender neutral such as they, them, their, or the employee.

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

2.2 Work Schedule/ Remote Work

D. Alternative Work Arrangements: The City recognizes the importance of its employees having a proper work-life balance. It is understood that allowing employees to have a degree of control over their work schedules may make it easier for them to manage non-job-related responsibilities and to be more efficient and productive at work.

As a result, the City supports alternative work arrangements which include alternative work schedules and remote work; provided that such work arrangement is beneficial to the organization and the employee and continues to satisfy the needs and objectives of the City. The department head is responsible for ensuring the fair and equitable administration of this policy to employees.

Alternative work arrangements should meet the following criteria:

- Alternative work arrangements will not result in a change in the City's or a department's hours of operation.
- Each department head is responsible for ensuring that all services of the department are available to internal and external customers during regular hours of operation and that the efficiency and effectiveness of the department's operations will not be interrupted or negatively impacted.
- Alternative work arrangements are not appropriate for all positions, all departments, or all situations.
- Working an alternative work arrangement is a privilege, not an employee right and it in no way changes the terms and conditions of employment with the City.
- Employees must maintain an acceptable time and attendance record and maintain a satisfactory work performance.
- Employees that answer department main phone lines while onsite will be required to answer the phone lines while working remotely.
- The alternate work arrangement will not cause overtime. All overtime must have supervisor approval prior to incurring the overtime.
- Any alternative work arrangement may be discontinued at will and at any time at the request of the department head with approval from Human Resources. Every effort will be made to provide 30 days' notice of such change to accommodate commuting, child care and other issues that may arise from the termination of the alternative work arrangement. There may be instances, however, when no notice is possible.

3.7 Photography and Videography of Employees

At the City, occasional capturing visual content, including photographs and videos, occurs to document work-related activities, celebrate achievements, and showcase our

vibrant workplace culture. This helps the City remain transparent to our residents and community stakeholders, promote important City-related projects and events, and demonstrate the value and score of City operations. This may involve recording or photographing employees during the course of their job duties or at City gatherings.

Respecting the privacy and preferences of all employees, the City understands that some individuals may have concerns about appearing in photographs or videos. Employees who prefer not to be included in visual content or recorded during work activities are encouraged to communicate their preferences to the individual responsible for capturing the media.

Employees choosing to opt out of being photographed or recorded should kindly inform the person responsible for capturing visual content. The City is committed to respecting these preferences to the best of its ability, ensuring that the individual's desire for privacy is honored. Keep in mind, the City wishes to visually demonstrate our work and activities in the community, so employees should be aware that photographs and video content may still be captured of tasks, even if an employee's likeness is not captured.

While every effort will be made to accommodate individual preferences, it may not always be feasible to exclude every employee from all photographs or videos in work-related settings, especially in situations involving group activities or wide-angle shots. However, we will strive to consider and respect the privacy concerns of our employees whenever possible. These considerations apply only to work-related duties and acts done during work hours as a City employee, not for those voluntarily attending events or programs hosted by the City during free time outside of work hours.

Continued employment at the City of De Pere implies acknowledgment and consent to the possibility of incidental inclusion in visual content captured during work-related events or activities, unless communicated otherwise.

4.1 Rules of Conduct

Public service as an employee of the City is a privilege and not a right. The City desires to employ public servants who serve the public, who protect and further the trust and confidence the public has placed in its servants, who work together as team members, and who strive for professional growth and effective service.

High quality performance, honesty, respect, reliability, professionalism and good judgment are fundamentally required of each employee. Other standards of conduct exist in order to maintain an orderly and efficient working environment and for preservation of the public's trust in its public servants. The Rules of Conduct apply to all City employees.

The primary objectives for each employee are to protect and further the public's trust and confidence and to perform at a high quality level so that the City's citizens, businesses, representatives of other entities, co-workers, and visitors receive high quality services from each employee. Conduct that is inconsistent with those objectives

or in violation of policy, rules or general expectations of professional conduct is forbidden and will subject the offending employee to discipline up to and including discharge. The City has established policies, rules and general expectations of conduct in furtherance of the effective operation of the City, to further these objectives, and for the employee to have a successful career.

No list of rules or types of unacceptable conduct can substitute for the sound and reasonable judgment expected of each employee. It is impossible to list every conceivable type of unacceptable conduct contrary to the interests of the City. The City believes unacceptable acts of misconduct, stand alone, warrant serious discipline up to and including discharge, such as the following:

- Dishonest, misleading or deceptive conduct
- Unauthorized circumvention of the chain of command
- Undermining the authority of a supervisor
- Refusing or failing to follow an order or directive
- Theft, falsification or misappropriation of City records or property, or the property of others, including theft of work time, excessive unauthorized time at break periods, misuse of sick leave or other designated leave, misrepresenting work time, or failing to accurately record work time
- Failing to completely and accurately document relevant information
- Failing to provide accurate and complete information to a supervisor or others who require the information
- Leaving the job without permission
- Causing or working unauthorized overtime
- Failing to cooperate/communicate with others
- Engaging in conduct that creates an unsafe work environment
- Fighting, threats, intimidation or harassment of others
- Damage or defacing of City or employee property
- Failure to report damage of equipment or property to supervisor
- Misuse or unauthorized use of City property
- Possession, use, or being under the influence of illegal substances or alcohol while on duty or refusal to take a drug or alcohol test
- Engaging in unethical conduct
- Conviction of a crime or other offense subject to civil forfeiture, while on or off duty, if the conviction makes it impossible for the employee to perform their duties
- Unauthorized possession of weapons or firearms during work time or on City premises or property
- Absence of two consecutive workdays without notifying supervisor prior to start of work shift
- Excessive absenteeism or tardiness
- Failing to promptly report absence or tardiness to supervisor prior to start of work shift

- Working another job while on sick leave or when not released for full duty while receiving workers' compensation benefits
- Disclosing confidential information to unauthorized sources
- Loafing or sleeping on the job during working hours (except for Fire Fighter employees when working 24 hour shifts)
- Misuse of licenses, patents or copyrights while on work time or using work resources
- Unauthorized solicitations or distributions
- Failure to promptly report defective equipment or safety hazard
- Failure to report injury or accident immediately to supervisor within 24 hours
- Horseplay or violation of safety rules
- Engaging in conduct or activities which serve to lengthen the healing period for a work-related injury
- Substandard quality or quantity of work, including deliberate reduction of output
- Failure to complete assignments promptly and accurately
- Smoking, use of e-cigarettes, or use of smokeless tobacco in unauthorized areas or during work time (break times excluded)
- Unprofessional appearance
- Discourteous treatment of others
- Profane or disrespectful conduct
- Conducting more than a diminutive amount of personal business on City time or property, including promoting or selling any item or soliciting, unless permission is obtained from your supervisor
- Failing to fully comply with standard operating procedures, policies or rules
- Failing to comply with expectations of conduct communicated to an employee
- Failing to appropriately supervise an employee or hold employee accountable
- Failing to report a possible violation of the policies or rules through the chain of command or other authorized reporting procedure
- Inability to work as a member of a team or having attitudinal issues

The City reserves the right to determine whether any other conduct is contrary to the interests of the City and warranting disciplinary action, up to and including discharge.

4.9 Dress Code/Appearance and Demeanor

B. Non-Office Employees

The specific attire requirements above do not apply to City employees who wear uniforms or in situations where the employee's clothing is addressed through a collective bargaining agreement.

Employees are responsible for keeping their uniforms neat, clean and in good repair. Uniforms shall be worn only during work hours, or for conducting official City business outside working hours.

All clothing and safety equipment must be worn as necessary for the type of work being conducted. Failure to wear protective gear and safety clothing may result in discipline. All employees who perform physical manual labor shall also be required to wear protective gear and safety clothing and remove any loose or dangling jewelry that may present a safety hazard.

1. Safety Shoes: For ~~those~~ benefit eligible positions that require safety shoes/boots, the employee will be reimbursed up to $125 annually for approved ANSI Standard Safety Shoes or Boots. Effective January 1, 2025, employees will be reimbursed up to $200 annually for approved ANSI Standard Safety Shoes or Boots. Employees who desire more expensive shoes/boots, will pay the additional costs. Employees may choose footwear styles and vendors of their choice provided they comply with OSHA standards. Footwear purchased with the assistance of this reimbursement may be expected to be worn at all times during working hours. The City reserves the right to deny the shoe/boot reimbursement for any employee for any reason with good cause. Itemized receipts must be submitted within 30 days of purchase for reimbursement.

4.10 Ethics/Conflict of Interest

Employees are expected to comply with all provisions of the City's Ethics Code and Policy. Failure to comply with this policy may result in discipline up to and including ~~dismissal~~termination.

It is declared that high moral and ethical standards among City employees are essential to the conduct of representative government and that a code of ethics for the guidance of public officers and employees will assist them in avoiding conflicts of interest, will improve standards of public service, and will promote and strengthen the confidence of the residents of the City in their public officers and employees.

A. Definitions

Public officer: Means all of those persons defined in Wis. Stat. § 62.09 and all members of boards, commissions and committees of the City, whether paid or unpaid.

Public employee: Means any person excluded from the definition of a public officer who is employed by the City.

Anything of value: Means any gift, gratuity, favor, service or promise of present or future employment, but does not include actual, necessary and authorized expenses, or the exchange of seasonal, anniversary or customary gifts among relatives and friends.

B. Standards of Conduct

Generally, this policy shall not prevent City officers or employees from accepting employment or following any pursuit which does not interfere with the full and faithful discharge of their duties to the City; City officers and employees retain their rights as citizens as to interests of a personal or economic nature; and standards of ethical conduct need to distinguish between those minor and inconsequential conflicts that are unavoidable in a free society and those which are substantial and material.

This policy prevents City officers and employees from engaging in the following activities:

1. Financial Gain: City officers or employees may not use their public positions to obtain financial gain for themselves or their immediate families, or for any business with which they are associated.

2. Special Privileges: City officers or employee may not use or attempt to use their public positions to influence or gain unwarranted benefits, advantages or privileges for themselves or others.

3. Gifts and Gratuities: No City officer or employee shall receive or offer to receive, either directly or indirectly, any gift, gratuity or anything of value from any person if such person:

   a. Has or is seeking to obtain contractual or other business or financial relationships with the City, its boards, commissions or committees; or
   b. Conducts operations or activities, which are regulated by the City, its boards, commissions or committees.

4. Contracts with the City: No City officer or employee who, in ~~his or her~~their capacity as such officer or employee, participates in the making of a contract in which such officer or employee has a private pecuniary interest, directly or indirectly, or performs in regard to that contract some function requiring the exercise of discretion on the part of such officer or employee, shall enter into any contract with the City unless the contract is awarded through a process of public notice and competitive bidding, pursuant to Wis. Stat. § 62.15.

5. Incompatible Employment: No City officer or employee shall engage in or accept private employment from or render service to a private interest when such employment or service is incompatible with the proper discharge of ~~his or her~~their official duties or would tend to impair such official's or employee's independence of judgment or action in the performance of ~~his or her~~their official duties, unless otherwise permitted

by law and unless disclosure of such private employment is made to the Finance/Personnel Committee.

6. Disclosure of Interest in Legislation: To the extent known, any member of the Common Council who has a financial interest in any proposed legislative action before the Common Council shall disclose on the records of the Common Council the nature and extent of such interest.

   Any City officer or employee who has a financial interest in any proposed legislative action before the Common Council or a City board, commission or committee, and who participates in discussion of or gives an official opinion or recommendation regarding such matter, shall disclose on the records thereof the nature and extent of such interest.

7. Confidential Information: City officers and employees may not use or disclose confidential information gained in the course of or by reason of their official positions or duties in a way that could result in financial gain or benefit for themselves or others.

8. Campaign Contributions: Campaign contributions shall be reported by all candidates for City office in strict conformity with legal requirements. Campaign contributions shall be excluded from the provisions of this policy.

9. Event Attendance. No city officer or employee may accept or retain:

   a. any item or service, including food, drink, and travel, of more than nominal value offered because of the officer or employee's position or discounted; and

   b. discounted transportation, traveling accommodations, or communications services for which the supplier would usually charge.

10. Food, Drink, Transportation, and Lodging; Items and Services of Insubstantial Value. Except as otherwise provided in this Section, a city officer or employee may accept and retain:

    a. Food, drink, transportation, lodging, items, and services unrelated to their holding of their position and which could not be reasonably expected to influence their official vote, action, or judgment, nor could reasonably be considered a reward for any official action or inaction; and

    b. Items of insubstantial value, such as mere tokens, items, and services of only nominal, insignificant, or trivial value in an amount not to exceed fifty dollars ($50.00). Any item valued at

more than $50.00 during the prior year shall be identified in a statement submitted to Human Resources unless it is returned to the donor.

C. Penalty and Sanctions

Violation of any provision of this policy may constitute cause for suspension, removal from office or employment, or other disciplinary action by the appropriate City authority. Suspension or removal proceedings of City officers shall be pursuant to Wis. Stat. § 17.12.

D. Severability

If any provisions of this policy are held invalid or unconstitutional or if the application of this policy to any person or circumstance is held invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this policy which can be given effect without the invalid or unconstitutional provision or application.

5.3 Technology Use

The City's computers, networks, programs, hardware, software, electronic communication devices (like phones and cell phones) and tools, other technology, and the Internet (collectively, "technology") are intended as tools for the City to serve the public and are provided so employees may better perform their job-related responsibilities. Inappropriate use can adversely affect the City, interfere with the work of its employees, increase its costs, and even expose the City to damage, liability and security risks.

In order to protect the interests of the City, the City reserves its right to monitor all use by employees of technology. No employee should expect privacy or secrecy in the use of technology. Employee use constitutes acceptance of the City's monitoring and disclosure of the employee's use. Use of the City's property and technology can be limited by the City at any time for any reason. The City may consent to the disclosure of information from use of technology or any other property, and the City may authorize a law enforcement agency to search or review the City's technology or property, and the City may use such information for its intentions and purposes.

To the extent employees utilize personal deceives or internet-based accounts to complete official job duties or to communicate about official job duties or official City business, employee should have no reasonable expectation of privacy in such communications or in any work product stored on such personal device or account. To the extent provided by law, the employer may demand these communication or work product be provided, or in the alternative, may search the employee's personal device or account.

5.4 Generative Artificial Intelligence (AI) Usage Policy

Generative Artificial Intelligence (AI) is a set of relativity new technologies that uses large volumes of data along with machine learning techniques to produce content based on inputs from users, known as prompts. Generative AI are tools and not actual intelligence in the human sense, rather, they are very sophisticated models that predict what the language, text, or video that satisfies the prompt should be. The content can be written (e.g. ChatGPT or Bard), visual (e.g. Dall-E), spoken, or musical. Generative AI may be useful in your work but may also present risks. This policy serves as a resource for City of De Pere employees in responsible generative AI usage.

The use of generative AI will generally be allowed while performing work for the City of De Pere. City email addresses, credentials or phone numbers can be used to create an account with these technologies.

Some examples of what could be created using generative AI include:

- Emails, memos, and speeches.
- Blog posts, reports, and other publications.
- Spreadsheet calculations.
- Foreign language translations.
- Document or information sorting.
- Outlines or summaries of internal or external information.

A. General Guidelines:

1. Employees wishing to use generative AI should discuss the parameters of their use with their supervisor. Supervisors may verbally approve, deny or modify those parameters as best meets City's policy and legal requirements or other business needs.

2. Sensitive or private information shall not be entered into generative AI platforms. All information entered into a generative AI platform should be treated as though it could be viewable to the public. Do not share confidential or sensitive content, or personally identifiable information about yourself, colleagues, residents, or projects you are working on.

3. All generative AI content must be properly cited, as must the use of generative AI content when used as a resource for City work. Your disclosure should include the version and type of model you used. For example, "This content was generated with the aid of ChatGPT3.5 and revised by Employee Name".

4. All generative AI content must be reviewed for accuracy before relying on it for work purposes. If a reliable source cannot be found to verify factual information generated by the generative AI platform, that information cannot be used for work purposes.

5. Employees are responsible for the outcomes of the tools they use. For example, if autocorrect unintentionally changes a word, changing the meaning of something the employee wrote, the employee is still responsible for the text. Technology enables our work; however, it does not excuse judgement or accountability.

6. Employees must use generative AI in accordance with all City of De Pere's conduct and antidiscrimination policies. These technologies shall not be used to create content that is inappropriate, discriminatory or otherwise harmful to others or the City.

B. Monitoring

City of De Pere's Technology Use Policy and relevant monitoring policies still apply when using generative AI with City equipment.

6.3 Overtime

When City operating requirements or other needs cannot be met during regular working hours, then a supervisor may decide it is necessary for employees to work overtime. All overtime work will be based on the department supervisor's authorization. Designation of an employee to work overtime may be based on factors such as skills, experience, qualifications and ability to respond in a timely fashion. No overtime shall be performed without prior supervisory authorization. Typically only non-exempt employees will be paid overtime. Exempt employees may be eligible to receive additional compensation above their regular salary up to the amount the City is reimbursed for the employee performing work for another employer. Employees will only be eligible for the time they are not working for the City. If employees flex the additional time then no payment shall be allowed for that time. The employee's supervisor or department head must notify payroll prior to the end of the pay period of the amount of hours and at what rate (i.e. straight time, 1.5 x or double time).

Overtime Payable as Wages: Unless otherwise defined, a standard workweek is Saturday through Friday. Sworn law enforcement officers and firefighters may have a longer work period as permitted by law. Overtime compensation is paid at a rate of time and one-half the hourly rate of pay for non-exempt ~~(except those exempted by FLSA i.e. seasonal recreational employees)~~ employees who physically work in excess of 40 hours in a workweek. Vacation, sick leave, compensatory and other paid leaves will not be considered as time worked for the purpose of computing overtime pay. Call in pay may be paid differently. See section 6.7 Emergency Pay. Paid time off for recognized holidays when the City is closed for business will be considered time worked for the calculation of overtime. Employees working on an actual or recognized holiday will receive two times their rate of pay for hours worked, regardless of the actual hours physically worked during the workweek.

6.9 Compensation Policy

E. Pay Increases:

1. Step Movement: Employees below the pay for performance range shall advance the equivalent of one step a year until they reach the pay for performance range. These increments shall be based upon measured performance that at least meets expectations and shall be in addition to any other approved general yearly market adjustment.

2. Across the Board Adjustment: Annually, the Human Resources Director will review the pay structure and recommend an adjustment based upon market conditions, the cost of living, financial limitations or organizational performance, and any third-party recommendations or sources, as deemed appropriate. This is separate and distinct from any employee movement within the established pay structure (e.g. pay for performance, steps, etc.). Across the board adjustments may be provided as approved by the Common Council during the budget process unless not warranted based on individual performance as determined by the City Administrator with supervisory input. All employees, except those red-circled (above 125% of market) are eligible for an across the board adjustment. The goal of the City is to provide annual adjustments to the structure to ensure that the pay plan maintains pace with the competitive marketplace. ~~: Yearly wage adjustments (based on Midwest consumer price index and market) may be provided as approved by the Common Council during the budget process unless not warranted based on individual performance as determined by the City Administrator with supervisory input. All employees, except those red-circled (above 125% of market) are eligible for a market adjustment.~~

7.2 Vacation

If an employee becomes ill or injured during a scheduled vacation, then the employee is still considered on vacation. However, exceptions can be made ~~for extraordinary circumstances as determined by the Human Resources Department. To qualify for an exception,~~when the injury or illness is ~~must be serious,~~ sudden and unexpected (e.g., influenza, COVID, hospitalization). The employee must have been otherwise available to work from ~~his or her~~their permanent residence ~~in order to qualify to change vacation time to sick leave~~and notify their supervisor prior to the normal start time of their shift, or as soon as practical if due to injury, in order to qualify to change vacation time to sick leave. Approval of the change is required by the ~~Human Resources Department~~Department Head when or as soon as possible after, such illness or injury arises and written medical verification is submitted, if required.

7.6 Holidays

Employees are afforded the following holidays as paid holidays: January 1, Martin Luther King Holiday, Memorial Day, July 4, Labor Day, Thanksgiving Day, Day after Thanksgiving, December 24 and December 25. Employees are paid 8 hours for the holidays. Battalion Chiefs follow the Firefighter collective bargaining agreement for holidays.

