

NOTICE OF PUBLIC MEETING

Pursuant to Wisconsin Statutes Section 19.84, notice is hereby given to the public that a regular meeting of the **FINANCE/PERSONNEL COMMITTEE** will be held **SEPTEMBER 11, 2012 AT 7:30 P.M.** in the **CITY HALL COUNCIL CHAMBERS, SECOND FLOOR OF DE PERE CITY HALL, 335 SOUTH BROADWAY STREET, DE PERE, WISCONSIN.**

This meeting is rebroadcast on Time Warner Cable Channel 4 and Channel 99 U-verse throughout the week.

***Agenda item requires City Council action.**

AGENDA FOR SAID MEETING

1. Roll call.
2. Approval of the minutes of the August 14, 2012 regular meeting of the Finance/Personnel Committee.
3. Overtime report of the Fire Department for the month of August 2012.
4. Overtime report of the Police Department for the month of August 2012.
5. Overtime report of the Engineering Department for the month of August 2012.
6. Consider request for payment by Tom Gavic for Facade Grant project work at 301 Main Avenue.
7. Consideration of Initial Resolution and Waiver Resolution for Industrial Revenue Bond financing request of Washworld of De Pere, LLC and/or Wash World, Inc. *
8. Donation of computer from Wal-Mart to the Police Department for investigations and/or use at crime scenes. *
9. Consider Fire Department Telephone Contract renewal with U.S. Cellular. *
10. Consider Police/School Liaison Agreement Renewal. *
11. Consider revisions to General Penalty Provisions of §1-11 De Pere Municipal Code. *
12. Consider Impound Agreement between the City of De Pere and Bay Area Humane Society. *
13. Discussion regarding "How to Run for Local Office" guide.
14. Discussion regarding 2013 Budget.
15. Briefing report on two or three personnel for ambulance staffing.
16. Consider request to fill patrol officer position vacancy.
17. Public comment and announcements.

18. Future agenda items.

19. Adjournment.

Lawrence Delo
City Administrator

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject(s) over which they have decision-making responsibility.

Any person wishing to attend who, because of disability, requires special accommodation should contact the City Administrator's Office at 339-4044 by 4:30 p.m., September 10, 2012 so that arrangements can be made.

Agenda Sent To:

Alderspersons

Mayor

City Administrator

Department Heads

Brown County Library, De Pere Branch

De Pere Journal

Green Bay Press-Gazette

De Pere Chamber of Commerce

TV & Radio

Tom Gavic, 1818 Rainbow Avenue, De Pere, WI 54115

David Fenlon, Bay Area Humane Society, 1830 Radisson Street, Green Bay, WI 54302

**FINANCE/PERSONNEL COMMITTEE
CITY OF DE PERE, WISCONSIN – August 14, 2012**

The Finance/Personnel Committee of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall, on Tuesday, August 14, 2012.

Aldersperson Kathleen Van Vonderen called the meeting to order at 7:31 p.m. Roll call was taken and the following members were present: Alderspersons Michael Donovan, Daniel Robinson and Larry Lueck. Mayor Michael Walsh was excused. Also present: City Administrator Lawrence Delo, City Attorney Judith Schmidt-Lehman, Human Resources Director Shannon Metzler, Fire Chief Robert Kiser, Police Chief Derek Beiderwieden, Planning and Economic Development Director Ken Pabich, Finance Director Joe Zegers, Parks and Recreation Director Marty Kosobucki and members of the public.

Aldersperson Donovan moved, seconded by Aldersperson Lueck, to approve the minutes of the July 10, 2012 meeting. Upon vote, the minutes were approved with 3 ayes and 1 abstention. Aldersperson Robinson abstained; all others voted aye.

3. Overtime report of the Fire Department for the month of July 2012. Aldersperson Donovan moved, seconded by Aldersperson Robinson to approve the overtime report. Aldersperson Van Vonderen questioned the increase in staffing replacement and Chief Kiser explained was due to sick time while at minimum staffing. Upon discussion and vote, motion was approved unanimously.

