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

Common Council

Regular Meeting

Agenda

Tuesday, March 3, 2020 | **7:30 PM** | **De Pere City Hall Council Chambers**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **March 3, 2020** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

I. Call to Order

1. Roll Call

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the February 19, 2020 Common Council meeting.

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

5. Recommendation from the License Committee on an Application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Juan A. Aviles, On the Rocks 2, 413 Main Ave. Submitted by Juan A. Aviles, Pulaski, WI.

6. Recommendation from the License Committee on an application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for EAT30 Cafe, LLC, (DBA EAT30 Cafe, LLC) 124 N Broadway St. Submitted by EAT30 Cafe, LLC, Agent: Lia Xiong, Green Bay, WI.

7. Recommendation from the License Committee on an application for a premises description change submitted by Nostra Cremona, LLC.

8. Recommendation from the Board of Park Commissioners to Accept a $500 Donation from De Pere Optimist Club for the Easter Egg Hunt.

9. Recommendation from the Board of Park Commissioners to Accept a $500 Donation from De Pere Optimist Club for Summer Day Camp T-Shirts.

10. Recommendation from the Board of Park Commissioners to Accept $1,000 Donation from the De Pere Optimist Club to Sponsor Beer Gardens Entertainment.

11. Recommendation from the Board of Park Commissioners to Accept a $2,500 Donation from an Anonymous Donor to the Recreation Scholarship Fund.

12. Recommendation from the Board of Park Commissioners to Accept a $1,500 Sponsorship from Graef to be a Single Event Sponsor for Beer Gardens.

13. Recommendation from the Board of Park Commissioners to Accept $2,000 Donation from Cleaning Solution Services for Upper Level Flooring at the Community Center.

14. Recommendation from Board of Park Commissioners to Approve Request from Alderperson Nelson to make the Voyageur Restroom Building a Multi Use Building.

15. Recommendation from the Board of Park Commissioners to Approve NEW Water USFS Tree Grant Planting Plan for 200 Trees.
16. Resolution #20-22 Disallowance of Claim (Bonnie J. Michiels).
17. Resolution #20-23 Amending Various Sections and Addenda to the City of De Pere Employee Policy Manual.
18. Resolution #20-24 Approving the Compensation Plan Grade Level Assignment of Park Maintenance Leadperson Position.
19. Resolution #20-25 Authorizing Agreement for Consulting Services Between the City of De Pere and McMahon Associates, Inc. (Design, Bidding and Construction Management - Legion Park Restroom Building).
20. Resolution #20-26 Authorizing Grant of Utility Easement (ED-275; 335 South Broadway Street).
21. Appointments and Re-appointments to Boards and Commissions by Mayor Walsh
22. Operator License Applications.
23. Voucher approval.
24. Future agenda items.
25. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
De Pere Optimist Club
Patrick Skalecki, Graef
Bill Fielder, Cleaning Solution Services
Michael McMahon, McMahon Engineering and Architects
Bonnie Michiels
Andrew Krans, Nostra Cremona LLC
Lia Xiong, EAT30 Café, LLC
Juan Aviles

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **March 3, 2020**

DEPARTMENT: **City Clerk**

FROM: **Carey Danen**

SUBJECT: **Approval of the minutes of the February 19, 2020 Common Council meeting.**

ATTACHMENTS:

- 2-19-20 Common Council Minutes_Draft (PDF)

DE PERE

Common Council

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

Regular Meeting

Draft Minutes

Wednesday, February 19, 2020 **7:30 PM** **De Pere City Hall Council Chambers**

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

Attendee Name	Title	Status	Arrived
Michael J. Walsh	Mayor	Present	
James Boyd	Alderperson	Present	
Dan Carpenter	Alderperson	Present	
Scott Crevier	Alderperson	Present	
Jonathon Hansen	Alderperson	Present	
Ryan Jennings	Alderperson	Present	
Amy Chandik Kundinger	Alderperson	Present	
Casey Nelson	Alderperson	Excused	
Dean Raasch	Alderperson	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the February 4, 2020 Common Council meeting.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

4. Public Hearing on a request to rezone Parcel ED-1128-31 at 1602 Chicago Street from R-1 (Single Family Residence District) to R-4 (General Residence Office District).

A. Notice of Pubic Hearing.

City Clerk Carey Danen announced that the notice of public hearing was published in the Green Bay Press-Gazette on February 3 and February 10, 2020.

B. Recommendation from the Plan Commission.

Mayor Walsh introduced Dan Lindstrom, the City's new Director of Development Services. Dan explained the recommendation of the Plan Commission, noting that they voted to deny based on resident concerns and lack of alignment with the City's comprehensive plan.

C. Ordinance #20-01 Rezoning Certain Property from R-1 Single Family Residence District to R-4 General Residence Office District (Parcel ED-1128-31; 1602 Chicago Street).

Mayor Walsh declared the public hearing open and invited members of the public to speak.
Mac Dental representatives Joel Erfurth (Mach IV Engineering) and Mike Cashman (DeLeers Construction) addressed the Council, explaining some of the history behind Mac Dental's proposal. They stated that City staff has been helpful in pointing out

Attachment: 2-19-20 Common Council Minutes_Draft (9296 : Approval of the minutes of the February 19, 2020 Common Council meeting.)

alternative sites, but they keep bumping into roadblocks such as adequate parking, room for future growth, etc. They feel that as a community grows and changes, a comprehensive plan has to be flexible. With the current zoning, potential buyers are limited, which is hampering the owner's ability to sell at a fair price.
Residents Holly Arnold, Bonnie Johnson, Becky Dorsey, and Luther Swenson spoke against the proposed rezoning.
Property owner Gerald Henrigillis spoke in favor of the rezoning. He pointed out that City staff recommended approval of Mac Dental's original request to rezone the property at 233 S Erie St and asked why this request did not also receive the same recommendation.
No one else wished to speak and Mayor Walsh declared the public hearing closed.
Alderperson Boyd moved, seconded by Alderperson Crevier to approve the Plan Commission's recommendation to deny the proposed rezoning from R-1 to R-4.
City Administrator Larry Delo explained that the original request received a recommendation of approval because it was an existing location and staff felt that it actually enhanced the site and solved some problems such as parking.
Discussion followed regarding whether rezoning would be required if the school district were to purchase the property for an office building or clinic. Development Services Director Dan Lindstrom explained that permitted uses are dependent on several factors, such as whether it involves a standalone parcel vs combined parcels, the location of access points, and the primary use of the building. Discussion and debate followed.
Alderperson Boyd moved, seconded by Alderperson Kundinger to open the meeting. Upon vote, motion carried unanimously.
De Leers representative Mike Cashman explained that other sites within the City that are currently available do not meet their requirements. City Administrator Larry Delo stated that Mac Dental's intent is to stay within a certain radius of where they are now in order to accommodate their patient demographics.
Alderperson Raasch moved, seconded by Alderperson Crevier to close the meeting. Upon vote, motion carried unanimously.

RESULT:	**MOTION TO DENY APPROVED [5-2]**
MOVER:	James Boyd, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Crevier, Hansen, Jennings, Kundinger
NAYS:	Carpenter, Raasch
EXCUSED:	Casey Nelson

5. Public comment upon matters not on the agenda and other announcements.

Alderperson Raasch expressed anger over the acts of vandalism to the artwork in Nicolet Alley. He also thanked nearby businesses The Longbranch and Nickys, which are using their own funds to install security cameras in order to help protect the art installation.
Alderperson Crevier stated that he had the fortunate opportunity to work at the District 3 polling place during Tuesday's election. He thanked all of the poll workers and staff in the Clerk's office for their hard work. He described the efforts that workers go through to maintain the integrity of the election, and to ensure that every ballot is counted and every voter treated with respect.

Attachment: 2-19-20 Common Council Minutes_Draft (9296 : Approval of the minutes of the February 19, 2020 Common Council meeting.)

6. Recommendation from Finance & Personnel Committee to Accept Three K-9 Tactical EMS Field Kits from the Bark & Blue Foundation to the Fire Department (valued at approximately $900).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

7. Recommendation from Plan Commission to approve a Proposed Extraterritorial 3 Lot Certified Survey Map at 2048 Lasee Road in the Town of Rockland (Parcel R-329).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

8. Recommendation from Plan Commission to approve a proposed 34 lot preliminary plat of Honeysuckle Acres Fourth Addition at 1500 BLK Red Maple Rd (Parcels WD-L183-4 & WD-L183-4-1).

Alderperson Jennings asked if the plat allows enough roadway for potential expansion/traffic needs because it is along the preferred southern bridge route. Development Services Director Dan Lindstrom confirmed this was taken into consideration. Alderperson Crevier asked if any neighboring residents have expressed opposition to this plan; staff is not aware of any.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

9. Recommendation from the Board of Public Works regarding the future pavement maintenance of Main Avenue & Reid Street

Alderperson Hansen stated that he is very disappointed with state elected officials and the DOT over their position that the City should use connecting highway aid for this project. No other municipalities have been expected to do this in the past. He noted that the latest DOT estimate for replacement is 2030, and there is no way the road will last that long. Alderperson Raasch observed that the City is being penalized for doing the right thing for our community - if staff had not done such an excellent job of maintaining the road over the years, it would have been replaced last year. Alderperson Hansen encouraged viewers to contact state legislators and the governor's office to put pressure on the DOT.

Attachment: 2-19-20 Common Council Minutes_Draft (9296 : Approval of the minutes of the February 19, 2020 Common Council meeting.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

10. Recommendation from the Board of Public Works to deny a request regarding Tree Preservation at 307 Grandeur Oaks Ct.

Alderperson Raasch moved, seconded by Alderperson Carpenter to approve the Board of Public Works' denial of the request. Alderperson Hansen stated that he understands the reasons for denial, because the majority of the runoff is coming from private farmland, but he is in favor of this request because the conservancy is a big part of this neighborhood. He noted that Old Plank Rd is also an official State Rustic Road. Public Works Director Scott Thoresen stated that the conservancy is privately owned, and the City has only ever stepped in to do repairs when it involves City storm water drainage that has caused damage. When that happened in this area three years ago, staff did consider including the conservancy in the repair project but did not pursue it because 100% of the homeowners were not in favor. City Administrator Larry Delo confirmed that property owners could ask for guidance or suggestion from City staff, but they would not be able to do any engineering or design services.

RESULT:	**MOTION TO DENY APPROVED [6 TO 1]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Jennings, Kundinger, Raasch
NAYS:	Jonathon Hansen
EXCUSED:	Casey Nelson

11. Recommendation from the Board of Public Works to Supply Sandbags to Residents for Flooding Purposes

Public Works Director Scott Thoresen explained that this is a trial program, and the sandbags will be available for pick up at the Municipal Service Center. Discussion followed regarding options for informing residents about the trial program.

RESULT:	**ADOPTED [5 TO 2]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Hansen, Jennings, Kundinger
NAYS:	Scott Crevier, Dean Raasch
EXCUSED:	Casey Nelson

12. Recommendation from the Board of Public Works to not construct sidewalk on Lost Dauphin Road from the subdivision south of Red Maple Road to the existing sidewalk at Terry Lane

Attachment: 2-19-20 Common Council Minutes_Draft (9296 : Approval of the minutes of the February 19, 2020 Common Council meeting.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

13. Recommendation from the Board of Public Works to approve award of Contract 20-01A West Sewer and Water Relay and Street Resurfacing to Superior Sewer and Water, Inc. in the amount of $1,836,027.00

    Alderperson Kundinger requested clarification on some of the considerations used during the bidding process. City Administrator Larry Delo explained that pre-bid qualifications are established to make sure that bidders meet criteria. If something unusual comes up the City is not required to take the low bid; if this occurs, it is usually discussed at Board of Public Works.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

14. Recommendation from the Board of Public Works approve award of Contract 20-03 CIPP Sewer Lining to Hydro-Klean, LLC in the amount of $256,533.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

15. Recommendation from the Board of Public Works to approve awarding Contract 20-05 Sidewalk and Curb Repairs to RJM Construction, LLC in the amount of $230,020.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

16. Recommendation from the Board of Public Works to approve award of Contract 20-06 Concrete Street Repairs to Vinton Construction Co. in the amount of $401,885.00

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

17. Recommendation from the Board of Public Works to approve award of Contract 20-11 Fire Station #1 Boiler Replacement to Automated Comfort Controls in the amount of $116,700.00

Attachment: 2-19-20 Common Council Minutes_Draft (9296 : Approval of the minutes of the February 19, 2020 Common Council meeting.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

18. Recommendation from the Board of Public Works to approve award of Contract 20-15 Sewer Cleaning and Televising to Green Bay Pipe & TV, LLC in the amount of $39,049.06

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

19. Recommendation from the License Committee on an Application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Juan A. Aviles, On the Rocks 2, 413 Main Ave. Submitted by Juan A. Aviles, Pulaski, WI.

Mayor Walsh moved this item forward after public announcements.
Alderperson Boyd moved, seconded by Alderperson Hansen to deny the application based on the Chief of Police's recommendation that the applicant's conviction record substantially relates to the licensed activity.
Alderperson Boyd moved, seconded by Alderperson Raasch to open the meeting. Upon vote, motion carried unanimously.
Applicant Juan Aviles explained his background and answered Council members' questions.
Alderperson Carpenter suggested tabling the agenda item in order to obtain more information from Chief Beiderwieden.
Alderperson Carpenter moved, seconded by Alderperson Raasch to close the meeting. Upon vote, motion carried unanimously.

RESULT:	**TABLED [UNANIMOUS]** **Next: 3/3/2020 7:30 PM**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

20. Consideration of request by the City Clerk to designate the Norman Miller Center Office in the Michels Commons building on the St. Norbert College Campus as an alternate in-person absentee voting site.

Alderpersons Kundinger and Crevier expressed their support of the plan. City Clerk Carey Danen confirmed that any De Pere resident would be able to use this in-person absentee voting site.

Attachment: 2-19-20 Common Council Minutes_Draft (9296 : Approval of the minutes of the February 19, 2020 Common Council meeting.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Amy Chandik Kundinger, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

21. Resolution #20-12 Disallowance of Claim (Heather Schmidt).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

22. Resolution #20-13 Approving the Proposed Project Plan Amendment to Modify the District Boundaries of Tax Incremental Financing District Number 12, City of De Pere, Wisconsin.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

23. Resolution #20-14 Establishing the District Boundaries of and Approving the Project Plan for Tax Incremental Financing District Number 15, City of De Pere, Wisconsin.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

24. Resolution #20-15 Establishing the District Boundaries of and Approving the Project Plan for Tax Incremental Financing District Number 16, City of De Pere, Wisconsin.

    Alderperson Hansen asked if staff considered extending the TID to any other properties. City Administrator Larry Delo replied that staff did evaluate this, and determined that it did not make sense financially.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

25. Resolution #20-16 Authorizing Agreement Regarding the Sale and Purchase of Business Park Property Between And Beyond, LLC and the City of De Pere (WD-1138-1).

Attachment: 2-19-20 Common Council Minutes_Draft (9296 : Approval of the minutes of the February 19, 2020 Common Council meeting.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Jonathon Hansen, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

26. Resolution #20-17 Authorizing Agreement Regarding the Sale and Purchase of Business Park Property Between the City of De Pere and Clover Properties LLC (Parcel WD-1626).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

27. Resolution #20-18 Accepting Wisconsin Bureau of Transportation Safety Grant.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ryan Jennings, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

28. Resolution #20-19 Authorizing Operation and Maintenance Assistance Agreement with Carrico Aquatic Resources, Inc. (2020 Water Management Assistance Program).

    Alderperson Carpenter asked if this agreement would be funded by the pool referendum. Parks, Recreation & Forestry Director Marty Kosubucki stated that because it is directly related to the existing Legion Pool, it will be funded by the City's current operations budget.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

29. Resolution #20-20 Authorizing Agreement for Contractor Services Between the City of De Pere and Bay Area Testing and Consulting, LLC (2020 Construction Materials Testing).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	James Boyd, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

30. Resolution #20-21 Authorizing Agreement for Contractor Services Between the City of De Pere and Professional Service Industries, Inc. (2020 Soil Boring).

Attachment: 2-19-20 Common Council Minutes_Draft (9296 : Approval of the minutes of the February 19, 2020 Common Council meeting.)

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

31. Operator License Applications.

Alderperson Boyd moved, seconded by Alderperson Carpenter to approve New Operator Applications #2-5. Upon vote, motion carried unanimously.
Alderperson Boyd moved, seconded by Alderperson Hansen to approve Temporary Operator Applications #1-3. Upon vote, motion carried unanimously.

32. Voucher approval.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Boyd, Carpenter, Crevier, Hansen, Jennings, Kundinger, Raasch
EXCUSED:	Casey Nelson

33. Future agenda items.

None.

34. Consideration of potential economic development opportunities involving City properties.

Alderperson Crevier moved, seconded by Alderperson Carpenter to enter into closed session at 9:20 PM. Upon vote, motion carried unanimously. Discussion on this item concluded at 10:00 PM.

35. City Administrator annual performance appraisal.

Discussion on this closed session item began at 10:00 PM.
Alderperson Raasch moved, seconded by Alderperson Boyd to return to regular order at 10:43 PM. Upon vote, motion carried unanimously.
Alderperson Crevier moved, seconded by Alderperson Kundinger to approve the City Administrator's salary in the amount of $152,000. Upon vote, motion carried unanimously.

36. Adjournment.

Alderperson Raasch moved, seconded by Alderperson Boyd to adjourn the meeting at 10:44 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

Attachment: 2-19-20 Common Council Minutes_Draft (9296 : Approval of the minutes of the February 19, 2020 Common Council meeting.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **March 3, 2020**

DEPARTMENT: **City Clerk**

FROM: **Ann Ledvina**

SUBJECT: **Recommendation from the License Committee on an Application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Juan A. Aviles, On the Rocks 2, 413 Main Ave. Submitted by Juan A. Aviles, Pulaski, WI.**

ATTACHMENTS:

- On the Rocks Application 2.19.20 (PDF)
- Aviles Memo to License Committee Feb 2020 (PDF)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

Applicant's Wisconsin Seller's Permit Number	
FEIN Number	
TYPE OF LICENSE REQUESTED	**FEE**
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$ 3000 R#14
TOTAL FEE	$ 230

For the license period beginning: ______ *(mm dd yyyy)* ending: ______ *(mm dd yyyy)*

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

County of Brown   Aldermanic Dist. No.______ (if required by ordinance)

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

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
Aviles Juan A

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

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

1. Trade Name ON The Rock 2   Business Phone Number 920-401-1382
2. Address of Premises 413 Main Ave De Pere   Post Office & Zip Code 54115
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
   ON Premises, Cooler, ~~back~~ bar under And Storage Room/Area
4. Legal description (omit if street address is given above): 413 Main Ave De Pere
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? ☒ Yes ☐ No
   (b) If yes, under what name was license issued? RONALD EVANS
   Reptile Rail Entertainment

AT-106 (R. 3-19)   Wisconsin Department of Revenue

Attachment: On the Rocks Application 2.19.20 (9271 : On the Rocks App)

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☒ Yes ☐ No

Yes have it done already

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No

9. (a) **Corporate/limited liability company applicants only:** Insert state N/A and date ______ of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
If yes, explain.

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No

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

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.)	Title/Member	Date
Juan A Aviles	owner	1/ /2020
Signature	**Phone Number**	**Email Address**
	920-401-1382	JuanAviles77@g

TO BE COMPLETED BY CLERK

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

AT-106 (R. 3-19)

Attachment: On the Rocks Application 2.19.20 (9271 : On the Rocks App)

SURRENDER OF LICENSE
Part I

Legal/Real Name of Current Licensee: RONALD A. EVANS
Premises Address: 413 MAIN AVE DEPERE WI 54115
Trade Name: Reptile Rail Entertainment DBA "ON THE ROCKS"

This is to advise that the undersigned is surrendering the following license(s)

Combination "Class B" Beer & Liquor
Class "B" Beer
Class "A" Beer and/or "Class A" Liquor **(circle which apply)**
Wholesale Beer
"Class C" Wine

to: Juan Antonio Aviles / On the Rocks 2
(Insert Legal/Real name of Proposed Licensee and Trade Name)

And understand that said license(s) will be cancelled upon the Common Council's granting of a license to the applicant named herein.

New Applicant

President, Member, Partner, Individual

Secretary, Member, Partner

Current Licensee

Ronald Evans
President, Member, Partner, Individual

Secretary, Member, Partner

State of Wisconsin)
) ss.
County of Brown

On the 21st day of January, 2020, personally came before me Ronald A Evans, known to me to be the person(s) who executed the foregoing Surrender of License, and known to me to be the **Current Licensee** and acknowledged that s/he executed the foregoing document.

Notary Public

Brown County, Wisconsin

My Commission expires: 12/20/2023

State of Wisconsin)
) ss.
County of Brown

On the 3rd day of February, 2020, personally came before me Juan Antonio Aviles, known to be to be the person(s) who executed the foregoing Surrender of License, and known to me to be the **Proposed New Applicant** and acknowledged that s/he executed the foregoing document.

Notary Public
Brown County, Wisconsin

My Commission expires: 06/13/2022

Attachment: On the Rocks Application 2.19.20 (9271 : On the Rocks App)

SURRENDER OF LICENSE
Part II

1/27/2020
Date

City of De Pere Clerk
335 S. Broadway St.
De Pere, WI 54115

This is to notify you that I am the owner of the building located at

413 MAIN AVE., De Pere, Wisconsin. 54115

I have entered into a lease for the above property effective Feb 1st, 2020 with Juan Antonio Aviles,(Strike sentence if not applicable).

Further, this letter is to document that said owner or tenant has control of the premises, and may apply for the necessary beer and/or liquor licenses for said location.

Sincerely,

Dean G. Rhodes Sr.
Signature of owner of building

Printed name of owner: DEAN G. RHODES Sr.

Home address of owner: [illegible]

Daytime phone number of owner: 920-246-2222

Attachment: On the Rocks Application 2.19.20 (9271 : On the Rocks App)

CITY OF DE PERE MEMORANDUM
POLICE DEPARTMENT

To: Common Council

From: Derek A. Beiderwieden, Chief of Police

Date: February 27, 2020

Subject: Juan Aviles Agent Application

Mr. Juan Aviles has made application to be an agent for a local establishment that will serve alcohol. A records check of Mr. Aviles revealed a criminal and civil history related to alcohol and aggressive behavior as follows:

1) 07-03-03 – Operating While Intoxicated – (Civil Fine)
2) 03-24-05 – Arrested on a warrant
3) 08-17-05 – Misdemeanor Battery – (30 days jail, fines and 2 years on probation), then on 12-28-06 probation revoked and 6 months jail ordered instead.
4) 11-16-06 – Misdemeanor Disorderly Conduct – (30 days jail)
5) 05-07-08 – Misdemeanor Disorderly Conduct – (Unknown sentence)
6) 07-02-08 – Arrested on a warrant
7) 03-14-10 – Arrested on a warrant
8) 01-26-12 – Felony Aggravated Battery with Intent to Commit Great Bodily Harm – (9 months jail, fines and 2 years on probation)
9) 07-23-13 – Arrested on a warrant
10) 01-16-14 – Misdemeanor Resisting an Officer – (90 days jail)
11) 03-27-14 – Misdemeanor Bail Jumping – (fines)
12) 04-30-15 – Misdemeanor Operating While Intoxicated with a Passenger < 16 Years Old – (30 days jail, ignition interlock device)
13) 08-01-16 – Felony Child Abuse Intentionally Causing Harm and Misdemeanor Disorderly Conduct – (12 months court supervision), then on 02-17-17 probation revoked and 6 months jail and an additional 12 months on probation ordered for felony and 90 days jail for misdemeanor
14) 01-31-17 – Misdemeanor Disorderly Conduct and Bail Jumping – (30 days jail ordered for both charges)
15) 11-02-18 – Arrested on a warrant

It is important for the City of De Pere to continue to maintain a standard for licensed establishments to prevent future violations and encourage good business. Mr. Aviles has shown a pattern of regular, consistent and continued negative behavior that clearly shows a disregard for laws and other people that started shortly after moving to north east Wisconsin in 2001.

I recommend that Mr. Aviles be denied being an agent for any licensed establishment in De Pere and further that he be banned from serving alcohol in De Pere.

Please contact me if you should have any questions.

Serving with P.R.I.D.E.