When any legal holiday listed above falls on a Sunday, then the following day will typically be considered a recognized holiday; if the legal holiday falls on a Saturday, then the previous day will typically be considered a recognized holiday. In those departments where service is necessary on the otherwise recognized day, then the department heads or supervisors, upon approval of the City Administrator, may designate that certain employees of their departments consider Friday as the recognized holiday and other employees will consider Monday as the recognized holiday. To receive holiday pay, employees must be employed at the time of the holiday and work or use paid time off the workday before and workday after the recognized holiday.

A. When Holidays Fall (or are observed) Monday-Thursday: Employees are paid 8 hours (pro-rated for part-time employees) for holidays, but employees working hours of operation work 9 hours Monday-Thursday. Employees will be allowed to make up the difference in that time the same work week to keep their weekly hours the same, use vacation, floating holidays, or comp time, or to take that time unpaid (an exception to the voluntary unpaid leave program). Exempt employees are still expected to have at least 80 hours during each pay period.

When a holiday falls on a Thursday, and City buildings would normally be open on that Friday, City buildings will close, and employees will receive 4 hours of paid time off for that Friday. For example, if July 4th falls on Thursday, employees would receive 8 hours of holiday for Thursday, July 4th and 4 hours of paid time off for Friday, July 5th. This day is not considered a holiday; therefore, these hours do not count as time worked for the purpose of overtime calculation or overtime pay for working on a holiday for employees that are required to work that day. With supervisor approval, employees that are required to work that Friday may use their 4 hours at another time during the year.

B. When a Holiday Falls (or is observed) on a Friday: The hours of operation will shorten by the difference of paid holiday time and the hours normally worked on Fridays. For example, if the 4th of July falls on a Friday, employees are scheduled to work 4 hours on Fridays, but are paid 8 hours (pro-rated for part-time employees) for holiday pay. Therefore, City buildings would close 4 hours (the difference between the hours of operation and holiday pay) earlier the day prior to the holiday, which is July 3rd. Therefore, City Hall and Community Center will close at 12:30 p.m. the day prior to the holiday (or the day prior to the observed holiday) and MSC will close at 11:30 a.m. on the day prior to the holiday (or the day prior to the observed holiday).

C. Alternative Work Schedule: Employees working an alternative work schedule should work with their supervisor to flex their hours during holidays weeks to keep themselves whole.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**March 12, 2024**
DEPARTMENT:	**Human Resources**
FROM:	**Tracy Hood**
SUBJECT:	**Consideration and Possible Action to Approve Memorandum of Agreement with Wisconsin Voices for Recovery (Board of Regents of the University of Wisconsin System / Department of Family Medicine and Community Health) for Nalox-ZONE boxes (i.e. Narcan). ***

ATTACHMENTS:

- Memo to Finance and Council - Nalox-ZONE boxes (PDF)
- Nalox-Zone MOU for multi site_2023-08-09_protected(PDF)

CITY OF DE PERE
MEMO

To: Finance/Personnel Committee
From: Tracy Hood, Human Resources Generalist
Date: March 12, 2024

RE: Recommendation and Possible Action to Approve Memorandum of Agreement with Wisconsin Voices for Recovery (Board of Regents of the University of Wisconsin System / Department of Family Medicine and Community Health) for Nalox-ZONE boxes (i.e. Narcan)*

Wisconsin Voices for Recovery's Nalox-ZONE Program offers no cost Nalox-ZONE boxes. A Nalox-ZONE box is a type of rescue kit that is used to prevent fatality from an opioid overdose. Each box contains 2 doses of naloxone (i.e. Narcan) nasal spray, a breathing barrier (if CPR is needed), instructions on how to administer naloxone nasal spray (in Spanish and English), and box placement sites will often include brochures inside the box for local recovery-based resources.

We would like to place Nalox-ZONE boxes alongside the AEDs and bleeding control kits at City Hall, the Municipal Service Center and the Community Center. VFW and Legion pools will receive a Naloxone carry case with Narcan, gloves and a breathing barrier which will be kept with their AEDs. These kits and Narcan are not part of this program, but we wanted to make you aware that we are also providing kits at the pools.

The Nalox-ZONE program through Wisconsin Voices for Recovery has no direct cost to the City. I am asking for your approval of the memorandum of agreement to participate in the program.

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

MEMORANDUM OF UNDERSTANDING

Standard Agreement for Research with Community Organizations

MEMORANDUM OF AGREEMENT BETWEEN [ORG NAME] AND
Wisconsin Voices for Recovery (Board of Regents of the University of Wisconsin System / Department of Family Medicine and Community Health)

This Agreement is made and entered into on the date of last signature below and is between [ORG NAME] (hereinafter known as "the Agency") and Wisconsin Voices for Recovery, a University of Wisconsin-Madison Department of Family Medicine and Community Health program, represented by the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Madison, a public educational institution of the State of Wisconsin, (hereinafter called "the University"). In anticipation of benefits to each party, the Agency and the University agree as follows:

This agreement is in place for the purpose of implementing a Nalox-Zone Box, here in after known as ("the Project") whereas the project contemplated by this agreement is of mutual interest andbenefit to the University and to the Agency, and will further the University's instructional objectives in a manner consistent with its status as a non-profit, tax-exempt, educational institution.

Therefore, the parties now mutually agree as follows:

1. SCOPE OF WORK

The University and the Agency agree to perform the project as set forth in the appended Exhibit A (the "Project"). The Parties agrees to use reasonable efforts to perform this Project. The Agency acknowledges that the University makes no expressed or implied warranties for results of the Project.

Any additional work not identified in Exhibit A, but indicated during the course of the Project, will be separately negotiated and funded in appropriate amounts to be agreed upon in writing by the Agency and the University.

2. PROJECT DIRECTION

The Project will be directed on behalf of the University of Wisconsin by the leadership of the Wisconsin Voices for Recovery program who will be accountable to the University. The Agency shall appoint [NAME] to serve as point of contact during their participation in The Project.

3. PERIOD OF PERFORMANCE

The Project will be active as long as the Nalox-Zone Box is in place at the Agency's location(s).

4. INDEPENDENT CONTRACTOR

The relationship of the parties is that of independent contractors. Neither party is the partner, joint venturer, or agent of the other and neither party has the authority to make any statement, representation, commitments, or action, which would bind the other without the other party's prior written authorization. Unless otherwise agreed to in writing, each party shall be solely responsible for any wages, employment taxes, fringe benefits and work schedules of its own employees or agents.

5. NOTICES

All notices shall be deemed made if given by registered or certified envelope, postage prepaid, and addressed to the party to receive such notice at the address given below:

The University: Research and Sponsored Programs
21 N. Park, Suite 6301
Madison, WI 53715-1218
ATTN: Contracting Division
FAX: 608-262-3822

The Agency: _____
_____
_____
_____
_____

6. PUBLICATION

The University and its employees shall have the right, at their discretion, to release information or to publish any data, writings, or material related to the Project, for educational, research, and funding purposes. Information to share includes but is not limited to:

a. The sharing of Nalox-ZONE box location and usage data by county, region, and state;
b. The sharing of Nalox-ZONE location and usage data by type of organization/business that has a Nalox-ZONE box installed by the University (e.g., gas station, university, grocery store, etc.)

*Requests by the University for the sharing of any data more detailed than as described in point (a) and (b) above, will be submitted in writing to the Agency for review and comment back to the University within a mutually agreeable period, negotiated at the time of request submission to the Agency.

7. LIABILITY

The Agency agrees to hold harmless the University from any loss, claim, damage, or liability of any kind, arising out of or in connection with this Agreement. To the extent authorized by secs. 893.82 and 895.46(1), *Wis. Stats.*, the University agrees to hold harmless the Agency, its officers, agents and employees from any and all liability including claims, demands, losses, costs, damages and expenses of every kind and description (including death), or damages to persons or property arising out of or in connection with or occurring during the course of this agreement where such liability is founded upon or grows out of the acts or omissions of any of the officers, employees or agents of the University.

The University will provide the Agency with replacement items for the Nalox-Zone Box.

8. INSURANCE

The University warrants and represents that it has adequate liability coverage, such coverage being applicable to officers, employees, and agents while acting within the scope of their employment by University. The University may request proof of insurance from the Agency at anytime.

9. PUBLICITY

Neither party shall use the name of the other party in connection with any products, promotion or advertising without the prior written approval of the named party.

10. TERMINATION

This Agreement may be terminated by either party at any time prior to its full term of performance provided that a written notice is given to the other party thirty (30) days in advance. In the event of termination by The Agency, Wisconsin Voices for Recovery will have 14 days from termination date to collect any and all Nalox-Zone box material from The Agency.

11. GOVERNING LAW

This Agreement is made in accordance with and shall be governed and construed under the laws of the State of Wisconsin.

12. WAIVER & SEVERABILITY

Failure to insist upon compliance with any of the terms and conditions of this Agreement shall not constitute a general waiver or relinquishment of any such terms or conditions, and the same shall remain at all times in full force and effect. If any part of this Agreement is held unenforceable, the rest of the Agreement will remain in full force and effect.

13. ASSIGNMENT

Neither party shall assign or transfer any of its rights or obligations under this Agreement without the written consent of the other party.

14. MISCELLANEOUS

This Agreement is the entire understanding between the parties relative to this project. This Agreement may be changed only by written modification signed by both parties.

This Agreement shall take precedence over any conflicting administrative language contained in the Project.

It is agreed that nothing contained in this Agreement is intended to induce, encourage, solicit, or reimburse the referral of any patient, consumer or business, including any patient, consumer or business funded in whole or in part by a state or federal health care program, to any party hereunder.

[signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate by proper persons duly authorized.

University Representative

_____	_____
Print Name	Title
_____	_____
Signature	Date

Agency Representative:

_____	_____
Print Name	Title
_____	_____
Signature	Date

EXHIBIT A

The University Agrees:

1. Provide replacement naloxone (a.k.a. Narcan®) to the Agency as needed.
2. Provide nasal naloxone administration training to the site upon request.
3. Connect the agency with state-approved naloxone training programs upon request.
4. Review policies for the proper acquisition, storage, replacement, and disposal of the Nalox-Zone Box Rescue Tools, including naloxone.
5. Maintain/replace any damaged Nalox-Zone boxes within The Agency and their partner sites upon request.

The Agency Agrees:

1. Designate one staff member to be trained in naloxone administration and be the contact person for communications with Wisconsin Voices for Recovery. The trained staff member will:
    a. Designate at least one staff member at each Nalox-Zone box site to be trained by Wisconsin Voices for Recovery or approved training affiliate in nasal naloxone administration, and coordinate these trainings, as well as provide confirmation that the trainings have been completed.
    b. Be available to check each Nalox-Zone Box regularly to ensure the box is free of obstruction and is in full, clear view by all;
    c. Accept calls, texts and/or emails from Wisconsin Voices for Recovery staff regarding box usage, and to coordinate replacement of naloxone and other items within the Nalox-Zone Box; and
    d. Serve as a liaison to Wisconsin Voices for Recovery and as an agency leader for the Nalox-Zone Box Program.
    e. Periodically, but no less than weekly, personally inspect the Nalox-Zone Box to ensure that it contains the instruction tear-off pad and that the instruction tear-off pad is clearly visible. If the tear-off pad has been removed, altered, or is empty, the trained staff member shall replace the tear-off pad.
2. Abide by policies for proper acquisition, storage, replacement, and disposal of the naloxone approved by the University and in accordance with the U.S. Food and Drug Administration's approved manufacturer's product label recommendations (acquisition and replacement of devices, shelf life of the medication and proper storage and disposal conditions); see Exhibit B.
3. Provide the University, for quality assurance purposes, any individual information involving the use/delivery of the naloxone, which may include the summary report filed by First Responders and utilization by First Responder of naloxone.
4. Notify the University for the refill of naloxone when taken from the Nalox-Zone Box.
5. Allow every interested party access to the Nalox-Zone Box and take naloxone and associated materials, and provide assistance with reading and understanding the instructions to any interested party who requests it.

(Optional) The Agency Agrees to support visibility of access to Narcan to the public:

1. To support visibility of access to Narcan I agree on behalf of our organization/business to have our name/address listed on a public-facing map of Nalox-ZONE Box locations.

_____ _____
Initial Date

EXHIBIT B

U.S. Food and Drug Administration's approved manufacturer's product label recommendations.

https://www.accessdata.fda.gov/drugsatfda_docs/label/2015/208411lbl.pdf

Instructions for Use
NARCAN (nar´ kan)
(naloxone hydrochloride)
Nasal Spray

You and your family members or caregivers should read the Instructions for Use that comes with NARCAN Nasal Spray before using it. Talk to your healthcare provider if you and your family members or caregivers have any questions about the use of NARCAN Nasal Spray.

Use NARCAN Nasal Spray for known or suspected opioid overdose in adults and children.

Important: For use in the nose only.

- **Do not remove or test the NARCAN Nasal Spray until ready to use.**
- **Each NARCAN Nasal Spray has 1 dose and cannot be reused.**
- **You do not need to prime NARCAN Nasal Spray.**

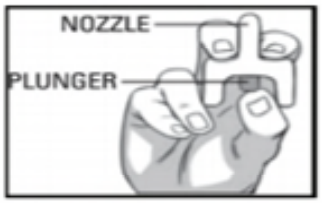
How to use NARCAN Nasal Spray:

Step 1. Lay the person on their back to receive a dose of NARCAN Nasal Spray.

Step 2. Remove NARCAN Nasal Spray from the box. Peel back the tab with the circle to open the NARCAN Nasal Spray.

Note: NARCAN Nasal Spray freezes at temperatures below 5°F (-15°C). If this happens, the device will not spray. Get emergency medical help right away if this happens. Do not wait for NARCAN Nasal Spray to thaw. NARCAN Nasal Spray may still be used if it has been thawed after being previously frozen.

Step 3. Hold the NARCAN Nasal Spray with your thumb on the bottom of the red plunger and your first and middle fingers on either side of the nozzle.



Step 4. Tilt the person's head back and provide support under the neck with your hand. Gently insert the tip of the nozzle into **one nostril** until your fingers on either side of the nozzle are against the bottom of the person's nose.

Step 5. Press the red plunger firmly to give the dose of NARCAN Nasal Spray.

Step 6. Remove the NARCAN Nasal Spray from the nostril after giving the dose.

What to do after NARCAN Nasal Spray has been used:

Step 7. Get emergency medical help right away.

- Move the person on their side (recovery position) after giving NARCAN Nasal Spray.
- Watch the person closely.
- If the person does not respond by waking up, to voice or touch, or breathing normally another dose may be given. NARCAN Nasal Spray may be dosed every 2 to 3 minutes, if available.
- Repeat **Steps 2 through 6** using a new NARCAN Nasal Spray to give another dose in the other nostril. If additional NARCAN Nasal Sprays are available, Steps 2 through 6 may be repeated every 2 to 3 minutes until the person responds or emergency medical help is received.

Step 8. Put the used NARCAN Nasal Spray back into its box.

Step 9. Throw away (dispose of) the used NARCAN Nasal Spray in a place that is away from children.

How should I store NARCAN Nasal Spray?

- Store below 77°F (25°C).
- Excursions permitted up to 104°F (40°C).
- Do not freeze or expose to excessive heat above 104°F (40°C).
- Keep NARCAN Nasal Spray in the box until ready to use. Protect from light.
- Replace NARCAN Nasal Spray before the expiration date on the box.

Keep NARCAN Nasal Spray and all medicines out of the reach of children.

This Instructions for Use has been approved by the U.S. Food and Drug Administration.

Distributed by Adapt Pharma, Inc. Plymouth Meeting, PA 19462 USA.

For more information, go to www.narcannasalspray.com or call 1-844-4NARCAN (1-844-462-7226).

Issued: 08/2020

A1135

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**March 12, 2024**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Consideration and Possible Action to approve agreement with Clarity Enrollment Solutions for voluntary employee benefits .***

ATTACHMENTS:

- Memo to Finance for approval of agreement (PDF)
- City of De Pere DOU - City revisions 3.5.24 agreement(PDF)

CITY OF DE PERE
MEMO

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Date: March 12, 2024

RE: Recommendation and Possible Action to approve agreement with Clarity Enrollment Solutions for Voluntary Benefits that will be offered to employees

As part of the benefit renewal we brought forward for approval last October we shared that we will be offering voluntary benefits to employees (Accident, Critical Illness, and a Hospital Indemnity plan). These benefits are voluntary, and the entire cost of monthly premium will be paid by the employee, via payroll deduction.

We will be educating our employees using benefit educators through a company called Clarity Enrollment Solutions at no charge to the City. Attached is an agreement with Clarify Enrollment Solutions for this service.

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

Clarity Enrollment Solutions, LLC

Document of Understanding

Employer: City of De Pere

Broker: M3

A successful enrollment requires a partnership between Clarity Enrollment Solutions, the broker and employer. Clarity is dedicated to working with all parties to achieve the desired results of the upcoming enrollment.

Partner Information

Employer: City of De Pere *(referred to as employer in this agreement)*
Address: 335 S Broadway, De Pere, WI 54115
Brokerage Firm: M3 *(referred to as broker in this agreement)*

Method of Enrollment

Clarity Enrollment Solutions will facilitate enrollment with each benefit-eligible employee.

Employer Initials _____ Broker Initials _____

Enrollment methods will consist of:

- ☐ One-on-One meetings onsite
- ☑ Telephonic meetings
- ☐ Self-serve
- ☐ Employer-Assisted self-serve

Benefits to be Enrolled

The purpose of the enrollment will be to communicate and/or enroll each of the following benefits or services:

Benefit / Services

Accident - Enroll
Critical Illness - Enroll
Hospital Indemnity - Enroll

Employer Initials _____ Broker Initials _____

Competing Benefits

Employer Initials _____ Broker Initials _____

If competing benefits from other carriers are currently in place, Employer agrees to end payroll deductions and/or cancel coverage.

Pre-Communication

To aid in employee education and awareness, all parties have agreed to use the following communication.
Clarity can create these documents based on the plan information, rates, etc. provided by the broker and carriers. All communication materials will be shared electronically; employer is responsible for printing and distribution.
Please BCC Clarity on any electronic employee communications.

Employer Initials _____ Broker Initials _____

- ☐ **Announcement** - to be emailed to Employer. Employer is responsible for distribution
  Target distribution date: 04/22/2024
- ☐ **Final Reminder** – Employer is responsible for distribution
  Target distribution date: 04/29/2024

Employer Responsibilities

Employer Initials _____ Broker Initials _____

- Mandatory enrollment on company time during designated dates. Employer agrees they will make all effort to require >85% of eligible employees to enroll/waive either via face-to-face meeting or call center.
- Distribute pre-communication material related to the services offered by Clarity Enrollment Solutions.
- Deduct premiums for the products listed in this agreement.
- Adhere to dates and terms outlined in the implementation timeline.
- If enrollment is taking place on the employer's technology platform, Clarity will need basic reporting access. If reporting access cannot be granted, employer agrees to provide daily enrollment reports in Excel or .cvs format. These reports must include a unique employee identifier, coverage amounts/tiers, benefit elections/waivers, deduction amounts, and the date elections were taken.
- After the final date of scheduled enrollment services, if there are employees who still need to go through the enrollment process, the employer will be responsible for the collection of their elections and waivers and for sharing those elections and waivers with the appropriate parties.

Expenses

Employer Initials _____ Broker Initials _____

Employer agrees that all of Clarity Enrollment Solutions' set-up costs associated with this enrollment will be waived in return for the offering of voluntary benefits outlined in this agreement. Further, the employer will not be responsible for direct expenses associated with Clarity's enrollment process. However, the employer agrees to reimburse Clarity any unrecoverable enrollment related costs (including unrecoverable call center expenses, printing expenses and enroller fees that are incurred prior to the enrollment in the following instances):

- If the agreed to mandatory meetings are not scheduled in advance for > 85% of the benefit eligible employees
- Postponement of enrollment occurring less than 90 days from the scheduled start of the enrollment
- Postponement that lasts for more than 90 days
- If enrollment begins as scheduled, then is canceled or postponed to a later date

Term of Agreement

Employer Initials _____ Broker Initials _____

Term of Agreement

Enrollment services provided by Clarity will begin on 05/06/2024 and shall continue in force until the completion of the enrollment timeline on 05/10/2024. This agreement may be terminated as of any date mutually agreed to in writing by the parties hereto.