4. Overtime report of the Police Department for the month of July 2012. Aldersperson Robinson moved, seconded by Aldersperson Van Vonderen, to approve the overtime report. Aldersperson Van Vonderen questioned the increase in staffing level and sick time. Chief Beiderwieden explained the increase in staffing level is due to vacation, return of an officer from FMLA and being two officers down in the department and sick time was due to FMLA. Upon discussion and vote, motion was approved unanimously.

5. Overtime report of the Engineering Department for the month of July 2012. Aldersperson Robinson moved, seconded by Aldersperson Donovan, to approve the overtime report. Upon vote, motion was approved unanimously.

6. Consider request of Fire Chief to fill Fire Mechanic Position Vacancy and subsequent internal and external position vacancies. Aldersperson Donovan moved, seconded by Aldersperson Van Vonderen to approve filling the position vacancy and subsequent vacancies. Upon discussion and vote, motion carried unanimously.

7. Fire Chief's report on utilization of Paid on Call Firefighters. Chief Kiser reviewed his briefing report and responded to committee member questions. Item was for discussion purposes only; no action was taken.

8. Consider \$300 donation from the De Pere Men's Club to be used toward the senior picnic. Aldersperson Donovan moved, seconded by Aldersperson Lueck to accept the donation. Upon vote, motion was approved unanimously.

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9. Consider \$500 Green Bay Area Community Grant from the Shopko Foundation to be used toward a technology upgrade in the Police Department. Alderperson Robinson moved, seconded by Alderperson Donovan to accept the grant. Upon vote, motion was approved unanimously.

10. Consider request to use Ice Center funds for maintenance and remodeling of concession stand. Alderperson Lueck moved, seconded by Alderperson Donovan to approve the use of the funds for the concession stand. Upon vote, motion was approved unanimously.

11. Consider proposed pawnbroker/secondhand dealer ordinance. City Attorney Schmidt-Lehman responded to committee member questions regarding the ordinance. Upon discussion, Alderperson Donovan moved, seconded by Alderperson Robinson to approve the ordinance. Upon vote, motion was approved unanimously.

12. Authorizing applying for Wisconsin Public Service Energy Teams and Enhanced Bonus Incentives. Alderperson Lueck moved, seconded by Alderperson Robinson to approve applying for the grant. City Administrator Delo provided an overview of the grant and responded to committee member questions. Upon discussion and vote, motion was approved unanimously.

13. Consideration of revised Reserve Class B License Economic Development Grant Application. Alderperson Lueck moved, seconded by Alderperson Donovan to approve the revised application. City Attorney Schmidt-Lehman provided an overview of the revisions and responded to committee member questions. Upon discussion and vote, motion was approved unanimously.

Item #15 was moved here.

15. Consider offer to purchase WD-1136-1 and WD-1136-2 for Washworld. Purchaser: Washworld of De Pere, LLC. Planning and Economic Development Director Pabich provided an overview of the offer to purchase and responded to committee member questions. Upon discussion, Alderperson Van Vonderen moved, seconded by Alderperson Donovan to approve the offer to purchase. Upon vote, motion was approved unanimously.

14. 2013 Budget Discussion. Administrator Delo reported on the current status of the budget and budget schedule.

16. Public Comment or other Announcements. Alderperson Van Vonderen asked if there was anyone present who wished to speak during public comment and there was no one present who wished to speak so public comment was closed.

17. Future Agenda Items. None.

Upon motion by Alderperson Van Vonderen, seconded by Alderperson Robinson, the Finance/Personnel Committee unanimously adjourned at 8:51 p.m.