Attachment: Aviles Memo to License Committee Feb 2020 (9271 : On the Rocks App)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **March 3, 2020**

DEPARTMENT: **City Clerk**

FROM: **Ann Ledvina**

SUBJECT: **Recommendation from the License Committee on an application for Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for EAT30 Cafe, LLC, (DBA EAT30 Cafe, LLC) 124 N Broadway St. Submitted by EAT30 Cafe, LLC, Agent: Lia Xiong, Green Bay, WI.**

ATTACHMENTS:

- EAT30 Cafe Beverage Lic. App 3.3.20(PDF)

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

Applicant's Wisconsin Seller's Permit Number
FEIN Number

TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	$
☒ Class B beer	$
☒ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$
TOTAL FEE	$

R# 1494

For the license period beginning: ____________ (mm dd yyyy) ending: 06/30/2020 (mm dd yyyy)

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

County of Brown

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

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

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)
EAT30 CAFE LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

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

1. Trade Name EAT30 CAFE LLC Business Phone Number (920) 632-6332
2. Address of Premises 124 N Broadway ST #B3 Post Office & Zip Code De Pere WI 54115
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)
   See attached
4. Legal description (omit if street address is given above): ____________
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? . . . . ☒ Yes ☐ No
   (b) If yes, under what name was license issued? Infi. Deli. TY Deli, LLC

AT-106 (R. 3-19) Wisconsin Department of Revenue

Attachment: EAT30 Cafe Beverage Lic. App 3.3.20 (9300 : Eat30 Cafe LLC Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** ☒ Yes ☐ No
State/local requirements

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? ☐ Yes ☒ No
If yes, explain.

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** ☐ Yes ☒ No

9. (a) **Corporate/limited liability company applicants only:** Insert state ______ and date ______ of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** ☐ Yes ☒ No

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☐ Yes ☒ No
If yes, explain.

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] ☒ Yes ☐ No

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

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.)	Title/Member	Date
Xiong, Lia	Co-owner	1/14/2020
Signature	**Phone Number**	**Email Address**
[signature]	920-327-0236	eat30cafe@gmail.com

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
1-29-20			
Date license granted	**Date license issued**	**License number issued**	

AT-106 (R. 3-19)

Attachment: EAT30 Cafe Beverage Lic. App 3.3.20 (9300 : Eat30 Cafe LLC Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor

#3

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **March 3, 2020**

DEPARTMENT: **City Clerk**

FROM: **Ann Ledvina**

SUBJECT: **Recommendation from the License Committee on an application for a premises description change submitted by Nostra Cremona, LLC.**

ATTACHMENTS:

- Premises Description Change Nostra Cremona (PDF)

Premises Description Change

Original Alcohol Beverage Retail License Application

(Submit to municipal clerk.)

For the license period beginning: July 1, 2019 (mm dd yyyy) ending: June 30 2020 (mm dd yyyy)

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

County of Brown   Aldermanic Dist. No.______ (if required by ordinance)

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

Applicant's Wisconsin Seller's Permit Number: 456-1029567548-02

FEIN Number:

TYPE OF LICENSE REQUESTED	FEE
☐ Class A beer	$
☒ Class B beer	$
☐ Class C wine	$
☐ Class A liquor	$
☐ Class A liquor (cider only)	$ N/A
☒ Class B liquor	$
☐ Reserve Class B liquor	$
☐ Class B (wine only) winery	$
Publication fee	$
TOTAL FEE	$

Name (individual / partners give last name, first, middle; corporations / limited liability companies give registered name)

NOSTRA CREMONA, LLC

An "Auxiliary Questionnaire," Form AT-103, must be completed and attached to this application by each individual applicant, by each member of a partnership, and by each officer, director and agent of a corporation or nonprofit organization, and by each member/manager and agent of a limited liability company. List the full name and place of residence of each person.

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

1. Trade Name NOSTRA CREMONA   Business Phone Number 920-371-5032
2. Address of Premises 365 MAIN AVE   Post Office & Zip Code 54115
3. Premises description: Describe building or buildings where alcohol beverages are to be sold and stored. The applicant must include all rooms including living quarters, if used, for the sales, service, consumption, and/or storage of alcohol beverages and records. (Alcohol beverages may be sold and stored only on the premises described.)

   365 MAIN AVE; Suite D, BAR AREA (NICOLET SQUARE PARKING Lot SIDE) to include Service HALLWAY & Kitchen. ALSO includes one STORAGE ROOM. TOTAL Interior SQ/ft: 1358: ALSO Fenced in OUTDOOR BEER GARDEN AREA with Access to BAR Interior (North SIDE) SQ/ft: 400 SQ/ft.

4. Legal description (omit if street address is given above): ____________
5. (a) Was this premises licensed for the sale of liquor or beer during the past license year? . . . . ☒ Yes ☐ No

   (b) If yes, under what name was license issued? ~~NOSTRA CREMONA, LLC (368 MAIN AVE)~~ The Green Room

Attachment: Premises Description Change Nostra Cremona (9301 : Application for a premises description change submitted by Nostra

6. Is individual, partners or agent of corporation/limited liability company subject to completion of the responsible beverage server training course for this license period? **If yes, explain** .... ☒ Yes ☐ No

7. Is the applicant an employe or agent of, or acting on behalf of anyone except the named applicant? .... ☐ Yes ☒ No
If yes, explain.

8. Does any other alcohol beverage retail licensee or wholesale permittee have any interest in or control of this business? **If yes, explain** .... ☒ Yes ☐ No
NOSTRA CREMONA IS OWNED BY SAKS HOLDINGS, LLC
who owns property Located @ 368 & 365 MAIN AVE.
CHANGE of USE @ 368 MAIN, MOVE LICENSE TO
365 MAIN (D) FOR BAR & RESTAURANT.

9. (a) **Corporate/limited liability company applicants only:** Insert state ________ and date ________ of registration.

(b) Is applicant corporation/limited liability company a subsidiary of any other corporation or limited liability company? **If yes, explain** .... ☐ Yes ☒ No
BAGGI DI LUCIO, NOSTRA CREMONA

(c) Does the corporation, or any officer, director, stockholder or agent or limited liability company, or any member/manager or agent hold any interest in any other alcohol beverage license or permit in Wisconsin? ☒ Yes ☐ No
If yes, explain.

10. Does the applicant understand they must register as a Retail Beverage Alcohol Dealer with the federal government, Alcohol and Tobacco Tax and Trade Bureau (TTB) by filing (TTB form 5630.5d) before beginning business? [phone 1-877-882-3277] .... ☒ Yes ☐ No

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

12. Does the applicant understand that they must purchase alcohol beverages only from Wisconsin wholesalers, breweries and brewpubs? .... ☒ Yes ☐ No

READ CAREFULLY BEFORE SIGNING: Under penalty provided by law, the applicant states that each of the above questions has been truthfully answered to the best of the knowledge of the signer. Any person who knowingly provides materially false information on this application may be required to forfeit not more than $1,000. Signer agrees to operate this business according to law and that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another. (Individual applicants, or one member of a partnership applicant must sign; one corporate officer, one member/manager of Limited Liability Companies must sign.) Any lack of access to any portion of a licensed premises during inspection will be deemed a refusal to permit inspection. Such refusal is a misdemeanor and grounds for revocation of this license.

Contact Person's Name (Last, First, M.I.)	Title/Member	Date
KRAUS, ANDREW T.	OWNER	2-4-2020
Signature	**Phone Number**	**Email Address**
[signature]	920-371-5032	ATKRAUS@GMAIL.CO

TO BE COMPLETED BY CLERK

Date received and filed with municipal clerk	Date reported to council / board	Date provisional license issued	Signature of Clerk / Deputy Clerk
2-4-20			
Date license granted	**Date license issued**	**License number issued**	

AT-106 (R. 3-19)

Attachment: Premises Description Change Nostra Cremona (9301 : Application for a premises description change submitted by Nostra

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 3, 2020**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Accept a $500 Donation from De Pere Optimist Club for the Easter Egg Hunt.**

The Board of Park Commissioners, at the February 20, 2020 meeting, approved accepting a $500 donation from the De Pere Optimist Club for the Easter Egg Hunt. The motion passed unanimously, with a 5-0 vote.
This memo is to seek the Board of Park Commissioner's approval for the De Pere Community Center to accept a donation of $500 from the De Pere Optimist Club for Easter Egg Hunt candy and prizes.
The Optimist Club would be recognized as a sponsor of the Egg Hunt on flyers, email blasts and on social media.

Thank you for your time and consideration.

Donation Information:
From: De Pere Optimist Club, PO Box 64, De Pere
To: De Pere Community Center
For: Easter Egg Hunt Prizes and Candy
Amount $500

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 3, 2020**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Accept a $500 Donation from De Pere Optimist Club for Summer Day Camp T-Shirts.**

The Board of Park Commissioners, at the February 20, 2020 meeting, approved accepting a $500 donation from the De Pere Optimist Club for Summer Day Camp T-shirts. The motion passed unanimously, with a 5-0 vote.
This memo is to seek the Board of Park Commissioner's approval for the De Pere Community Center to accept a donation of $500 from the De Pere Optimist Club towards t-shirts for our Summer Day Camp Program The Optimist Club would be recognized as a sponsor of our t-shirts with their logo on the back of the shirts. On average approximately 130 shirts are ordered at a total cost of $900.

Thank you for your time and consideration.

Donation Information:
From: De Pere Optimist Club, PO Box 64, De Pere
To: De Pere Community Center
For: Summer Day Camp T-shirts
Amount: $500

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 3, 2020**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Accept $1,000 Donation from the De Pere Optimist Club to Sponsor Beer Gardens Entertainment.**

The Board of Park Commissioners, at the February 20, 2020 meeting, approved accepting a $1,000 donation from the De Pere Optimist Club for family entertainment at the beer gardens. The motion passed unanimously with a 5-0 vote.
The De Pere Optimist Club is proposing to donate $1,000 to be used toward offering Mischief and Magic children's entertainers at the Beer Gardens. The donation will allow for the Beer Gardens to offer two entertainers for two hours during our three Tuesday events. Entertainment will be varied for each event, but may include balloon tying, face painting, magic show workshops, traveling magic, juggling, character portraits, mascots, etc...

Donation Information:
From: De Pere Optimist Club, PO Box 64, De Pere
To: Family/Children Entertainment at Beer Gardens
Amount: $1,000

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **March 3, 2020**

DEPARTMENT: **Parks, Recreation & Forestry**

FROM: **Marty Kosobucki**

SUBJECT: **Recommendation from the Board of Park Commissioners to Accept a $2,500 Donation from an Anonymous Donor to the Recreation Scholarship Fund.**

The Board of Park Commissioners, at the February 20, 2020 meeting, approved accepting a $2,500 donation from an anonymous donor to the Recreation Scholarship Program. The motion passed unanimously with a 5-0 vote.
We have received a donation from an anonymous donor in the amount of $2,500 toward our Recreation Scholarship Program. This is an incredibly generous donation that goes toward helping needy families within the City of De Pere.

Donation Information:
From: Anonymous Donor
To: Recreation Scholarship Fund
Amount: $2,500

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 3, 2020**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Accept a $1,500 Sponsorship from Graef to be a Single Event Sponsor for Beer Gardens.**

The Board of Park Commissioners, at the February 20, 2020 meeting, approved accepting a $1,500 donation from Graef to be a single event sponsor for one of the Beer Gardens this summer. The motion passed unanimously with a 5-0 vote.
We received a proposal from Graef to be a single event sponsor of one of our Beer Garden's this summer at the cost of $1,500. We will work with Graef to identify the specific event they would like to sponsor. In the situation that an event gets rained out, we recommend transferring the event sponsorship to a future event.

Donation Information:
From: Graef Consulting, 1150 Springhurst Drive, Green Bay
To: Beer Garden single event sponsorship
Amount: $1,500

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 3, 2020**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Accept $2,000 Donation from Cleaning Solution Services for Upper Level Flooring at the Community Center.**

The Board of Park Commissioners, at the February 20, 2020 meeting, approved accepting a $2,000 donation from Cleaning Solution Services toward the upper level flooring project at the Community Center. The motion passed unanimously with a 5-0 vote.
Staff is seeking approval to accept a $2,000 donation from Cleaning Solution Services towards the flooring project for the upper level of the Community Center. Cleaning Solution Services Inc. has been the Community Center's janitorial company for nearly 18 years and were happy to donate to a worthy project. A total of $11,010 has been raised thus far for this project, which was previously estimated around $22,000.

With this donation, coupled with the reallocation of monies from a different project, we are now able to move forward with this project and solicit quotes from flooring companies. We are anticipating a spring installation.

Thank you for your time and consideration.

Donation Information:
From: Cleaning Solution Services, PO Box 481, Kaukauna, WI 54130
To: De Pere Community Center
For: Upper Level Flooring Project
Amount: $2,000

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **March 3, 2020**

DEPARTMENT: **Parks, Recreation & Forestry**

FROM: **Marty Kosobucki**

SUBJECT: **Recommendation from Board of Park Commissioners to Approve Request from Alderperson Nelson to make the Voyageur Restroom Building a Multi Use Building.**

The Board of Park Commissioners, at the February 20, 2020 meeting, approved the concept of the Voyageur Park restroom building be a multi-use building and in addition to the allocated funds for the restroom building, for City Council to look into appropriating the stadium tax funding that is allocated for the splash pad and/or community stage to help fund the project. The motion passed unanimously with a 5-0 vote.

Prior to bringing the item back to the Park Board for consideration, staff met with Alderperson Nelson and Park Board Member Randy Souquet to discuss options and direction. Staff also researched types of events held at Voyageur Park and discussed the concept with the De Pere Chamber and Definitely De Pere. A consensus was developed that a facility capable of handling public multi-uses (weddings, anniversaries, reunions, showers, birthday parties, main location for special events, and City Beer Gardens) was in the best interest of the City. A facility constructed in Greenfield was used as an example as a multi-use facility and received the most support.

In consulting with a local construction firm, the cost of constructing this facility is around $310,000. This would not include engineering, landscaping and any fixtures/furnishings. So the price tag for this facility is likely to be in the range of $400,000-$450,000. There is currently $170,000 allocated to replace the restroom at Voyageur Park.

The Board of Park Commissioners is recommending the pursuit of a multi-use facility consistent with what the City of Greenfield constructed. In addition, they are recommending the redirecting funds from the Stadium Tax Money intended for the stage and/or splash pad.

ATTACHMENTS:

- Rendering and Floor Plan 10-5-17 (PDF)
- outside.III (JPG)

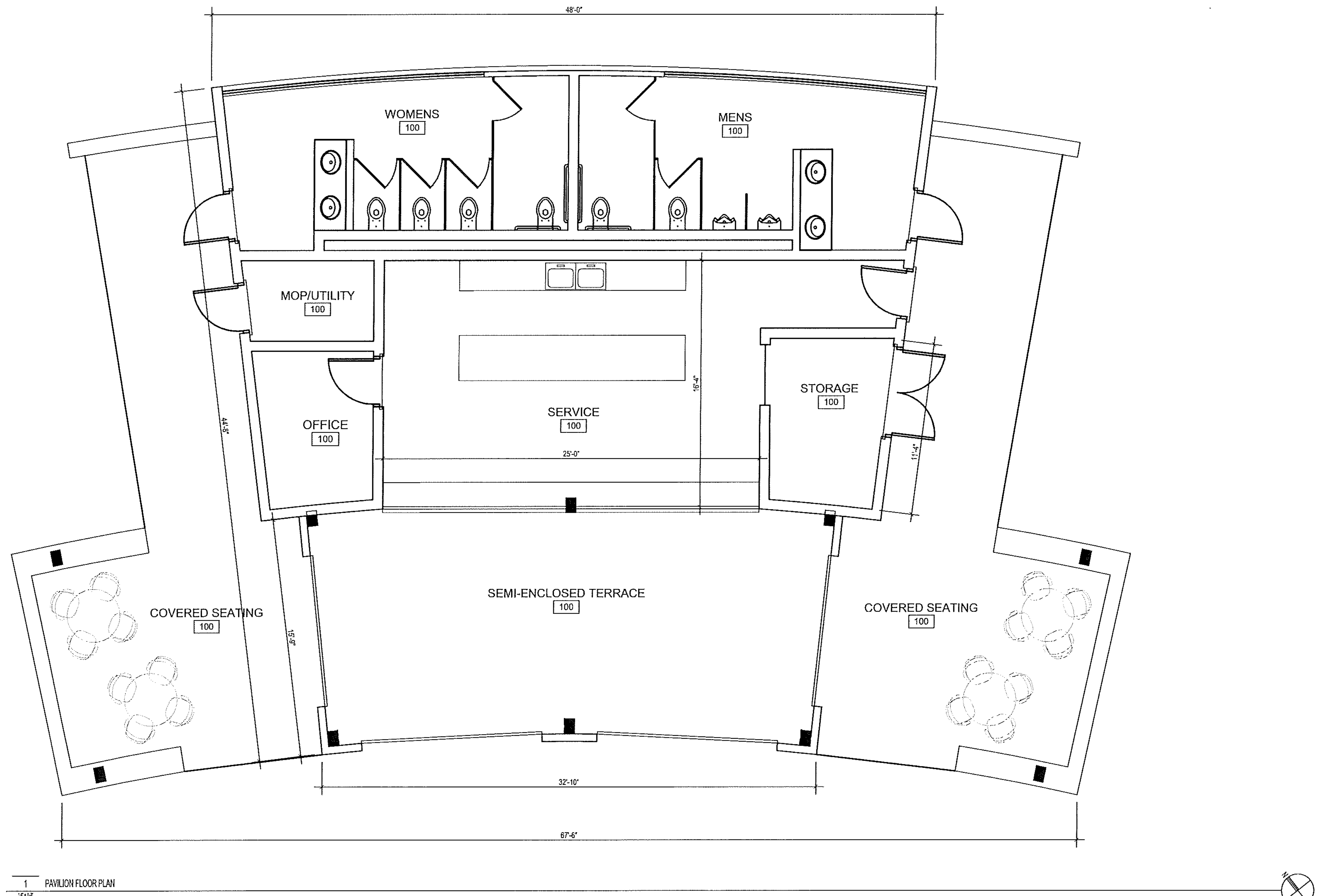
Attachment: Rendering and Floor Plan 10-5-17 (9286 : Recomm from Park Bd to Approve request Ald Nelson to make Voyageur Restroom bldg


KONKEL PARK AMPITHEATER
NEW RESTROOMS, BEER GARDEN AND CONCESSIONS PAVILION
EXISTING STAGE

1.14.a

KORB + ASSOCIATES ARCHITECTS

CITY OF Greenfield
Pledged to Progress



1 PAVILION FLOOR PLAN

PROJECT NAME:
KONKEL PARK CONCESSIONS

OWNERS INFO:
CITY OF GREENFIELD
7325 W. FOREST HOME AV.
GREENFIELD, WI 53220

ARCHITECT:
KORB + ASSOCIATES
648 N. PLANKINTON AVE.
SUITE 240
MILWAUKEE, WI 53203
P 414.273.8230

REV. NO:	DATE:

PROJ. NO:	16033
SCALE:	AS NOTED
PHASE:	REVIEW
DATE:	07-25-2017

PLANS

A100

Copyright

Attachment: Rendering and Floor Plan 10-5-17 (9286 : Recomm from Park Bd to Approve request Ald Nelson to make Voyageur Restroom bldg

Attachment: outside.III (9286 : Recomm from Park Bd to Approve request Ald

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **March 3, 2020**

DEPARTMENT: **Parks, Recreation & Forestry**

FROM: **Marty Kosobucki**

SUBJECT: **Recommendation from the Board of Park Commissioners to Approve NEW Water USFS Tree Grant Planting Plan for 200 Trees.**

The Board of Park Commissioners, at the February 20, 2020 meeting, approved accepting the NEW Water USFS Tree Grant Planting Plan for 200 trees. The motion passed unanimously with a 5-0 vote.
A memo from our Park Superintendent/City Forester to the Board of Park Commissioners is included in you packet. We are seeking approval of a tree donation from NEW Water in the amount of 100 trees per year for the next two years.
The Board of Park Commissioners approved using the donation to assist home owners that will lose trees in the parkway due to Emerald Ash Borer. The process is explained in the Park Superintendent/City Forester's memo to the Park Board.

ATTACHMENTS:

- Memo to PB regarding NEW Water grant (DOCX)

CITY OF DE PERE
MEMO

DE PERE

To: Board of Park Commissioners
From: Don Melichar, Park Superintendent / Forester
Date: February 12, 2020

RE: **NEW Water USFS Tree Grant**

Staff seeks approval from the Park Board to move forward with a planting plan.

In 2019 the City was approached by NEW Water about the possibility of partnering with them to plant trees in the City of De Pere. This partnership was also extended to other communities in the Green Bay area. NEW Water would secure the USFS grant and the communities would purchase and plant as many trees as they felt they could over a two year period. NEW Water would then reimburse the communities when the trees were planted and once a map was provided to them showing the locations. As a partner, the City Forestry Department determined that 100 trees per year was an amount that would be reasonable. In October NEW Water informed the City that they had successfully received the grant and more info would be coming by the first part of 2020. We are still awaiting final information from NEW Water and are now planning how to distribute the 100 trees this year and 100 next year. After careful consideration to all factors staff is proposing the grant be directed toward homeowners who have lost **city owned terrace ash trees** to the devastating insect Emerald Ash Borer. Since the grant begins January 1, 2020 our department proposes to replace one tree for every two trees lost (if spacing permits according to the city's standards and specifications manual) to Emerald Ash Borer **after January 1st, 2020** until all 100 trees have been accounted for. The department will plan to plant 50 trees in spring and 50 in fall to distribute the work load for our forestry crews. Staff will continue on our list in 2021 in the same manner with the 100 trees available. While this will not account for all the lost trees, staff feels it will start to build our urban forest back up and mitigate some of the losses.

Current policy states that trees removed due to most conditions are not replanted unless the homeowner wishes to replace them and they incur the cost of the tree. Exceptions are removal due to construction projects or if vandalism or accident creates an unsafe condition. In these cases either the Dept. of Public Works pays for replacement in construction projects or the offending party in the vandalism/accident pays for the replacement.

If you have any questions, please contact me at 339-8362.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 3, 2020**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Resolution #20-22 Disallowance of Claim (Bonnie J. Michiels).**

ATTACHMENTS:

- Reso20-22 (DOCX)
- Michiels_Claim Disallowance (PDF)

RESOLUTION #20-22

DISALLOWANCE OF CLAIM
(Bonnie J. Michiels)

WHEREAS, a Notice of Claim and Claim was filed by Bonnie J. Michiels ("Claimant"), 607 North Winnebago Street, De Pere, Wisconsin 54115, in the City Clerk's office on February 4, 2020; and

WHEREAS such Notice and Claim alleges that on October 24, 2019, a water main break caused storm sewer backup into Claimant's basement, resulting in damage to property totaling $8,965.20; and

WHEREAS, this matter has been reviewed by the City's liability insurance carrier, EMCASCO Insurance Company (EMC), which investigated the same and determined that the Claimant's damages were caused by a double water main break which caused damage to the sanitary sewer, resulting in the sanitary sewer main line filling up with water and debris causing flooding in some residential homes; further, based upon its investigation, EMC has determined that the City maintains a sufficient Capital Improvement Plan for replacements, and there is no evidence the City knew, or should have known, the City's water main at this location would break at this time, and the City was therefore not negligent in the operation and maintenance of its water main and is not negligent or legally responsible for the Claimant's property damage; and

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Claim submitted by Bonnie J. Michiels be, and the same is hereby denied; and further, that no action on this Claim may be brought against the

City of De Pere, or any of its officers, officials, agents or employees after six months from the date of service of this notice upon Claimant.

BE IT FURTHER RESOLVED THAT:

A copy of this resolution be forwarded to the Claimant, Bonnie J. Michiels, as a Notice of Disallowance of Claim.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of March, 2020.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Carey E. Danen, City Clerk

Ayes:______

Nays:______

Attachment: Reso20-22 (9278 : Resolution #20-22 Disallowance of Claim (Bonnie J. Michiels))

CITY OF DE PERE
CLERK-TREASURER'S OFFICE
335 SOUTH BROADWAY STREET
DE PERE, WI 54115
(920) 339-4050

LIABILITY CLAIM INFORMATION FORM

INSTRUCTIONS: Please fill out this form completely, sign, date and return to the address listed above. The City will submit your documentation to its insurance carrier for payment determination.