Indemnification

Employer Initials _____ Broker Initials _____

Indemnification

a. Each party agrees to indemnify and hold harmless the other party from all fines, claims, demands, suits, actions or costs, including reasonable attorneys' fees, of any kind and nature arising solely by reason of the indemnifying party's breach of this agreement or negligent action(s) or omission(s). Nothing contained herein is intended to waive or estop either the City or its insurers from relying upon the limitations, defenses and immunities contained within

§§ 345.05 and 893.80 of the Wisconsin Statutes. To the extent indemnifica
is available and enforceable, the City or its insurers shall not be liable in
indemnity contribution or otherwise for an amount greater than the limits of
liability of municipal claims under Wisconsin law.

Confidential Information

Employer Initials _____ Broker Initials _____

The parties agree that Clarity's Software, marketing, education materials, plans, procedures, techniques and manuals are of trade secret or proprietary nature. The parties acknowledge that the Employer and its personnel may be in possession of and have access to Clarity's confidential information. Except as otherwise required by law, Employer agrees not to disclose to others or take or use for Employer's own purposes or the purposes of others at any time, any Confidential Information of Clarity's that may have been or may be obtained by Employer by reason of its

Clarity agrees to regard and preserve as confidential all records and other information relating to Employer data including but not limited to, participation, demographic and benefit election information and any materials developed exclusively for Employer. Clarity will not, without written authority from Employer, disclose to others any such records or other information. This provision shall survive the termination of this Agreement.

Witnesses

The parties have caused this agreement to be executed by their respective officers/decision makers duly authorized to do so and bind each organization to the terms and conditions of this Agreement.

Employer

Print Name _____

Signature

Date _____

Clarity Enrollment Solutions, LLC

Print Name Joe

Signature Joe Gruis

Date 1/18/2024

Broker

Print Name _____

Agency

Signature

Date _____

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**March 12, 2024**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Consideration and Possible Action for a proposed purchase/sale agreement option terms with Jim Cornell Plumbing for a 1.15 acre portion of Parcel ED-2313-1 for future business relocation and expansion.***

ATTACHMENTS:

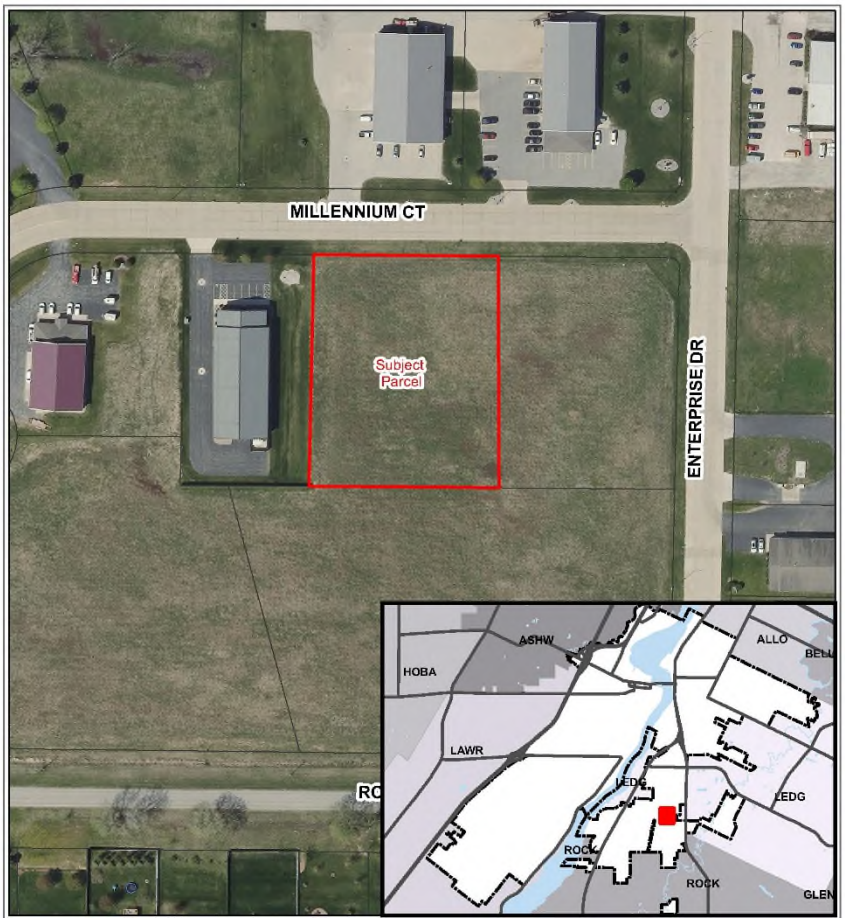
- Jim Cornell Plumbing FP Memo 03122024 (PDF)
- Subject Map - 760 Mil Court (PDF)
- 23-11-30 Jim Cornell Plumbing (PDF)

CITY OF DE PERE
MEMO

To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: March 12, 2024

RE: **Consideration and Possible Action for a proposed purchase/sale agreement option terms with Jim Cornell Plumbing for a 1.15 acre portion of Parcel ED-2313-1 for future business relocation and expansion***

Jim Cornell Plumbing is an existing business in the East De Pere Business Park that continues to grow in its business. It has grown to the point that it is outgrowing its current facility at 1450 Enterprise Drive in De Pere. To serve the community & give their staff the resources they need to continue to grow, Jim Cornell Plumbing requests a three-year option to build a new facility in De Pere to conduct their operations. The preliminary design features approximately 1,760 sq ft of office space, 6,800 sq ft of workshop space, and 1,945 sq ft of garage/storage space. A facility of this size and features will support its current needs and continued growth. Jim Cornell Plumbing worked with City staff to identify 760 Millennium Ct as the ideal location for its new business. Schematic plans are included for your reference, prepared by Nolan Carter, a commercial architectural firm located in Green Bay.

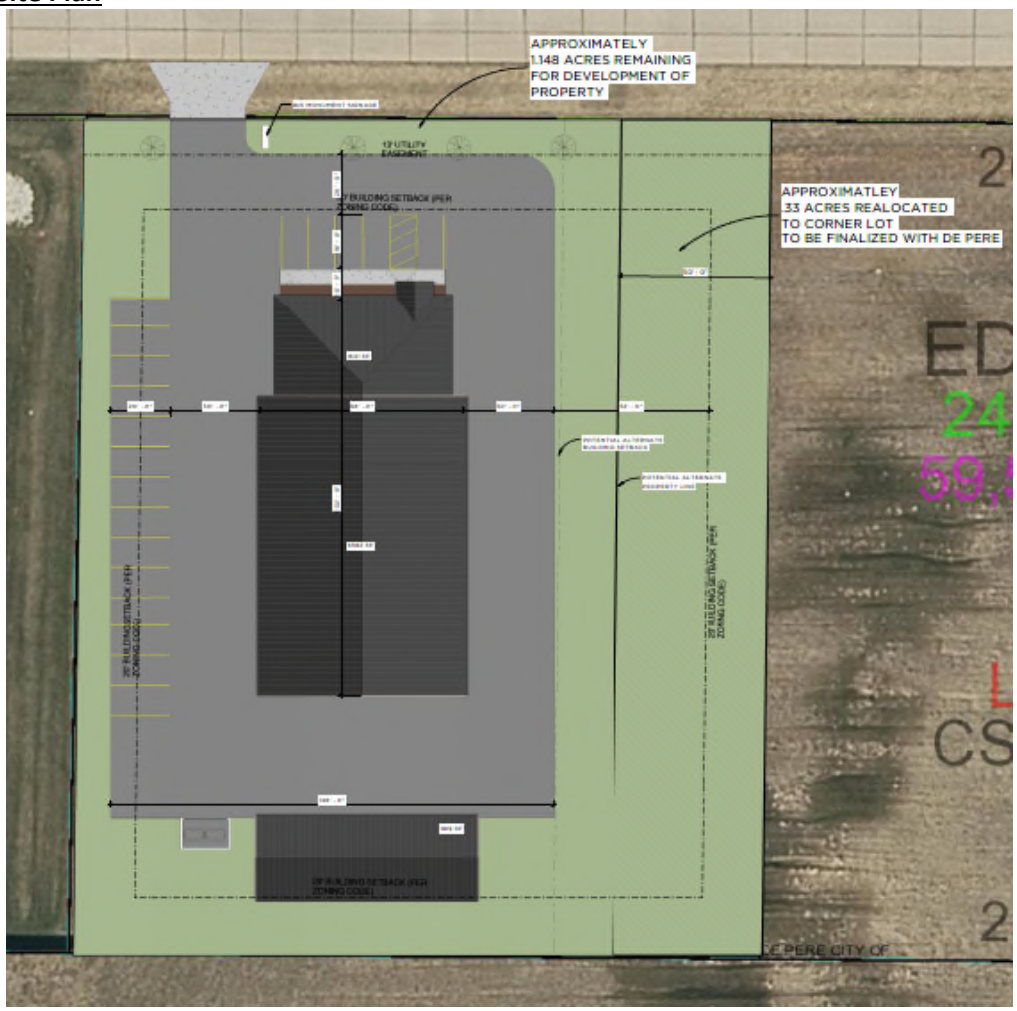


Therefore, Jim Cornell Plumbing is requesting a 3-year option to purchase 760 Millennium Ct (Parcel# ED-2313-1). As reflected in the preliminary site plan, Jim Cornell Plumbing believes its needs can be met with an appropriate 1.15-acre site; leaving approximately 0.33 acres to be re-drawn and allocated to the neighboring 780 Millennium Ct property (ED-2314; 1.366 acres). Anticipated future building value and land once completed is approximately $800,000.

SITE SUMMARY:

Address(es):	760 Millennium Ct
Parcel IDs:	ED-2313-1
TID(s):	10
Acres:	Approximately 1.15 Acres
Proposed Use:	Relocated office and shop space
Future Land Use:	Business Park
Zoning:	Business Park 2 (BP-2)
Proposed Zoning:	Unchanged
Current Total Assessed Value (full value):	$0
Potential Addition Building Value (full):	$800,000
Office:	*$230,000 (rounded 1,760 sq ft x $130 per square foot)*
Shop/Warehouse:	*$570,000 (rounded 8,745 sq ft x $65 per square foot)*

Example Site Plan



PROPOSED TERMS

General Information

Purpose Use:	Office, Shop, and Storage
Anticipated New Assessed Value:	$800,000
Acres:	1.15
Sale Value Per Acre:	$30,000
Sale Price:	$34,500

Option to Purchase Specifics:

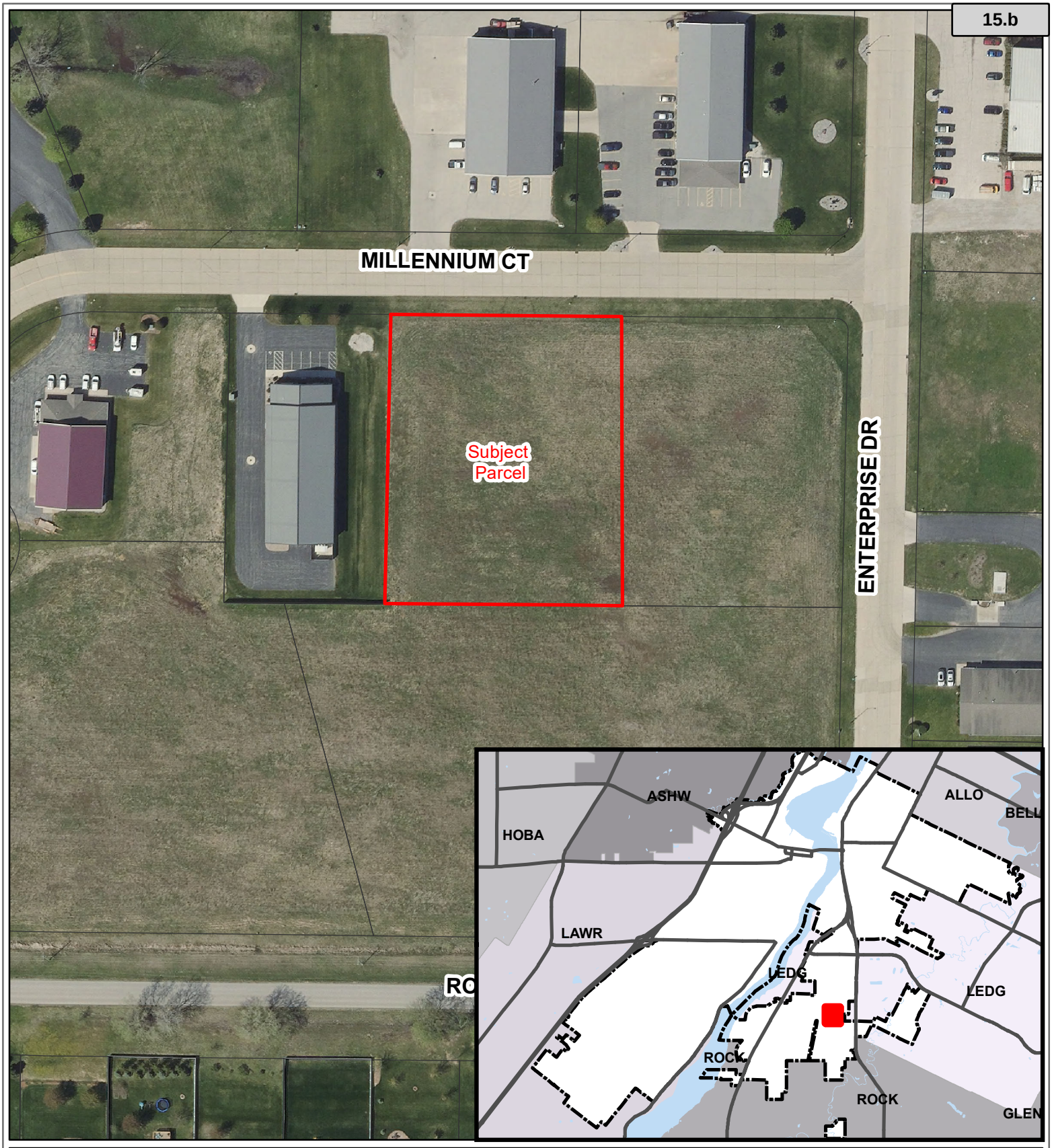
1. **Option Fee:** In consideration of, and contingent upon, the annual payment of $575 ($500 x 1.15) commencing the date of this Agreement, due and payable on or before the anniversary thereof for the following two (2) years, City grants Developer a thirty-six (36) month option to purchase the approximate 1.15 acre parcel
2. **Option Period.** The thirty-six (36) month option period shall run from the date of this Agreement. Developer shall have an exclusive option to purchase the Option Parcel and City shall not convey any right, title, or interest to the Option Parcel without the written consent or waiver of Developer. It is specifically understood that any rights to the Option Parcel are contingent upon Developer's compliance with this section and the timely payment of the above referenced option fee.
3. **Failure to Pay Annual Option Fee**. If Developer fails to make timely payment of the option fee, City shall be released of all obligations in regard to Developer and the Option Parcel and may market and convey the Option Parcel without any notice or consent of Developer.
4. **Exercise of Option.** If Developer wishes to exercise its option to purchase, it shall provide written notice of the same to City within the option period. Upon service of written notice to City, the parties shall set a mutually agreeable date for closing not more than sixty (60) days from the date of receipt of such notice. The purchase price for the Option Parcel shall be $30,000 per acre plus any fraction thereof. All option fees paid shall be credited to Developer upon purchase of the Option Parcel. Said purchase price shall cover all municipal improvements located adjacent to the site, including concrete paving, curb and gutter, lighting, natural gas, storm sewer, sanitary sewer and municipal water. No assessment will be made to the Option Parcel for these public improvements. This paragraph shall not limit the City's ability to assess the Option Parcel for future public improvements. Sale Price is $34,500.
5. **Site Plan.** Developer shall submit a site plan, including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, facade materials, improvement layout (site drainage, utilities, erosion control, etc.), accessory building or structures, and any other information related to the construction and appearance of the site and building and any accessory buildings or structures thereon which may be reasonably required by City. Said plan shall be submitted to City for approval not more than twelve (12) months after the date of closing on the Option Parcel and prior to any construction. Approval and review of such plan shall be based on the Zoning Code requirements of the subject parcel and may be subject to additional reasonable conditions imposed at the discretion of the City.

6. **Developer to Substantially Improve.** Developer shall substantially develop the building and improvements on the Option Parcel in accordance with the plan submitted to the City within twelve (12) months of site plan approval. Substantial development as used in this agreement shall be the actual and substantial construction of permanent structures in compliance with all plans required by this agreement. In addition, Developer must give meaningful and satisfactory assurance to City that the completion of the construction in compliance with the approved plan shall be accomplished within a reasonable time, taking into consideration the normal industry standards for the type and complexity of construction involved. Determination of substantial development is to be at the discretion of City.

7. **Failure to Submit Site Plan or Substantially Develop.** If, in the reasonable discretion of City, Developer has not complied with the provisions of Section above, City may, by certified mail, inform Developer of such failure. If after sixty (60) days of mailing of such notice, Developer has still not submitted a satisfactory plan or substantially developed the property in compliance with the site plan, City may repurchase the property for the price actually paid for the property less any real property taxes due or liens or judgments of record. If repurchase is made under this section, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the subject parcel as a result or consequence of Developer's ownership or construction efforts thereon. If Developer is delayed from achieving substantial development as required in this agreement and as referred to in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

8. **Repurchase Closing.** Closing for repurchase as contemplated in Section above, shall occur not less than sixty (60) days from the date of termination notice referred to in either Section IV, paragraph C, above, unless another time is specifically agreed upon by the parties. At such closing, Developer shall, at its own expense, extend the title insurance previously supplied by the City, naming the City as owner and shall remove any and all encumbrances not present on the title at the time of the original closing. Title shall be conveyed by warranty deed to the City and Developer shall pay all closing costs and filing fees.

If the Finance and Personnel Committee approves the proposed terms, the City will draft a purchase/sale agreement option terms with Jim Cornell Plumbing that will be reviewed by the Common Council at a future meeting.