Respectfully submitted,

Jennifer Dupont
Recording Secretary

DE PERE FIRE RESCUE
OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2011

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
STANDBYS	347.25	362.25	458	305.25	275.5	345.75	455	354.5	363.5	378.25	428	391.5	4464.75
EMS TRAINING	283	92.25	84.75	159.25	36.5	4.75	0	0	140.25	89.75	53.75	160.25	1104.5
FIRE TRAINING	19.5	92.25	100.25	285.25	93.5	10.75	10.5	13.5	18	48.5	6.5	3	701.5
RESCUE CALLS	10	14.5	12.5	14.5	3.25	152.75	16.75	18	19	10.5	4.25	10.25	286.25
FIRE CALLS	6	0.75	0	0	0	0	0	0	0	0	1.5	34.5	42.75
OFFICER MTGS.	9	11.25	3	9	6.75	13	4.5	12	5	12	9	28.75	123.25
STAFFING REP.	210	118.5	202.5	0	3	0	144.5	0	18	132.75	132.5	4.5	966.25
MAINTENANCE	0	0	8	6	0	40.5	0	0	0	22.25	0	0	76.75
PUB. ED.	0	0	13.5	6	1.5	0	0	0	6.75	37.5	0.5	0	65.75
# FIRE RUNS	32	20	35	35	39	20	47	39	48	32	24	39	408
# of EMS RUNS	136	127	154	148	177	132	165	139	136	176	129	142	1765
TOTAL HRS.	884.75	691.75	882.5	785.25	420	567.5	631.25	398	570.5	731.5	636	632.75	7831.75

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2012

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
STANDBYS	75.25	84	57.75	66	99.5	27	20	45					474.5
EMS TRAINING	52.5	96	69	92.75	28	2.5	16.5	21.5					378.75
FIRE TRAINING	3	16	67.5	55	55.75	0	10.75	13					221
RESCUE CALLS	24.75	18.5	3.5	9	15.75	7	25.75	5.5					109.75
FIRE CALLS	32	24	0	11.25	3	14.25	27.75	25.25					137.5
OFFICER MTGS.	3	16	11.5	14	9	4	0	4.5					62
STAFFING REP.	75.75	3.75	50.25	4.5	42.75	0	108	132					417
MAINTENANCE	11.5	27	8	0	38.25	5.25	0	0					90
PUB. ED.	0	0	2.5	13.5	0	0	0	0					16
# FIRE RUNS	20	21	24	35	28	29	43	29					229
# of EMS RUNS	147	130	127	152	161	127	143	143					1130
TOTAL HRS.	277.75	285.25	270	266	292	60	208.75	246.75	0	0	0	0	1906.5

ANNUAL PERCENTAGE OF OVERTIME USED THROUGH 8/24/2012 43.70% \$41,323 used, balance left \$53,247.

DE PERE FIRE RESCUE
STANDBY OVERTIME BREAKDOWN BY AREA
FOR THE YEAR OF 2012

AREA	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
LEDGEVIEW	9.5	10.5	4.5	8.4	14.49	3.4	2.5	5.1					58.39
LAWRENCE	9	18.9	7.5	6	10.08	3.7	1.8	5.4					62.38
ALLOUEZ	0	0	0	0	0	0.0	0	0					0
ASHWAUBENON	0.5	3.5	0	2.8	8.19	1.4	0.7	1.9					18.99
CTY RESCUE	0	0	0	0	0.63	0.0	0	0					0.63
OTHER	0	0	0.5	0	1.26	0.0	0	0					1.76
TOTAL HRS.	19	32.9	12.5	17.2	34.65	8.5	5	12.4	0	0	0	0	142.15