1. Date and Time of Incident: October 24, 2019
2. Location of Incident: 607 N. WINNEBAGO, De Pere WI
3. Name of Injured Person/Owner of Damaged Property:
Bonnie J. Michiels (Age if Minor: ____)
4. Address: 607 N. WINNEBAGO ST DePere WI 54115
5. Telephone Number: (H) 920-336-6523 (C) ____ (W) ____
6. Please give a detailed description of the incident (use back of form if necessary):
WATER MAIN BREAK, WATER & MUD WAS FORCED INTO BASEMENT. CLAIMS FOR DAMAGED GOODS & CLEAN UP/REPAIR.
7. Total Amount of Claimed Damages: $ 8,965.20 (Attach itemized statements/bills)
8. Witness name, address and telephone number:
Bob Michiels, 1362 MASERATI LN, GREEN BAY
920-660-3577 920 660 3577

In signing this Liability Claim form, I acknowledge that the City of De Pere will be submitting my information to its liability insurance carrier for its review and determination of liability and that my claim will be paid only if the insurance company determines the City is legally liable for my damages/injuries.

2/4/2020
Date

Bonnie J. Michiels
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

____
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

City of De Pere	
Water Main Break, N. Winnebago St. - October 24, 2019	
Residence:	
Bonnie J. Michiels	
607 N. Winnebago	
De Pere, WI 54115	

Claim detail:

Item	Cost
Acquire Restoration, Inc. Water/mud removal entire basement Clean, sanitize floor, walls, appliances, etc. Remove/repair impacted drywall Remove/replace damaged doors/door frames	$ 5,207.81
K. Kelly Replace damaged water heater pilot assembly	$ 262.07
Affordable Sewer and Drain, Inc. Clean basement sewer line due to mud	$ 140.00
Items damaged beyond repair	
Replace damaged boxes, w/tape	$ 82.32
American Tourister 28" Luggage	$ 320.00
American Tourister 25" Luggage	$ 260.00
Luggage, soft - 28"	$ 100.00
Luggage, hard - 28"	$ 100.00
Christmas tree - 7'	$ 200.00
2 Comforters - Queen	$ 100.00
1 Bookshelf - 7'	$ 400.00
Titletown MVP Trio framed print	$ 250.00
Lombardi Legends framed print	$ 250.00
Framed water color - Starlight, star bright, Kari Anderson	$ 50.00
Framed Acrylic original "A reflection of Love", 1996, Dorothy Sowinski	$ 150.00
Framed print - "Where Freedom Reigns" LE Derk Hansen Earth Day Series w/coin + stamp	$ 80.00
Framed print - "The Shadow Hunter" by Rick Kelley	$ 25.00
Framed Lombardi Photo with signed check	$ 375.00
Framed print - "Zone 3 Whitetail", Bruce Miller	$ 270.00
Framed print - "In Just Spring" Richard Calvo	$ 98.00
Framed print - "Wild Wings, Prepared for the season", Terry Redlin	$ 245.00
Many other un-recorded items	$ -
Total Claim:	**$ 8,965.20**

Attachment: Michiels_Claim Disallowance (9278 : Resolution #20-22 Disallowance of Claim (Bonnie J. Michiels).)

EMC Insurance Companies

P.O. Box 327
Brookfield, WI 53008-0327
Phone 855.495.1800
FAX 888.992.6122 Commercial Lines Underwriting, Marketing, Risk Improvement
FAX 888.992.6123 Personal Lines Underwriting
FAX 888.992.6125 Claims
FAX 888.992.6126 General, Accounting, Audit, Records
www.emcins.com

February 11, 2020

Bonnie Michiels
607 N. Winnebago
De Pere, WI 54115

RE: Claim Number: 1576108
Claimant: Bonnie Michiels
Insured: City of De Pere
Date of Loss: 10/24/19
Location: 607 N. Winnebago

Dear Ms. Michiels:

We are the liability insurance carrier for the City of De Pere and I am handling a liability claim for our insured for water damage at your residence located at 607 N. Winnebago Street.

Based upon our investigation, our insured did not have notice of the water main break near your residence. Upon receiving a call, the City of De Pere Department of Public Works immediately responded and repaired the water service.

The City of De Pere had no prior notice of an issue with this water main prior to this incident. The policy under which this claim was submitted is one of liability insurance. It is our obligation to pay only for claims for which our policyholder is legally responsible.

In addition, the City of De Pere is immune from liability under Wisconsin Statute 893.80(4), also known as the government immunity statute. The Wisconsin Supreme Court in Milwaukee Metropolitan Sewage District v. City of Milwaukee has ruled that decisions concerning the adoption, design and implementation of a public works system are discretionary, legislative decisions for which a municipality is immune.

We do not feel there was any negligence on the part of our policyholder. Therefore, we will be unable to assist you with payment of this claim.

Attachment: Michiels_Claim Disallowance (9278 : Resolution #20-22 Disallowance of Claim (Bonnie J. Michiels).)

EMC Insurance Companies

Since this matter involves a municipality, to challenge our decision, you will need to send the City of De Pere a letter that you are making a claim under State of Wisconsin Statute 893.80. Your letter needs to include the supporting documents as to why the City of De Pere is at fault and an itemization of your damages.

Sincerely,

Joseph Utic
Sr. Claims Adjuster
EMC INSURANCE COMPANIES
855-495-1800, ext. 3968; direct dial 262-717-3968
joe.r.utic@emcins.com

Attachment: Michiels_Claim Disallowance (9278 : Resolution #20-22 Disallowance of Claim (Bonnie J. Michiels).)

Count on EMC

EMC® Insurance Companies

P.O. Box 327
Brookfield, WI 53008-0327
Phone 855.495.1800
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FAX 888.992.6123 Personal Lines Underwriting
FAX 888.992.6125 Claims
FAX 888.992.6126 General, Accounting, Audit, Records
www.emcins.com

February 11, 2020

City of De Pere
Attn: Carey Danen
335 S Broadway
De Pere, WI 54115

Re:	Claim Number:	1576108
	Insured:	City of De Pere
	Date of Loss:	10/24/19
	Claimant:	Bonnie Michiels
	Address:	607 N. Winnebago

Dear Carey:

As you are aware, we have investigated the claim for damages presented by Bonnie Michiels claiming water damage to her residence located at 607 N. Winnebago. We have determined that the City of De Pere did not have prior notice of the water main break. We find no liability on the City and have issued a liability denial to Bonnie Michiels. We ask that the city formally review to disallow the claim. We would issue a letter from this office; however, due to statutory requirements, the letter must come from the governmental body itself.

We are asking that the City of De Pere, on its own letterhead, forward a brief letter to Bonnie Michiels. This letter should be sent certified, return receipt requested and simply state the following:

The City of De Pere is providing this letter in response to the Written Notice of Claim that was sent to the City dated February 4, 2020.

In conformance with Wisconsin Statute 893.80, the City of De Pere has officially denied your claim. No action on this claim may be brought after six (6) months following the receipt of this communication.

The letter must be kept brief, because any addition to the above body can be viewed as a complication, which may negate the disallowance.

Please forward a copy of the letter of disallowance to our office so it can become a part of our file.

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

Employers Mutual Casualty Company
EMC National Life Company
EMCASCO Insurance Company
EMC Property & Casualty Company

EMC Reinsurance Company
EMC Risk Services, LLC
EMC Underwriters, LLC

Dakota Fire Insurance Company
Hamilton Mutual Insurance Company
Illinois EMCASCO Insurance Company
Union Insurance Company of Providence

Count on EMC®

EMC Insurance Companies

Sincerely,

Joseph Utic
Sr. Claims Adjuster
EMC INSURANCE COMPANIES
855-495-1800, ext. 3968; direct dial 262-717-3968
joe.r.utic@emcins.com

Count on EMC®

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **March 3, 2020**

DEPARTMENT: **Human Resources**

FROM: **Shannon Metzler**

SUBJECT: **Resolution #20-23 Amending Various Sections and Addenda to the City of De Pere Employee Policy Manual.**

ATTACHMENTS:

- Reso20-23 (DOCX)
- Policy Manual Changes - Council 3.2020 (DOCX)
- Policy Manual Changes - Track Changes for Finance-Personnel(DOCX)

RESOLUTION #20-23

AMENDING VARIOUS SECTIONS AND ADDENDA TO THE
CITY OF DE PERE EMPLOYEE POLICY MANUAL

WHEREAS, the Finance/Personnel Committee has reviewed the proposed changes to the Employee Policy Manual as recommended by the Human Resources Director to remain competitive and current within the workforce and the needs of City employees; and

WHEREAS, the Committee recommends approval of such changes as more fully set forth below.

NOW THEREFORE BE IT HEREBY RESOLVED THAT:

The Common Council hereby approves and adopts the following substantial amendments to the City of De Pere Employee Policy Manual:

1. Section **2.2 Work Schedule**

Repeal current subsection e. and replace with:

e. Work from Home. Occasionally there may be times when it may be beneficial for the employee to work from home. This would typically be allowed for exempt level positions. In rare cases, and when it is in the best interest of the City, non-exempt employees may receive approval from their supervisor and Human Resources to work from home.

i. Examples of when employees may request working from home:
- If attending an appointment or seminar near the beginning or end of the day and it is not efficient to report in, or come back to work
- Car won't start
- Hazardous weather
- Caretaking for an ill family member

ii. Approval Process.
- Department Heads
  Partial Day: Inform City Administrator of the reason you are working from home and for what amount of time

Attachment: Reso20-23 (9273 : Resolution #20-23 Amending Various Sections and Addenda to the Employee Policy Manual.)

Full day or more: Obtain approval from the City Administrator in advance. If emergent issue, ensure approval is obtained early in the day.

- Non department head employees
  Partial Day: May or may not need supervisory approval in advance. See your supervisor to determine their expectation.

  One Full Day: Approval from supervisor in advance. If emergent issue, ensure approval is obtained early in the day.

Working from home is limited to 80 hours during a calendar year unless the City Administrator approves exceeding 80 hours in advance. Employees must track hours worked from home by adding a flag to the hours worked in Incode and noting the amount of time worked from home. Employees and their supervisor are responsible for tracking the time and ensuring the correct approval is provided.

2. Section **2.7 Recruitment, Promotions, Transfers and Assignments**

The following additions/revisions shall be made to **ADDENDUM D, RECRUITMENT POLICY**:

In Section I. GENERAL POLICY:

a. Add the following bullet point to the listing in the seventh paragraph:
   - All job offers for benefit eligible positions will be made by the Human Resources Department.

b. The subsection titled “Relocation Expenses” shall be replaced with “Interview Expenses”.

c. The reference to “Austin Straubel Airport” in Paragraph B. shall be changed to “Austin Straubel International Airport.”

d. In the third paragraph of Paragraph C., delete the phrase “, who will submit such request to the Finance/Personnel Committee for approval.”

e. Label the fourth paragraph of Paragraph C. “Relocation Expenses:” and delete the phrase “the actual, reasonable costs for the relocation of household goods,” and replace it with “relocation expenses,”.

In the paragraph entitled New Position in Section **II. CREATING, FILLING AND ELIMINATING POSITIONS**, delete “job description” and replace with “salary range”.

Attachment: Reso20-23 (9273 : Resolution #20-23 Amending Various Sections and Addenda to the Employee Policy Manual.)

3. Section **2.8 Employment of Relatives**

Add the following as the first sentence of the first paragraph:

> "The City of De Pere wants to ensure that its employment practices including employee hiring, promotion and transfer do not create the potential for conflict of interest or favoritism."; and

Add the following as the last sentence of said paragraph:

> "If employees within the same work group begin a dating relationship or become relatives, partners, or members of the same household, both employees are required to inform their supervisor and Human Resources of the relationship. All potential conflicts of interest will be determined on a case by case basis by Human Resources in a manner that protects that City's interests."

4. Section **3.4 Expressions of Sympathy**

Repeal current section and replace with:

> In the event of a death of an active regular part or full-time employee, elected official, his or her immediate family (child, spouse, parent, step-parent, parent-in-law, guardian, step-child, domestic partner, sibling or grandchild), or a former regular employee that worked for the City within the past 3 years, the department may send an expression of compassion (e.g., flowers, plant, etc.). In the event of extended hospitalization of an active regular part or full-time employee, the department may send an expression of compassion. The gift will be paid for by the City and will be signed from the City of De Pere in general. Departments should order the item from De Pere Greenhouse (or a greenhouse closest to the delivery location) for up to $75, plus the delivery amount. The bill should be sent to the Human Resources Department and will be paid out of the sundry account.

5. Section **4.9 Dress Code/Appearance and Demeanor**

Repeal current section (and ADDENDUM I) and replace with:

The purpose of this policy is to provide guidelines for employees and management as to what is and what is not appropriate work attire. This policy is not an all-inclusive list of what is and is not acceptable and employees must use sound judgment in their choice of clothing worn to work.

Attachment: Reso20-23 (9273 : Resolution #20-23 Amending Various Sections and Addenda to the Employee Policy Manual.)

This policy shall apply when employees are on City business or otherwise representing the City. Each department head has the authority to formally set additional dress code expectations to meet department needs that are consistent with those noted in this policy.

To support our culture to attract and retain the best employees, and in the spirit of flexibility, the dress code is "Dress for Your Day." Employees should use good judgment when deciding what to wear to work. Employees wear attire appropriate to their work day and anticipated interaction with customers. If an employee is expected to be meeting with external customers they would typically dress up that day. For example, a big day might call for something like a dress or a suit, or maybe even khakis and a blazer. For a low-key day, nice jeans and a polo shirt might be the answer.

Unacceptable Attire: The following is not acceptable attire for all City employees:

a. Sweatpants

b. Overly casual/distressed or worn-out pants

c. Clothes with holes or frays

d. Revealing clothing such as clothing that is too low-cut or short, tank tops (worn alone), and spaghetti strap tops/dresses (worn alone)

e. Shorts, except Street Division, Park, and Forestry Departments, and Recreation Division as outlined below.

f. Exercise wear, except Recreation Division as outlined below.

g. Baseball hats, unless approved by your supervisor

h. Leggings with short tops

i. Rubber soled flip-flops or Crocs

j. Clothing that contains political statements, slogans, or campaign-related information, offensive words, images or that references drugs, alcohol, weapons, violence, or adult style commentary.

k. If an employee may influence the determination of a contract with a vendor, the employee shall not wear any type of clothing,

Attachment: Reso20-23 (9273 : Resolution #20-23 Amending Various Sections and Addenda to the Employee Policy Manual.)

footwear or headgear that contains the name of a company or corporation that the City contracts with or uses as a vendor.

l. Any tattoos that are or may be interpreted as offensive (profanity, weapons, violence, nudity, blood, etc.) are to be covered by clothing or a bandage.

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.

Safety Shoes. For those positions that require safety shoes/boots, the employee will be reimbursed up to $125 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 is 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.

Safety Eyewear. The City of De Pere will provide suitable non-prescription protective eyewear to employees without cost depending upon the assessed need. The City will reimburse up to $125 every two years toward the lenses and frames for prescription safety eyewear for employees who are in a position where exposure to eye injuries is high. Prescription safety eyewear must have side shields. The employee will be required to pay for the eye examination. The City will provide reimbursement for replacement corrective prescription glasses that were damaged while performing City duties up to a maximum of $100 every two rolling years. Itemized receipts must be submitted within 30 days of purchase for reimbursement. All employees reimbursed for safety items will be expected to wear them at all times during working hours.

Attachment: Reso20-23 (9273 : Resolution #20-23 Amending Various Sections and Addenda to the Employee Policy Manual.)

Water Division. The Water Division uniform consists of shirts, pants and jacket. An annual uniform allowance of Two Hundred Fifty ($250.00) Dollars is credited to the account of each employee to be used for the purchase and maintenance of shirts, pants and jacket. The City may permit the employee to carry over from one year to the next year, the unused portion for the jacket purchase. The City will provide to the employee a City logo for the jacket. The employee is responsible to ensure the logo is properly attached to the jacket.

Street Division, Park, and Forestry Departments. The uniform for employees in the Street Division, Park, and Forestry Departments is provided by the City. The uniform consists of up to six T-shirts or three safety T-shirts. One safety T-shirt is considered the equivalent of two T-shirts. The City may provide replacement T-shirts annually or as needed when existing shirts are worn out. If the City deems shirts need to be replaced, then the employee shall exchange with the City the worn out shirts for new shirts. T-shirts or safety T-shirts shall be worn by the employee from May 1 to November 1 each year. The employee shall be responsible for laundering the T-shirts. If the weather requires, a coat or other outerwear may be worn over the T-shirt.

In-the-field Parks and Public Works employees may wear shorts during the summer months. Shorts shall be subject to the following minimum specifications:

a. Shorts should be of knee length or of a length not more than four inches above the knee.

b. All shorts shall be hemmed and cutoffs are prohibited.

c. Shorts should be solid in color, made of denim, cotton or similar material.

d. Shorts may not be permitted for all activities and are only permitted as authorized by a supervisor.

Mechanics Division. The City provides equipment mechanics with two pairs of coveralls. Coveralls provided by the City will be replaced by the City upon return of the worn or otherwise unusable pair. Disposable coveralls will be made available to employees filling the duties of equipment mechanic on a temporary basis. All other employees of the Mechanics Division will be provided with T-shirts as set forth in the Street Division, Park, and Forestry Departments uniform requirements above.

Recreation Division. All seasonal staff are required to wear department issued T-shirts for Summer Day Camp, Playgrounds, and Aquatics. As a general rule, program instructors should dress appropriately for the physical nature of their class. Athletic shoes and sandals are acceptable; appropriate shoes should be worn based on the type of activity involved. Capri pants and yoga pants are acceptable provided they are not

Attachment: Reso20-23 (9273 : Resolution #20-23 Amending Various Sections and Addenda to the Employee Policy Manual.)

excessively worn, torn or tattered. Shorts, including running shorts, may be worn as long as they are at least 3 inches below the buttocks. Any tattoos that are or may be interpreted as offensive (profanity, weapons, violence, nudity, blood, etc.) are to be covered by clothing or a bandage.

Battalion Chief. Battalion Chiefs will receive an initial clothing issue as outlined in Firefighter collective bargaining agreement (CBA) as well as a dress uniform. Battalion Chiefs receive future years clothing allowance as outlined in the CBA.

6. Section **4.24 Recording of Conversations** shall be created as follows:

4.24 Recording of Conversations

Secret recordings of employees are strictly prohibited unless authorized in writing by the City Attorney's Office. A violation of this provision may result in disciplinary action, including termination. The Police Department, while actively investigating a criminal matter, or with a warrant for recording phone lines, is exempt from this policy.

7. Section **5.3 Technology Use**

The following additions/revisions shall be made to **ADDENDUM Z, TECHNOLOGY USE POLICY:**

In Section **VIII. WIRELESS DEVICES**, Paragraph 2:

a. The following shall be added as the last sentence in Paragraph 2: For certain situations, non-exempt employees may be issued a wireless device.
b. Equipment, Service and Accountability. shall be revised to insert the following as the second paragraph of that subsection:
Non-exempt employees are paid for all hours worked in accordance with applicable law. Non-exempt employees must have a business reason for accessing the city network, including city e-mail, after working time and must receive advance authorization, except in event of an emergency. Working off the clock, in any form, is prohibited. Any non-exempt employee who works after hours without advance authorization will be paid. Non-exempt employees will actually record all time work in accordance with payroll policy.
c. Monthly Stipend. shall be revised by inserting the phrase "for exempt employees" after "The monthly stipend" in the first sentence; and the last sentence shall read "The stipend is $40 per month.", all in the first paragraph of that subsection; and

Attachment: Reso20-23 (9273 : Resolution #20-23 Amending Various Sections and Addenda to the Employee Policy Manual.)

The following shall be inserted as a new second paragraph of Paragraph 2d.: Non-exempt employees may receive reimbursement up to the amount an exempt/salaried employee is reimbursed. The supervisor will determine the appropriate monthly reimbursable with consultation of the HR Director. The level of stipend will be determined by a person's job duties as it relates to cell phone use and access.

8. Section **6.3 Overtime**

The last sentence of the first paragraph shall be deleted and replaced with "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). "

9. Section **6.9 Compensation Policy**

Subsection e. iii. Pay for Performance. shall be revised by deleting the phrase "who have been employed for at least one full year" from the first sentence of the Employee Eligibility paragraph.

10. Section **7.1 Sick Leave**

Repeal the first paragraph of said section and replace with:

All full-time employees and part-time employees on a prorated basis shall accrue one day per month of sick leave. Battalion Chiefs will accrue sick leave as outlined in the Firefighter collective bargaining agreement. The maximum sick leave accrual is 120 days, except as provided in bargaining agreements. Employees who have accumulated sick days in excess of 120 days (not to exceed 150 days) as of January 1, 2009, shall have such balance as their maximum accumulated sick leave balance. New hires will be credited with 12 days of sick leave, which will be earned over the employee's first year of employment. In the event an employee ends employment and has used more sick leave than has been earned, then the deficit shall be paid back to the City and shall be deducted from the employee's last paycheck as a wage overpayment.

11. Section **7.2 Vacation**

The first sentence in said section shall be deleted and replaced with: "Battalion Chiefs follow the vacation schedule as outlined in Firefighter collective bargaining agreement."

Attachment: Reso20-23 (9273 : Resolution #20-23 Amending Various Sections and Addenda to the Employee Policy Manual.)

12. Section **7.3 Vacation Donation** shall be revised by repealing lettered paragraphs a.-i. and replacing them with the following:

a. The employee must provide certification of a serious health condition to the City, usually through forms already created for FMLA.

b. The employee must have exhausted all of his or her own available paid time off, not be receiving any other City-paid benefits during this period of time and not be eligible for other voluntary or other disability benefits during this time (except health and dental benefits while on FMLA, if applicable). If the employee receives a new allotment of paid time off (i.e. the start of a new calendar year) then the employee must exhaust the new allotment of paid time off before using donated time.

    i. Employees hired prior to December 31, 2013 who were hired under the MEA and Engineering collective bargaining agreement and receive their vacation accrual on January 1 of each year based upon the number of months worked in the prior year will have access to and must also exhaust the current year's accrual. The employee will then continue accruing vacation based on the current year accrual method.

c. Employees who anticipate they will exhaust all available earned time off may request consideration for donated vacation from other employees by completing the Employee Request for Consideration of Vacation Donation form.

d. The Human Resources Department will post the request in the work area of the employee.

e. All co-workers wishing to donate unused vacation time may do so confidentially by completing the Request to Donate Vacation form.

f. The maximum an employee may donate is 40 hours of their vacation time, per request.

g. Donated vacation time will be converted to dollars by the City by multiplying the number of hours donated by the donor's hourly base pay rate at the time of processing, then converted back into hours for the recipient by dividing the dollar amount by the recipient's current rate of pay.

Attachment: Reso20-23 (9273 : Resolution #20-23 Amending Various Sections and Addenda to the Employee Policy Manual.)

h. After hours are converted, the recipient may receive up to a maximum of 60 workdays from all donations.

i. The Human Resources Department will notify the Finance Department to issue the transfer of hours and will notify the employee receiving the hours of the transaction.

j. A leave recipient who returns to work full-time with more than 6 months remaining in the year may use up to 2 weeks of donated time as vacation. Donated time that may be used for vacation is not eligible to carry forward into the next year.

k. For a leave recipient who subsequently leaves the position and is no longer an eligible employee, donated vacation hours may only be used up to the date of ineligibility or separation.

l. Any unused donations will be credited back to the donor if the recipient returns to work prior to using the donated time, which is based on a first-donated, first-used basis. Vacation time that is donated that the leave recipient has the ability to use as vacation time, as stated in j above, will be considered used for the purposes of this item; any unused donated time designated as vacation for the leave recipient at the end of the year will be returned to the donating employee.

m. In the event the employee is on an intermittent leave, the hours must be used within one year of the employee's request for vacation donation.

n. Leave donations are not tax deductible.

o. While the employee is using donated vacation time, they are considered to be in an unpaid status as outlined in 7.15, Unpaid Leave of Absence unless the employee is on approved Family Medical Leave.

p. Upon return to work, any remaining donated time may be used to payback overused accruals.

13. Section **7.4 Floating Holidays** shall be revised by adding the following sentence at the end of the first paragraph of said section:

Battalion Chiefs follow the Firefighter collective bargaining agreement for holidays, therefore are not granted floating holidays.

Attachment: Reso20-23 (9273 : Resolution #20-23 Amending Various Sections and Addenda to the Employee Policy Manual.)

14. Section **7.6 Holidays** shall be revised by adding the following sentence at the end of the first paragraph of said section:

Battalion Chiefs follow the Firefighter collective bargaining agreement for holidays.