760 Millennium Ct

City of De Pere

0 50 100 200 300 400 500 Feet

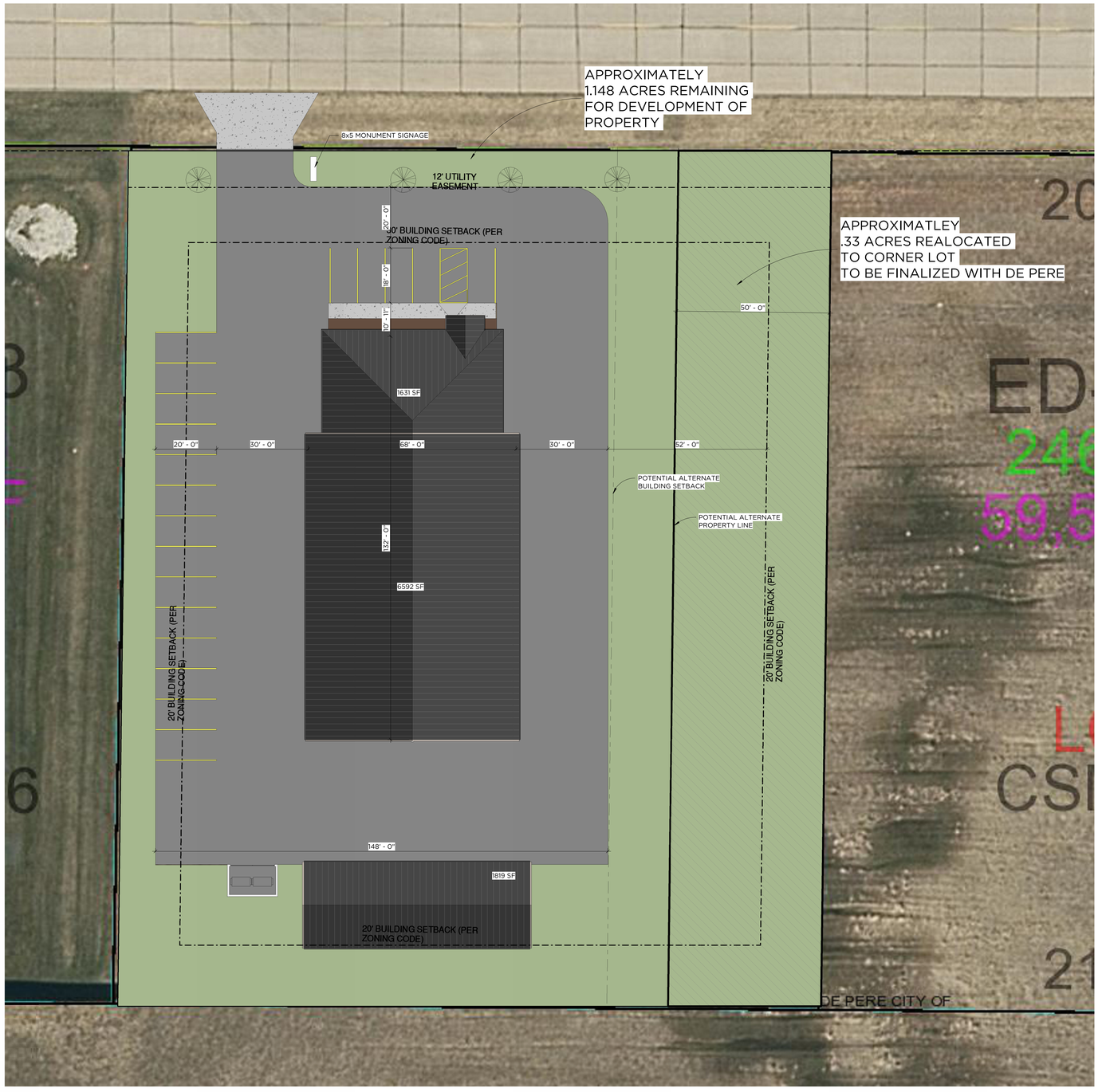
N

S

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



ARCHITECTURAL SITE PLAN

1/16" = 1'-0"

NOLANCARTER
ARCHITECTURAL DESIGN
www.nolancarterarchitecturaldesign.com

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JIM CORNELL PLUMBING

760 MILLENNIUM CT, CITY OF DE PERE

PRELIMINARY NOT FOR CONSTRUCTION

NO.	DATE	DESCRIPTION

Project #:	23-01-20-001
Date:	11-30-2023
Drawn by:	I. WILSON
Checked by:	I. WILSON

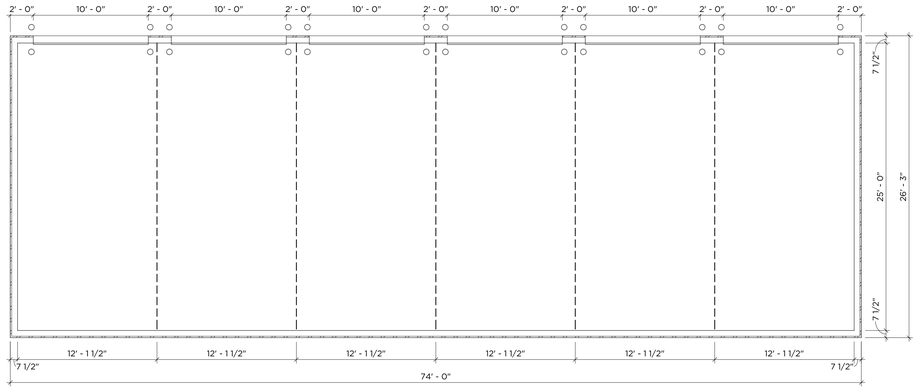
ARCHITECTURAL SITE PLAN

A003

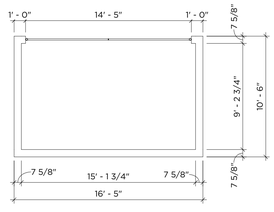
11/30/2023 4:22:43 PM

GENERAL PLAN NOTES

- DO NOT SCALE FROM DRAWINGS. BRING ANY DISCREPANCIES TO THE ARCHITECTS ATTENTION IMMEDIATELY.
- COORDINATE LOCATIONS AND QUANTITY OF WORK WITH MECHANICAL, ELECTRICAL, AND PLUMBING CONTRACTORS.
- ALL DIMENSIONS ARE CLEAR FROM THE FACE OF FINISHED WALL/PARTITION TO FACE OF FINISHED WALL/PARTITION OR FACE OF EXISTING WALLS ACTUAL FACE.
- ALL PIPING, CONDUIT AND RELATED MECHANICAL AND ELECTRICAL ITEMS SHALL BE CONCEALED WITHIN GYPSUM BOARD FURRING AS REQUIRED IN FINISHED AREAS WHETHER SHOWN ON DRAWINGS OR NOT, UNLESS NOTED OTHERWISE.
- PROVIDE METAL PLATE BACKING AND/OR TREATED WOOD BLOCKING IN WALLS WHERE WALL-MOUNTED EQUIPMENT IS SHOWN ON PLANS OR ELEVATIONS. VERIFY HEIGHT AND LENGTH WITH ACTUAL EQUIPMENT.
- SEE SHEET A011 & A012 FOR LIFE SAFETY PLAN AND FIRE PARTITION RATINGS.
- SHADED AREA INDICATES BUILDING ADDITION AND RENOVATION AREAS.
- CONTRACTOR TO VERIFY ALL EXISTING CONDITIONS BEFORE CONSTRUCTION.



GARAGE FLOOR PLAN
3/16" = 1'-0"



ENCLOSURE FLOOR PLAN
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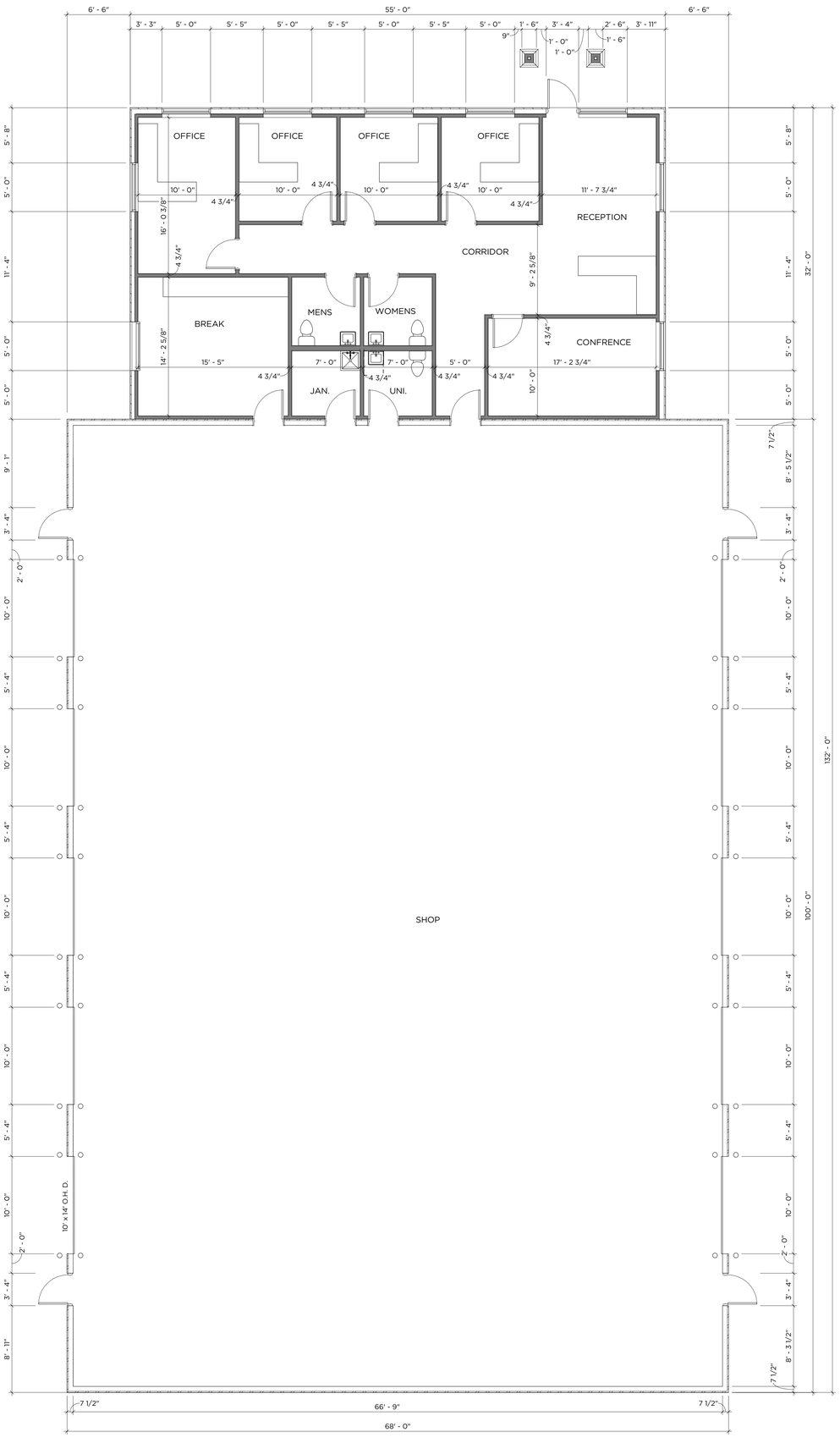

FIRST FLOOR PLAN - SHOP

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JIM CORNELL PLUMBING

760 MILLENNIUM CT.

NO.	DATE	DESCRIPTION

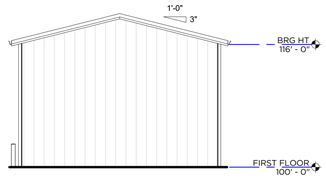
Project #:	23-01-20-001
Date:	07-06-2023
Drawn by:	R. ROSE
Checked by:	I. WILSON

PRELIMINARY NOT FOR CONSTRUCTION

FIRST FLOOR PLAN

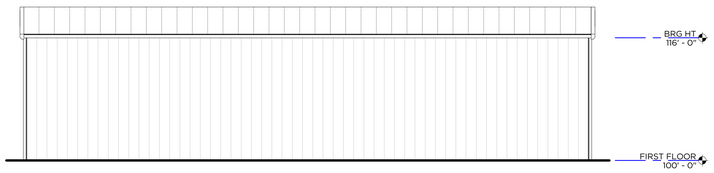
A310

7/6/2023 9:02:05 AM

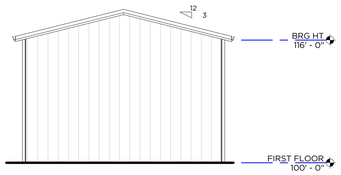


STORAGE - WEST ELEVATION
1/8" = 1'-0"

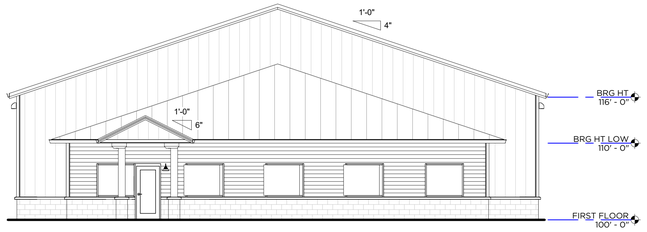
STORAGE - NORTH ELEVATION
1/8" = 1'-0"



STORAGE - SOUTH ELEVATION
1/8" = 1'-0"

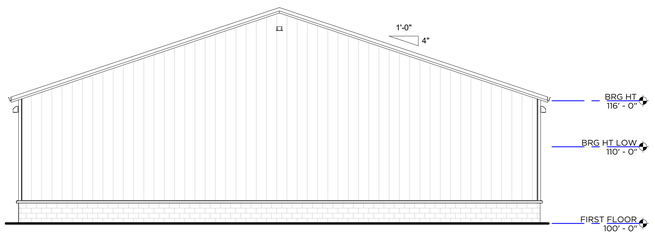


STORAGE - EAST ELEVATION
1/8" = 1'-0"



SHOP - NORTH ELEVATION
1/8" = 1'-0"

SHOP - WEST ELEVATION
1/8" = 1'-0"



SHOP - SOUTH ELEVATION
1/8" = 1'-0"

SHOP - EAST ELEVATION
1/8" = 1'-0"

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JIM CORNELL PLUMBING

760 MILLENNIUM CT.

NO.	DATE	DESCRIPTION

Project #: 23-01-20-001
Date: 07-06-2023
Drawn by: R. ROSE
Checked by: I. WILSON

EXTERIOR ELEVATIONS

PRELIMINARY NOT FOR CONSTRUCTION

A700

7/6/2023 9:02:05 AM

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JIM CORNELL PLUMBING

760 MILLENNIUM CT.

NO.	DATE	DESCRIPTION

Project #:	23-01-20-001
Date:	07-06-2023
Drawn by:	R. ROSE
Checked by:	I. WILSON

EXTERIOR RENDER

PRELIMINARY NOT FOR CONSTRUCTION

A701

7/6/2023 9:02:06 AM

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**March 12, 2024**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Consideration and Possible Action on REVISED Sale and Development Agreement Terms with Smet Properties, LLC for Parcel WD-D0076 on Venture AV in the West Business Park.***

ATTACHMENTS:

- SMET Term Sheet Memo - WD-D0076 Updated 03072024 (PDF)
- WD-D0076 Sale Map (PDF)

CITY OF DE PERE
MEMO

To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: February 13, 2024 – REVISED March 12, 2024

RE: **Consideration and Possible Action on REVISED Sale and Development Agreement Terms with Smet Properties, LLC for Parcel WD-D0076 on Venture AV in the West Business Park***

Following the February 13, 2024, meeting of the Finance and Personnel Committee, Smet and EDL requested a revision to the terms to switch from an up-front cash grant following a Certificate of Occupancy to an annual/PAYGO agreement.

Impact Analysis:
The previous $246,800 upfront cash grant would have a total fiscal impact to the TID of approximately $342,000 after financing fees and cost of borrowing. Therefore, the City would be able to assist with a PAYGO grant structured as the following.

Development Incentive: 80% of the annual increment generated up until a cumulative total of $375,000. The City would pay a Developer's incentive structured 80% of the Assessed Increment Revenue attributable to the Project, commencing with taxes assessed for 2025, payable in 2026 and continuing until a cumulative total incentive value of three-hundred and seventy-five thousand dollars and no cents ($375,000.00) is reached or until the expiration of TID #11, which is anticipated to expire on September 1, 2035, whichever occurs first. Should the cumulative total of the Development Incentive not reach the $375,000 threshold, then the City would not be responsible for the remaining balance since the Developer did not incur the necessary tax expense due to decreasing mill rates impacting the operating expenses.

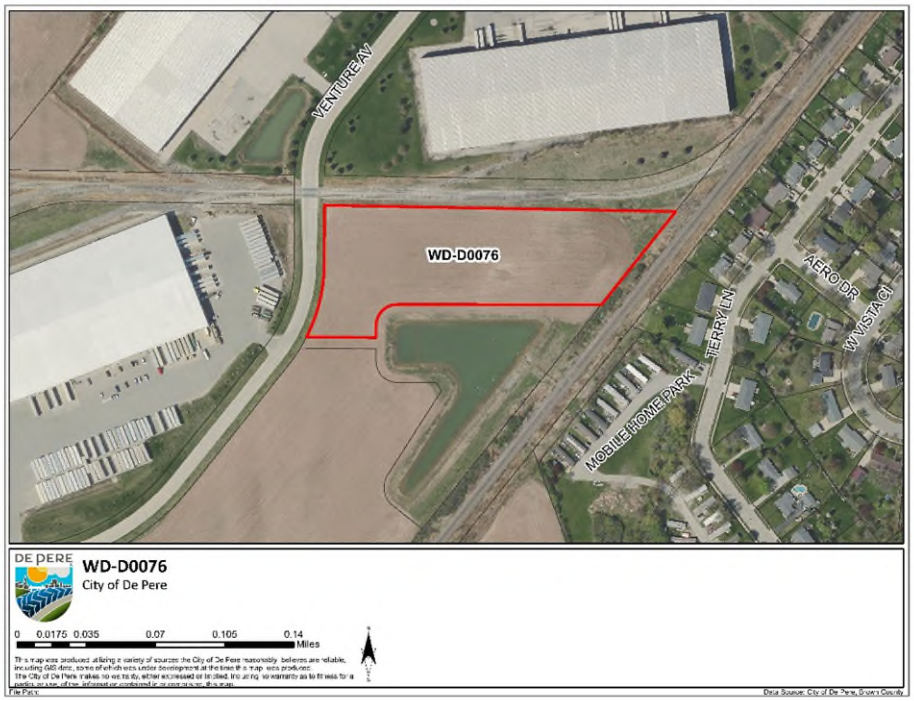
The total incentive increased from 15.01% to approximately 15.95% in equivalent cash grant funding. The total anticipated impact to the TID increased by $33,000. Staff supports this request since it removes the borrowing risk and expense to the City.

The memo below outlines the proposed changes to the terms.

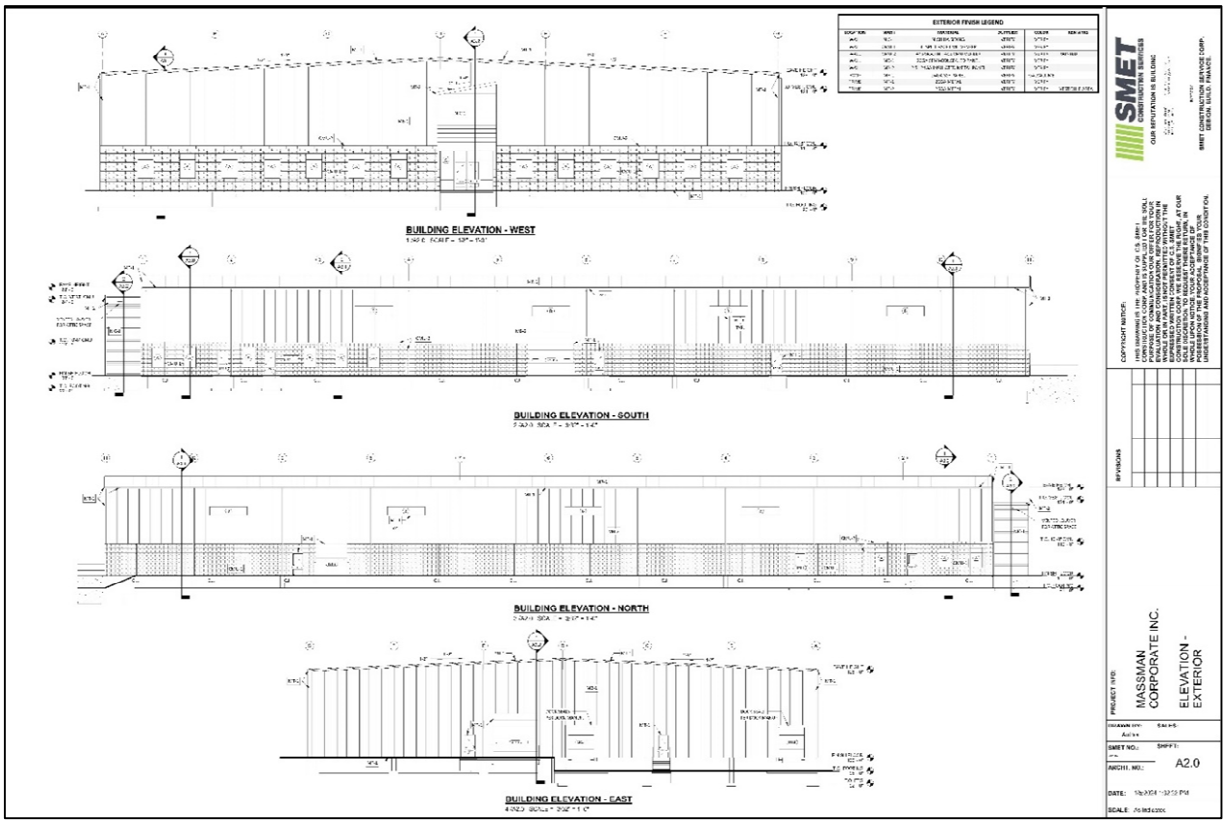
Summary

Last February, the Development Services Department responded to a site selection request from Smet Construction Services Corp (Smet) regarding a site inquiry for approximately 5 acres of land for a local company looking to expand its operation that is unable to expand at its current location. EDL, a shrink wrap line production company currently located in Ashwaubenon, conducted due diligence comparing a De Pere site on American BLVD and a site located out-of-state. Because of interest rates and the uncertainty of the economy, EDL and Smet chose to delay construction until the first quarter of 2024 to evaluate all options under a 270-day planning option. During the discussions, the City presented Smet with a 5.33-acre site located along Venture AV that had since become available after a different option party declined to construct a facility on that site. After additional review, EDL and Smet prefer the newly proposed location on Venture AV.