DE PERE FIRE/RESCUE MONTHLY LOG 2012

<u>RUN</u>	<u>Date</u>	<u>Time</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
1114	8/1/2012	04:49	ASH	M	A121		X	V			0
1115	8/1/2012	14:43	LE	M	A111		X	V			0
1116	8/1/2012	15:12	CD	F	E121						0
1117	8/1/2012	20:42	CD	M	A121	X		N			0
1118	8/2/2012	03:41	CD	M	A111		X	B			0
1119	8/2/2012	15:10	CD	F	E111						0
1119 1	8/2/2012	15:10	CD	M	A121		X	V			0
1120	8/2/2012	18:14	LE	M	A111	X		A			0
1121	8/3/2012	02:03	CD	F	E111,E121						0
1122	8/3/2012	04:02	CD	F	E111						0
1123	8/3/2012	04:33	ASH	M	A121	X		B			0
1124	8/3/2012	05:23	CD	M	A111		X	N			0
1125	8/3/2012	08:33	CD	F	E111,E121						0
1126	8/3/2012	09:47	CD	F	E111,L111,E121,C101						0
1127	8/3/2012	13:50	ASH	M	A121		X	V			0
1128	8/3/2012	14:14	CD	M	A111,C101		X	V			0
1129	8/3/2012	16:39	CD	M	A121		X	V			0
1130	8/3/2012	17:44	LE	M	A111	X		B			0
1131	8/3/2012	18:57	CD	M	A111		X	N			0
1132	8/3/2012	23:42	LA	M	A121	X		V			0
1133	8/4/2012	13:21	LE	M	A111	X		B			0
1134	8/4/2012	13:27	CD	M	A121		X	N			1
1135	8/4/2012	15:17	CD	M	A121,A111		X	N			0
1136	8/4/2012	16:12	CD	M	A121	X		A			0
1137	8/4/2012	16:13	CD	M	A111	X		B			2
1138	8/4/2012	18:26	CD	F	E111						0
1139	8/4/2012	19:08	CD	M	A111	X		A			0
1140	8/5/2012	10:59	LE	M	A111		X	N			0
1141	8/5/2012	13:47	CD	M	A111		X	N			0
1142	8/5/2012	16:33	CD	M	A121	X		V			0
1143	8/5/2012	16:57	ASH	M	A111		X	B			0
1144	8/5/2012	17:23	CD	M	A121,E111	X		V			0
1145	8/5/2012	18:55	CD	M	A121		X	V			0
1146	8/5/2012	19:02	CD	M	A111		X	N			0
1146	8/5/2012	19:02	CD	F	E111						0
1147	8/5/2012	21:33	CD	M	A121	X		M			0
1148	8/6/2012	10:57	CD	F	E111						0

<u>RUN</u>	<u>Date</u>	<u>Time</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
1148	8/6/2012	10:57	CD	M	A111,A121		X	V			0
1149	8/6/2012	14:07	CD	M	A111,A121	X		A			2
1150	8/6/2012	14:14	LA	M	E121			N		3	0
1151	8/6/2012	15:57	CD	M	A121		X	N			0
1152	8/7/2012	03:34	LA	M	A121		X	V			0
1153	8/7/2012	07:27	CD	M	A121		X	B			0
1154	8/7/2012	10:16	CD	M	A121	X		M			0
1155	8/7/2012	13:09	LE	M	A111	X		V			0
1156	8/7/2012	17:16	CD	M	A111,E111	X		B			0
1157	8/7/2012	17:39	CD	M	A121,E111		X	B			0
1158	8/8/2012	09:47	LA	M	A121		X	V			0
1159	8/8/2012	10:27	CD	F	E111						0
1160	8/8/2012	14:32	CD	M	A121		X	V			0
1161	8/9/2012	07:56	CD	M	A121	X		A			0
1162	8/9/2012	17:32	LA	M	A121		X	V			0
1163	8/9/2012	19:57	BV	F	C101						0
1164	8/9/2012	20:15	CD	F	E121,E111,L111,C101						0
1165	8/10/2012	14:46	CD	F	E121,E111						0
1166	8/10/2012	15:45	CD	F	E121						0
1167	8/10/2012	17:52	CD	M	A111		X	N			0
1168	8/11/2012	01:17	CD	M	A111		X	V			0
1169	8/11/2012	01:38	CD	M	A121		X	A			1
1170	8/11/2012	12:51	CD	M	A121	X		V			0
1171	8/11/2012	18:31	CD	M	A121		X	V			0
1172	8/11/2012	20:21	CD	M	A121	X		V			0
1173	8/11/2012	20:57	CD	M	A111	X		V			0
1174	8/12/2012	05:50	CD	M	A111	X		B			0
1175	8/12/2012	16:15	CD	M	A111	X		A			0
1176	8/12/2012	21:40	CD	M	A111		X	V			0
1177	8/13/2012	04:30	CD	M	A121		X	A			0
1178	8/13/2012	09:45	CD	F	E111,E121,C101						0
1179	8/13/2012	10:33	CD	M	A111	X		V			0
1180	8/13/2012	12:18	ASH	M	A121	X		A			0
1181	8/13/2012	12:22	CD	M	A111	X		V			0
1182	8/13/2012	13:23	LE	M	A111	X		V			0
1183	8/14/2012	18:32	CD	M	A121	X		B			0
1184	8/14/2012	19:41	CD	M	A111		X	N			0
1185	8/15/2012	07:04	CD	M	A121		X	N			0