15. Section **7.7 Voluntary Unpaid Leave Program** shall be revised by:

Deleting the sentence "For those employees who work 24-hour shifts, the maximum amount of authorized leave is two work days.";

"/Paid" shall be deleted from the second to last sentence of said section; and

Paragraph 10 of **ADDENDUM T, VOLUNTARY UNPAID LEAVE PROGRAM**, in Section I. GUIDELINES, shall be repealed and recreated as follows:

10. An employee may request voluntary unpaid time once they have 40 hours (pro-rated for part-time employees) or less of eligible leave time remaining.

16. **Section 9.1 Retirement/Resignation** shall be revised by:

Adding the following as a new second paragraph in said section:

In the event of an involuntary termination of a regular or non-benefit eligible employee, the Human Resources Director or Human Resources Generalist must approve the termination prior to the termination taking place. The Human Resources Director or Human Resources Generalist must be present at all termination meetings for benefit eligible employees.; and

ADDENDUM BB, RETIREMENT/RESIGNATION shall be revised by creating a new **Section III. RETIREMENT/RESIGNATION RECOGNITION**, with the current **III. EARNED BENEFITS** being relabeled as **IV.**

III. RETIREMENT/RESIGNATION RECOGNITION

The retirement/resignation recognition policy has been created to provide formal recognition to employees who have served the City of De Pere, either through regular full-time or part-time employment.

When an employee retires or resigns, the department may arrange appropriate recognition for this significant event in an employee's career. The department is authorized to purchase a cake for employees who have less than 5 years of service, a one-time expenditure of up to $100 for employees who have 5-14 years of service, and up to $250 for employees who have 15 or more years of service for this purpose, payable from the sundry account. For employee with 5 or more years of service, the money may be used for food/drinks (excludes alcoholic beverages) and other expenses in connection for a city wide party, either at a City building or off-site. For City wide parties, an invitation should be emailed to all City employees and a notice hung at locations for employees without access to email. The form of recognition may be tailored to the individual's needs, interest, and desires. However, it must be in good taste and not something that would bring discredit or embarrassment to the City. Additional gifts, luncheons, and parties given in honor of the employee, on an individual or departmental basis will not be paid for by the department or City.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of

March, 2020.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Carey E. Danen, City Clerk

Ayes: ______

Nays: ______

Attachment: Reso20-23 (9273 : Resolution #20-23 Amending Various Sections and Addenda to the Employee Policy Manual.)

CITY OF DE PERE MEMO

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Date: February 11, 2020

RE: Policy Manual Changes

Note: At the February 11, 2020, Finance/Personnel Committee the below recommendations were approved unanimously.

The new *Employee Policy Manual* was created and adopted by the Common Council in 2013. To remain competitive and current with the workforce and needs of the employees, we periodically recommend changes. There are a number of changes we will be making to clarify language (for ease of drafting the resolution language regarding section 7.3, Vacation Donation, the resolution includes the changes outlined below as well as the clarifying language changes), 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**
- Expanded the work from home policy to allow employees to work from home up to 80 hours per calendar year with approval of their supervisor.

2.7 **Recruitment Policy**
- Added that all job offers for benefit eligible positions will be made by the Human Resources Office.
- Allow City Administrator to authorize exceptions to the interview expenses policy.
- Updated relocation expenses to be relocation expenses instead of cost of actual relocation of household goods.
- When a new position is created, Finance/Council shall approve the salary range for the position instead of the job description.

2.8 **Employment of Relative**
- Added what happens if a relationship develops within the same work group during the course of employment.

3.4 **Expressions of Sympathy**
- Added ability to send an expression of sympathy for the death of an immediate family member of an elected official.
- Increased amount allowed for an expression of sympathy to $75 plus cost of delivery.

4.9 **Dress Code/Appearance and Demeanor**
- Changed policy to allow employees to dress for their day.

- Added Battalion Chiefs will receive an initial clothing allowance then follow the clothing allowance outlines in the Firefighter collective bargaining agreement.

4.24 **Recording of Conversations**
- Added a new section that secret recordings are strictly prohibited unless authorized in writing by legal counsel.

5.3 **Technology Use**
- Added that non-exempt employees may receive a reimbursement for business use of a personal cell phone, up to the amount of a salaried employee.

6.3 **Overtime**
- Allow exempt employees who are performing services outside of their regular work schedule for another employer on behalf of the City of De Pere to receive additional compensation, above their regular salary, up to the amount the City is reimbursed from the other employer.

6.10 **Compensation Policy**
- Remove the requirement that an employee must be employed at least one full year to receive a performance award.

7.1 **Sick Leave**
- Credit new hire, non-represented employees with 12-days (one year) of sick leave. Employees will earn the sick leave over the course of their first year of employment.
- Added Battalion Chiefs will accrue sick leave as outlined in the Firefighter collective bargaining agreement.

7.2 **Vacation**
- Added Battalion Chiefs follow the vacation schedule as outlined in Firefighter collective bargaining agreement.

7.3 **Vacation Donation**
- Employees hired under the MEA and Engineering collective bargaining agreement and receive their vacation accrual on January 1 of each year based upon the number of months worked in the prior year will have access to and must also exhaust the current year's accrual. The employee will then continue accruing vacation based on the current year accrual method.
- Allow a leave recipient who returns to work with more than 6 months remaining in the year may use up to 2 weeks of donated time as vacation.
- Upon return to work, allow employees to use remaining donated vacation time to pay back overused paid time off accruals.

7.4 **Floating Holidays**
- Added Battalion Chiefs follow the Firefighter collective bargaining agreement for holidays therefore are not granted floating holidays.

7.6 **Holidays**
- Added Battalion Chiefs follow the Firefighter collective bargaining agreement for holidays.

Attachment: Policy Manual Changes - Council 3.2020 (9273 : Resolution #20-23 Amending Various Sections and Addenda to the Employee

7.7 **Voluntary Unpaid Leave Program**

- Allow employees to use unpaid time when they have 40 hours or less of eligible leave time remaining.

9.1 **Retirement/Resignation**

- Added the Human Resources Director or Human Resources Generalist must approve a termination prior to the termination taking place and be present at all benefit eligible termination meetings.
- Added retirement/resignation recognition policy.

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

2.2 Work Schedule

e. Work from Home. Occasionally ~~it may be in the best interest of the City, the employee and the department to have an employee perform work duties from home. These instances are rare and only utilized when the interests of the City necessitate such an arrangement. The department head of each individual department is responsible for administrating this program as needed and with the approval of the City Administrator. The work from home program is typically for exempt employees only.~~there may be times when it may be beneficial for the employee to work from home. This would typically be allowed for exempt level positions. In rare cases, and when it is in the best interest of the City, non-exempt employees may receive approval from their supervisor and Human Resources to work from home.

i. Examples of when employees may request working from home:
- If attending an appointment or seminar near the beginning or end of the day and it is not efficient to report in, or come back to work
- Car won't start
- Hazardous weather
- Caretaking for an ill family member

ii. Approval Process.
- Department Heads
  Partial Day: Inform City Administrator of the reason you are working from home and for what amount of time

  Full day or more: Obtain approval from the City Administrator in advance. If emergent issue, ensure approval is obtained early in the day.

- Non department head employees
  Partial Day: May or may not need supervisory approval in advance. See your supervisor to determine their expectation.

  One Full Day: Approval from supervisor in advance. If emergent issue, ensure approval is obtained early in the day.

Working from home is limited to 80 hours during a calendar year unless the City Administrator approves exceeding 80 hours in advance. Employees must track hours worked from home by adding a flag to the hours worked in Incode and noting the amount of time worked from home. Employees and their supervisor are responsible for tracking the time and ensuring the correct approval is provided.

2.7 Recruitment, Promotions, Transfers and Assignments

The hiring process is determined in the following manner:

- Police and Fire subordinates: Appointed to office by the Chief and approved by the Police and Fire Commission. The Police and Fire Chiefs shall be appointed by the Police and Fire Commission. Non-subordinate police and fire department employees are hired as all other positions below.
- City Officers: Appointed by the Mayor (except for the Police and Fire Chiefs, who are appointed by the Police and Fire Commission) and confirmed by the City Council.
- City Administrator: Appointed by the Common Council.
- All other positions: Hired by the recruiting department head and the Human Resources Director or designee.
- All job offers for benefit eligible positions will be made by the Human Resources Department.

Formal appointment of supervisory personnel by the City Administrator to a higher classification on a temporary basis in order to fill a vacancy is considered an "acting appointment."

Regular part-time and full-time employees shall be given a new-hire gift purchased by the Human Resources Department and charged to the sundry account.

~~Relocation Expenses~~Interview Expenses: Applicants who are qualified for department head or supervisory positions and who travel to De Pere for an employment interview may be reimbursed for expenses under the following conditions:

A. Interview expenses will normally be limited to no more than three candidates for each position.

B. Expenses for interviews shall be limited to travel expenses such as hotel, mileage and food as identified in City policy. Automobile travel will be reimbursed at the same rate allowed for City employees for use of their personal automobile. Air travel will be reimbursed from the airport nearest the candidate's address to Austin Straubel International Airport.

C. Payment of expenses must be approved in advance by the City Administrator.

Exceptions to this policy, including the number of candidates authorized for interview, must be sufficiently justified in writing and presented in advance to the City Administrator.~~, who will submit such request to the Finance/Personnel Committee for approval.~~

Relocation Expenses: When an applicant is selected for a supervisory position with the City, the City may pay ~~the actual, reasonable costs for the relocation of household goods,~~ relocation expenses up to a maximum of $5,000.

Attachment: Policy Manual Changes - Track Changes for Finance-Personnel (9273 : Resolution #20-23 Amending Various Sections and

II. CREATING, FILLING AND ELIMINATING POSITIONS

New Position: The Finance/Personnel Committee shall approve the creation of and ~~job description~~salary range for any new position added to the City's table of organization.

2.8 Employment of Relatives

The City of De Pere wants to ensure that its employment practices including employee hiring, promotion and transfer do not create the potential for conflict of interest or favoritism. Immediate family members will not be employed in the same work group. Ordinarily, a work group will be defined as a department; in some instances a division within a division may be considered a work group. If employees within the same work group begin a dating relationship or become relatives, partners, or members of the same household, both employees are required to inform their supervisor and Human Resources of the relationship. All potential conflicts of interest will be determined on a case by case basis by Human Resources in a manner that protects that City's interests.

3.4 Expressions of Sympathy

In the event of a death of an active regular part or full-time employee, elected official, his or her immediate family (child, spouse, parent, step-parent, parent-in-law, guardian, step-child, domestic partner, sibling or grandchild), ~~an elected official~~, or a former regular employee that worked for the City within the past 3 years, the department may send an expression of compassion (e.g., flowers, plant, etc.) In the event of extended hospitalization of an active regular part or full-time employee the department may send an expression of compassion. The gift will be paid for by the City and will be signed from the City of De Pere in general. Departments should order the item from De Pere Greenhouse (or a greenhouse closest to the delivery location) for up to $~~50~~75, ~~which includes~~ plus the delivery amount. The bill should be sent to the Human Resources Department and will be paid out of the sundry account.

4.9 Dress Code/Appearance and Demeanor

The purpose of this policy is to provide guidelines for employees and management as to what is and what is not appropriate work attire. This policy is not an all-inclusive list of what is and is not acceptable and employees must use sound judgment in their choice of clothing worn to work.

This policy shall apply when employees are on City business or otherwise representing the City. Each department head has the authority to formally set additional dress code expectations to meet department needs that are consistent with those noted in this policy.

To support our culture to attract and retain the best employees, and in the spirit of flexibility, the dress code is "Dress for Your Day". Employees should use good judgment when deciding what to wear to work. Employees wear attire appropriate to their work day and anticipated interaction with customers. If an employee is expected to be meeting with external customers they would typically dress up that day. For example, a big day might call for something like a dress or a suit, or maybe even khakis and a blazer. For a low-key day, nice jeans and a polo might be the answer.

~~Visitors, citizens and customers can form a long lasting impression about the City of De Pere on the basis of appearance of staff. Although the City recognizes a general business casual working environment for administrative professionals, appropriate attire depends on the degree of public contact, nature of work and safety issues~~concerns~~. The dress code for Monday through Thursday is normally business casual. The dress code for Friday is normally casual.~~

~~**PURPOSE**~~

~~City employees present the first impression of the City of De Pere to members of the public and, therefore, must present a professional image at all times. Professional attire complements an environment that reflects an efficient, orderly and professionally operated organization.~~

~~The purpose of this policy is to provide guidelines for employees and management as to what does and does not constitute appropriate professional attire. This policy is not an all-inclusive list of what is and is not acceptable and employees must use sound judgment in their choice of clothing worn to work.~~

~~This policy shall apply when employees are on City business or otherwise representing the City. Each department head has the authority to formally set additional dress code expectations to meet department needs that are consistent with those noted in this policy.~~

~~**POLICY**~~

~~Appropriate attire depends upon the degree of public contact, nature of work, and safety issues~~ ~~concerns~~~~. While each employee is responsible for utilizing these guidelines to decide what is appropriate to wear for work, management reserves the right to determine the appropriateness of any disputed attire.~~

~~ADMINISTRATIVE AND OFFICE EMPLOYEES~~

~~A business casual dress code is appropriate for City employees Monday through Thursday.~~

~~Appropriate business casual dress:~~

~~Clothing that projects a professional image. All clothing shall be clean, pressed and without tears, patches, rips or holes.~~

~~Slacks, dress pants, or pants similar in style to Dockers or other makers of cotton, synthetic, wool or flannel pants.~~

~~Casual shirts, dress shirts, sweaters, vests, sleeveless sweaters and shirts, golf-type shirts, and turtlenecks.~~

~~Suit jackets and sport jackets.~~

~~Dress shoes, dress boots, and open toe shoes (including sandals)~~

~~Non-blue denim jeans, if approved by the department head.~~

~~Leggings are allowed as long as the top garment covers the individual's buttocks.~~

~~A casual dress code is appropriate for City employees on Fridays. Employees are expected to present a neat appearance and shall not wear items classified as "Unacceptable Attire."~~

~~Appropriate casual Friday dress:~~

~~Jeans/denim skirts in good condition / (i.e., not ripped or tattered);~~

~~Sweatshirts/denim shirts/ t-shirts;~~

~~Casual dresses and skirts;~~

~~Green Bay Packers/football team attire will be allowed on the day of, or the Friday prior to, Packers games. Jeans are allowed on the day of a Packers game (non-Friday) as long as football team attire is worn.~~

Unacceptable Attire: The following is not acceptable attire for all City employees:

a. Sweatpants

b. Overly casual/distressed or worn-out pants

c. Clothes with holes or frays

Attachment: Policy Manual Changes - Track Changes for Finance-Personnel (9273 : Resolution #20-23 Amending Various Sections and

d. Revealing clothing such as clothing that is too low-cut or short, tank tops (worn alone), and spaghetti strap tops/dresses (worn alone)~~,~~

e. Shorts, except Street Division, Park, and Forestry Departments, and Recreation Division as outlined below.

f. Exercise wear, except Recreation Division as outlined below.

g. Baseball hats, unless approved by your supervisor

h. Leggings with short tops

i. Rubber soled flip-flops or Crocs

~~a. Clothing that is tight, sheer or otherwise reveals the midriff, buttocks or cleavage.~~

~~b. Clothing that is so loose/ baggy that undergarments or skin are visible when moving around, bending or reaching.~~

~~c. Clothing that contains offensive words, cartoons, images or that references drugs, alcohol, weapons, violence, adult style commentary or promotes specific products.~~

~~d.~~j. Clothing that contains political statements, slogans~~,~~ or campaign-related information, offensive words, images or that references drugs, alcohol, weapons, violence, or adult style commentary.

~~e.~~k. If an employee may influence the determination of a contract with a vendor, the employee shall not wear any type of clothing, footwear or headgear that contains the name of a company or corporation that the City contracts with or uses as a vendor.

~~f. Blue denim jeans (with the exception of Fridays and Packers game days), bib overalls, sweatpants, exercise pants, warm-up suits, and any spandex-like material pants.~~

~~g. Shorts/culottes/skorts, tight skirts, mini-skirts, strapless dresses, and spaghetti strap shirts/dresses, midriff tops, halter tops and tube tops.~~

~~h. Shower footwear, beach flip-flops, or slippers.~~

~~i.~~l. Any tattoos that are or may be interpreted as offensive (profanity, weapons, violence, nudity, blood, etc.) are to be covered by clothing or a bandage.

Attachment: Policy Manual Changes - Track Changes for Finance-Personnel (9273 : Resolution #20-23 Amending Various Sections and

~~j. Hats~~

~~2. Seasonal Attire:~~

~~The following is acceptable attire during warm weather months:~~

~~a. Capri pants may be worn as general attire Monday through Friday. Capris must be at least two inches below the knee, with no excessive cargo pockets. Denim Capris will only be allowed on casual Fridays.~~

~~b. Dress sandals will be allowed as appropriate footwear; however, beach attire, flip flops or casual sandals are unacceptable.~~

III. NON-OFFICE EMPLOYEES

The specific attire requirements ~~of Section VVVVVI of this policy~~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 working in the field or who are performing manual duties may wear attire such as jeans or similar attire that is appropriate to the type of work being performed by the employee. This exception must be approved in advance by the department head.~~

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

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

Safety Shoes. For those positions that require safety shoes/boots, the employee will be reimbursed up to $~~100~~ 125 annually for approved ANSI Standard Safety Shoes or Boots. ~~Effective January 1, 2019, employees will be reimbursed up to $125 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 is 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. ~~.~~

Safety Eyewear. The City of De Pere will provide suitable non-prescription protective eyewear to employees without cost depending upon the assessed need. The City will reimburse up to $125 every two years toward the lenses and frames for prescription safety eyewear for employees who are in a position where exposure to eye injuries is high. Prescription safety eyewear must have side shields. The employee will be required to pay for the eye examination. The City will provide reimbursement for replacement corrective prescription glasses that were damaged while performing City duties up to a maximum of $100 every two rolling years. Itemized receipts must be submitted within 30 days of purchase for reimbursement. All employees reimbursed for safety items will be expected to wear them at all times during working hours.

Water Division. The Water Division uniform consists of shirts, pants and jacket. An annual uniform allowance of Two Hundred Fifty ($250.00) Dollars is credited to the account of each employee to be used for the purchase and maintenance of shirts, pants and jacket. The City may permit the employee to carry over from one year to the next year, the unused portion for the jacket purchase. The City will provide to the employee a City logo for the jacket. The employee is responsible to ensure the logo is properly attached to the jacket.

Street Division, Park, and Forestry Departments. The uniform for employees in the Street Division, Park, and Forestry Departments is provided by the City. The uniform consists of up to six T-shirts or three safety T-shirts. One safety T-shirt is considered the equivalent of two T-shirts. The City may provide replacement T-shirts annually or as needed when existing shirts are worn out. If the City deems shirts need to be replaced, then the employee shall exchange with the City the worn out shirts for new shirts. T-shirts or safety T-shirts shall be worn by the employee from May 1 to November 1 each year. The employee shall be responsible for laundering the T-shirts. If the weather requires, a coat or other outerwear may be worn over the T-shirt.

In-the-field Parks and Public Works employees may wear shorts during the summer months. Shorts shall be subject to the following minimum specifications:

a. Shorts should be of knee length or of a length not more than four inches above the knee.

b. All shorts shall be hemmed and cutoffs are prohibited.

c. Shorts should be solid in color, made of denim, cotton or similar material.

d. Shorts may not be permitted for all activities and are only permitted as authorized by a supervisor.

Mechanics Division. The City provides equipment mechanics with two pairs of coveralls. Coveralls provided by the City will be replaced by the City upon return of the worn or otherwise unusable pair. Disposable coveralls will be made available to employees filling the duties of equipment mechanic on a temporary basis. All other employees of the Mechanics Division will be provided with T-shirts as set forth in the Street Division, Park, and Forestry Departments uniform requirements above.

Recreation Division. All seasonal staff are required to wear department issued T-shirts for Summer Day Camp, Playgrounds, and Aquatics. As a general rule, program

Attachment: Policy Manual Changes - Track Changes for Finance-Personnel (9273 : Resolution #20-23 Amending Various Sections and

instructors should dress appropriately for the physical nature of their class. Athletic shoes and sandals are acceptable; appropriate shoes should be worn based on the type of activity involved. Capri pants and yoga pants are acceptable provided they are not excessively worn, torn or tattered. Shorts, including running shorts, may be worn as long as they are at least 3 inches below the buttocks. Any tattoos that are or may be interpreted as offensive (profanity, weapons, violence, nudity, blood, etc.) are to be covered by clothing or a bandage.

Battalion Chief. Battalion Chiefs will receive an initial clothing issue as outlined in Firefighter collective bargaining agreement (CBA) as well as a dress uniform. Battalion Chiefs receive future years clothing allowance as outlined in the CBA.

4.24 Recording of Conversations

Secret recordings of employees are strictly prohibited unless authorized in writing by the City Attorney's Office. A violation of this provision may result in disciplinary action, including termination. The Police Department, while actively investigating a criminal matter, or with a warrant for recording phone lines, is exempt from this policy.

5.3 Technology Use

VIII. WIRELESS DEVICES

2. The City may issue a wireless device to certain employees for conducting City business. Department Heads may authorize Fair Labor Standards Act (FLSA) exempt employee(s), whose use of an electronic device for phone and data access is determined to be necessary to carry out job responsibilities, to use their personal electronic device and service for city business in place of a city issued device and service. For certain situations, non-exempt employees may be issued a wireless device.

    a. Requests for Wireless Data Telecommunications Service. A written request for approval to use one's personal wireless device and service must be approved by the employee's department head and forwarded to the IT Department and the payroll department.

    Approval of use of a personal wireless device will be rescinded when no longer justified by business requirements or when the employee has failed to comply with City policies or expectations of acceptable use as determined by the user's department head. Rescission of this approval may occur at any time at the discretion of the City.

    b. Equipment, Service and Accountability. All personal wireless devices used by employees must be approved by the IT Director. All personal wireless devices

Attachment: Policy Manual Changes - Track Changes for Finance-Personnel (9273 : Resolution #20-23 Amending Various Sections and

shall be purchased by the employee at the employee's expense. The City will not be responsible for initiating or terminating personal cellular service. Devices are the sole responsibility of the wireless users, and the City assumes no responsibility for personal devices.

Non-exempt employees are paid for all hours worked in accordance with applicable law. Non-exempt employees must have a business reason for accessing the city network, including city e-mail, after working time and must receive advance authorization, except in event of an emergency. Working off the clock, in any form, is prohibited. Any non-exempt employee who works after hours without advance authorization will be paid. Non-exempt employees will actually record all time work in accordance with payroll policy.

~~b.~~c. Loss, Theft or Damage. The City assumes no responsibility for the loss, theft or damage of a personal wireless device. Repair and replacement of the personal device is at the sole expense and discretion of the employee.

d. Monthly Stipend. The monthly stipend for exempt employees shall be approximately 50% of the City's average cost for a full cell phone and data plan service available on City-issued phones. Such stipend shall be set on a yearly basis by the City Administrator. ~~In 2012, t~~The stipend ~~was~~ is $40 per month.

Non-exempt employees may receive reimbursement up to the amount an exempt/salaried employee is reimbursed. The supervisor will determine the appropriate monthly reimbursable with consultation of the HR Director. The level of stipend will be determined by a person's job duties as it relates to cell phone use and access.

The monthly stipend may be taxable income to the employee and will be reported annually on the employee's W-2 form. The stipend is intended to reimburse employees for use of their personal equipment and service for City business only.

Stipend payment will be prorated for all months when service is not continued for the full month. The employee agrees to reimburse through payroll deduction any stipend paid that was not earned.

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 ~~O~~only non-exempt employees will be

Attachment: Policy Manual Changes - Track Changes for Finance-Personnel (9273 : Resolution #20-23 Amending Various Sections and

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 flexes 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).

6.10 Compensation Policy

iii. Pay for Performance.

Employee Eligibility. Regular full time non-represented employees and part time employees ~~who have been employed for at least one full year~~ are eligible for performance awards. Employees who have had a written warning or higher during the 12 months prior to the recommendation deadline are not eligible for a performance award. Employees must be actively employed at the time of the performance disbursement. Employees who are on paid or unpaid leave due to disciplinary action by the City are not considered actively employed for purposes of eligibility. The City Administrator has the ability to withhold performance awards for employees that are under investigation.