Therefore, Smet proposed to construct, own, and lease the development of a one-story, 45,555 SF manufacturing building of which 8,792 SF within the structure is office and restrooms for their approximately 90 employees. SMET also stated the development could expand in the near future and as such the rear of the building is being planned as an expansion wall. The proposed use would be completely contained within the building. Example site plans are attached to this memo.



SIGNAGE
SMET


EXTERIOR FINISH LEGEND
BUILDING ELEVATION - WEST
BUILDING ELEVATION - SOUTH
BUILDING ELEVATION - NORTH
BUILDING ELEVATION - EAST
SMET
COPYRIGHT NOTICE:
PROJECT INFO:
MASSMAN CORPORATE INC.
ELEVATION - EXTERIOR
SHEET NO.:
A2.0
DATE:
SCALE:

Development Site Information Summary:

Address:	TBD
Parcel IDs:	WD-D0076
Acres:	5.33
Anticipates Sale Value:	$213,200 ($40,000 per acre)
Purpose Use:	Office/ manufacturing/warehouse
Future Land Use:	Business Park
Zoning:	Business Park 2 (BP-2)
Proposed Zoning:	Unchanged
Current Total Assessed Value (full value):	$0
Potential New Building Value (full):	$3,060,000 (rounded) - $3,059,000 Actual
Office	*$1,181,500 (8,792sq ft x $125 per square foot)*
Storage/Warehouse:	*$1,985,665 (36,103+660 sq ft x $55 per square foot)*
~~Guaranteed Annual Tax Payment:~~	~~$47,000 (rounded)~~
	~~*$3,060,000 x 0.015348387 (2023 mill rate)*~~

Note: Guaranteed annual tax payments are included in upfront cash grants to ensure the city has enough annual revenue to cover annual borrowing costs.

Potential City Incentives:

Approximately $588,200 in PAYGO agreements ~~$460,000 in a cash~~ and/or land grant or approximately ~~15.08%~~ 15.95% in equivalent cash grant funding of the estimated assessed values. The percentage is slightly higher than in the recent past; however the construction pricing inflation and elevated interest rates continue to challenge the expected market rate of return for the developer. Additionally, the site was originally planned for a rail user; however, after further analysis, the site would require too much additional fill to add a rail spur and therefore the highest and best use of the site is the proposed manufacturing use.

Developer Obligations- (Smet Properties, LLC):

1. **Proposed Development:** The developer shall construct a minimum 45,555-square-foot office and manufacturing facility.

2. **Timelines:**
   a. Secure site plan approvals by May 1, 2024.
   b. Commence construction by June 1, 2024.
   c. Complete construction by December 31, 2024.
   d. Final assessed value by January 1, 2025.

3. **Assessed Value ~~and Tax Revenue~~:** The Developer guarantees a minimum building value of $3,060,000. The City and/or State of Wisconsin shall assess the development project in accordance with the real estate valuation requirements for similar mixed commercial under Wis. Stats, §70.32. The total project grants are premised upon the completed development project having an equated assessed value equal to the guaranteed value for real property tax purposes of not less than $3,060,000.

City Obligations (City of De Pere):

1. **Site Assembly Grant.** The City shall provide the Developer with a Site Assembly Grant of $213,200 at the close of the purchase of the subject property.

2. **Development Incentive:** 80% of the annual increment generated up until a cumulative total of $375,000:
   City would pay a Developer's incentive structured 80% of the Assessed Increment Revenue attributable to the Project, commencing with taxes assessed for 2025, payable in 2026 and continuing until a cumulative total incentive value of three hundred and seventy-five thousand dollars and no cents ($375,000.00) is reached or until the expiration of TID #11, which is anticipated to expire on September 1, 2035, whichever occurs first. Should the cumulative total of the Development Incentive not reach the $375,000 threshold, then the City would not be responsible for the remaining balance since the Developer did not incur the necessary tax expense due to decreasing mill rates impacting the operating expenses.

   EXAMPLE: The first year anticipated Assessed Increment Revenue was expected to be approximately: $46,966 based on the assumptions during the initial term sheet discussion.

Total Assessed Value:	$3,060,000
Based Assessed Value:	$0
Total Increment Value:	$3,060,000
Total Taxes/Increment Revenue Paid:	$46,966 ($3,060,000 x 0.015348387 (2023 mill rate))
Total Initial Developer Incentive:	$37,573

   Based on the aforementioned example the total comparable incentive to a cash grant example increased from 15.01% to approximately 15.95%.

~~3. **Developer Project Cost Reimbursement Grant.** The City shall provide developer with a Project Cost Reimbursement Grant ("project grant") of $246,800 to reimburse project costs incurred by the Developer. Such project grant shall be payable after the Certificate of Occupancy is issued and the entire site plan has been completed and the Development Services Director has reviewed and verified final project costs, which such review may not be unreasonably withheld or delayed. However, at no point shall the project grant be issued prior to September 1st of the subject year unless the Developer notifies the City by October 1st of the preceding year that they expect to complete the project between January 1st and August 31st of the subject year.~~

Recommendation:
Staff recommends approval of the term sheet and if the Finance and Personnel Committee approves the proposed terms, the City will draft a Developer's Agreement that will be reviewed by the Common Council at a future meeting.

DE PERE

WD-D0076 Location Map

City of De Pere

0 0.05 0.1 0.2 0.3 0.4 Miles

N

S

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: X:\GIS\Administration\Planning\Economic Development\3. Development Projects\Park_West Business\6. Current Development Projects\SMET\WD-D0076

Data Source

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**March 12, 2024**
DEPARTMENT:	**Economic Development**
FROM:	**Quasan Shaw**
SUBJECT:	**Consideration and Possible Action to award a contract for appraisal services with Vogels Buckman.***

ATTACHMENTS:

- Memo to FPC - 2024 Appraisal Services RFP (PDF)
- Real Estate Appraisal Services RFP 022024 (PDF)
- Vogels Buckman (PDF)
- Commercial Property Consultants (PDF)
- Cushman Wakefield (PDF)
- Fox Cities Appraisal (PDF)

CITY OF DE PERE MEMO

To: James Boyd, Mayor
Finance/Personnel Committee Members
From: Quasan Shaw, Community and Economic Development Specialist
Date: March 7, 2024

RE: **Consideration and possible action to award a contract for appraisal services with Vogels Buckman.***

Summary
On February 5, 2024, the Development Services Department released for distribution a Request for Proposals (RFP) to qualified appraisers and appraisal firms to produce full narrative appraisals on an as needed basis. Services provided will include:

1. Inspect and photograph the property being appraised;
2. Secure and evaluate information relating to land characteristics, zoning, access, utilities which the City will make available;
3. Study area land uses, demographics, and market supply-demand characteristics;
4. Research recent and similar property sales and rents, and land sales within the appropriate market area;
5. Form an opinion of the highest and best use for the appraised property; and
6. Develop an opinion of market value using appropriate appraisal methodology with reporting of the appraisal results in an Appraisal Report, as specified in USPAP.

City staff received a total of four RFP responses from the following agencies:

- Fox Cities Appraisal
- Cushman & Wakefield
- Vogels Buckman
- Commercial Property Consultants

Development Services completed a review of the proposals and based on the content of the proposal and past experiences with Vogels Buckman the past year we would recommend approval.

Timeline and Budget
Vogels Buckman will provide appraisal services to the City of De Pere on an as needed basis for the next two years. The proposal includes costs of each appraisal ($1,500-$3,500 depending on the type) and $175 per hour for trial testimony.

Staff Recommendation
Recommend approval of the proposal from Vogels Buckman for appraisal services as outlined in the RFP and forward the recommendation to the Common Council for approval.

REQUEST FOR REAL ESTATE APPRAISAL SERVICES PROPOSALS:
City of De Pere, Wisconsin

Development Services Department

Issued: February 5, 2024

Proposals Due: March 1, 2024, by 4:00PM

A. INTRODUCTION AND SUMMARY

Through this Request for Proposals ("RFP"), the City of De Pere Development Services Department seeks proposals from qualified state-licensed, certified general, real estate appraisal firms to produce full narrative appraisals on an as needed basis. This RFP will be used to establish a list of qualified appraisers. Submissions must be received by the Development Services Department at City Hall, 335 S. Broadway, De Pere, WI 54115 no later than 4:00 p.m. on Friday, March 1, 2024.

B. COMMUNITY OVERVIEW

The approximately 25,000 people, who call the City of De Pere, Wisconsin home, know that the community provides a high quality of life in the Greater Green Bay metropolitan area. The excellent schools, a dynamic downtown, successful business parks, and safe neighborhoods served by ample parks and natural areas have resulted in considerable loyalty and community pride among residents. The residences, businesses, and commercial areas are connected with a transportation and green space network that accommodates cars, bikes, and pedestrians. The beautiful Fox River is the focal point of the City Center and the Claude Allouez Bridge unites the two sides of our dynamic downtown. Whether you are on the east side or west side, historic buildings thoughtfully blend with new redevelopment to provide a mix of housing, employment, shopping, dining, and entertainment.

C. SCOPE OF WORK

To aid in the purchase or sale of a parcel, the City must obtain an accurate market value for a subject property. In the scope of this assignment, the appraiser must complete all of the following:

1. Identify and explain the chosen method of the appraisal of property taking into consideration location, zoning, topography, access, public improvements and all other factors;
2. Inspect and photograph the property being appraised;
3. Secure and evaluate information relating to land characteristics, zoning, access, utilities which the City will make available;
4. Study area land uses, demographics, and market supply-demand characteristics;
5. Research recent and similar property sales and rents, and land sales within the appropriate market area;
6. Form an opinion of the highest and best use for the appraised property;
7. Interview persons considered informed regarding the subject and similar properties, including various real estate professionals, and representatives of the City of De Pere; and
8. Develop an opinion of market value using appropriate appraisal methodology with reporting of the appraisal results in an Appraisal Report, as specified in USPAP.

D. SUBMITTAL QUESTIONS

All questions shall be submitted in written form to the contact information provided below by 4:00 PM, Central Time, Wednesday, February 14, 2024. Answers will be provided via the City website as a part of addenda to the RFP as they become available. Multiple addenda may be released.

E. Submission Requirements

The City wishes to evaluate each proposal under the same uniform review standards. Proposals for this project should be organized in the following order and contain all of the following information: Respondent shall submit one (1) electronic copy in PDF format on the City's online portal. In order to be considered, proposals must be received no later than 4:00 PM, Central Time, Friday, March 1, 2024 and delivered to:

Quasan Shaw
Community and Economic Development Specialist
qshaw@deperewi.gov
or
[De Pere, WI] RFP Application (seamlessdocs.com)

Proposals should include all of the following:

1. *Title Page:* Display the proposal title, name of the firm, address, telephone number(s), name and email address of a contact person, date, and any other pertinent firm information.
2. *Proposal Effective Date*: A statement that the proposal is effective for 60 days from the proposal due date.
3. *Litigation*: A brief list of any pending, settled, tried, or other litigation the firm has been involved in for the past five (5) years relating to real estate appraisal services performed by the firm, with a description of the case(s) and their current status, if applicable.
4. *Cost proposal:* The following is a list of all pricing items to submit in your proposal (subject to annual rate change as part of Master Service Agreement):
    - *i.* Lump sum cost for production of a single parcel report for market analysis, restricted, summary and condemnation appraisals. Describe actual services provided in the various levels/formats of appraisals.
    - *ii.* Unit rate for production of a report including multiple parcels in one general location (i.e. hourly or other method of compensation determination) for market analysis, restricted, summary and condemnation appraisals. Describe actual services provided in the various levels/formats of appraisals and provide separate fees for each of the following grouping: 2-5 parcels; 6-10 parcels; 11 or more parcels.
    - *iii.* General fully loaded hourly rate for appraisal consultation, including project feasibility, evaluation studies, etc.

   iv. General fully loaded hourly rate for pre-trial depositions and discovery investigations and pre-trial preparation.

   v. General fully loaded hourly rate for expert testimony at condemnation trial and other legal proceedings as required.

5. *Qualifications and Experience:* Describe the qualifications and experience of the personnel to be assigned to the work such that those qualifications demonstrate prior experience of similar nature.
6. *Appraisal Projects Completed:* Provide a summary of representative projects performed by the firm from the past two (2) years, identify if the client was a public or private entity and describe any unique challenges associated with the selected projects.
7. *References:* Please provide three (3) references for work completed within the past two (2) years.
8. *Conflict of Interest:* Applicant shall either state they have no conflict of interest or disclose any potential conflict of interest. A potential conflict of interest includes, but is not limited to:

   i. Accepting an assignment where duty to City would conflict with the Applicant's personal interest, or interest of another client.

   ii. Performing work for a client or having an interest which conflicts with this contract.

F. SELECTION PROCESS

The following describes the anticipated general review process.

1. Proposal review.
2. Staff recommendation to the Finance and Personnel Committee and committee recommendation to Common Council.
3. Common Council approval of the selected appraisal firm.
4. Finalize/execute service contract.

G. SELECTION CRITERIA

The selection process will involve the following primary steps. Applicants should carefully examine the entire RFP, any addenda, and all related materials and data referenced in the RFP. Applicants should become fully aware of the nature of the work and the conditions while performing the work.

Each of the following review criteria will be taken into consideration in the evaluation of the proposals. The proposals evaluation will be weighted as shown below:

1. Completeness of Proposal: The proposal must address each item outlined in the proposal requirements, demonstrating offeror understanding of project scope. (Maximum 25 points)
2. Appropriateness of Proposed Services: The extent to which the proposal achieves the City's goals, objectives, and overall vision of the desired services. (Maximum 50 points)

3. Relevant Experience: Demonstrated ability to meet appraisal services as pertains to the scope of work. (Maximum 25 points)

The selection team will recommend an appraisal proposal and firm to the Finance and Personnel Committee and ultimately to the Common Council based on the Selection Criteria.

The Common Council reserves the right to reject any and all proposals and select an appraisal firm of their choosing. When a selection decision is made, the City expects to enter into negotiations with the selected firm to complete a service contract. Upon approval and execution of a service contract, all other competing firms will be notified of the selection in writing. The City is committed to a cooperative working relationship with the selected appraisal firm.

H. TENTATIVE TIMELINE

The following is the conceptual timeline for the process (subject to change):

Release of Request for Real Estate Appraisal Proposal	February 5, 2024
Written questions submitted to qshaw@deperewi.gov	February 14, 2024
Reponses to questions available	February 16, 2024
Submission deadline by 4:00 p.m.	March 1, 2024
Follow Up Information and Interviews (if needed)	TBD, 2024
Presentation of Proposals to Finance and Personnel Committee	March 12, 2024
Recommendation to Common Council	April 2, 2024

I. STATEMENT OF RIGHTS AND UNDERSTANDING

The City reserves, and may, in its sole discretion, exercise any and all of the following rights and options with respect to this RFP:

1. To accept, reject, or negotiate modifications to, any and all proposals;
2. Submission of a proposal does not bind the City to any action or any applicant;
3. To issue clarifications and propose addenda;
4. To modify any timeline;
5. To negotiate with one or more applicants;
6. To select any submission as the basis for negotiations and to negotiate with applicants for amendments or modifications to their submission;
7. To conduct investigations with respect to the qualifications of each applicant;
8. All materials submitted in response to this RFP become the property of the City;
9. The City is not responsible for costs associated with preparing proposals;
10. No legal liability is assumed or shall be implied with respect to the accuracy or completeness of this RFP. This RFP has been prepared by the City and does not purport to be all-inclusive or to contain all of the information a prospective applicant may desire. No legal liability is assumed or shall be implied with respect to the accuracy or completeness of this RFP.

Vogels Buckman APPRAISAL GROUP, INC.

REAL ESTATE APPRAISAL SERVICES PROPOSAL

VOGELS BUCKMAN APPRAISAL GROUP INC.
2005 S. Webster Avenue
Green Bay, Wisconsin 54301
920-437-1717
Greg Fenendael
gregf@vbappraisal.com
February 29, 2024

Vogels Buckman APPRAISAL GROUP, INC.

February 29, 2024

Quasan Shaw
Community and Economic Development Specialist
City of De Pere
335 S. Broadway
De Pere, WI 54115

RE: Request for Real Estate Appraisal Services

Dear Mr. Shaw:

At your request, I am providing a proposal for real estate appraisal services as per your request dated February 5, 2024.

This proposal is effective for 60 days from February 29, 2024.

Our firm has had no pending, settled, tried or other litigation within the past 5 years.

Cost Proposal: Our fees will vary depending on the property. However, in general, a narrative appraisal report is typically between $2,000 to $3,000, a restricted appraisal report between $1,500 to $2,000 and a condemnation appraisal report between $2,500 to $3,500. Appraisals would entail consideration of the 3 approaches to value with the application of the most appropriate approaches for the subject.

Discounts for multiple appraisals will be determined on a case-by-case basis but in general, a discount of $100 to $500 per appraisal would be applicable for multiple reports, from 2 to over 11 parcels. Typically, the greater the number of parcels, the greater the discount.

Our hourly rate for appraisal consultation, including project feasibility, evaluation studies, pre-trial dispositions, discovery investigations, pre-trial preparations, expert testimony and other legal proceedings etc. is $175 per hour.

Attached to this proposal are the qualifications of the appraisers in our office, Greg Fenendael and John Anderson. Together we have over 60 years of appraisal experience.

Recently we have done condemnation and other appraisals for the City of De Pere, Brown County, City of Green Bay, Village of Howard, City of Appleton and Outagamie County, among others. Projects range from 1 parcel to 25+ parcels.

2005 S. Webster Ave. Green Bay, WI 54301 (920) 437-1717 Fax: (920) 437-8897

Vogels Buckman

Submitted for reference are the following:

Kim Lesperence, Westwood, Real Estate Specialist/Coordinator, 920-735-6900
Mark Lahay, City of Appleton, Engineer, 920-832-6486
Paul Evert, Village of Howard, Administrator, 920-434-4640

Vogels Buckman Appraisal Group Inc. has no conflict of interest working with the City of De Pere.

Thank you for the opportunity to be of service. If you have any questions, feel free to contact me.