<u>RUN</u>	<u>Date</u>	<u>Time</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
1186	8/15/2012	09:06	CD	M	A121		X	B			0
1187	8/15/2012	09:37	CD	F	E111						0
1188	8/15/2012	10:49	CD	M	A121	X		V			0
1189	8/15/2012	11:48	CD	M	A111	X		V			0
1190	8/15/2012	12:53	LE	M	A111	X		V			0
1191	8/15/2012	16:26	CD	M	A111		X	N			0
1192	8/15/2012	19:51	CD	M	A121	X		A			0
1193	8/15/2012	23:14	CD	M	A121		X	B			0
1194	8/16/2012	01:00	CD	M	A111	X		V			0
1195	8/16/2012	07:08	CD	M	A121,U111	X		V			0
1196	8/16/2012	07:26	CD	M	E121		X	N			0
1197	8/16/2012	12:08	CD	M	A121,U111		X	N			0
1198	8/16/2012	20:25	CD	M	A121,U111	X		M			0
1199	8/16/2012	20:58	LA	M	A111,C101	X		V			1
1200	8/16/2012	23:16	CD	M	A111,A121	X		V			0
1201	8/17/2012	07:01	LA	M	A121		X	V			0
1202	8/17/2012	14:04	CD	M	A121		X	V			0
1203	8/17/2012	14:10	CD	F	E111,U111						0
1204	8/17/2012	19:01	ASH	M	A121	X		A			0
1205	8/17/2012	22:05	CD	F	E111,E121,L111,A121						0
1206	8/17/2012	22:19	LE	M	NONE		X	N		3	0
1207	8/17/2012	22:40	CD	F	E111						0
1208	8/18/2012	00:58	CD	M	A121		X	M			0
1209	8/18/2012	08:49	CD	M	A121		X	N			0
1210	8/18/2012	10:43	CD	M	A121	X		B			0
1211	8/18/2012	11:14	LA	M	A111	X		M			2
1212	8/18/2012	15:11	CD	M	A121		X	M			0
1213	8/18/2012	20:33	CD	M	A121	X		M			0
1214	8/19/2012	07:16	CD	M	A121		X	V			0
1215	8/20/2012	19:07	CD	M	A121	X		M			0
1216	8/20/2012	19:44	CD	M	A111	X		A			0
1217	8/20/2012	20:02	CD	M	A121,E111		X	M			0
1218	8/21/2012	01:46	LE	M	A111	X		V			0
1219	8/21/2012	06:45	CD	M	A111		X	V			0
1220	8/21/2012	07:46	CD	F	11,L111,E121,C101,C1						0
1221	8/21/2012	08:51	CD	M	A111	X		V			0
1222	8/21/2012	10:32	CD	M	A111	X		V			0
1223	8/21/2012	12:23	LA	M	A121		X	M			0