7.1 Sick Leave

All full-time employees and part-time employees on a prorated basis shall accrue one day per month of sick leave. Battalion Chiefs will accrue sick leave as outlined in the Firefighter collective bargaining agreement. The maximum sick leave accrual is 120 days, except as provided in bargaining agreements. Employees who have accumulated sick days in excess of 120 days (not to exceed 150 days) as of January 1, 2009, shall have such balance as their maximum accumulated sick leave balance. New hires will be credited with 12 days of sick leave, which will be earned over the employee's first year of employment. In the event an employee ends employment and has used more sick leave than has been earned, then the deficit shall be paid back to the City and shall be deducted from the employee's last paycheck as a wage overpayment.

7.2 Vacation

Battalion Chiefs follow the vacation schedule as outlined in Firefighter collective bargaining agreement.~~Non-union sworn public safety employees follow the public safety union vacation schedule.~~

7.3 Vacation Donation

When an employee or his or her family member has a serious health condition requiring excessive amounts of time off work, other co-workers may wish to donate their unused vacation. The benefit of this policy is that it creates a family-like, team environment and mutually benefits the donor and the recipient.

b. The employee must have exhausted all of his or her own available paid time off, not be receiving any other City-paid benefits during this period of time and not be eligible for other voluntary or other disability benefits during this time (except health and dental benefits while on FMLA, if applicable). If the employee receives a new allotment of paid time off (i.e. the start of a new calendar year) then the employee must exhaust the new allotment of paid time off before using donated time.

i. Employees hired prior to December 31, 2013 who were hired under the MEA and Engineering collective bargaining agreement and receive their vacation accrual on January 1 of each year based upon the number of months worked in the prior year will have access to and must also exhaust the current year's accrual. The employee will then continue accruing vacation based on the current year accrual method.

j. A leave recipient who returns to work full-time with more than 6 months remaining in the year may use up to 2 weeks of donated time as vacation. Donated time that may be used for vacation is not eligible to carry forward into the next year.

l. Any unused donations will be credited back to the donor if the recipient returns to work prior to using the donated time, which is based on a first-donated, first-used basis. Vacation time that is donated that the leave recipient has the ability to use as vacation time, as stated in j above, will be considered used for the purposes of this item; any unused donated time designated as vacation for the leave recipient at the end of the year will be returned to the donating employee.

p. Upon return to work, any remaining donated time may be used to payback overused accruals.

7.4 Floating Holidays

Employees have four floating holidays to use throughout the year which are earned in a pro rata manner across the year. No payment will be made for accrued but unused floating holidays upon dismissal of employment (voluntary or involuntary). Battalion Chiefs follow the Firefighter collective bargaining agreement for holidays therefore are not granted floating holidays.

7.6 Holidays

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

7.7 Voluntary Unpaid Leave Program

In order to reduce City expenses, a voluntary unpaid leave program for regular full-time and part-time employees exists. The maximum amount of authorized voluntary unpaid leave is five days per year for full-time employees and a prorated amount for part-time employees. ~~For those employees who work 24-hour shifts, the maximum amount of authorized leave is two workdays.~~ The days do not need to be taken at one time and can be requested to be taken intermittently throughout the year. The Voluntary Unpaid Leave Program is in addition to and not related to the Unpaid~~/Paid~~ Leave of Absence program in Section **Error! Reference source not found.**.

10. An employee~~'s~~ may request voluntary unpaid time once they have ~~accrued benefits, such as administrative time, vacation and floating holidays~~ 40 hours (pro-rated for part-time employees) or less of eligible leave time remaining. ~~have to be exhausted before voluntary unpaid leave is requested~~.

9.1 Retirement/Resignation

PURPOSE

An employee's employment with the City may end by termination, resignation or retirement. As used in this policy, the terms retire or retirement have special meaning compared to termination or resignation.

In the event of an involuntary termination of a regular or non-benefit eligible employee, the Human Resources Director or Human Resources Generalist must approve the termination prior to the termination taking place. The Human Resources Director or Human Resources Generalist must be present at all termination meetings for benefit eligible employees.

II. RETIREMENT/RESIGNATION RECOGNITION

The retirement/resignation recognition policy has been created to provide formal recognition to employees who have served the City of De Pere, either through regular full-time or part-time employment.

When an employee retires or resigns, the department may arrange appropriate recognition for this significant event in an employee's career. The department is authorized to purchase a cake for employees who have less than 5 years of service, a one-time expenditure of up to $100 for employees who have 5-14 years of service, and up to $250 for employees who have 15 or more years of service for this purpose,

Attachment: Policy Manual Changes - Track Changes for Finance-Personnel (9273 : Resolution #20-23 Amending Various Sections and

payable from the sundry account. For employee with 5 or more years of service, the money may be used for food/drinks (excludes alcoholic beverages) and other expenses in connection for a city wide party, either at a City building or off-site. For City wide parties, an invitation should be emailed to all City employees and a notice hung at locations for employees without access to email. The form of recognition may be tailored to the individual's needs, interest, and desires. However, it must be in good taste and not something that would bring discredit or embarrassment to the City. Additional gifts, luncheons, and parties given in honor of the employee, on an individual or departmental basis will not be paid for by the department or City.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **March 3, 2020**

DEPARTMENT: **Human Resources**

FROM: **Shannon Metzler**

SUBJECT: **Resolution #20-24 Approving the Compensation Plan Grade Level Assignment of Park Maintenance Leadperson Position.**

ATTACHMENTS:

- Reso20-24 (DOCX)
- memo to finance and Council create Park Maintenance Leadperson (DOCX)

RESOLUTION #20-24

APPROVING THE COMPENSATION PLAN GRADE LEVEL ASSIGNMENT OF
PARK MAINTENANCE LEADPERSON POSITION

WHEREAS, the Park, Recreation & Forestry Department has created a Park Maintenance Leadperson position as part of its 2020 approved budget; and

WHEREAS, the City has utilized the services of its compensation consultant, Carlson Dettmann Consulting, LLC ("Consultant"), to perform market evaluation analyses for newly created positions of similar responsibility, and based upon Consultant's review, it is recommended that the Park Maintenance Leadperson be assigned to Grade G of City's Plan, with an additional $1.00 per hour being paid over the assigned hourly rate; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council hereby amends its Classification and Compensation Plan by creating the position of Park Maintenance Leadperson and assigning said position to Grade G of the Plan, with an additional $1.00 per hour paid over the assigned hourly rate.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of March, 2020.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Carey E. Danen, City Clerk

Ayes:______
Nays:______

Attachment: Reso20-24 (9275 : Reso #20-24 Approving the Comp. Plan Grade Level Assignment for Park Maintenance Leadperson.)

Memo City of De Pere

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
RE: Consideration and Possible Action to Establish Pay Rate for New Park Maintenance Leadperson
Date: February 12, 2020

Note: At the February 11, 2020 Finance/Personnel Committee the below recommendation was approved unanimously.

In the 2020 Park Recreation & Forestry budget, a Park Maintenance Leadperson position was approved. The purpose of this memo is to establish the appropriate wage rate for the position.

The Park's department currently has a Park Maintenance Worker position at pay grade level G. A few years ago we created a DPW Equipment Operator Leadperson. The position was evaluated by our compensation consultant and slotted at the same pay grade as the DPW Equipment Operators, but paid an additional $1.00 per hour. Therefore, I'm recommending a $1.00 be added to pay grade G for this position.

Grade G ($1.00 added) Salary Range: $21.43-$29.03 ($24.35 Control Point)

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 3, 2020**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Resolution #20-25 Authorizing Agreement for Consulting Services Between the City of De Pere and McMahon Associates, Inc. (Design, Bidding and Construction Management - Legion Park Restroom Building).**

The Board of Park Commissioners, at the February 20, 2020 meeting, approved accepting the proposal from McMahon Engineering and Architects for $16,900 for the engineering and construction management of the Legion Park restroom building. The motion passed unanimously with a 5-0 vote. We received two bids for the Request for Proposal on engineering and construction management of the Legion Park Restrooms. After reviewing the bids, staff recommended accepting the bid from McMahon Engineering and Architects in the amount of $16,900. The complete set of bids is included in your packet.

ATTACHMENTS:

- Reso20-25 (DOCX)
- Consultant Agreement-McMahon Associates, Inc.(Legion Restroom-Design Specifications, Bidding and Construction Management)2-26-20 (PDF)
- Exhibit A-McMahon Associates, Inc. Consultant Agreement (PDF)
- Exhibit B - City of De Pere Legion Restroom Building Proposal 01.31.2020 (PDF)

RESOLUTION #20-25

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES
BETWEEN THE CITY OF DE PERE AND MCMAHON ASSOCIATES, INC.
(Design, Bidding and Construction Management – Legion Park Restroom Building)

WHEREAS, the City is in need of contracting with an engineering and architectural consulting firm to provide design specifications, bidding assistance and construction management services regarding the construction of a new restroom building in Legion Park; and

WHEREAS, McMahon Associates, Inc. has available and offers to provide qualified personnel and necessary equipment to accomplish such services within the required timeframe; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and City Clerk are authorized and directed to execute the Agreement for Services Between the City of De Pere and McMahon Associates, Inc., as is attached hereto and incorporated herein as Exhibit 1, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of March, 2020.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Carey E. Danen, City Clerk

Ayes:________
Nays:________

Attachment: Reso20-25 (9285 : Reso #20-25 Authorizing Agreement with McMahon Assocs. for Legion Park Restroom Building)

AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND MCMAHON ASSOCIATES, INC.
(Design, Bidding and Construction Management - Legion Park Restroom Building)

THIS AGREEMENT made and entered into this ___ day of ________________, 2020, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and GRAEF-USA, Inc., d/b/a GRAEF, a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with an engineering and architectural consulting firm to provide design specifications, bidding assistance and construction management services regarding the construction of a new restroom building in City's Legion Park.

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

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in City's Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated January 31, 2019 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

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

II. SCOPE OF CONSULTING SERVICES

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

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant with an aerial view of Legion Park identifying the known utilities and current location of the restroom building, as well as other applicable information or items concerning the project as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

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

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

V. OWNERSHIP AND FORM OF DOCUMENTS

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

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

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

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

VI. CONFIDENTIALITY OF INFORMATION

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

VII. TIME FOR COMPLETION

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

VIII. COMPENSATION

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

IX. RESPONSIBILITY OF CONSULTANT

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

X. NON-DISCRIMINATION/COMPLIANCE WITH STATE AND FEDERAL LAWS

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

XI. INSURANCE

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

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

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

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

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

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

XII. ALLOCATION OF RISKS

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

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

XIII. SUBCONTRACTS

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

XIV. ASSIGNMENT

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

XV. INTEGRATION

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

XVI. JURISDICTION

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

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal progress in the performance of the work impossible. The Consultant may request that work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Consultant through no fault of Consultant. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

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

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

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

XIX. MEDIATION

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

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

Attachment: Consultant Agreement-McMahon Associates, Inc.(Legion Restroom-Design Specifications, Bidding and Construction

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

XX. NOTICES

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

If to City:
City of De Pere
Attn: City Clerk
335 South Broadway Street
De Pere, WI 54115

If to Consultant:
McMahon Associates, Inc.
Attn: Michael J. McMahon, AIA, NCARB
Executive Vice President/Senior Architect
1445 McMahon Drive; P.O. Box 1025
Neenah, WI 54957-1025

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

MCMAHON ASSOCIATES, INC.	CITY OF DE PERE, WISCONSIN
By: ______________________________ Michael J. McMahon, AIA, NCARB Exec. Vice President/Senior Architect	By: ___________________________________ Michael J. Walsh, Mayor
By: _______________________________ Name: ____________________________	By: ___________________________________ Carey E. Danen, City Clerk

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Request for Proposals

Legion Restroom Building – Design specifications, bidding and construction oversight

DE PERE

Attachment: Exhibit A-McMahon Associates, Inc. Consultant Agreement (9285 : Reso #20-25 Authorizing Agreement with McMahon Assocs. for

Request for Proposals

Legion Restroom Building – Design specifications, bidding and construction oversight

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Table of Contents:

Attachment: Exhibit A-McMahon Associates, Inc. Consultant Agreement (9285 : Reso #20-25 Authorizing Agreement with McMahon Assocs. for

Request for Proposals

Legion Restroom Building – Design specifications, bidding and construction oversight

I. Introduction

A. Project Summary

The City of De Pere of De Pere is seeking proposals from experienced consultants to provide design specifications, assistance in bidding, and construction oversight for the construction of a new restroom building in Legion Park, De Pere, Wisconsin. The City is looking for a firm with a proven track record of delivering municipal projects to an established budget.

Your proposal must be submitted to our office by January 31, 2020 at 3:00 pm. Proposals can be submitted either by paper copy or via email to Marty Kosobucki.

B. City Contact Information

Questions related to this RFP should be directed to:

Marty Kosobucki
De Pere Park, Recreation and Forestry Department
925 S. Sixth Street
De Pere, WI 54115
920-339-4065
mkosobucki@mail.de-pere.org

C. Directions for Submittal of Proposal

Consultants shall submit one (1) copy of their proposal either through e-mail or hard copy.

Materials must be received at the office of the Director of Parks, Recreation and Forestry by 3:00 pm, on January 31, 2020 at the following address:

Marty J. Kosobucki
De Pere Park, Recreation and Forestry Department
925 S. Sixth Street
De Pere, WI 54115

Packages containing the proposal shall be clearly marked on the outside by indicating: **Legion Restroom Building.**

Attachment: Exhibit A-McMahon Associates, Inc. Consultant Agreement (9285 : Reso #20-25 Authorizing Agreement with McMahon Assocs. for

D. Pre-Proposal Meeting
There are no pre-proposal meetings planned for this RFP. Questions related to this RFP should be directed, in writing, to Marty Kosobucki, Director of Parks, Recreation and Forestry.

II. Project Description

The City has allocated funding in their 2020 Budget to replace the old and deteriorating restroom building in Legion Park, located at 1212 Charles Street in De Pere.

It is the intent to hire a consultant to generate design specifications and a schematic plan for a future restroom building which will be used in the City's project manual for bidding. The design consultant is not expected to generate Architectural approved plans, but provide design specifications and schematic plan that ensure consistency in what bidders are submitting on. It will be the expectation of the selected contractor to submit approved plans prior to construction.

Other variables of the project include:
Removal of Current restroom – The current restroom will remain operational until shortly before construction. City Staff will remove the building and disconnect current utilities.

Location of new restroom building – The Board of Park Commissioners has recommended the restroom building be relocated in the same location as the current restroom building.

Restroom Building Layout – It is the goal of the Board of Park Commissioners to have a restroom building with standard Men and Women sides, along with a Family bathroom.

Exterior – It is the intent of the project to simulate the exterior appearance of other buildings in Legion Park and other De Pere Parks.

Construction Timing – It is the intent to have the restroom building constructed during the months of September/October as this time of the season holds the least amount of activity in the park.

In addition to generating design specifications and schematic plan for bidding, the City is also requesting the consultant assist through the bidding process. The bid packet shall be assembled and advertised by City Staff. Our consultant will be expected to answer technical questions that may come during the bidding process.

Last, the consultant will be asked to appropriately oversee the construction of the restroom facility.

Attachment: Exhibit A-McMahon Associates, Inc. Consultant Agreement (9285 : Reso #20-25 Authorizing Agreement with McMahon Assocs. for

III. **SCOPE OF SERVICES:**

A. Design Specifications and schematic plan:
   1. Kick off meeting with City of De Pere.
   2. Complete schematic plan to be included in project manual. The schematic plan is expected to show dimensions and layout.
   3. Complete design specifications suitable for inclusion in the project manual. Specifications shall include but not be limited to all specifications necessary to successfully complete the project both inside and outside of the facility. Specifications shall specify electrical, plumbing, custom fabricated furnishings, lighting, landscaping, hardscape/sidewalk items to be used in the project.
   4. Identify and list requirements of the contractor regarding approved plans, soil testing, topographical studies, submittals, permits and/or codes.
   5. Prepare a Construction Cost Opinion.
   6. Provide timeline of events to include design, bidding and construction.

B. Project Manual and Bidding
   1. The Consultant shall answer questions during the bidding process and/or addressing amendments to the project manual.
   2. The Consultant shall be active in the selection of a contractor and provide their recommendation to the Board of Park Commissioners and Common Council.

C. Construction Oversight

   Beyond building a facility to the highest standard for the greatest value, the City has the following expectations of the hired consultant during the construction process.
   1. The Consultant is expected to lead, manage, and successfully execute the overall construction of the project.
   2. Ensure the contractor has obtained all local and/or state permits or approvals.
   3. Review and approve final drawing/plans.
   4. Review and approve all shop drawings.
   5. Perform construction staking as necessary.
   6. Review and approve pay requests.
   7. The Consultant shall conduct regular inspections of the facility to ensure the facility is being constructed to the standards set forth in the project manual. Because the project is not a large complex project, daily visits are not required. However, the City expects to have a minimum of 5 site visits to ensure standards are being met.
   8. Administer and coordinate with City Staff any required or needed change orders.
   9. The Consultant shall coordinate a weekly meeting with the contractor, Consultant and Director of Parks, Recreation and Forestry (or designee) to review progress and address concerns.

Attachment: Exhibit A-McMahon Associates, Inc. Consultant Agreement (9285 : Reso #20-25 Authorizing Agreement with McMahon Assocs. for

IV. Meetings

The Consultant shall plan for meeting attendance at, but not limited to, the following meetings:

- Initial meeting with City Staff prior to starting Design Specifications;
- Bid opening;
- Pre-construction meeting with contractor;
- On-site inspections; and
- Close out meeting with contractor and City of De Pere.

V. City Responsibilities

The City will be responsible for the following:

- Provide input on schematic and design specifications.
- Provide utility information as recorded in our database.
- Removal of current restroom facility and disconnecting of utilities.
- Coordinate Project Manual and advertise project.
- Host site for bid opening.

VI. SCHEDULING:

A Consultant will be recommended for approval to the Common Council by the Board of Park Commissioners. Once the approvals are attained City Staff will work promptly to provide the Consultant Agreement to the Consultant and City Officials for execution. Developing the design specifications and schematic will commence no later than two weeks after the execution of the agreement. The timing of bidding and construction will be determined once the design criteria have been completed.

VII. INSURANCE:

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

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

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

Attachment: Exhibit A-McMahon Associates, Inc. Consultant Agreement (9285 : Reso #20-25 Authorizing Agreement with McMahon Assocs. for

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

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

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

VIII. PROPOSAL SUBMITTALS:

Your proposal should include the following information in the order listed. You may submit your proposal via e-mail to mkosobucki@mail.de-pere.org or deliver, either in –person, or by courier or mail to: Legion Restroom Building, 925 S. Sixth Street, De Pere WI 54115

1. Consultant Background and Information
   a. Include location of office, years of relevant experience, size of organization, other consultants you may be cooperating with, list of staff and relevant experience, etc…
2. Understanding of Project
   a. Develop a summary of your understanding of the project, what needs to be done, and how you plan to accomplish those tasks.
3. Similar Projects
   a. List a minimum of 3 projects of similar scope and service.
4. References
   a. List a minimum of 3 references related to similar work.
5. Timeline
   a. Show a detailed timeline of your plan to bring this project to successful completion.
6. Fee
   a. List a lump sum fee for each component of the project.

IX. DELIVERY:

The deliverables for this project include the following:

1. Provide design specifications of the proposed Legion Restroom Building suitable for inclusion in the City's Project Manual.
2. Provide schematic plan for proposed Legion Restroom Building suitable for inclusion in City's Project Manual.

Attachment: Exhibit A-McMahon Associates, Inc. Consultant Agreement (9285 : Reso #20-25 Authorizing Agreement with McMahon Assocs. for

X. FEE:

Provide a lump sum fee for each component of the project. Should there be any items outside the scope of services listed in the RFP your firm feels should be included, we encourage the Consultant to include alternate fees for such work. A fee schedule can be found in the Appendix A-1.

XI. ADDITIONAL INFORMATION:

A sample Consultant Agreement the City uses is included with the RFP. It can be found in the Appendix A-2.

The City will provide the following information to the consultant:

- Legion Park aerial identifying known utilities and current location of restroom building. See Appendix A-3.

For questions, please contact Marty Kosobucki at 920-339-8358, or e-mail at mkosobucki@mail.de-pere.org.

Attachment: Exhibit A-McMahon Associates, Inc. Consultant Agreement (9285 : Reso #20-25 Authorizing Agreement with McMahon Assocs. for

Appendix

Attachment: Exhibit A-McMahon Associates, Inc. Consultant Agreement (9285 : Reso #20-25 Authorizing Agreement with McMahon Assocs. for

A-1

Proposed Fee Schedule

Company Name:____

Company Address:____

Company Address:____

Company Representative:_______________________________________

Signature:____

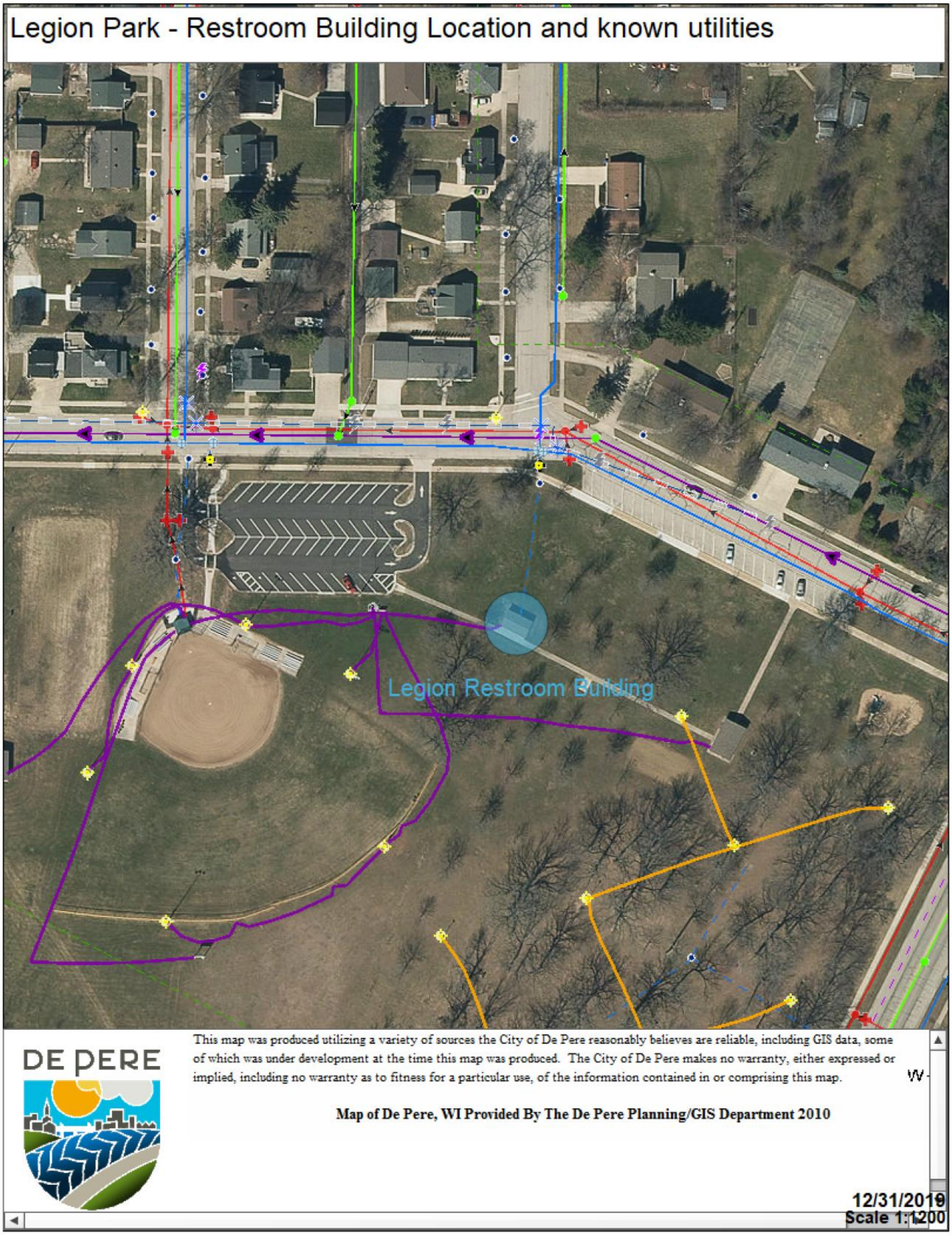
Item		**Fee**
Legion Restroom Building – Design specifications, bidding and construction oversight		
Design Specifications and Schematic Plan	$	
Bidding	**$**	
Construction Oversight (pre-con meeting, on-site visits, change orders, pay requests, and final walk through)	**$**	
Total Fee	**$**	

Please list any items not listed in the scope of services and fees/costs associated with those items below.