Sincerely,

Greg Fenendael
Wisconsin Certified General Appraiser #1220-10
Vogels Buckman Appraisal Group Inc.
2005 S. Webster Avenue
Green Bay, Wisconsin 54301
Office: 920-437-1717
Cell: 920-241-3480

Vogels Buckman

APPRAISAL QUALIFICATIONS

Greg Fenendael
Wisconsin Certified General Appraiser #1220-10
Vogels Buckman Appraisal Group, Inc.
2005 S. Webster Avenue
Green Bay, WI 54301
E mail: gregf@vbappraisal.com

EDUCATION

Graduate of the University of Wisconsin - Green Bay
Bachelor of Science Degree - 1991
Graduate Studies at the University of Wisconsin - Green Bay - 1993-1994

Successfully completed the following courses and seminars:

- Appraisal Principles (Course 110) - 7/94
- Appraisal Procedures (Course 120) - 7/94
- Standards of Professional Practice A - 10/94
- Residential Property Construction and Inspection - 10/95
- Appraising from Blueprints and Specifications - 11/95
- Multifamily Appraisal Report Writing- 12/95
- Depreciation Seminar - 12/95
- Data Confirmation & Verification Methods - 1/96
- Appraisal Institute Seminar on E-Mail & the Internet - 4/96
- Alternative Residential Reporting Forms - 11/96
- Fair Lending and the Appraiser - 2/97
- Appraising Unique Residential Properties - 10/97
- Appraising Special Purpose Properties - 10/97
- Residential Case Study (Course 210) - 7/98
- Eminent Domain - 9/98
- FHA Appraisal & Construction Standards - 12/98
- USPAP 98 - 12/98
- Supporting Sales Comparison Grid Adjustments - 8/99
- Apartment Appraisal Concepts and Applications (Course 330) - 11/99
- Valuation of Detrimental Conditions - 11/00
- Real Estate Fraud - 3/01
- Basic Income Capitalization (Course 310) - 7/01
- Uniform Standards of Professional Appraisal Practice - 10/01
- Appraisal Review - Residential - 5/02
- USPAP Review - 3/03
- Residential Construction - 6/03
- Supporting Capitalization Rates - 9/03
- Appraising Environmentally Contaminated Properties - 11/03
- Predatory Lending - Crossing the Line - 11/03
- Real Estate Fraud: The Appraiser's Responsibilities and Liabilities - 12/04
- Sorting Out Updates, Recerts., Retypes, New Assignments and More - 5/05

Vogels Buckman

The Professional's Guide to the URAR - 9/05
USPAP Update - 10/05
Internet Resources for Appraisers/Sales Comparison Techniques - 10/06
WisDOT Appraisal Procedures and Practices - 5/07
USPAP Update - 11/07
Appraisal Trends - 12/07
Valuation of Detrimental Conditions in Real Estate - 12/07
Keeping Current – Six Things You Need to Know for 2009 – 11/08
2008-2009 National USPAP Update Course – 10/09
Current Issues in Appraising – 11/09
Advanced Internet Search Strategies – 12/09
Demystifying Income Property Appraising – 10/10
Appraising 2-4 Family and Multifamily – 10/11
National USPAP Update Course – 11/11
Analyzing Operating Expenses – 11/11
Appraiser Ethics – 11/12
Sales Adjustment Strategies for the Current Market – 5/13
National USPAP Update Course 2014-2015 – 10/13
Being Reviewed and Completing Residential Appraisal Reviews – 1/15
AAA: Appraisal, Adjustments & Approaches – 10/15
USPAP Update – 11/15
Appraisal of Self-Storage Facilities – 12/15
Wisconsin Ethics and Fair Housing – 11/16
Statewide WisDOT Real Estate Training Conference – 9/17
National USPAP Update Course – 11/17
Discloser vs. Disclaimer – 11/17
Inspections and Relevant Characteristics – 11/17
Income Approach: An Overview – 12/17
Real Estate Day at Lambeau Field – 12/18
Appraisal of Land Subject to Ground Leases – 9/19
National USPAP Update – 10/19
Land and Site Valuation – 11/19
Appraisal of Owner-Occupied Commercial Properties – 5/20
7-Hour National USPAP Update Course – 10/21
Appraisal of Industrial and Flex Buildings – 11/21
REALTOR Code of Ethics – 11/21
Sales Comparison Approach – 11/21
Cost Approach – 1/23
Appraisal of Self-Storage Facilities – 11/23
The Income Approach: An Overview – 11/23
2024-2025 National USPAP Update Course – 11/23

Vogels Buckman

GENERAL EXPERIENCE

October 2020 to Present - Owner, Real Estate Appraiser
Vogels Buckman Appraisal Group
June 1995 to October 2020 - Real Estate Appraiser
Vogels Buckman Appraisal Group, Inc.
January 1994 to May 1995 - Research Specialist, MLS Coordinator
Vogels Buckman Appraisal Group, Inc.
August 1993 to December 1993 - Loan Processing Department
Security Bank, Green Bay
February 1993 to July 1993 - Cost Accounting Department
Grace Tec Systems, De Pere
May 1992 to November 1992 - Assistant Crop Manager
Progenix Corp., Wausau

STATE CERTIFICATION

Wisconsin Certified General Appraiser #1220-10
Expires 12/14/2025

REAL ESTATE APPRAISAL EXPERIENCE

Market value for acquisition purposes, financing, partial interests, tax appeal, foreclosure, etc.
Condemnations for both condemning authorities and condemnees in takings for roadways, redevelopment and parkland.
Values for insurance purposes.
Evaluations and analysis for various decision-making situations.
Relocation appraisals on the ERC form. Pre-purchase appraisals for incoming transferees.

TESTIMONY

Has testified as an expert witness in Brown County and Manitowoc County.

CLIENTS SERVED

Financial Institutions

Affiliated Mortgage
AAA Mortgage Corp.
Aames Home Loan
ABNET
Accent Mortgage
Access Mortgage
Advanta Mortgage
Affiliated Mortgage
Agri Bank
All American Mortgage
Alliance Mortgage
American National Bank
Anchor Bank
Associated Bank
Associated Mortgage
Assured Mortgage
Atlas Mortgage
Banc One Mortgage Corp.
Bank First
Bank of Luxemburg

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Bank One
Bank Mutual
Baraboo National Bank
Baylake Bank
Bengston Mortgage Specialists
BMO Harris Bank
Brown County Emp. Credit Union
Business Lending Group
Capital Bank
Capital Credit Union
Castle Mortgage
Citizens Bank
Cityscape Mortgage
Charter Bank
CLT Appraisal Services
CMA Mortgage
Commerce State Bank
Community Bank of Central WI
Community First Credit Union
Consumer Security Mortgage
Countrywide Funding
CoVantage Credit Union
Crossland Mortgage Corp.
Crozier & Henderson Mortgage
Denmark State Bank
Employees Mutual Savings
F & M Bank
Farm Credit Services
Fidelity Bank
First Business Bank
First Federal Savings Bank
First Financial Bank
First Financial Concepts
First Illinois National Bank
First Northern Savings Bank
First of America Mortgage
First Security Credit Union
Five Star Home Mortgage
Five Star Financial Services
Fleet Management and Recovery
Fleet Mortgage
Fox Cities Bank
Fox Communities Credit Union
Fox Valley Savings
GMAC Mortgage Corp.
Great North Bank
Greenleaf Wayside Bank
Greenstone Farm Credit Services
Greentree Mortgage
Heritage Mortgage
Horizon Mortgage Corp.
Hometown Bank
IBM Credit Union
Industry Mortgage
Investors Community Bank
Johnson Bank
JPMorgan Chase Bank
Knutson Mortgage
Landmark Credit Union
M&I Bank
Monona State Bank
Navy Federal Credit Union
NBD Mortgage
Nicolet National Bank
North Shore Bank
Oceanmark Financial
Oostburg State Bank
Option One Mortgage
Ozaukee Bank
Partnership Bank
Peoples State Bank
PHH Mortgage Corp.
Royal Credit Union
Samboy Financial
Security Bank
Southeast Wisconsin Mortgage
St. Francis Bank
State Bank of Chilton
Superior Home Mortgage Co.
TCF National Bank
The Business Bank
The William Block Co.
Town Bank
Union State Bank
Universal Mortgage Corp.
U.S. Bank
Verve Credit Union
Waterstone Bank
Wells Fargo Bank
Westbury Bank
Wisconsin Bank and Trust

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Governmental
U.S. Government - IRS
State of Wisconsin - DOT, DNR
Various Local Governments

Relocation Companies
Prudential Relocation
Weichert Relocation
GMAC Relocation
Circuit City
Executive Relocation
Procter and Gamble
Corporate Relocation Services
Midwest Relocation
Remax Relocation
StoraEnso
ReloAction
WHR Group
Burnett Relocation
Cross Country Relocation
National Residential Inc.
Nabisco Relocation
Meridian Mobility Resources
ReloSource
Pinnacle Group
Valuation Administrators
Relocation Center
Michelin North America
AMCO
Associates Relocation Management Co., Inc.
Plus Relocation Services
Relocation Resources

Various private investors, attorneys, individuals, corporations, estates and others.

Vogels Buckman

APPRAISAL QUALIFICATIONS

John Anderson
Wisconsin Certified General Appraiser 1065-10
Vogels Buckman Appraisal Group, Inc.
2005 S. Webster Avenue
Green Bay, Wisconsin 54301
E mail: johna@vbappraisal.com

EDUCATION

Graduate University of Wisconsin – Milwaukee – Business Administration and Marketing

Successfully completed the following courses:

Appraisal Institute Courses
Real Estate Appraisal Principles
Basic Valuation Procedures
Capitalization Theory and Techniques, Part A
Capitalization Theory and Techniques, Part B

Recent Seminars
Expert Witness for Commercial Appraisers
The Dirty Dozen Seminar, USPAP Compliance Reports
Appraising and Analyzing Industrial and Flex Buildings for Mortgage Underwriting
Appraising and Analyzing Office Buildings for Mortgage Underwriting
The Evolution of Finance & the Mortgage Market
The Nuts and Bolts of Green Building for Appraisers
Appraisal of Land Subject to Ground Leases
Environmental Issues for Appraisers
2015-2016 WI Ethics and Fair Housing Core Course
Online Business Practices and Ethics
2020-2021 7 hour USPAP Update Course
Managing Appraiser Liability
Introduction to Expert Witness Testimony for Appraisers
New Technology for Real Estate Appraisers

GENERAL EXPERIENCE

1989 to 1995	Staff Appraiser for Realty Consultants, USA, Inc. in Chicago, IL
1995 to 2020	Senior Staff Appraiser with Vogels Buckman Appraisal Group
2020 to Present	Senior Appraiser/Owner

Vogels Buckman

PROFESSIONAL ORGANIZATIONS

Wisconsin Realtors Association
Realtors Association of Northeast Wisconsin

STATE CERTIFICATION

Wisconsin Certified General Appraiser 1065-10 June 23, 2000
Expires 12/14/2025

REAL ESTATE APPRAISAL EXPERIENCE

Vacant land including commercial, industrial, agricultural, recreational, waterfront and wetlands
Land lease analysis
Industrial Property Appraisals including warehousing and manufacturing of many types
Commercial Property Appraisals including retail (downtown and shopping centers), professional offices, medical clinics, restaurants
Specialist in the Appraisal of Convenience Stores
Condemnation Valuation for condemning authorities and property owners
Appraisals for redevelopment
Market value appraisals for sale, financing, partial interests including lessors and lessees, tax appeal
Valuation for Insurance Purposes
Special Use Properties
Valuation for Estates
Highest and Best Use Analysis
TIF District Valuation
Subdivision Analysis
Appraisals for Easements
Proposed Construction Appraisals
Evaluations and analysis for various decision-making situations

TESTIMONY

Has testified as an expert witness for the Illinois Department of Transportation

CLIENTS SERVED

Governmental

U. S. Government - Internal Revenue Service
State of Wisconsin Department of Transportation, Bureau of Aeronautics, Department of Natural Resources
Cities of Green Bay, De Pere and Appleton; Village of Allouez
Green Bay Metropolitan Sewage District
Wisconsin Public Service

Vogels Buckman

Financial and Lender Clients

Associated Bank
City of Oshkosh
Old National Bank
Nicolet National Bank
First Business Bank
BMO Harris Bank
Baylake Bank
Fabco
The Business Bank
Investors Community Bank
Business Lending Group
Village of Pulaski
County Rescue Services
Wipfli Ullrich Bertelson
Marine Bank
Green Bay Radiology
Timberwood Bank
Denmark State Bank
Community First Credit Union
JPMorgan Chase Bank
North Shore Bank
West Pointe Bank

Various private investors, attorneys, individuals, corporations and estates.

COMMERCIAL PROPERTY CONSULTANTS
POST OFFICE BOX 529
JACKSON, WISCONSIN 53037

STEVEN G. STILOSKI, MAI, CCIM - PRESIDENT
WISCONSIN CERTIFIED GENERAL APPRAISER - #49-10
(262) 677-9092 & CPC1@SBCGLOBAL.NET

BRADLEY J. PETZOLD, MAI - COMMERCIAL REAL ESTATE APPRAISER
WISCONSIN CERTIFIED GENERAL APPRAISER - #1823-10
(608) 449-8848 & PETZ1600@HOTMAIL.COM

REQUEST FOR REAL ESTATE APPRAISAL SERVICES PROPOSALS:
CITY OF DE PERE
DEVELOPMENT SERVICES DEPARTMENT
335 SOUTH BROADWAY
DE PERE, WISCONSIN 54115

ADDRESSED TO
MR. QUASAN SHAW
COMMUNITY & ECONOMIC DEVELOPMENT SPECIALIST
QSHAW@DEPEREWI.GOV

EFFECTIVE DATE OF PROPOSAL
This proposal is effective for 60 days from the proposal due date of March 1, 2024.

Commercial Property Consultants
REAL ESTATE APPRAISAL & INVESTMENT ANALYSIS

March 1, 2024

City of De Pere Development Services Department
Attn: Mr. Quasan Shaw, Community & Economic Development Specialist
335 South Broadway
De Pere, WI 54115
qshaw@deperewi.gov

Re: *A Request for Real Estate Appraisal Services Proposals: City of De Pere, Wisconsin*

Dear Mr. Shaw:

We appreciate the opportunity to provide a proposal package for this need. Information regarding our firm and services are as follows:

Proposal Effective Date

This proposal is effective for 60 days from the proposal due date of March 1, 2024.

Litigation

Steve Stiloski has provided expert witness testimony and litigation support on numerous occasions throughout his career. Commercial Property Consultants has performed 50 appraisals along with multiple sales studies within the last 18 months on right-of-way/eminent domain acquisition projects.

Cost Proposal

As requested, the following is Commercial Property Consultants' current pricing.

i. Lump sum cost for production of a single parcel report for market analysis, restricted, summary and condemnation appraisals. Describe actual services provided in the various levels/formats of appraisals.

   Our lump sum fee would depend on the complexity of the property and analysis, at a rate of $125 per hour, the lump sum for most properties as a single parcel report would be in the $2,500 to $5,000 range and would include a fully USPAP-compliant, narrative appraisal report.

ii. Unit rate for production of a report including multiple parcels in one general location (i.e. hourly or other method of compensation determination) for market analysis, restricted, summary and condemnation appraisals. Describe actual services provided in the various levels/formats of appraisals and provide separate fees for each of the following grouping: 2-5 parcels; 6-10 parcels; 11 or more parcels.

   Depends on complexity of properties and analysis, at a rate of $125 per hour, typically would be in the $1,500 to $5,000 range for 2-5 parcels, $1,500 to $4,000 range for 6-10 parcels, and $1,500 to $3,500 range for 11 or more parcels. It is noted that individual parcels requiring greater research and analysis may have fees above these typical ranges.

iii. General fully loaded hourly rate for appraisal consultation, including project feasibility, evaluation studies, etc.

   $125 per hour

iv. General fully loaded hourly rate for pre-trial depositions and discovery investigations and pre-trial preparation.

   $200 per hour

v. General fully loaded hourly rate for expert testimony at condemnation trial and other legal proceedings as required.

   $250 per hour

P.O. Box 529 · Jackson, WI 53037 · (262) 677-9092 · Fax (262) 677-9093
E-mail: cpc1@sbcglobal.net

Qualifications & Experience

Steve Stiloski, MAI, CCIM and Brad Petzold, MAI will be the consultants from Commercial Property Consultants who would be working on these projects. Contact information and a brief summary of experience is as follows with the full qualifications and current licenses attached at the end of this letter.

- ❒ Steve Stiloski, MAI, CCIM is the president of Commercial Property Consultants and has lived and worked in Washington County, Wisconsin since 1989 and is very familiar with eastern Wisconsin market. He has over 35 years of experience in real estate appraisal, including numerous right-of-way and eminent domain projects. In addition, Steve has been licensed as a real estate broker in Wisconsin for over 30 years. Steve Stiloski holds the MAI designation from the Appraisal Institute as well as the CCIM designation from the CCIM Institute. Steve Stiloski has provided expert witness testimony and litigation support on numerous occasions throughout his career.

  Steve Stiloski's contact information is (262) 677-9092 or cpc1@sbcglobal.net.

- ❒ Brad Petzold, MAI is an associate with Commercial Property Consultants and has over 20 years of experience in the appraisal of commercial real estate, including numerous right-of-way and eminent domain projects. Brad has been appraising full time throughout many communities primarily in central and southern Wisconsin for the last 11 years. Brad Petzold holds the MAI designation from the Appraisal Institute.

  Brad Petzold's contact information is (608) 449-8848 or petz1600@hotmail.com.

Appraisal Projects Completed

Commercial Property Consultants has performed 50 appraisals along with multiple sales studies within the last 18 months on right-of-way/eminent domain acquisition projects. These were for street construction purposes and were prepared for WisDOT or the local municipality. The appraisals included partial fee simple acquisition, permanent limited easements, highway easements and temporary limited easements, along with the acquisition of site improvements and severance damage analysis. Some of the more unique challenges on these assignments included railroad corridor parcels using the "across the fence" method of valuation, a former retail mall that was mostly vacant and due to deed restrictions would not be able to be utilized for retail in the future, resulting in an extensive highest and best use analysis, and an abandoned cemetery with extensive highest and best use and larger parcel assemblage analyses.

References

The following list of individuals can attest to our expertise and reliability on these types of assignments.

- ❒ Nicole Mauch, WisDOT Real Estate Supervisor for SE Region - (262) 521-5295 or nicole.mauch@dot.wi.gov
- ❒ Todd Wojciuk, WisDOT Statewide Appraisal Reviewer – (262) 574-8492 or todd.wojciuk@dot.wi.gov
- ❒ Timothy Pope, WisDOT Statewide Appraisal Reviewer – (262) 521-5294 or timothy.pope@dot.wi.gov
- ❒ Bonnie Wellnitz, WisDOT Review Appraiser – (262) 548-6891 or bonnie.wellnitz@dot.wi.gov
- ❒ Mike Hirsh, Milwaukee Metropolitan Sewerage District – (414) 225-2096 or mhirsh@mmsd.com

Conflict of Interest

Commercial Property Consultants have no conflict of interest.

Thank you for the opportunity to submit this proposal. We look forward to the potential of assisting with the City of De Pere's appraisal service needs. Any additional questions or concerns, please do not hesitate to reach out.

Respectfully submitted,

COMMERCIAL PROPERTY CONSULTANTS, INC.

Steve Stiloski, MAI, CCIM - President
Wisconsin Certified General Appraiser - #49-10

Bradley J. Petzold, MAI
Wisconsin Certified General Appraiser - #1823-10

ADDENDA – APPRAISER QUALIFICATIONS & LICENSES

Appraisal Qualifications for Steven G. Stiloski, MAI, CCIM

Professional Credentials

- ❑ Appraisal Institute - MAI Designated Member & Approved Instructor
- ❑ Appraisal Foundation - Appraisal Qualifications Board Certified USPAP Instructor
- ❑ CCIM Institute - CCIM Designated Member
- ❑ Wisconsin Certified General Appraiser - #49-010
- ❑ Wisconsin Licensed Real Estate Broker - 44075-090
- ❑ Wisconsin Licensed Assessor II - JQK803297D
- ❑ Co-authored & Co-Presenter of the seminar: Commercial Real Estate Appraisal: Common Errors & Issues (developed with William Sirny, MAI for, and presented to, the Federal Deposit Insurance Corporation - FDIC; Wisconsin Department of Financial Institutions - WDFI)
- ❑ Co-authored & Co-Presenter of the seminar: Current Issues in Commercial Real Estate Appraisal (developed with William Sirny, MAI for, and presented to, Wisconsin Department of Financial Institutions - WDFI; Wisconsin Association of Assessing Officers)
- ❑ Guest Lecturer at the University of Wisconsin - Milwaukee

Professional Affiliations

- ❑ National Board Member - Appraisal Institute
- ❑ Regional Representative - Wisconsin Chapter of the Appraisal Institute
- ❑ Board Member - Wisconsin Chapter of the Appraisal Institute
- ❑ Demonstration Report Grader - Appraisal Institute
- ❑ Education Committee Chairman - Wisconsin Chapter of the Appraisal Institute
- ❑ President, Vice President, Secretary & Treasurer - Wisconsin Chapter of the Appraisal Institute
- ❑ President, Vice President, Secretary & Treasurer - UW-Madison Alumni Association of Washington County
- ❑ President, Vice President, Secretary & Treasurer - Parks Ski Club
- ❑ Member - Board of Directors for Habitat for Humanity of Washington County
- ❑ Member - Board of Directors for the Sharp/Zillig Foundation

Education

- ❑ Master of Science - Real Estate Appraisal & Investment Analysis - UW-Madison, 1989
- ❑ Bachelor of Science - Agricultural Economics - UW-Madison, 1987

Professional Experience

- ❑ President, Commercial Property Consultants/River Bend Appraisal - 25+ years
- ❑ Commercial Real Estate Appraiser, Moreland & Associates - 2 years
- ❑ Management Associate, Dittmar Realty - 3 years
- ❑ Review Appraiser, M&I Bank-Hilldale - 2 years

Recent Continuing Education

- ❑ 7-Hour USPAP Update, 2023
- ❑ Appraisal of Industrial and Flex Buildings, 2023
- ❑ Appraisal of Self-Storage Facilities, 2023
- ❑ Appraisal of Fast Food Facilities, 2023
- ❑ 7-Hour USPAP Update, 2022
- ❑ Introduction to Green Buildings: Principles & Concepts
- ❑ 7-Hour USPAP Update, 2020
- ❑ Fundamentals of Apartment Appraising, 2020
- ❑ Appraising Automobile Dealerships, 2019

ADDENDA – APPRAISER QUALIFICATIONS & LICENSES

Appraisal Qualifications for Steven G. Stiloski, MAI, CCIM

Recent Continuing Education

- ❑ Appraisal of Medical Office Buildings, 2019
- ❑ Small Hotel/Motel Valuation, 2019
- ❑ 7-Hour USPAP Update, 2018
- ❑ Business Practices & Ethics, 2018
- ❑ Uniform Appraisal Standards for Federal Land Acquisitions, 2017
- ❑ 7-Hour USPAP Update, 2017
- ❑ Litigation Appraising: Specialized Topics and Applications, 2013
- ❑ Complex Litigation Appraisal Case Studies, 2013

Relevant Course Work - University of Wisconsin

- ❑ Business 857 - Real Estate Feasibility Analysis
- ❑ Business 856 - Advanced Appraisal Theory & Practice
- ❑ Business 852 - Land Use Controls on Business
- ❑ Business 850 - Real Estate Equity Investment
- ❑ Business 795 - Reading & Research in Urban Land Economics
- ❑ Business 757 - Real Estate Market Analysis II
- ❑ Business 652 - Contemporary Real Estate Analysis
- ❑ Business 557 - Urban Land Economics Structure & Dynamics
- ❑ Business 556 - Valuation of Real Estate
- ❑ Business 555 - Commercial Property Development & Management
- ❑ Business 551 - Income Property Finance & Group Management
- ❑ Business 550 - The Real Estate Process

Appraisal Institute - Education Requirements for the MAI Designation

- ❑ Class 110 - Appraisal Principles
- ❑ Class 120 - Appraisal Procedures
- ❑ Class 310 - Basic Income Capitalization
- ❑ Class 320 - General Applications
- ❑ Class 410 - Standards of Professional Practice, Part A
- ❑ Class 420 - Standards of Professional Practice, Part B
- ❑ Class 510 - Advanced Income Capitalization
- ❑ Class 520 - Highest and Best Use & Market Analysis
- ❑ Class 530 - Advanced Sales Comparison & Cost Approaches
- ❑ Class 540 - Report Writing & Valuation Analysis
- ❑ Class 550 - Advanced Applications

Appraisal Institute - Summary Requirements for MAI Designation

- ❑ Review of 4,500 hours of my work product by MAI designated members of the Appraisal Institute
- ❑ Completion of foregoing course work, a demonstration appraisal report & comprehensive exam

CCIM Institute - Summary Requirements for CCIM Designation

- ❑ CI 101 - Financial Analysis for Commercial Investment Real Estate
- ❑ CI 102 - Market Analysis for Commercial Investment Real Estate
- ❑ CI 103 - User Decision Analysis for Commercial Investment Real Estate
- ❑ CI 104 - Investment Analysis for Commercial Investment Real Estate
- ❑ Successful completion of a comprehensive exam

ADDENDA – APPRAISER QUALIFICATIONS & LICENSES

NO. 49 - 10

EXPIRES: 12/14/2025

The State of Wisconsin

Department of Safety and Professional Services

REAL ESTATE APPRAISERS BOARD

Hereby certifies that

Steven G Stiloski

was granted a license to practice as a

APPRAISER, CERTIFIED GENERAL

(551)

in the State of Wisconsin in accordance with Wisconsin Law
on the 30th day of September in the year 1991.
The authority granted herein must be renewed each biennium by the granting authority.
In witness thereof, the State of Wisconsin
Real Estate Appraisers Board
has caused this certificate to be issued under
the seal of the Department of Safety and Professional Services

DSPS Secretary

This certificate was printed on the 14th day of November in the year 2023

ADDENDA – APPRAISER QUALIFICATIONS & LICENSES

Qualifications of the Appraiser – Bradley J. Petzold, MAI

Professional Credentials

- ❒ Wisconsin Certified General Appraiser - #1823-10
- ❒ Appraisal Institute - MAI Designated Member

Education

- ❒ Bachelor of Science - Finance – Minnesota State University-Mankato, 2003

Professional Experience

- ❒ Commercial Real Estate Appraiser, Commercial Property Consultants, Jackson, WI - 2013 to present
- ❒ Commercial Real Estate Appraiser, Petzold Commercial Appraisals - 2018 to present
- ❒ Commercial Real Estate Appraiser, Boozer & Company, Franklin, TN - 2008 to 2013
- ❒ Commercial Real Estate Appraiser, Steele & Associates, Scottsdale, AZ - 2007 to 2008
- ❒ Commercial Real Estate Appraiser, Robinson Appraisal & Associates, Mankato, MN - 2003 to 2007

Appraisal Institute - Education Requirements for the MAI Designation

- ❒ Class 110 - Appraisal Principles
- ❒ Class 120 - Appraisal Procedures
- ❒ Class 310 - Basic Income Capitalization
- ❒ Class 320 - General Applications
- ❒ Class 410 - Standards of Professional Practice, Part A
- ❒ Class 420 - Standards of Professional Practice, Part B
- ❒ Class 510 - Advanced Income Capitalization
- ❒ Class 520 - Highest and Best Use & Market Analysis
- ❒ Class 530 - Advanced Sales Comparison & Cost Approaches
- ❒ Class 540 - Report Writing & Valuation Analysis
- ❒ Class 550 - Advanced Applications

Appraisal Institute - Summary Requirements for MAI Designation

- ❒ Review of 4,500 hours of my work product by MAI designated members of the Appraisal Institute
- ❒ Completion of foregoing course work, a demonstration appraisal report & comprehensive exam

Recent Continuing Education

- ❒ Eminent Domain & Condemnation, 2023
- ❒ 7-Hour USPAP Update, 2023
- ❒ Fundamentals of the Uniform Appraisal Standards for Federal Land Acquisitions, 2023
- ❒ The Discounted Cash Flow Model: Concepts, Issues and Applications, 2023
- ❒ Condemnation Appraisal Symposium, 2023
- ❒ Business Practices and Ethics, 2021
- ❒ 7-Hour USPAP Update, 2021
- ❒ Excel Applications for Valuation, 2021
- ❒ Appraising Automobile Dealerships, 2020
- ❒ Appraisal of Medical Office Buildings, 2019
- ❒ Supervisory Appraiser/Trainee Appraiser Course, 2019
- ❒ Business Practices and Ethics, 2018
- ❒ Appraising Convenience Stores, 2017
- ❒ Rates and Ratios: Making Sense of GIMs, OARs, and DCF, 2017
- ❒ Forecasting Revenue, 2017
- ❒ Small Hotel/Motel Valuation, 2015
- ❒ Data Verification Methods, 2015
- ❒ Hotel Valuation Seminar, 2014

ADDENDA – APPRAISER QUALIFICATIONS & LICENSES

NO. 1823 - 10

EXPIRES: 12/14/2025

The State of Wisconsin

Department of Safety and Professional Services

REAL ESTATE APPRAISERS BOARD

Hereby certifies that

Brad J Petzold

was granted a license to practice as a

APPRAISER, CERTIFIED GENERAL

(551)

in the State of Wisconsin in accordance with Wisconsin Law
on the 30th day of January in the year 2012.
The authority granted herein must be renewed each biennium by the granting authority.
In witness thereof, the State of Wisconsin
Real Estate Appraisers Board
has caused this certificate to be issued under
the seal of the Department of Safety and Professional Services

DSPS Secretary

This certificate was printed on the 3rd day of November in the year 2023

Kari A. Olbrecht, MAI

Executive Managing Director – Market Lead of the Midwest Region

Valuation & Advisory
Practice Group Member
Cushman & Wakefield of Illinois, Inc.

Professional Expertise

Ms. Olbrecht joined Cushman & Wakefield of Illinois, Inc. in October 2001 as a Real Estate Investment Analyst for the Chicago Office Capital Markets Team. She then transitioned into the appraisal group in 2006. Prior to joining Cushman & Wakefield, Ms. Olbrecht was employed by Arthur Andersen as a commercial real estate appraiser.

Ms. Olbrecht's responsibilities include the valuation and due diligence exercises regarding income producing and other corporate related real estate throughout the Midwestern United States. Institutional-grade and corporate real estate researched and appraised include CBD and suburban office properties, warehouse/distribution facilities, cold storage facilities, vacant land, student housing, shopping centers and multifamily apartment complexes.

Memberships, Licenses, Professional Affiliations and Education

- Designated Member, Appraisal Institute. As of the current date, Kari A. Olbrecht, MAI has completed the requirements of the continuing education program of the Appraisal Institute.
- Certified General Real Estate Appraiser in the following states:
  - Illinois – 553.002096
  - Indiana – CG41800013
  - Iowa – CG03295
  - Michigan - 1205076989
  - Minnesota – 40573494
  - Wisconsin – 2377-10
- Bachelor of Science – Finance, DePaul University

ILLINOIS

ILLINOIS LICENSE

State of Illinois

Department of Financial and Professional Regulation

Division of Real Estate

LICENSE NO.
553.002096

The person, firm, or corporation whose name appears on this certificate has complied with the provisions of the Illinois Statutes and/or rules and regulations and is hereby authorized to engage in the activity as indicated below:

EXPIRES:
09/30/2025

CERTIFIED GENERAL REAL ESTATE APPRAISER

KARI A OLBRECHT
16241 W PENNYROYAL LN
LOCKPORT, IL 60441

MARIO TRETO, JR.
SECRETARY

LAURIE MURPHY
DIRECTOR

The official status of this license can be verified at IDFPR.illinois.gov

18296183

INDIANA

INDIANA LICENSE

Indiana Professional Licensing Agency
Real Estate Appraiser Licensure Board
402 W. Washington Street, W072
Indianapolis, IN 46204

Certified General Appraiser

License Number	Expire Date
CG41800013	06/30/2024

Kari A. Olbrecht

Eric J. Holcomb
Governor
State of Indiana

Deborah J. Frye
Executive Director
Indiana Professional Licensing Agency

Indiana Professional Licensing Agency
402 W. Washington Street, W072
Indianapolis, IN 46204

Certified General Appraiser

License Number	Expire Date
CG41800013	06/30/2024

Kari A. Olbrecht

Signature _____

IOWA

IOWA LICENSE

STATE OF IOWA
IOWA DEPARTMENT OF COMMERCE
PROFESSIONAL LICENSING AND REGULATION

This is to certify that the below named has been granted a certification as: Certified General Appraiser.

Certification Number: CG03295 Expires: June 30, 2024

Status: Active

Ms. Kari A Olbrecht
Cushman & Wakefield
9500 West Bryn Mawr Avenue
Rosemont, Illinois 60018

MICHIGAN

MICHIGAN LICENSE

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
P.O. BOX 30670
LANSING, MI 48909

STATE OF MICHIGAN - DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

BUREAU OF PROFESSIONAL LICENSING
CERTIFIED GENERAL REAL ESTATE APPRAISER
LICENSE

KARI ANN OLBRECHT

LICENSE NO.	EXPIRATION DATE	
1205076989	07/31/2024	22209090739

KARI ANN OLBRECHT
9500 W. BRYN MAWR AVENUE
ROSEMONT, IL 60018

COMPLAINT INFORMATION:
THE ISSUANCE OF THIS LICENSE SHOULD NOT BE CONSTRUED AS A WAIVER, DISMISSAL OR ACQUIESCENCE TO ANY COMPLAINTS OR VIOLATIONS PENDING AGAINST THE LICENSEE, ITS AGENTS OR EMPLOYEES.

FUTURE CONTACTS:
YOU SHOULD DIRECT INQUIRIES REGARDING THIS LICENSE OR ADDRESS CHANGES TO THE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BY EMAILING BPLHELP@MICHIGAN.GOV OR CALL (517) 241-0199

GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF PROFESSIONAL LICENSING
CERTIFIED GENERAL REAL ESTATE APPRAISER LICENSE

KARI ANN OLBRECHT

LICENSE NO.	EXPIRATION DATE		
1205076989	07/31/2024	22209090739	THIS DOCUMENT IS DULY ISSUED UNDER THE LAWS OF THE STATE OF MICHIGAN

MINNESOTA

MINNESOTA LICENSE

Business Location Address 9500 W Bryn Mawr Drive
Rosemont, Illinois 60018
Mailing Address Lockport, Illinois 60441
Business Phone Number 847-518-3224

Licenses

Non-Resident Appraiser				
License Number	**Original Issue Date**	**Status**	**Effective Date**	**Expiration Date**
40573494	04-26-2018	Active	04-26-2018	08-31-2025

Qualifications					
Qualification Type	**License Residency**	**Original Issue Date**	**Status**	**Effective Date**	**Expiration Date**
Certified General	No	04-26-2018	Active	04-26-2018	04-26-2018

Employers

WISCONSIN

WISCONSIN LICENSE

NO. 2377 - 10

EXPIRES: 12/14/2025

The State of Wisconsin

Department of Safety and Professional Services

REAL ESTATE APPRAISERS BOARD

Hereby certifies that

Kari A Olbrecht

was granted a license to practice as a

APPRAISER, CERTIFIED GENERAL

(551)

in the State of Wisconsin in accordance with Wisconsin Law
on the 3rd day of June in the year 2022.
The authority granted herein must be renewed each biennium by the granting authority.
In witness thereof, the State of Wisconsin
Real Estate Appraisers Board
has caused this certificate to be issued under
the seal of the Department of Safety and Professional Services

DSPS Secretary

State of Wisconsin

DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES

COMMITTED TO EQUAL OPPORTUNITY IN EMPLOYMENT AND LICENSING

APPRAISER, CERTIFIED GENERAL

NO. 2377 - 10 Expires: 12/14/2025

KARI A OLBRECHT
16241 W PENNYROYAL LN,
LOCKPORT, ILLINOIS 60441
UNITED STATES

The person whose name appears on this document has complied with the provisions of the Wisconsin Statutes and holds the credential specified on the front of this card. To verify the current status of this credential, use "Lookup a License" at dsps.wi.gov.

The named person has complied with Wisconsin Statutes and holds the credential specified.
Signature: Kari A Olbrecht

Ch 440.11, Wis Statutes, requires you to notify the Department of a name or address change within 30 days. Please submit corrected information via the web at dsps.wi.gov or by mail to DSPS at PO Box 8935, Madison WI 53708-8935.

PO Box 1232 Appleton, WI 54912 | p 920 729 0229 | www.foxcitiesappraisal.com

Approval Submission:

Appraisers
Appraisers Name: Matthew P. Hietpas
Licensing/Certification: State of Wisconsin Certified General 2179-10
Email Address: matt@foxcitiesappraisal.com

Name: Katie J. Klein
Licensing/Certification: State of Wisconsin Certified General 2164-10
Email Address: Katie@ foxcitiesappraisal.com

Tax ID #: 46-1261578
General Company Email: info@ foxcitiesappraisal.com
Business Name: Fox Cities Appraisal Company, LLC
Business Address: 3405 Commerce Court, Suite E, Appleton WI 54911
Business Phone: 920-729-0229

E&O Information
E&O Carrier Name: HISCOX PRO
Policy Number: MPL2116883
Expiration date: 12/9/2024

Areas of Service
Commercial properties including: Office, retail, industrial, manufacturing, warehouse, subdivision, agricultural, multi-family. Will take on additional type properties if needed.

Counties- Outagamie, Brown, Winnebago, Fond Du Lac, Waupaca. Will go outside of the above mentioned counties to help assist our clients

Additional Information

When submitting bids please email info@foxcitiesappraisal.com for the best service and feel free to contact us with this email anytime with questions or comments on appraisal reports.

Please see attached: E&O Insurance information, W9, License, Education Transcripts and resumes, plus references. Please let us know if you need any additional information.

Fox Cities Appraisal

Katie Klein

CERTIFICATE OF LIABILITY INSURANCE

DATE (M
11/21/2023

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

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

PRODUCER Spectrum Insurance Group 303 Packerland Dr., Ste C Green Bay WI 54307	**CONTACT NAME:** Gina Keller **PHONE (A/C, No, Ext):** 920-593-2801 **FAX (A/C, No):** 920-884-2851 **E-MAIL ADDRESS:** gina.keller@spectruminsgroup.com
	INSURER(S) AFFORDING COVERAGE / **NAIC #**
	INSURER A : Hiscox Insurance Company Inc
INSURED FOXCITI-01 Fox Cities Appraisal Co, LLC 3405 Commerce Court Appleton WI 54911	**INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 359567780 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR						EACH OCCURRENCE	$
	☐ **EXCESS LIAB** ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Real Estate Appraisers Professional Liability Claims Made-Retro Date 12/9/2015			MPL2116883	12/9/2023	12/9/2024	Each Claim Aggregate Retention	$1,000,000 $1,000,000 $2,500

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

CERTIFICATE HOLDER

---- Insured Copy ----

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

NO. 2179 - 10

EXPIRES: 12/14/2025

The State of Wisconsin
Department of Safety and Professional Services
REAL ESTATE APPRAISERS BOARD

Hereby certifies that

Matthew P Hietpas

was granted a license to practice as a

APPRAISER, CERTIFIED GENERAL

(551)
in the State of Wisconsin in accordance with Wisconsin Law
on the 29th day of January in the year 2016.
The authority granted herein must be renewed each biennium by the granting authority.
In witness thereof, the State of Wisconsin
Real Estate Appraisers Board
has caused this certificate to be issued under
the seal of the Department of Safety and Professional Services

STATE OF WISCONSIN · FORWARD · DEPT. OF SAFETY AND PROFESSIONAL SERVICES

DSPS Secretary

This certificate was printed on the 30th day of October in the year 2023

FOX CITIES APPRAISAL CO.

PO Box 1232 Appleton, WI 54912 | p 920 729 0229 | www.foxcitiesappraisal.com

QUALIFICATIONS FOR
Matthew P. Hietpas

EDUCATION: University of Wisconsin Oshkosh
Bachelors of Science in Business Administration-Marking with a Real Estate Emphasis

Completed all necessary educational and experience requirements to obtain and maintain a professional status. As of the date of this report, has completed all education requirements of the Appraisal Institute.

CERTIFICATION: Certified General Appraiser No. 2179-10

EMPLOYMENT: Owner of Fox Cities Appraisal Company, LLC 12/2012- Present
JRoss & Associates 10/2018-Present

CLIENTS: Abby Bank, Allstate Appraisal, American National Bank, Associated Bank, Bank First National, BLC Community Bank, Capital Credit Union, Choice Bank, Community First Credit Union, Fox Communities Credit Union, Fox Valley Savings Bank, Hometown Bank, Horicon Bank, Investors Community Bank, National Bank Exchange and Trust, Nicolet National Bank, Mountain Seed Appraisal Management, Exact Bid, State Bank of Chilton, The Bank of Kaukauna, West Pointe Bank, Wolf River Community Bank, State of Wisconsin D.O.T., attorneys, accountants, and individuals.

EXPERIENCE: Appraisal experience includes multi-family apartments, office, retail, industrial, subdivisions, and agricultural land.

PROFESSIONAL AFFILIATIONS: Practicing Affiliate of The Appraisal Institute, REALTORS® Appraisal Committee 2019-2023

NO. 2164 - 10

EXPIRES: 12/14/2025

The State of Wisconsin
Department of Safety and Professional Services
REAL ESTATE APPRAISERS BOARD

Hereby certifies that

Katie Jean Klein

was granted a license to practice as a

APPRAISER, CERTIFIED GENERAL

(551)
in the State of Wisconsin in accordance with Wisconsin Law
on the 10th day of November in the year 2015.
The authority granted herein must be renewed each biennium by the granting authority.
In witness thereof, the State of Wisconsin
Real Estate Appraisers Board
has caused this certificate to be issued under
the seal of the Department of Safety and Professional Services

DSPS Secretary

State of Wisconsin

DEPARTMENT OF SAFETY AND PROFESSIONAL SERVICES

COMMITTED TO EQUAL OPPORTUNITY IN EMPLOYMENT AND LICENSING

APPRAISER, CERTIFIED GENERAL

NO. 2164 - 10 Expires: 12/14/2025

KATIE JEAN KLEIN
N2183 BITTERNUT COURT,
KAUKAUNA, WISCONSIN 54130
UNITED STATES

The person whose name appears on this document has complied with the provisions of the Wisconsin Statutes and holds the credential specified on the front of this card. To verify the current status of this credential, use "Lookup a License" at dsps.wi.gov.

The named person has complied with Wisconsin Statutes and holds the credential specified.
Signature: Katie Jean Klein

Ch 440.11, Wis Statutes, requires you to notify the Department of a name or address change within 30 days. Please submit corrected information via the web at dsps.wi.gov or by mail to DSPS at PO ` Box 8935, Madison WI 53708-8935.