Item	Cost

Attachment: Exhibit A-McMahon Associates, Inc. Consultant Agreement (9285 : Reso #20-25 Authorizing Agreement with McMahon Assocs. for

A-3



Attachment: Exhibit A-McMahon Associates, Inc. Consultant Agreement (9285 : Reso #20-25 Authorizing Agreement with McMahon Assocs. for

Proposal

Architectural Services

LEGION RESTROOM BUILDING

Design Specifications, Bidding, & Construction Oversite

PREPARED FOR THE

CITY OF DE PERE

DE PERE

RUNS DEEPER

January 31, 2020

McMAHON

ENGINEERS ARCHITECTS

Table of Contents

McMAHON
ENGINEERS ARCHITECTS

January 31, 2020

Marty J. Kosobucki
De Pere Park, Recreation and Forestry Department
925 S. Sixth Street
De Pere, WI 54115

Re: Proposal for Architectural Services
Legion Restroom Building
McM No. M0032-6-20-00001.12

Dear Mr. Kosobucki:

McMahon Associates, Inc. is pleased to submit this Proposal to provide professional services to the City of De Pere for the Legion Restroom Building. This submittal was prepared in response to your "Request for Proposals: Legion Restroom Building – Design Specifications, Bidding, and Construction Oversight" RFP.

McMahon Associates, Inc. will provide the City of De Pere exceptional professional design services based upon the requirements outlined within the Request for Proposals. In lieu of providing construction staking, McMahon Associates, Inc. recommends adding this to the contractor's Scope of Services, if necessary. Storm water management design is also excluded from our base scope of service for this project.

We are very interested in this project and are confident you will be pleased with the performance of our Team. I am available to answer any questions you may have regarding our involvement with the project. We thank you for your interest in McMahon Associates, Inc. and look forward to being of service to the City of De Pere and the Park, Recreation, and Forestry Department.

Respectfully,

McMahon Associates, Inc.

Michael J. McMahon, AIA, NCARB
Executive Vice President / Senior Architect

MJM:lam

McMAHON ASSOCIATES, INC. | 1445 McMAHON DRIVE NEENAH, WI 54956 Mailing P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FAX 920.751.4284 MCM@MCMGRP.COM WWW.MCMGRP.COM

TAB A: BACKGROUND AND INFORMATION

McMahon Associates, Inc. has a great deal of experience working with communities throughout the Fox River Valley on a broad range of recreational facilities; from simple park shelters to community YMCA recreation centers. Various park structures have included performance stages, toilets, swimming pool and beach changing/shower facilities, kitchen/serving facilities, vending/concession facilities and storage and mechanical areas. Construction has varied depending upon community wishes and available budget.

The following list includes a few examples of our park and recreational experience:

- Appleton West Track and Field Complex – Appleton, WI
- Appleton Colony Oaks Parks – Appleton, WI
  (project abandoned due to budgeting priorities)
- Carter Woods Park – Grand Chute, WI
- Darboy Community Park – Harrison, WI
- Jonan Park – Kaukauna, WI
- Lions Park – Grand Chute, WI
- Lutz Park Parking Lot, Boat Launch and Boaters Restroom – Appleton, WI
- Lutz Park Pavilion – Appleton, WI
- Memorial Park Performance Stage – Appleton, WI
- Memorial Park Restroom / Concession Building – Appleton, WI
  (project abandoned due to budgeting priorities)
- Memorial Park Shelter Building – Neenah, WI
- Nienhaus Sports Complex Concession / Restroom – Appleton, WI
- Pierce Park Band Shelter – Appleton, WI
- Prairie Hill Park Shelter – Grand Chute, WI
- Reid Golf Course Clubhouse Renovation – Appleton, WI
- Shattuck Park Feasibility Study – Neenah, WI
- Sunset Park Performance Stage – Kimberly, WI
- Whiting Boathouse Rehab – Neenah, WI
- Wittman Park Pavilion – Town of Menasha, WI

The following additional items are contained within this section to illustrate background, abilities and sample relevant experience as it relates to the Legion Restroom Building

- McMAHON Qualifications
  - Company Background
  - Areas of Expertise
  - Discipline-Specific Services

Attachment: Exhibit B - City of De Pere Legion Restroom Building Proposal 01.31.2020 (9285 : Reso #20-25 Authorizing Agreement with

TAB A: BACKGROUND AND INFORMATION *continued*

The combined knowledge and experience that our Project Team members possess will be utilized in developing a viable, efficient and cost-effective design for the Legion Restroom Building. Our Project Team is available to commit the time needed to see this project through and will be supplemented by our technical and clerical support staff to ensure that the project schedules and budget are met, efficiently and effectively.

The main members of our Project Team include:

• Michael J. McMahon, AIA, NCARB	Architect / Principal in Charge
• Kevin Chevalier, Assoc. AIA	Project Manager / Project Designer / Construction Oversite
• Brad D. Werner, P.E.	Civil Engineer
• Dan J. Brellen, P.E., LEED AP	Structural Engineer
• Jill. A. FitzSimons, P.E.	Electrical Engineer
• Edward C. Erickson	Plumbing Designer
• Matthew J. Wickstrom	HVAC Designer

The individuals identified above and assigned to this project are all experienced, highest-level professionals. All have a broad range of experience and, additionally, have worked on projects similar to this one.

Each Project Team member will be engaged throughout the life of the project to the extent necessary to professionally complete their scope of service. The Project Manager / Designer / Construction Oversight Leader will be engaged throughout the project during all phases and will be the primary client contact. The Project Team will be assisted by additional staff at levels necessary to professionally complete the project scope. Additional staff will include technical, clerical, and other support staff chosen by the Project Team, based upon need and availability.

Our goal is to help our clients achieve their goals in the most creative ways, in the least possible time, and at the lowest possible cost, while maintaining maximum value for the dollars spent. Our fees, while competitive, allow us to optimize these values for our clients. We want satisfied clients, long-term relationships, repeat business, and referrals to other clients. This means that we are service oriented – our top priority is to listen to our clients and make sure their needs are met 100%. Our assembled Project Team will engage in this project to this end.

Project Team member resumes are included in this section.

Attachment: Exhibit B - City of De Pere Legion Restroom Building Proposal 01.31.2020 (9285 : Reso #20-25 Authorizing Agreement with

Company Background

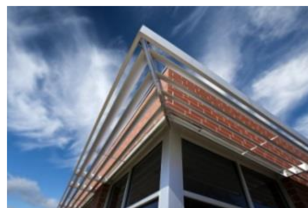
McMAHON has provided professional engineering and architectural services to our valued customers for more than a century. Our dedication to superior client service and our commitment to finding innovative and efficient solutions to our client's economic and regulatory challenges are a priority. The establishment of affiliate companies, as we have grown, helps us accomplish our clients' goals. Each company, within the McMAHON Group of Companies, complements the other so that we can be as efficient as possible, bringing a broad spectrum of professional services at a reasonable price to meet the unique needs of our clients.

The three affiliate companies are:

McMahon Associates, Inc. (McMAHON)
Full-Service Engineering/Architectural Firm; Est. 1909

McMahon, Inc.
Full-Service Design/Build Firm; Est. 1991

Integrated Public Resources LLC (IPR)
Public/Private Partnership Firm; Est. 2014



Office Locations:
Corporate Headquarters: Neenah, Wisconsin
Regional Offices: Machesney Park, Illinois and Valparaiso, Indiana

Distinct Advantage

Great emphasis is placed on adding value to all phases of a project. This "Value-added" business philosophy, combined with our diverse project capabilities contribute to a strong history of repeat business.

McMAHON has been recognized regionally and nationally for its award-winning projects and leadership in innovation, has been named a Top 500 Design Firm by Engineering News Record (ENR), and a Best Civil Engineering Firm to Work For by CE News.

Professional Services

The McMAHON Group provides a full array of professional services that go hand-in-hand with our commitment to become your trusted partner.

- Architecture
- BIM
- Construction Services
- Design / Build Services
- Electrical/Controls Engineering
- Environmental/Ecological Services
- Funding Strategies, Solutions and Grant Assistance
- GIS Development
- Aerial & Terrestrial Geospatial Data Acquisition Services
- Industrial Engineering
- LEED® Certification
- Land Surveying
- Mechanical/Plumbing Systems
- Parks & Recreation
- Professional Operations Services
- Professional Municipal Administrator Services
- Public/Private Partnerships
- Site Development
- Stormwater Management
- Structural Engineering
- Transportation
- Wastewater Systems Engineering
- Waste-to-Energy Engineering
- Water Systems Engineering

McMAHON
ENGINEERS ARCHITECTS

NEENAH WI
MACHESNEY PARK IL
VALPARAISO IN
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Attachment: Exhibit B - City of De Pere Legion Restroom Building Proposal 01.31.2020 (9285 : Reso #20-25 Authorizing Agreement with

Professional Services

Civil Engineering

- Infrastructure Planning & Design
- Storm Water Management
- Transportation
- GIS Development
- AutoCAD Mapping
- Site Development
- Parks and Recreation
- Aerial/Terrestrial Geospatial Data Acquisition Services

Water Systems Engineering

- Water Supply and Treatment Systems
- Storage and Distribution Systems
- Disinfection and Control Systems

Wastewater Systems Engineering

- Facilities Planning, Design and Operations for Wastewater Treatment and Biosolids Management
- Pretreatment
- Collection System Design
- Infiltration/Inflow Analysis

Architecture

- Project Programming and Budget Estimating
- Building Design and Contract Documents
  - Commercial
  - Healthcare
  - Cultural
  - Industrial
  - Educational
  - Municipal
  - Residential
- Project Administration

Electrical / Controls Engineering

- Power Distribution System Design
- Instrumentation and Controls Design
- Standby Power
- Lighting

Mechanical HVAC / Plumbing

- Air Systems and Distribution
- Hydronic Systems and Distribution
- Specialty Systems Design
- Geothermal Design and Feasibility Studies
- Building Automation Systems and Retrofit Systems
- Temperature Controls Systems Consolidation
- Critical Systems Audits
- Facilities Studies
- Energy Efficient Design
- Site Utilities and Building Plumbing Design

Environmental/Ecological Services

- Environmental Site Assessments
- Petroleum Release Investigations/Remediation
- Wetland Delineation and Mitigation
- Ecological Assessments, Restoration Plans and Management
- Prairie Design and Management
- Endangered Species Assessments

Structural Engineering

- Studies and Cost Estimating
- Analysis and Design of Structures for:
  - Commercial/Industrial/Municipal Clients
  - Architectural-Led Projects
  - Water and Wastewater Facilities
  - Dams and Bridges
  - Rehabilitation Projects

Industrial Engineering

- Pre-project Evaluations & Planning
- Scheduling & Budget Estimations
- Full-Service Engineering Design
- Project Management
- Construction & Startup Services

Land Surveying

- Land Planning and Subdivision Plats
- Right-of-Way Coordination
- Certified Survey Maps
- Legal Descriptions
- Topographic Surveys
- Construction Staking

Funding Strategies & Grant Assistance

- Grant/Loan Research, Applications and Management for:
  - Clean Water Fund
  - Safe Drinking Water Loan Program
  - USDA Rural Development
  - Community Development Block Grants

Design / Build Services

(McMahon, Inc.)

- Project Management
- Municipal, Industrial, Commercial
- Construction Management

Public/Private Partnerships

(IPR)

- Leveraging Existing Community Assets for new Municipal Projects
- An Array of Funding Models
- An Array of Project Delivery Methods
- Access to Full-Scale Operations Services
- Municipal Administrator Services

McMAHON
ENGINEERS ARCHITECTS

NEENAH WI
MACHESNEY PARK IL
VALPARAISO IN
WWW.MCMGRP.COM

Architectural Services

At McMAHON, architecture is the result of an integrated, collaborative process of translating your mission and vision into a physical environment that supports and reflects those goals. Every project is unique, and the design solution must involve the organization, management and coordination of a passionate team of experts who creatively respond to the design requirements or your specific project.

At McMAHON, we have an experienced team who listens first and who has the knowledge, technology, and resources to efficiently deliver your project. We welcome your architectural challenge - no matter the size or complexity.

Pre-design

- Facilities Planning and Programming
- Space Schematics and Flow Diagrams
- Existing Facilities Surveys
- Project Scheduling and Budget
- ADA Compliance Review

Site Analysis & Evaluations

- Building Footprint
- Parking Requirements
- Circulation and Open Space
- Physical, Cultural and Regulatory
- Site Selection
- Land Use Planning and Zoning
- Soils and Topography
- Landscaping

Building Design

- Program, Codes and Site Influences
- Building Context and Technology
- Establishing Design Goals
- Alternatives Evaluation
- Mechanical and Electrical Systems

Construction Documents

- Construction Drawings
- Specifications

Bidding & Negotiation

- Pre-Qualification of Bidders
- Advertisement for Bids
- Owner/Contractor Agreement Form

Construction Administration

- Design-Bid-Build
- Design/Build
- Construction Management
- Field Administration
- Project Schedule Monitoring
- Project Close-Out

Post-Construction

- Operational and Maintenance Programming
- Start-Up Assistance
- Record Drawings
- Warranty Review
- Post-Construction Evaluation

Supplemental

- Building Information Modeling BIM)
- Sustainability Services
- LEAN Architecture
- Integrated Project Delivery
- Existing Building Energy Efficiency/Conservation analysis through the Sustainable Rewards Program (SRP)
- Equipment Relocation/Space Planning
- Graphic Design, Renderings, Models
- Interior Design
- Tenant-Related Services
- Life Cycle Cost Analysis/Value Analysis
- Computer Applications
- Government/Environmental Liaison
- Full-Scale Design/Build
- Public/Private Partnerships
- Professional Management of Operations

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Recent Municipal Projects

Parks and Recreation:

Appleton, Wisconsin

Appleton School District, Wisconsin

Allouez, Wisconsin

Brillion, Wisconsin

Cedar Grove, Wisconsin

Combined Locks, Wisconsin

Door County, Wisconsin

Fox Valley Lutheran High School - Appleton, Wisconsin

Grand Chute (Town of), Wisconsin

Greenville (Town of), Wisconsin

Kaukauna, Wisconsin

Kimberly, Wisconsin

Lake County Parks and Recreation, Indiana

Little Chute, Wisconsin

Lomira, Wisconsin

Marinette, Wisconsin

Marquette, Michigan

Menasha (Town of), Wisconsin

Mosquito Hill Nature Center, New London, Wisconsin

Neenah, Wisconsin

Port Washington, Wisconsin

Princeton, Wisconsin

Randolph School District, Wisconsin

Sheboygan Area School District, Wisconsin

Sherwood, Wisconsin

Waupaca, Wisconsin

Winnebago County, Wisconsin

McMAHON
ENGINEERS ARCHITECTS

Attachment: Exhibit B - City of De Pere Legion Restroom Building Proposal 01.31.2020 (9285 : Reso #20-25 Authorizing Agreement with

Project Team

MICHAEL J. McMAHON, AIA, NCARB

Architect / Principal in Charge
mmcmahon@mcmgrp.com

Mike is a licensed architect with over 35 years of experience in his field. This year he celebrates his 14 year anniversary with McMAHON. Mike will act as the Project Architect / Designer and will maintain this involvement throughout the life of the project. Mike has designed and managed many municipal / recreational projects in his career including storage buildings, concession buildings, restrooms, and park shelters.

KEVIN J. CHEVALIER, ASSOC. AIA

Project Manager / Project Designer / Construction Management
kchevalier@mcmgrp.com

Kevin is an AEC Professional with over 20 years of experience in the industry. His experience includes a broad range of project types including everything from industrial facilities to medical facilities and everything in between. This experience has helped Kevin develop a better understanding of how clients, contractors, and design teams communicate their process into successful projects. His knowledge of BIM and technology helps facilitate exceptional project communication between the design team and the client.

BRAD D. WERNER, PE

Vice President / Senior Civil Engineer

Brad has been with McMAHON for almost 31 years working primarily with municipalities on public projects. He has extensive experience with parks and recreational facilities projects. He is responsible for all phases providing planning through construction services and assists communities in long term maintenance as well. Brad will be responsible for all site /civil engineering services and specifications.

Attachment: Exhibit B - City of De Pere Legion Restroom Building Proposal 01.31.2020 (9285 : Reso #20-25 Authorizing Agreement with

Project Team

DANIEL J. BRELLEN, PE, LEED AP

Associate / Structural Engineer

Daniel is a Structural Engineer with 14 years of structural design experience, and is the structural group manager. He works closely with design team members to develop structural solutions suited to each project's need. He has structural engineering experience in the design of commercial, industrial, educational, medical, water/wastewater treatment, and agricultural facilities, as well as bridge and roadway projects. He is a registered Professional Engineer in Wisconsin and LEED-AP Certified.

JILL A. FITZSIMONS, PE

Electrical Engineer

Jill is a licensed Electrical Engineer with over 15 years of experience in the design of electrical building systems for commercial and municipal facilities. Prior to accepting a position with McMAHON, Jill was an Associate Principal at Berg Engineering Consultants in Schaumburg, Illinois. Jill has experience with power, lighting, and special systems designs for various types of building projects, including educational, healthcare, park / recreation, police department, auditoriums, office, maintenance garages, and senior living facilities. Jill has extensive experience with lighting replacement projects that update lighting to IES recommended levels, and lighting power density and controls meeting 2015 IECC Energy Code

Attachment: Exhibit B - City of De Pere Legion Restroom Building Proposal 01.31.2020 (9285 : Reso #20-25 Authorizing Agreement with

Project Team

EDWARD C. ERICKSON
Plumbing Designer

Edward Erickson is a licensed plumbing systems designer with over 35 years of experience in the design of plumbing building systems for commercial, educational, industrial and municipal facilities. Prior to accepting a position with McMahon Associates, Inc. Ed was designing, estimating and project managing at Bassett Mechanical in Kaukauna, WI Ed has experience with sanitary drain, waste and vent, storm drain and vent, acid resistant drain, waste and vent, domestic cold water, domestic hot water, domestic hot water recirculation, non-potable water, protected water, soft water, and many other mediums for various types of building projects, including healthcare, wastewater and water treatment, maintenance garages, funeral homes, restaurants, bars, police departments, jails, utility companies, and much more. Ed has experience designing buildings to LEED levels as defined by customer.

MATTHEW J. WICKSTROM
HVAC Designer

Matt is a licensed designer with over 18 years of experience in designing HVAC systems worldwide. Matt has experience with HVAC system designs for various types of building projects including commercial, educational, health care, industrial, municipal parks/recreation, and residential. Matt will be responsible for coordinating all HVAC systems for the proposed project. He will also work closely with the other team members to integrate the HVAC systems with the other building systems and with the aesthetic aspects of the project.

Attachment: Exhibit B - City of De Pere Legion Restroom Building Proposal 01.31.2020 (9285 : Reso #20-25 Authorizing Agreement with

TAB B: UNDERSTANDING OF PROJECT

The request for proposal contains a clear and thorough explanation of the scope of the proposed project. It is our understanding that the City of De Pere wishes to achieve a successful project that meets the project scope for the Legion Park restroom, by creating a Set of Bid Documents that will be provided to General Contractors / Design-Build Contractors who will be responsible for final design, permitting, and construction. In addition, the design specifications and schematic plan will be used for future projects in the City of De Pere. Below is a summary of our understanding of the project.

- Kick-off meeting with City staff to review scope and design requirements.
- Create schematic design options, including specifications.
- Meet with the City to review of schematic design and specifications.
- Create final design and specifications documents.
- Provide an Opinion of Probable Cost (OPC).
- Documents sent out for bidding (by City of De Pere).
- Provide Bid Phase services as described in the RFP.
- Construction Oversight per RFP.

Attachment: Exhibit B - City of De Pere Legion Restroom Building Proposal 01.31.2020 (9285 : Reso #20-25 Authorizing Agreement with

TAB C: SIMILAR PROJECTS

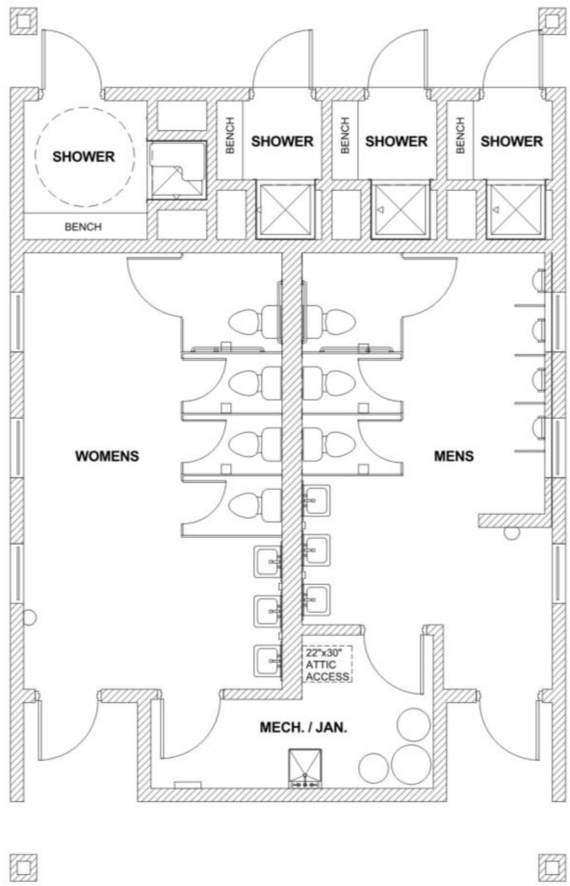
McMAHON
ENGINEERS ARCHITECTS

Attachment: Exhibit B - City of De Pere Legion Restroom Building Proposal 01.31.2020 (9285 : Reso #20-25 Authorizing Agreement with

Road America Toilet & Shower Buildings

Elkhart Lake, Wisconsin

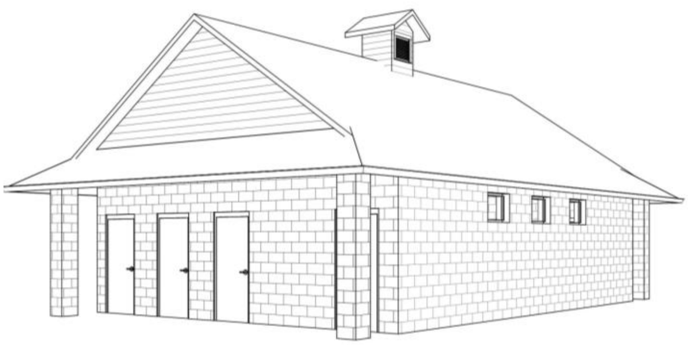
McMahon Associates, Inc. was retained to design a prototype restroom facility for Road America in Elkhart Lake, Wisconsin



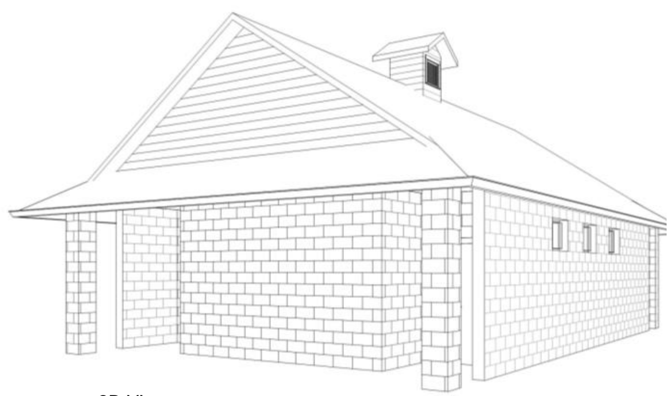
▲ Plan

Background:

Road America is a nationally recognized road race track located south of Elkhart Lake, Wisconsin. McMahon Associates, Inc. has supported Road America with Civil Engineering and Architectural Services for multiple projects over the past 20 years.



▲ 3D View



▲ 3D View

Project Specifics:

Road America hosts road racing events weekly throughout the Spring, Summer, and Fall seasons and must accommodate spectators throughout the 640 acre site including those who camp on the grounds. In 2017, Road America worked with McMahon Associates, Inc. to develop a prototype restroom / shower facility to meet their requirements for a durable, seasonal building that also supports the rural aesthetic of their Master Plan. Road America has constructed five of the buildings over the past four years.

Contact:

Michael J. McMahon
Senior Architect
920-751-4200

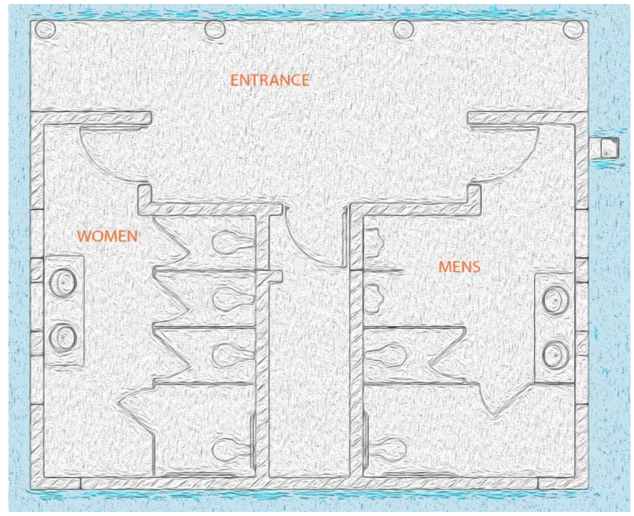
Year: 2017-2020

Attachment: Exhibit B - City of De Pere Legion Restroom Building Proposal 01.31.2020 (9285 : Reso #20-25 Authorizing Agreement with

Beach Park Toilet Rooms

Village of Egg Harbor, Wisconsin

McMAHON was retained to design a restroom facility for the Village of Egg Harbors beach front projects and Master Planning initiative.



▲ Conceptual Floor Plan

Background:

As part of The Village of Egg Harbor's 2012 beach front improvements McMahon Associates, Inc. was retained to design a restroom facility that fit in with the overall master plan for the Village.

▲ Construction Photo

▲ Construction Photo

Project Specifics:

The restroom facility was originally a remodel project and upon a facility assessment the Village decided to proceed with a new facility. The requirements were to keep the size of the building in the same footprint of the original facility and upgrade to meet all ADA standards. In addition to integrate the exterior design into the overall Village master plan concept. McMahon Associates, Inc. achieved this by integrating common features from buildings within the Village of Egg Harbor.

Contact:

Kevin Chevalier
Sr. Architectural Designer
920-751-4200

Year: 2012

McMAHON
ENGINEERS ARCHITECTS

Attachment: Exhibit B - City of De Pere Legion Restroom Building Proposal 01.31.2020 (9285 : Reso #20-25 Authorizing Agreement with

Wittmann Park
Phase II Site Redevelopment

Village of Fox Crossing, Wisconsin

◆

The Village of Fox Crossing retained McMAHON to assist with park improvements including site layout, design, bidding and construction administration services.

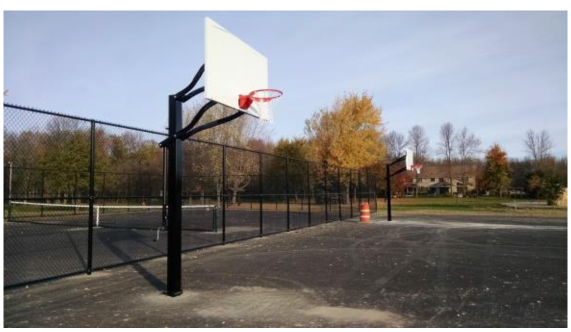
◆

Background:

Wittmann Park is a 25-acre park consisting of soccer fields, playground equipment and a pavilion.

Challenges:

Due to a large wetland located along the north side of the park property, the design of an additional soccer field and recreation trail required permitting through the Wisconsin DNR.



Project Specifics:

As a follow-up to the drainage improvements at the park site in 2009, McMAHON assisted the Village with site layout and design of a new pavilion, soccer field, sand volleyball court, tennis court, basketball court and 3,300-ft of recreation trail around the perimeter of the park. The project was constructed in two phases beginning in 2015 and completed in 2016.

Contact:

Amanda Geiser
Director of Parks & Recreation
(920) 720-7143

Year: 2016

ID: ppt\writeups\mcm-engineers\recreational\park design\(sheet title) 1/31/2020

McMAHON
ENGINEERS ARCHITECTS

Attachment: Exhibit B - City of De Pere Legion Restroom Building Proposal 01.31.2020 (9285 : Reso #20-25 Authorizing Agreement with

Cedar Grove Park Pavilion

Village of Cedar Grove, Wisconsin

McMAHON was retained to design a pavilion as part of the planning for a new sports complex.

▲ Conceptual Rendering

Background:

As part of The Village of Cedar Grove Master Planning Process which included a sports complex design, it was determined that a pavilion was needed to meet the needs of the community. McMahon was selected to design this pavilion.

▲ Construction Photo

Project Specifics:

The pavilion would not only meet the current needs of the Village of Cedar Grove, but address their future needs as well.

Programing for the pavilion included the following features: restrooms, concession area with work island, walk-in cooler, kitchen range and sinks for handwash and dishwash. In addition, a storage space was requested for maintenance equipment and various storage for athletic equipment.

In addition to the program requirements, the design needed to address the request that the pavilion be as maintenance-free as possible. This was achieved by selecting masonry and other materials that would withstand the environmental and physical abuse experienced by a public-use facility and require minimal maintenance.

Part of the pavilion design included a covered shelter area that allows for viewing of two separate baseball fields.

▲ Conceptual Rendering

Contact:

Kevin Chevalier
Sr. Architectural Designer
920-751-4200

Year: 2019

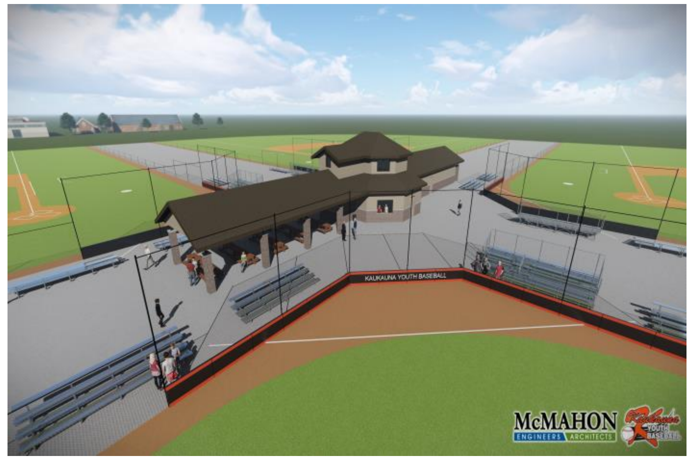
ID: ppt\writeups\mcm-architects\park & recreation\park pavilions\(sheet title) 1/31/2020

McMAHON ENGINEERS ARCHITECTS

Kaukauna Youth Baseball – Proposed Facility

Kaukauna, Wisconsin

McMAHON was retained to do conceptual design for a proposed sports complex for Kaukauna Youth Baseball



▲ Conceptual Rendering

Background:

Due to the growth of baseball in the City of Kaukauna, McMAHON was approached to do conceptual design on a sports complex dedicated to Kaukauna Youth Baseball

▲ Conceptual Rendering

Project Specifics:

The project parameters included design of a concession building, pavilion and restroom facilities. The goal was to create a central location where all participants and spectators could gather. This was achieved by having a central concession building with a second floor for score keepers. In addition the pavilions and restrooms radiated off of the concession building to help save on infrastructure and building cost. Site lines to all baseball fields were taken into consideration from this central location.

▲ Conceptual Rendering

Contact:

Kevin Chevalier
Sr. Architectural Designer
920-751-4200

Year: 2019

McMAHON
ENGINEERS ARCHITECTS

Attachment: Exhibit B - City of De Pere Legion Restroom Building Proposal 01.31.2020 (9285 : Reso #20-25 Authorizing Agreement with

Community Center

DePere, Wisconsin

The DePere Community Center provides a place for community events as well as a permanent home for the DePere Senior Center.

▲ West Entrance

Project Specifics:

Services provided included:

- Programming
- Conceptual Design
- Detailed Design
- Construction Documents Supervision
- Construction Administration

The facility contains flexible meeting rooms, a large group (200) gathering/event room and administrative office space. The Senior Center provides food service, dining/meeting room, library and recreation room. The facility is located in a city park providing access to recreation fields, playground and pool facility.

Design Elements:

- Special events rooms
- Meeting rooms
- Exercise space
- Dining facilities

The DePere Community Center was designed by Michael McMahon, currently the Executive Vice President of the Architecture Division of McMahon Associates, Inc.

▲ East Entrance

Contact:

Architect:
Michael J. McMahon, AIA, NCARB
920-751-4200

Year: 1999 Cost $2.3 M

This project completed at Principle's previous employer

TAB D: REFERENCES

CITY OF APPLETON
DEPARTMENT OF PARKS, RECREATION, & FACILITIES MANAGEMENT

Mr. Dean Gazza – Director of Parks, Recreation & Facilities Management

1819 E. Witzke Blvd.

Appleton, WI 54911-8401

ph: 920.832-5905 email: dean.gazza@ Appleton.org

CITY OF APPLETON
DEPARTMENT OF PARKS, RECREATION, & FACILITIES MANAGEMENT

Mr. Steven Schrage – Projects Manager

1819 E. Witzke Blvd.

Appleton, WI 54911-8401

ph: 920.832.5905 email: steven.schrage@ Appleton.org

OUTAGAMIE COUNTY

Paul Farrell – Maintenance Manager

4140 S. Elm Street

Appleton, WI 54911

ph: 920.832.1855 email: paul.farrell@outagamie.org

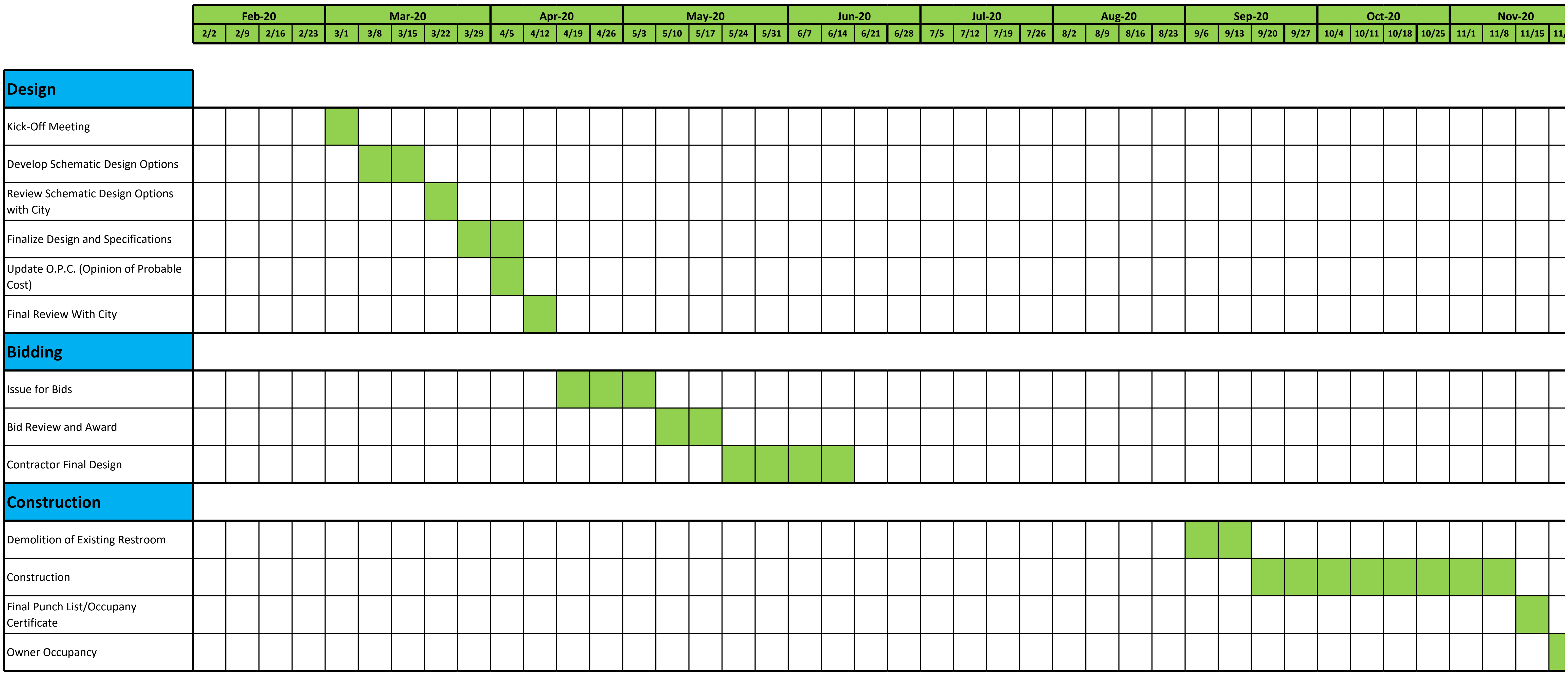
McMAHON
ENGINEERS ARCHITECTS

Attachment: Exhibit B - City of De Pere Legion Restroom Building Proposal 01.31.2020 (9285 : Reso #20-25 Authorizing Agreement with

TAB E: TIMELINE

Attachment: Exhibit B - City of De Pere Legion Restroom Building Proposal 01.31.2020 (9285 : Reso #20-25 Authorizing Agreement with

CITY OF DE PERE LEGION RESTROOM BUILDIN
PROJECT TIMELIN



Attachment: Exhibit B - City of De Pere Legion Restroom Building Proposal 01.31.2020 (9285 : Reso #20-25 Authorizing Agreement with

TAB F: PROPOSED FEE SCHEDULE

Company Name: McMahon Associates, Inc.

Company Address: 1445 McMahon Drive
Neenah, WI 54915

Company Representative: Michael J. McMahon, AIA, NCARB

Signature:

Item	Fee
Legion Restroom Building - Design Specifications, Bidding, and Construction Oversight	
Design Specifications and Schematic Plan	$5,600.00
Bidding	$2,800.00
Construction Oversight (Pre-Con Meeting, On-Site Visits, Change Orders, Pay Requests, & Final Walk Through	$8,500.00
TOTAL FEE	$16,900.00

Please list any items not listed in the Scope of Services and Fees / Costs associated with those items below.

Item	Cost
Survey Work	TBD
Construction Staking	TBD

McMAHON
ENGINEERS \ ARCHITECTS

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: **March 3, 2020**

DEPARTMENT: **City Attorney**

FROM: **Judith Schmidt-Lehman**

SUBJECT: **Resolution #20-26 Authorizing Grant of Utility Easement (ED-275; 335 South Broadway Street).**

The Plan Commission voted unanimously on February 24, 2020 to recommend approval to the Common Council.

ATTACHMENTS:

- Reso 20-26 (PDF)
- Mayor-Plan C-Council WPS Easement Request ED-275 (PDF)
- WPS Easement ED-275 City Edits (PDF)
- Easement ED-275 Exhibit A (PDF)

RESOLUTION #20-26

AUTHORIZING GRANT OF UTILITY EASEMENT
(ED-275; 335 South Broadway Street)

WHEREAS, the Redevelopment Authority ("RDA") has authorized City staff to negotiate the transfer of ownership of Parcel ED-812 to the Mulva Cultural Center/De Pere Cultural Foundation Inc. ("the Foundation"); and

WHEREAS, in order to facilitate planned construction of the Foundation's first-class cultural destination center, a formal request has been made to add a 12-foot utility easement on City-owned Parcel ED-275, in the area used for Fire Department parking, for underground utility facilities construction and maintenance; and

WHEREAS, this matter has been reviewed by the Plan Commission which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Common Council authorizes the Mayor to execute the attached Utility Easement, as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Attachment: Reso 20-26 (9289 : Resolution #20-26 Authorizing Grant of Utility Easement (ED-275; 335 South Broadway Street).)

Adopted by the Common Council of the City of De Pere, Wisconsin, this 3rd day of March, 2020.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Carey E. Danen, City Clerk

Ayes: _______
Nays: _______
Board Approval: February 24, 2019

Attachment: Reso 20-26 (9289 : Resolution #20-26 Authorizing Grant of Utility Easement (ED-275; 335 South Broadway Street).)

MEMORANDUM

TO: Mayor Michael J. Walsh
Plan Commission Members
Common Council Members

FROM: Judith Schmidt-Lehman, City Attorney

DATE: February 24, 2020 (Plan Commission meeting date)

RE: Request of Wisconsin Public Service for a Utility Easement on City owned Property (ED-275)

In Connection with the De Pere Cultural Foundation Inc. (Mulva Center) development, Wisconsin Public Service is requesting a utility easement on City Property (ED-275) currently used for Fire Department parking. City Public Works staff will be meeting with Wisconsin Public Service staff on site on February 25, 2020 to work through site logistics and minimizing adverse impacts to the parking area.

Staff requests this easement request be approved in concept and forwarded to the Council for its final approval. Any final Easement language will be subject to final approval of the De Pere Cultural Foundation Inc. and the City Attorney's office

If you have any questions or concerns in advance of the meeting on feel free to call me at 339-4042.
JSL

1048561 WPSC

DOCUMENT NUMBER

ELECTRIC UNDERGROUND EASEMENT

THIS INDENTURE is made this ______ day of ______________, ______, by and between **City of De Pere, a municipal corporation,** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, ~~along with its successors and assigns~~ ~~**Charter Communications, Inc. and Wisconsin Bell Inc. d/b/a AT&T of Wisconsin, a Wisconsin Corporation**~~ ~~, (collectively,(~~ "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to**,** Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)
ED-275

> Part of Reserve Block 63 of the recorded plat of Dickison's Addition to the Plat of De Pere, being part of Private Claims 33 and 34 East side of the Fox River, **City of De Pere, County of Brown, State of Wisconsin**, as shown on the ***attached Exhibit "A".***

1. **Purpose: ELECTRIC UNDERGROUND -** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, , manhole, , concrete slabs, , together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, ~~television and telecommunication services,~~ including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.

Comment [JLB1]: This is actually okay y are allowing for nessary and appurtenatny equipement udner and above ground later i paragraph.

2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

8. **Easement Review**: Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

WITNESS the hand and seal of the Grantor the day and year first above written.

City of De Pere, a municipal corporation
Corporate Name

Sign Name
Print name & title

Sign Name
Print name & title

STATE OF ____________________________)
)SS
COUNTY OF ____________________________)

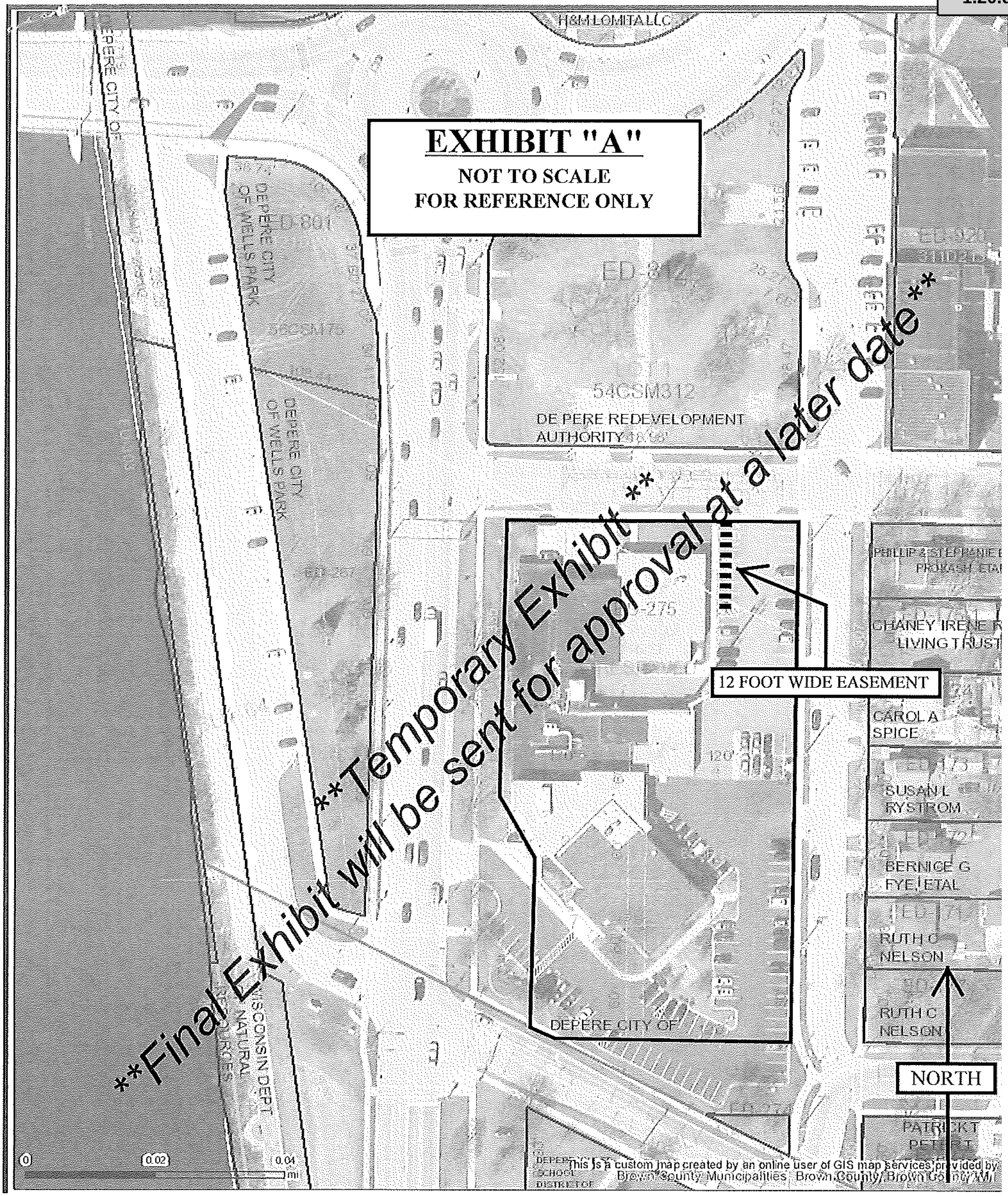
This instrument was acknowledged before me this _______ day of ____________________, _______, by the above-named ____
City of De Pere, a municipal corporation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name____
Print Name ____

Notary Public, State of _________________________
My Commission expires: _______________________

This instrument drafted by: Michelle Somers
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
January 16, 2020	Brown	City of De Pere	335 S Broadway St	ED-275
Real Estate No.	WPSC District	WR#	WR Type	I/O
1048561	Green Bay	3001753	ERU	21810176EC



Attachment: Easement ED-275 Exhibit A (9289 : Resolution #20-26 Authorizing Grant of Utility Easement (ED-275; 335 South Broadway Street).)

City of De Pere, Wisconsin

<u>Request For Common Council Action</u>

MEETING DATE:	**March 3, 2020**
DEPARTMENT:	**Common Council**
FROM:	**Andrew Pantzlaff**
SUBJECT:	**Appointments and Re-appointments to Boards and Commissions by Mayor Walsh**

<u>ATTACHMENTS:</u>

- Appointment Memo-march 2020 (DOCX)

Memo City of De Pere

To: City Council Members
From: Michael J. Walsh, Mayor
Subject: Appointments and Reappointments
Date: February 26, 2020

I am submitting the following names for appointment/reappointment at the March 3, 2020 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have a problem with the individual being submitted for your approval.

Commission	**Appointment/Reappointment**
Historic Preservation Commission	Sue Sands/Reappointment
Historic Preservation Commission	Adam Turriff/Reappointment
De Pere Redevelopment Authority	Tina Quigley/Reappointment
Sustainability Commission	Renee Gasch/Reappointment
De Pere Housing Authority	Robert Phillips/Reappointment
De Pere Housing Authority	Patti Golueke/Appointment

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE: March 3, 2020

DEPARTMENT: City Clerk

FROM: Ann Ledvina

SUBJECT: Operator License Applications.