FOX CITIES APPRAISAL CO.
PO Box 1232 Appleton, WI 54912 | p 920 729 0229 | www.foxcitiesappraisal.com

QUALIFICATIONS FOR
Katie J. Klein

EDUCATION: Marquette University- Milwaukee, WI
Bachelors of Science in Business Administration

Completed all necessary educational and experience requirements to obtain and maintain a professional status. As of the date of this report, has completed all education requirements of the Appraisal Institute.

CERTIFICATION: Certified General Appraiser No. 2164-10
Wisconsin Real Estate Salesperson

EMPLOYMENT: Owner of Fox Cities Appraisal Company, LLC, 12/2012 to Present
Pfefferle Management- Property Manager 9/2009 to 3/2014

CLIENTS: Abby Bank, Allstate Appraisal, American National Bank, Associated Bank, Bank First National, BLC Community Bank, Capital Credit Union, Choice Bank, Community First Credit Union, Fox Communities Credit Union, Fox Valley Savings Bank, Hometown Bank, Horicon Bank, Investors Community Bank, National Bank Exchange and Trust, Nicolet National Bank, Mountain Seed Appraisal Management, Exact Bid, State Bank of Chilton, The Bank of Kaukauna, West Pointe Bank, Wolf River Community Bank, State of Wisconsin D.O.T., attorneys, accountants, and individuals.

EXPERIENCE: Appraisal experience includes multi-family apartments, office, retail, industrial, subdivisions, and agricultural land.

PROFESSIONAL AFFILIATIONS: Practicing Affiliate of The Appraisal Institute
Member of the Realtors Association of Northeast Wisconsin

REFERENCES

Adam Lange
BLC Community Bank
adaml@blccb.com
920-788-4141

Bill Bradley
Bank First National
bbradley@bankfirstnational.com
920-237-5126

Charlie Dercks
JRoss & Associates
cdercks@jrossassoc.com
920-419-5950

Sandra Vang
Community First Credit Union
Sandra.vang@communityfirstcu.org
920-830-7200 ext 4286

Form **W-9**
(Rev. November 2017)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Fox Cities Appraisal Co

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 1232

Requester's name and address (optional)

6 City, state, and ZIP code

Appleton, WI 54912

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	6	–	1	2	6	1	5	7	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/1/18

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**March 12, 2024**
DEPARTMENT:	**Finance Department**
FROM:	**Pamela Manley**
SUBJECT:	**Consideration and Possible Action on 2023 budget items carried forward to 2024.***

ATTACHMENTS:

- 2023 Carryover to 2024-Encumbrances (PDF)
- 2023 Carryover to 2024 Detail (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: March 12, 2024

RE: **2023 Funds Carried Forward to 2024**

Annually departments review their budgets and request an encumbrance to carryover funds from one budget year to the next. These funds are for projects that were budgeted for but for one reason or another were unable to be completed within the budgeted year. In addition, there are several donation accounts that the city tracks that are included on this list to be available to be spent for their designated purpose in 2024.

Attached is a listing of the department requests to encumber these funds to be used in 2024. The general fund total request of $1,166,183.27 and the capital projects (excluding Utility portions) of $2,155,106.44. The 2023 audit will begin in April, so no final fund balances are available at this time. I recommend that the non-lapsing items be approved for carryover to 2024. Please feel free to contact me prior to the meeting with any questions.

City of De Pere
Non-Lapsing Fund Detail
December 31, 2023

DEPARTMENT	ITEM	AMOUNT	COMMENTS	Acct. #
Administrator	Strategic Visioning & Branding	2,911.25	We were waiting on the Historical Society and weren't able to get some purchases done before the end of last calendar year.	100-51600-810
Cable	Capital Outlay	20,000.00	Department resctructuring led to a delay in finalizing the purchase of the chamber bench mics and broadcast video server replenishment. These items are due for their normal replenishment. Cable Fund is supplemented by General Fund	209-50000-810
Attorney	Consulting	58,500.00	Previously budgeted consultant/outside counsel fees for real estate and land issues along with Police and Fire labor matters; anticipating costly arbitration and litigation expenses for outside counsel regarding collective bargaining and highly specialized real estate matters for the remainder of 2024.	100-51300-215
Information Management	Contractual Services	9,240.00	Other higher priority projects consumed staff resources. Implement document management system from 2023 budget - Funds should be carried over to 2024 (28% General Fund-$9,240, $33,000 total)	100-51450-290
Information Management	Contractual Services	1,400.00	Other higher priority projects consumed staff resources. Annual IT penetration testing from 2023 budget - Funds should be carried over to 2024 (28% General Fund-$1,400, $5,000 total)	100-51450-290
Police Department	K9 Donations	57,443.34	This amount represents unspent donations for K9 Care & Supplies	100-52100-190
Police Department	Training Funds	13,006.42	This amounts represents unspent state grants specific for training.	100-43507
Police Department	Miscellaneous Donations	4,575.03	Rollover Account	100-43505
Police Department	Emergency Voucher Program	5,448.99	Donation Balance	100-52100-362
Fire Department	Consulting	18,000.00	Department staffing study, vendor is Emergency Support & Planning (2022 carryover funds)	100-52200-215
Fire Department	Donation Account	4,254.25	Fire Department various donations	100-48520
Fire Department	Stanley Donation Account	9,373.28	Department therapy dog's donation account. Used for vet bills, training, food, various other items for dog	100-48520-360
Development Services	Consulting	37,625.00	Dev Services is under contract to complete the Housing Study by April/May 2024. The original $40,000 was a carry over from 2022.	100-56700-215
Development Services	Consulting	35,000.00	Parking Study from Unassigned reserves for Consulting Services. First invoice was for $750 in 2024.	100-56700-215
Development Services	Consulting	12,600.00	Idle Sites Grant App (2022 Carryover)	100-56700-215
Development Services	Excess Stadium Tax Proceeds	97,820.94	Unspent projects (Public Art Initiative, Streetscape Project)	Various Accts
Parks and Recreation	Replace Prairie Grass E of Walkway Riverwalk	8,960.00	Rolling this amount over for Master Gardeners since 2018. Requesting funds to be reallocated to purchase self watering pots for some of the downtown flowers.	100-55210-810
Parks and Recreation	Video Security System	10,000.00	Waiting for city system to be installed - 2020 Budget	100-55210-810
Parks and Recreation	Jerry Hasenberg Tree Memorial	1,973.00	Trees not planted in 2023	100-48309
Parks and Recreation	Holiday Light Show	6,575.00	Light show profits to be used for decorations in 2024	100-48515-340
Parks and Recreation	Beer Garden	21,445.00	Profits from 2023 - Roll to 2024	100-46747-030
Parks and Recreation	Kelly Danen Playground Donation	20,468.24	Use for fence and benches in 2024	100-48515
Parks and Recreation	Nelson Family Pavilion Donations	609,285.00	Breakdown of funding and expenses below	100-48309
Parks and Recreation	Ice Arena Fund	21,934.24	Balance at end of 2023	100-47433
Parks and Recreation	Beer Garden	42,000.00	Beer Garden Revenue 2019-2022 for Nelson Pavillion	100-46747-030
Parks and Recreation	Recreation Scholarships	36,344.29	Carry-over of donated funds for Financial Assistance Program (Recreation Scholarship)	100-46727
TOTAL		**1,166,183.27**		

City of De Pere
Non-Lapsing Fund Detail
December 31, 2023

DEPARTMENT	ITEM	AMOUNT	COMMENTS	Acct. #
Fire Department	Station Alerting Software	22,545.00	Purchase software to automate the process of alerting fire & rescue personnel, enhance communication and decrease response times	415-50000-807
Fire Department	Ambulance	175,000.00	Replace 2017 ambulance	415-52200-803
Fire Department	Pumper	848.768.72	Purchase 1995 pumper	415-52200-805
Information Management	Capital Outlay	39,000.00	Phase 3 CCTV project from 2022 budget - Funds were carried over into 2023 but weren't spent. IT was short staffed for part of 2022/2023.	415-50000-808
Information Management	Capital Outlay	10,000.00	Replace Police Department security cameras from 2023 budget - Funds should be carried over to 2024. Other higher priority projects consumed staff resources	415-50000-808
Parks and Recreation	Riverwalk bollard replacement	40,000.00	Was not completed (10yr Note-2021)	415-50000-814
Parks and Recreation	Perkofski boat launch section extension	3,500.00	$3,500 grant and city funding (10yr Note-2021)	415-50000-814
Parks and Recreation	Waterview Heights grading and seeding	35,000.00	Subdivision was not ready for the grading and seeding yet (10yr Note-2023)	415-55210-801
Parks and Recreation	Perkofski boat dock refurbishments	6,000.00	$12,000 grant and note - Roll to 2024 did not apply wanted to finish outstanding grants ($6,000 Short-term note-Dec. 2022)	415-50000-814
Parks and Recreation	Perkofski boat launch ticket machine	7,500.00	$15,000 grant and note - Roll to 2024 did not apply wanted to finsh outstanding grants ($7,500 Short-term note-Dec. 2022)	415-50000-806
Parks and Recreation	Voyageur canoe/kayak launch	4,000.00	$50,000 cost - $20,427 NRDA grant. Additional funding to come from 2024 capital projects/bonding($4,000 Short-term note-Dec. 2022)	415-50000-814
Parks and Recreation	Donated Funds - Community Center	2,108.58	Carry-over of donated funds for Community Center	425-48525-880
Parks and Recreation	Donated Funds - Senior Programs	797.17	Carry-over of donated funds for Senior Programs	425-48525-881
Parks and Recreation	Donated Funds - Rec Programs/Events	1,812.00	Carry-over of donated funds for Rec Programs/ Events	425-48525-882
Parks and Recreation	Community Center Upgrades	8,825.39	Replace chairs in upper level meeting rooms/foyer, countertops/window sills - mechanical repair projects took precedence to these projects.	415-50000-814
Police Department	2023 Vehicle Lease	39,238.53	Vehicles were unable to be leased, purchasing in 2024	415-52100-801
Public Works	Various Funds - Project 23-01 Carry Over	40,000.00	Project not closed with contractor. Overall we estimate that we owe $31,804.36 from various street, park, water, sanitary, and storm accounts.	405-50000-826
Public Works	Street Management	40,000.00	Allocate to Bridge	405
Public Works	Street Management	All remaining funds	2025 Lawrence Drive Reconstruction Partial Engineering. The project goes for several years. Each year I add more funds based on what was previously added.	405
Public Works	Street Management	All remaining funds	Main Avenue and Reid Street Pavement Replacement Partial Engineering. The project goes for several years. Each year I add more funds based on what was previously added.	405
Public Works	Tools for BM Plumber truck	1,750.00	New plumber not hired yet to finalize needed tools. This is funded 50% general fund and 50% pool referendum, 2022 Budget.	415-50000-805
Public Works	Tools for BM Plumber truck	1,750.00	New plumber not hired yet to finalize needed tools. This is funded 50% general fund and 50% pool referendum, 2022 Budget.	450-50000-802
Public Works	LED Light upgrade	28,959.77	Waiting for LED spec to meet grant funding to place order for LED fixtures. Grant funds of 45,528 will be added to this total.	415-53420-801
Public Works	Replace street superintendent Car #65*	10,000.00	Just delivered Feb 6 2024. This project is funded 25% general fund, 25% storm, 25% water, 25% sewer	415-53000-801
Public Works	Project 23-14 City Hall boiler replacement	250,000.00	Too cold to start the replacement of the boilers in the fall of 2024. Project scheduled to start in May 2024.	415-51600-801
Public Works	Project 23-17 MSC Gutter replacement*	27,500.00	Project completed in 2024 and waiting to pay final invoice. This project is funded 55% general fund, 15% storm, 15% water, 15% sewer	415-50000-801
Public Works	Project 23-22 MSC Fuel tank replacement	650,000.00	Project has not been bid out waiting plan commission approvals.	415-53230-802
Public Works	Project 23-21 MSC Flooring*	33,000.00	Waiting on final inspection to process final bill. This project is funded 55% general fund, 15% storm, 15% water, 15% sewer	415-53230-801
Public Works	Project 23-24 City Hall Green roof fall restrain	100,000.00	Project was bid out in November and waiting for materials to start construction.	415-51600-802
Public Works	Snow & Ice truck #86	178,070.00	Ordered in 2023. We have not received	415-53310-801
Public Works	Snow & Ice Loader #103	275,000.00	Received in 2024.	415-53310-802
Public Works	Purchase Property for New Compost Site	100,000.00	Potential new sites had not been identified.	415-53460-801
Public Works	Streetscape Art Improvements - Alley between Nicolet Square and Main Avenue	10,000.00	Work has not been completed.	415-50000-805
Public Works	MSC - Install Four EV Charging Stations for Electric Fleet Vehicles*	13,750.00	Works has not been completed. This project is funded 55% general fund, 15% storm, 15% water, 15% sewer	415-50000-805
TOTAL		**2,155,106.44**		

* Amount listed does not include Utility portions

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**March 12, 2024**
DEPARTMENT:	**Finance Department**
FROM:	**Pamela Manley**
SUBJECT:	**Consideration and Possible Action on the City of De Pere Investments and Cash Detail Report for January, 2024.**

ATTACHMENTS:

- 2024.1 Cash and Investments Memo 3.12.24 (PDF)
- Cash & Investments Summary Jan. 2024 (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: March 12, 2024

RE: **Cash and Investments Report for January 31st, 2024**

I have attached a summary of the City's Cash and Investments for your information and review as of January 31st, 2024. I have also attached last year's monthly summary of the accounts, so you can see comparable activity throughout the course of the year for all accounts. The City's investment return for January was $138,027.31. In January the City collected another $15.6 million related to 2023 tax bills and paid out $12.8 million to the other taxing jurisdictions as part of the January tax settlement. $10 million was our portion of this settlement and was transferred to the city checking. $374,377.96 was deposited into the LGIP from the State for the 1st quarter transportation and connecting highway aids. The Associated Bank Trust and Charles Schwab Investments continue to grow due to market value and earned interest. Feel free to contact me should you have any questions on this.

DE PERE CASH AND INVESTMENTS SUMMARY

JANUARY 31, 2024

CASH ACCOUNTS

CHECKING ACCOUNTS		BALANCE
CITY CHECKING	$	8,658,164.85
REAL ESTATE & PPT CHECKING	$	15,641,771.63
HEALTH CHECKING	$	1,418,730.29
DENTAL CHECKING	$	86,128.58
TOTAL CASH	**$**	**25,804,795.35**

INVESTMENTS

		BALANCE		INTERST AND APPRECIATION	RATE OF RETURN
LGIP	$	17,866,153.79	$	81,153.85	5.39%
ASSOCIATED BANK TRUST	$	5,132,918.84	$	18,545.89	4.35%
CHARLES SCHWAB INVESTMENTS	$	6,446,202.84	$	33,432.70	6.26%
MONEY MARKET	$	1,078,564.79	$	4,894.87	5.52%
TOTAL INVESTMENTS	**$**	**30,523,840.26**	**$**	**138,027.31**	

TOTAL CASH AND INVESTMENTS	**$**	**56,328,635.61**

NOTE: The City budgeted $1,400,000 for general fund revenues in the 2024 Adopted Budget.

DE PERE CASH AND INVESTMENT YEARLY SUMMARY
January 31, 2024

	31-Jan-2024	28-Feb-2024	31-Mar-2024	30-Apr-2024	31-May-2024	30-Jun-2024
CHECKING ACCOUNTS						
CITY CHECKING	8,658,164.85	-	-	-	-	-
REAL & PPT TAX CHECKING	15,641,771.63	-	-	-	-	-
HEALTH CHECKING	1,418,730.29	-	-	-	-	-
DENTAL CHECKING	86,128.58	-	-	-	-	-
TOTAL CASH	$ 25,804,795.35	$ -	$ -	$ -	$ -	$ -
INVESTMENTS						
LGIP	17,866,153.79	-	-	-	-	-
ASSOCIATED BANK TRUST	5,132,918.84	-	-	-	-	-
CHARLES SCHWAB INVESTMENTS	6,446,202.84	-	-	-	-	-
MONEY MARKET	1,078,564.79	-	-	-	-	-
TOTAL INVESTMENTS	$ 30,523,840.26	$ -	$ -	$ -	$ -	$ -
TOTAL CASH AND INVESTMENTS	$ 56,328,635.61	$ -	$ -	$ -	$ -	$ -

	31-Jul-2024	31-Aug-2024	30-Sep-2024	31-Oct-2024	30-Nov-2024	31-Dec-2024
CHECKING ACCOUNTS						
CITY CHECKING	-	-	-	-	-	-
REAL & PPT TAX CHECKING	-	-	-	-	-	-
HEALTH CHECKING	-	-	-	-	-	-
DENTAL CHECKING	-	-	-	-	-	-
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, 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	1,081,401.41	877,722.05
HEALTH CHECKING	1,755,720.84	1,709,250.66	1,582,427.99	1,540,734.47	1,564,055.37	1,493,879.79
DENTAL CHECKING	98,034.92	99,538.51	98,343.69	99,183.93	90,961.23	93,694.35
SUBTOTAL	$ 3,724,742.68	$ 3,135,533.58	$ 3,369,560.93	$ 3,987,929.68	$ 2,736,418.01	$ 2,465,296.19
TOTAL CASH	$ 3,724,742.68	$ 3,135,533.58	$ 3,369,560.93	$ 3,987,929.68	$ 2,736,418.01	$ 2,465,296.19
INVESTMENTS						
LGIP	13,692,384.53	13,740,090.86	13,803,274.90	13,209,784.55	13,396,221.04	13,459,518.13
ASSOCIATED BANK TRUST	4,906,570.44	4,873,387.33	4,941,856.39	4,951,046.34	4,947,506.81	4,935,764.03
CHARLES SCHWAB INVESTMENTS	6,196,864.06	6,164,016.10	6,208,110.42	6,256,136.34	6,248,519.28	6,241,934.54
MONEY MARKET	20,597,891.13	14,658,535.08	13,712,291.37	13,763,969.74	12,817,434.30	8,862,843.41
TOTAL INVESTMENTS	$ 45,393,710.16	$ 39,436,029.37	$ 38,665,533.08	$ 38,180,936.97	$ 37,409,681.43	$ 33,500,060.11
TOTAL CASH AND INVESTMENTS	$ 49,118,452.84	$ 42,571,562.95	$ 42,035,094.01	$ 42,168,866.65	$ 40,146,099.44	$ 35,965,356.30

	31-Jul-2023	31-Aug-2023	30-Sep-2023	31-Oct-2023	30-Nov-2023	31-Dec-2023
CHECKING ACCOUNTS						
CITY CHECKING	(405,973.19)	573,670.19	2,700,540.09	678,646.23	2,105,885.35	22,217,107.75
HEALTH CHECKING	1,469,062.21	1,550,112.01	1,597,771.65	1,497,590.13	1,454,800.95	1,461,028.52
DENTAL CHECKING	94,218.23	90,414.94	92,341.20	94,649.79	91,085.51	87,103.22
SUBTOTAL	$ 1,157,307.25	$ 2,214,197.14	$ 4,390,652.94	$ 2,270,886.15	$ 3,651,771.81	$ 23,765,239.49
TOTAL CASH	$ 1,157,307.25	$ 2,214,197.14	$ 4,390,652.94	$ 2,270,886.15	$ 3,651,771.81	$ 23,765,239.49
INVESTMENTS						
LGIP	18,467,847.24	9,825,140.33	18,467,847.24	22,265,487.00	18,472,177.10	17,410,621.92
ASSOCIATED BANK TRUST	4,943,910.06	4,963,993.01	4,966,963.40	4,982,495.53	5,038,343.27	5,084,723.76
CHARLES SCHWAB INVESTMENTS	6,266,819.25	6,281,947.66	6,291,271.13	6,322,570.93	6,361,357.81	6,412,770.14
MONEY MARKET	7,698,620.52	5,225,914.04	3,040,513.16	3,054,295.42	2,067,319.72	1,073,669.92
TOTAL INVESTMENTS	$ 37,377,197.07	$ 26,296,995.04	$ 32,766,594.93	$ 36,624,848.88	$ 31,939,197.90	$ 29,981,785.74
TOTAL CASH AND INVESTMENTS	$ 38,534,504.32	$ 28,511,192.18	$ 37,157,247.87	$ 38,895,735.03	$ 35,590,969.71	$ 53,747,025.23