ATTACHMENTS:

- Operator List 3.3.20 (PDF)

CITY OF DE PERE

License Committee - March 3, 2020

New Operator License Applications	
1	ATITALLAH, MALAK
2	BRUNETTE, BREANNE
3	FRANTZ, JENNIFER
4	GRUTZA, LAIGHNA
5	SALO, GRAHAM
6	SANDOVAL, ARIEL
7	SISLEY, SASHA
8	HARRILL, GREG
9	HICKS, HOLLY
10	JENDESKI, INDICA LAKE
11	LEONARD, JONATHAN
12	SCHIMMEL, MICHAEL

Temporary Operator License Applications	
1	BUSSIERE, ANDREW
2	BUSSIERE, NATALIA

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 3, 2020**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Voucher approval.**

ATTACHMENTS:

- 3-3-2020 VOUCHERS (PDF)

PACKET: 06277 MAR 2020 COUNCIL 3-3-2020

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

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8051	ABSOLUTE ELECTRIC LLC							
	I-4131	ABSOLUTE ELECTRIC LLC	R	3/03/2020		1,280.00CR	091456	1,280.00
2412	ACCURATE SUSPENSION WAREHOUSE							
	I-2001348	ACCURATE SUSPENSION WAREHOUSE	R	3/03/2020		26.56CR	091457	26.56
6802	ADVANCED DISPOSAL							
	I-B80000695258	ADVANCED DISPOSAL	R	3/03/2020		517.20CR	091458	517.20
0302	AIRGAS USA LLC							
	I-9098436091	AIRGAS USA LLC	R	3/03/2020		257.07CR	091459	
	I-9967839253	AIRGAS USA LLC	R	3/03/2020		573.12CR	091459	
	I-9967839254	AIRGAS USA LLC	R	3/03/2020		194.19CR	091459	
	I-9967839570	AIRGAS USA LLC	R	3/03/2020		240.77CR	091459	1,265.15
0007	AMBROSIUS SALES & SERVICE							
	I-21781	AMBROSIUS SALES & SERVICE	R	3/03/2020		371.92CR	091460	
	I-21782	AMBROSIUS SALES & SERVICE	R	3/03/2020		43.28CR	091460	
	I-21925	AMBROSIUS SALES & SERVICE	R	3/03/2020		187.06CR	091460	
	I-21926	AMBROSIUS SALES & SERVICE	R	3/03/2020		13.84CR	091460	
	I-22118	AMBROSIUS SALES & SERVICE	R	3/03/2020		3.92CR	091460	620.02
7873	AMERICAN CONSERVATION & BILLING SOLUTIONS							
	I-10775	AMERICAN CONSERVATION & BILLIN	R	3/03/2020		1,042.00CR	091461	1,042.00
0009	AMERICAN OVERHEAD DOOR							
	I-250606	AMERICAN OVERHEAD DOOR	R	3/03/2020		118.00CR	091462	118.00
0020	BADGERLAND PRINTING INC							
	I-34666	BADGERLAND PRINTING INC	R	3/03/2020		127.50CR	091463	
	I-34667	BADGERLAND PRINTING INC	R	3/03/2020		174.00CR	091463	
	I-34668	BADGERLAND PRINTING INC	R	3/03/2020		315.28CR	091463	616.78
7734	AMANDA BARBER							
	I-202002250274	AMANDA BARBER	R	3/03/2020		37.00CR	091464	37.00
0027	BAY TOWEL INC							
	I-3021888	BAY TOWEL INC	R	3/03/2020		125.58CR	091465	
	I-3026355	BAY TOWEL INC	R	3/03/2020		112.04CR	091465	
	I-3029041	BAY TOWEL INC	R	3/03/2020		91.05CR	091465	328.67
7925	BIG ASS FANS							
	I-779287	BIG ASS FANS	R	3/03/2020		7,800.64CR	091466	
	I-783332	BIG ASS FANS	R	3/03/2020		2,475.00CR	091466	10,275.64

Attachment: 3-3-2020 VOUCHERS (9295 : Voucher approval.)

PACKET: 06277 MAR 2020 COUNCIL 3-3-2020

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

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
1532	BOBCAT PLUS INC							
	I-IG39129	BOBCAT PLUS INC	R	3/03/2020		148.70CR	091467	148.70
4286	JEDD BRADLEY							
	I-202002250275	JEDD BRADLEY	R	3/03/2020		500.00CR	091468	500.00
0649	BRAUER SUPPLY & EQUIPMENT							
	I-2020038	BRAUER SUPPLY & EQUIPMENT	R	3/03/2020		1,034.61CR	091469	1,034.61
0038	BROADWAY AUTOMOTIVE INC							
	I-485578P	BROADWAY AUTOMOTIVE INC	R	3/03/2020		43.65CR	091470	
	I-640932	BROADWAY AUTOMOTIVE INC	R	3/03/2020		2,084.47CR	091470	2,128.12
0039	BROOKS TRACTOR INC							
	C-D79282	BROOKS TRACTOR INC	R	3/03/2020		50.00	091471	
	I-D78813	BROOKS TRACTOR INC	R	3/03/2020		409.60CR	091471	
	I-D79066	BROOKS TRACTOR INC	R	3/03/2020		350.30CR	091471	
	I-D79242	BROOKS TRACTOR INC	R	3/03/2020		91.55CR	091471	801.45
8052	BROWN CO HAZARDOUS MAT RECOVERY							
	I-17285	BROWN CO HAZARDOUS MAT RECOVER	R	3/03/2020		15.00CR	091472	15.00
2984	BROWN COUNTY TREASURER							
	I-2020-00000023B	BROWN COUNTY TREASURER	R	3/03/2020		304.80CR	091473	304.80
0536	CDW GOVERNMENT INC							
	I-WSL6964	CDW GOVERNMENT INC	R	3/03/2020		184.76CR	091474	
	I-WSN3439	CDW GOVERNMENT INC	R	3/03/2020		127.50CR	091474	
	I-WSW9929	CDW GOVERNMENT INC	R	3/03/2020		380.00CR	091474	692.26
7997	COMPLETE OFFICE							
	I-AR14135	COMPLETE OFFICE	R	3/03/2020		56.61CR	091475	
	I-AR14136	COMPLETE OFFICE	R	3/03/2020		107.39CR	091475	
	I-AR14137	COMPLETE OFFICE	R	3/03/2020		115.65CR	091475	
	I-AR14138	COMPLETE OFFICE	R	3/03/2020		94.20CR	091475	
	I-AR14761	COMPLETE OFFICE	R	3/03/2020		156.00CR	091475	529.85
7782	CONWAY SHIELD							
	I-453607-IN	CONWAY SHIELD	R	3/03/2020		245.00CR	091476	245.00
0217	COUNTRY VISIONS COOPERATIVE							
	I-1673	COUNTRY VISIONS COOPERATIVE	R	3/03/2020		8.48CR	091477	8.48

Attachment: 3-3-2020 VOUCHERS (9295 : Voucher approval.)

PACKET: 06277 MAR 2020 COUNCIL 3-3-2020

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

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
8053	CRAFTS INC							
	I-5596	CRAFTS INC	R	3/03/2020		1,030.90CR	091478	1,030.90
6700	DARLEY CO							
	I-17389586	DARLEY CO	R	3/03/2020		45.00CR	091479	45.00
5940	DE PERE CINEMA							
	I-202002250276	DE PERE CINEMA	R	3/03/2020		175.00CR	091480	175.00
8054	DFI - SOLUTIONS IN PRINT							
	I-20020526	DFI - SOLUTIONS IN PRINT	R	3/03/2020		101.02CR	091481	101.02
0078	DORNER INC							
	I-19-11 (4)	DORNER INC	R	3/03/2020		144,253.70CR	091482	144,253.70
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-2131971	EMERGENCY MEDICAL PRODUCTS INC	R	3/03/2020		925.30CR	091483	
	I-2134168	EMERGENCY MEDICAL PRODUCTS INC	R	3/03/2020		424.46CR	091483	1,349.76
2627	FESTIVAL FOODS INC							
	I-25619-127	FESTIVAL FOODS INC	R	3/03/2020		8.41CR	091484	8.41
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-20680	FIRE APPARATUS & EQUIPMENT INC	R	3/03/2020		258.97CR	091485	258.97
5124	FIRELINE SPRINKLER CORP							
	I-6551-20	FIRELINE SPRINKLER CORP	R	3/03/2020		255.00CR	091486	
	I-8037-20	FIRELINE SPRINKLER CORP	R	3/03/2020		255.00CR	091486	510.00
0835	FOSTER COACH SALES INC							
	I-19054	FOSTER COACH SALES INC	R	3/03/2020		336.68CR	091487	336.68
7767	FREEDOM OVERHEAD DOORS							
	I-37736	FREEDOM OVERHEAD DOORS	R	3/03/2020		187.50CR	091488	187.50
3655	FUN EXPRESS LLC							
	I-701542912-01	FUN EXPRESS LLC	R	3/03/2020		119.34CR	091489	119.34
5830	GRAEF INC							
	I-107780	GRAEF INC	R	3/03/2020		51,660.00CR	091490	51,660.00
0116	GRAINGER INC							
	C-9441211324	GRAINGER INC	R	3/03/2020		65.69	091491	
	I-9317830686	GRAINGER INC	R	3/03/2020		87.80CR	091491	
	I-9339350077	GRAINGER INC	R	3/03/2020		175.92CR	091491	
	I-9348351652	GRAINGER INC	R	3/03/2020		153.00CR	091491	
	I-9440892850	GRAINGER INC	R	3/03/2020		86.03CR	091491	
	I-9441450807	GRAINGER INC	R	3/03/2020		83.81CR	091491	
	I-9442354461	GRAINGER INC	R	3/03/2020		62.07CR	091491	
	I-9444263231	GRAINGER INC	R	3/03/2020		220.48CR	091491	
	I-98119294100	GRAINGER INC	R	3/03/2020		10.37CR	091491	

Attachment: 3-3-2020 VOUCHERS (9295 : Voucher approval)

PACKET: 06277 MAR 2020 COUNCIL 3-3-2020

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

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7764	GREAT AMERICA FINANCIAL SVCS							
	I-26401500	GREAT AMERICA FINANCIAL SVCS	R	3/03/2020		455.84CR	091492	455.84
0119	GREATER GREEN BAY CHAMBER							
	I-182574	GREATER GREEN BAY CHAMBER	R	3/03/2020		3,906.00CR	091493	3,906.00
0124	GREEN BAY CITY TREASURER							
	I-129272	GREEN BAY CITY TREASURER	R	3/03/2020		39,731.45CR	091494	39,731.45
5484	HYDROCORP INC							
	I-55934-IN	HYDROCORP INC	R	3/03/2020		2,876.00CR	091495	
	I-56140-IN	HYDROCORP INC	R	3/03/2020		2,648.00CR	091495	5,524.00
1399	INDOFF INC							
	I-3341218	INDOFF INC	R	3/03/2020		102.95CR	091496	
	I-3342245	INDOFF INC	R	3/03/2020		49.02CR	091496	
	I-3345214	INDOFF INC	R	3/03/2020		113.98CR	091496	265.95
3201	JOSEPH JOHNSON							
	I-202002250277	JOSEPH JOHNSON	R	3/03/2020		25.70CR	091497	
	I-202002250278	JOSEPH JOHNSON	R	3/03/2020		73.58CR	091497	99.28
1276	JX ENTERPRISES INC							
	I-14114239P	JX ENTERPRISES INC	R	3/03/2020		32.07CR	091498	
	I-14114246P	JX ENTERPRISES INC	R	3/03/2020		46.51CR	091498	
	I-14114467P	JX ENTERPRISES INC	R	3/03/2020		179.97CR	091498	
	I-14114748P	JX ENTERPRISES INC	R	3/03/2020		23.65CR	091498	
	I-14114790P	JX ENTERPRISES INC	R	3/03/2020		5.22CR	091498	
	I-14114797P	JX ENTERPRISES INC	R	3/03/2020		129.99CR	091498	
	I-14115241P	JX ENTERPRISES INC	R	3/03/2020		333.94CR	091498	751.35
0153	LAFORCE INC							
	I-1125372	LAFORCE INC	R	3/03/2020		465.00CR	091499	465.00
7563	MATTHEW LECLAIR							
	I-202002250279	MATTHEW LECLAIR	R	3/03/2020		166.75CR	091500	166.75
7875	LF GEORGE INC							
	I-IC71842	LF GEORGE INC	R	3/03/2020		171.49CR	091501	171.49
2044	LIGHTHOUSE TITLE INC							
	I-WGB19-12268244	LIGHTHOUSE TITLE INC	R	3/03/2020		65.00CR	091502	
	I-WGB20-02269672	LIGHTHOUSE TITLE INC	R	3/03/2020		749.00CR	091502	814.00

PACKET: 06277 MAR 2020 COUNCIL 3-3-2020

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

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7446	MACQUEEN EQUIPMENT GROUP							
	C-P13979	MACQUEEN EQUIPMENT GROUP	R	3/03/2020		3,952.02	091503	
	C-P13982	MACQUEEN EQUIPMENT GROUP	R	3/03/2020		546.65	091503	
	I-P13743	MACQUEEN EQUIPMENT GROUP	R	3/03/2020		4,793.67CR	091503	295.00
5635	MATTHEW T MAGNO							
	I-202002250280	MATTHEW T MAGNO	R	3/03/2020		139.00CR	091504	
	I-202002250281	MATTHEW T MAGNO	R	3/03/2020		69.55CR	091504	208.55
0173	MENARDS INC							
	I-60913	MENARDS INC	R	3/03/2020		19.11CR	091505	
	I-61138	MENARDS INC	R	3/03/2020		79.89CR	091505	
	I-61243	MENARDS INC	R	3/03/2020		56.07CR	091505	
	I-61245	MENARDS INC	R	3/03/2020		21.05CR	091505	
	I-61249B	MENARDS INC	R	3/03/2020		92.72CR	091505	
	I-61308	MENARDS INC	R	3/03/2020		15.99CR	091505	
	I-61314	MENARDS INC	R	3/03/2020		38.35CR	091505	
	I-61315	MENARDS INC	R	3/03/2020		25.88CR	091505	
	I-61436	MENARDS INC	R	3/03/2020		1,186.96CR	091505	
	I-61485	MENARDS INC	R	3/03/2020		19.80CR	091505	
	I-61491	MENARDS INC	R	3/03/2020		73.46CR	091505	
	I-61494	MENARDS INC	R	3/03/2020		43.57CR	091505	
	I-61496	MENARDS INC	R	3/03/2020		16.42CR	091505	
	I-61547	MENARDS INC	R	3/03/2020		403.84CR	091505	
	I-61613	MENARDS INC	R	3/03/2020		5.85CR	091505	
	I-61652	MENARDS INC	R	3/03/2020		86.72CR	091505	
	I-61840	MENARDS INC	R	3/03/2020		65.26CR	091505	
	I-61895	MENARDS INC	R	3/03/2020		5.99CR	091505	
	I-61920	MENARDS INC	R	3/03/2020		58.62CR	091505	
	I-61976	MENARDS INC	R	3/03/2020		167.56CR	091505	
	I-62022	MENARDS INC	R	3/03/2020		7.99CR	091505	2,491.10
VOID	VOID CHECK		V	3/03/2020			091506	**VOID**
8055	NAOMI MOES-JENKINS							
	I-1	NAOMI MOES-JENKINS	R	3/03/2020		670.00CR	091507	670.00
0180	MONROE TRUCK EQUIPMENT INC							
	I-821520	MONROE TRUCK EQUIPMENT INC	R	3/03/2020		106.84CR	091508	106.84
3191	NCI							
	I-AR17628	NCI	R	3/03/2020		113.75CR	091509	113.75

Attachment: 3-3-2020 VOUCHERS (9295 : Voucher approval.)

PACKET: 06277 MAR 2020 COUNCIL 3-3-2020

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

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7129	NELSON TACTICAL							
	I-1521	NELSON TACTICAL	R	3/03/2020		147.13CR	091510	147.13
0531	NORTHEAST AUTO PARTS INC							
	C-345601	NORTHEAST AUTO PARTS INC	R	3/03/2020		28.08	091511	
	I-345240	NORTHEAST AUTO PARTS INC	R	3/03/2020		28.08CR	091511	
	I-345558	NORTHEAST AUTO PARTS INC	R	3/03/2020		12.60CR	091511	
	I-345582	NORTHEAST AUTO PARTS INC	R	3/03/2020		32.74CR	091511	
	I-345584	NORTHEAST AUTO PARTS INC	R	3/03/2020		6.29CR	091511	
	I-345618	NORTHEAST AUTO PARTS INC	R	3/03/2020		255.08CR	091511	
	I-345643	NORTHEAST AUTO PARTS INC	R	3/03/2020		23.97CR	091511	
	I-345671	NORTHEAST AUTO PARTS INC	R	3/03/2020		29.99CR	091511	
	I-345678	NORTHEAST AUTO PARTS INC	R	3/03/2020		49.96CR	091511	
	I-345793	NORTHEAST AUTO PARTS INC	R	3/03/2020		12.85CR	091511	
	I-345795	NORTHEAST AUTO PARTS INC	R	3/03/2020		245.09CR	091511	
	I-345868	NORTHEAST AUTO PARTS INC	R	3/03/2020		44.19CR	091511	712.76
3250	NORTHERN LAKE SERVICE							
	I-373462	NORTHERN LAKE SERVICE	R	3/03/2020		560.00CR	091512	560.00
5222	P J KORTENS & CO INC							
	I-10022014	P J KORTENS & CO INC	R	3/03/2020		12,193.33CR	091513	
	I-10022025	P J KORTENS & CO INC	R	3/03/2020		957.38CR	091513	13,150.71
0197	PACKER CITY INTL TRUCKS INC							
	I-X101120398:01	PACKER CITY INTL TRUCKS INC	R	3/03/2020		167.12CR	091514	
	I-X101121225:01	PACKER CITY INTL TRUCKS INC	R	3/03/2020		60.13CR	091514	227.25
1331	PACKER FASTENER & SUPPLY INC							
	I-479036	PACKER FASTENER & SUPPLY INC	R	3/03/2020		4.96CR	091515	
	I-484493	PACKER FASTENER & SUPPLY INC	R	3/03/2020		399.68CR	091515	
	I-491809	PACKER FASTENER & SUPPLY INC	R	3/03/2020		39.30CR	091515	
	I-492356	PACKER FASTENER & SUPPLY INC	R	3/03/2020		97.78CR	091515	
	I-493499	PACKER FASTENER & SUPPLY INC	R	3/03/2020		48.26CR	091515	589.98
0208	POMP'S TIRE SERVICE INC							
	I-90062863	POMP'S TIRE SERVICE INC	R	3/03/2020		349.32CR	091516	349.32
0211	POSITIVE PROMOTIONS							
	I-6483750	POSITIVE PROMOTIONS	R	3/03/2020		385.37CR	091517	385.37
6948	RAY'S TIRE							
	I-1011050	RAY'S TIRE	R	3/03/2020		820.80CR	091518	820.80

PACKET: 06277 MAR 2020 COUNCIL 3-3-2020

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

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0227	REINDERS INC							
	I-1815159-00	REINDERS INC	R	3/03/2020		15.23CR	091519	
	I-1816753-00	REINDERS INC	R	3/03/2020		93.81CR	091519	
	I-1817215-00	REINDERS INC	R	3/03/2020		67.65CR	091519	
	I-1817388-00	REINDERS INC	R	3/03/2020		226.12CR	091519	
	I-1817439-00	REINDERS INC	R	3/03/2020		356.04CR	091519	
	I-1817439-01	REINDERS INC	R	3/03/2020		21.70CR	091519	
	I-1817450-00	REINDERS INC	R	3/03/2020		81.78CR	091519	
	I-1817534-00	REINDERS INC	R	3/03/2020		29.97CR	091519	
	I-1817727-00	REINDERS INC	R	3/03/2020		68.42CR	091519	960.72
0681	ROGAN'S SHOES							
	I-202002250282	ROGAN'S SHOES	R	3/03/2020		102.00CR	091520	102.00
1890	S I METALS AND SUPPLY							
	I-232357	S I METALS AND SUPPLY	R	3/03/2020		200.00CR	091521	200.00
0235	SAINT VINCENT HOSPITAL							
	I-50922	SAINT VINCENT HOSPITAL	R	3/03/2020		42.98CR	091522	42.98
3234	SHERWIN WILLIAMS							
	I-2417-5	SHERWIN WILLIAMS	R	3/03/2020		112.20CR	091523	
	I-2454-8	SHERWIN WILLIAMS	R	3/03/2020		71.88CR	091523	
	I-2455-5	SHERWIN WILLIAMS	R	3/03/2020		28.05CR	091523	
	I-8664-3	SHERWIN WILLIAMS	R	3/03/2020		30.75CR	091523	242.88
6152	TIM SINKLER							
	I-202002250283	TIM SINKLER	R	3/03/2020		300.00CR	091524	300.00
1446	SNAP ON INDUSTRIAL							
	I-ARS/14163579	SNAP ON INDUSTRIAL	R	3/03/2020		260.00CR	091525	260.00
0252	SOUTHSIDE TIRE CO INC							
	I-3087033	SOUTHSIDE TIRE CO INC	R	3/03/2020		121.57CR	091526	121.57
0257	STREICHER'S INC							
	I-I1405365	STREICHER'S INC	R	3/03/2020		336.94CR	091527	336.94
7588	THOMAS EMS							
	I-33827	THOMAS EMS	R	3/03/2020		15.00CR	091528	15.00
0267	TRAFFIC & PARKING CONTROL INC							
	I-I662256	TRAFFIC & PARKING CONTROL INC	R	3/03/2020		1,425.00CR	091529	1,425.00

Attachment: 3-3-2020 VOUCHERS (9295 : Voucher approval.)

PACKET: 06277 MAR 2020 COUNCIL 3-3-2020
VENDOR SET: 01 **** CHECK LISTING ****
BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0268	TRUCK EQUIPMENT INC							
	I-875520-00	TRUCK EQUIPMENT INC	R	3/03/2020		86.43CR	091530	
	I-877243-00	TRUCK EQUIPMENT INC	R	3/03/2020		325.00CR	091530	
	I-877248-00	TRUCK EQUIPMENT INC	R	3/03/2020		588.00CR	091530	
	I-877599-00	TRUCK EQUIPMENT INC	R	3/03/2020		345.00CR	091530	
	I-885106-00	TRUCK EQUIPMENT INC	R	3/03/2020		509.40CR	091530	
	I-886525-00	TRUCK EQUIPMENT INC	R	3/03/2020		72.40CR	091530	
	I-887167-00	TRUCK EQUIPMENT INC	R	3/03/2020		12.56CR	091530	
	I-887712-00	TRUCK EQUIPMENT INC	R	3/03/2020		21.96CR	091530	1,960.75
6900	TURRIFF PLUMBING INC.							
	I-9884	TURRIFF PLUMBING INC.	R	3/03/2020		1,195.00CR	091531	1,195.00
5663	TYLER TECHNOLOGIES INC							
	I-045-290829	TYLER TECHNOLOGIES INC	R	3/03/2020		500.00CR	091532	500.00
0272	UNIFORM SHOPPE INC							
	I-295650	UNIFORM SHOPPE INC	R	3/03/2020		19.95CR	091533	
	I-296158	UNIFORM SHOPPE INC	R	3/03/2020		91.45CR	091533	
	I-296389	UNIFORM SHOPPE INC	R	3/03/2020		57.95CR	091533	169.35
7210	VANDEN PLAS SANITATION INC.							
	I-40991	VANDEN PLAS SANITATION INC.	R	3/03/2020		131.60CR	091534	131.60
3085	VANDERLOOP'S SHOES INC							
	I-I04-10039159	VANDERLOOP'S SHOES INC	R	3/03/2020		225.00CR	091535	
	I-I04-10039347	VANDERLOOP'S SHOES INC	R	3/03/2020		106.00CR	091535	331.00
3707	VIKING ELECTRIC SUPPLY							
	I-S003354642.001	VIKING ELECTRIC SUPPLY	R	3/03/2020		538.20CR	091536	538.20
7861	KRISTEN VINCENT							
	I-202002250284	KRISTEN VINCENT	R	3/03/2020		331.90CR	091537	331.90
5539	VORPAHL FIRE & SAFETY CORP							
	I-215288823	VORPAHL FIRE & SAFETY CORP	R	3/03/2020		80.00CR	091538	80.00
0238	WAUSAU EQUIPMENT CO INC							
	I-6923945	WAUSAU EQUIPMENT CO INC	R	3/03/2020		577.00CR	091539	577.00
0426	WERNER ELECTRIC SUPPLY							
	I-S6075761.001	WERNER ELECTRIC SUPPLY	R	3/03/2020		19.38CR	091540	19.38

Attachment: 3-3-2020 VOUCHERS (9295 : Voucher approval.)

PACKET: 06277 MAR 2020 COUNCIL 3-3-2020

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

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** TOTALS **	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	84	0.00	306,406.30	306,406.30
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	85	0.00	306,406.30	306,406.30

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 3-3-2020 VOUCHERS (9295 : Voucher approval.)

PACKET: 06277 MAR 2020 COUNCIL 3-3-2020

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

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT

** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	3/2020	123,353.19CR
201	3/2020	3,437.54CR
260	3/2020	65.00CR
285	3/2020	670.00CR
292	3/2020	749.00CR
405	3/2020	144,334.95CR
601	3/2020	24,704.64CR
650	3/2020	9,091.98CR
ALL		306,406.30CR

Attachment: 3-3-2020 VOUCHERS (9295 : Voucher approval.)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**March 3, 2020**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**