<u>RUN</u>	<u>Date</u>	<u>Time</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
1224	8/21/2012	20:58	LE	M	A111		X	N			0
1225	8/22/2012	00:32	CD	M	A111		X	N			0
1226	8/22/2012	03:19	CD	F	E111						0
1227	8/22/2012	04:05	CD	M	A121		X	B			0
1228	8/22/2012	10:18	LE	M	E111,A111		X	N			0
1229	8/22/2012	10:50	CD	F	E111						0
1229 1	8/22/2012	10:50	CD	M	A111		X	N			0
1230	8/22/2012	12:55	CD	M	A111	X		A			0
1231	8/22/2012	15:24	LA	M	A121		X	B			0
1232	8/22/2012	19:38	CD	M	A111	X		V			0
1233	8/22/2012	21:15	LE	M	A111		X	N			0
1234	8/23/2012	00:05	CD	F	U111						0
1235	8/23/2012	03:26	CD	M	A121	X		V			0
1236	8/23/2012	07:59	CD	M	A121		X	N			0
1237	8/23/2012	08:05	LE	M	A111		X	A			0
1238	8/23/2012	08:06	CD	M	E111,C101,A121		X	V			1
1239	8/23/2012	09:47	CD	M	A121	X		V			0
1240	8/23/2012	14:53	CD	M	A111	X		V			0
1241	8/23/2012	17:08	CD	M	A111		X	V			0
1242	8/23/2012	18:03	LA	M	A121,E122	X		M			0
1243	8/24/2012	01:54	LA	M	A121,U111	X		B			0
1244	8/24/2012	06:57	CD	M	A122	X		V			0
1245	8/25/2012	04:01	CD	M	A121	X		B			0
1246	8/25/2012	21:29	CD	M	A111	X		A			0
1247	8/25/2012	23:53	LA	M	A121,U111		X	M			0
1248	8/26/2012	13:37	CD	M	A121	X		V			0
1249	8/26/2012	20:57	CD	M	A121	X		B			0
1250	8/27/2012	07:09	CD	M	A121,A111	X		N			3
1251	8/27/2012	07:55	CD	M	A111	X		V			0
1252	8/27/2012	11:27	CD	M	A121	X		V			0
1253	8/27/2012	11:32	CD	M	A111		X	B			0
1254	8/27/2012	13:24	CD	M	A111		X	V			0
1255	8/27/2012	14:06	CD	M	A121	X		A			0
1256	8/27/2012	18:42	CD	M	A121		X	N			0
1257	8/27/2012	21:38	CD	M	A121	X		M			0
1258	8/28/2012	06:04	LE	F	E111						0
1258 1	8/28/2012	06:04	LE	M	A121	X		V			0
1259	8/28/2012	10:05	CD	F	E111A121 A111 E121						0

<u>RUN</u>	<u>Date</u>	<u>Time</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
1260	8/28/2012	14:32	CD	M	A121		X	N			0
1261	8/28/2012	14:41	CD	M	A111	X		V			1
1262	8/28/2012	22:01	CD	M	A121	X		B			0
1263	8/29/2012	02:55	CD	M	A121		X	M			0
1264	8/29/2012	06:33	CD	F	E111,E121,L111						0
1265	8/29/2012	12:35	CD	M	A111	X		A			0
1266	8/29/2012	14:58	LA	M	A121		X	B			0
1267	8/29/2012	15:45	CD	M	A111	X		V			0
1268	8/29/2012	16:58	LA	M	A122		X	N			0
1269	8/29/2012	20:38	CD	M	A122	X		A			0
1270	8/30/2012	11:37	LA	M	A121		X	V			0
1271	8/30/2012	16:51	CD	M	A121	X		N			0
1272	8/30/2012	18:41	CD	M	A122	X		A			0
1273	8/30/2012	19:18	CD	M	A121	X		V			0
1274	8/31/2012	06:17	LA	F	E121,C101,U111						0
1275	8/31/2012	11:42	LA	F	E111,A111,C101						1
1275 1	8/31/2012	11:42	LA	M	A121		X	A			0
1276	8/31/2012	17:33	CD	F	11,E121,L111,A121,C1						0
1277	8/31/2012	17:43	LE	M	NONE		X	N		2	0
1278	8/31/2012	19:23	CD	M	A121		X	B			0
1279	8/31/2012	20:10	CD	M	A111	X		A			0
172				172		72	70	143	0		15

DE PERE FIRE/RESCUE				
OVERTIME REPORT				
MONTH OF AUGUST, 2012				
PERSONNEL	DATE	ACTUAL HOURS	O.T. HOURS	REASON
RIEDI	2-Aug	12.00	18.00	STAFFING REPLACEMENT
CHESLOCK	2-Aug	12.00	18.00	STAFFING REPLACEMENT
BALCER	2-Aug	7.17	10.75	PALS CLASS
BROWN	2-Aug	7.17	10.75	PALS CLASS
BALCER	4-Aug	1.00	3.00	EMS STANDBY
WITT	4-Aug	1.00	3.00	EMS STANDBY
BALCER	4-Aug	1.00	3.00	EMS STANDBY
MATZKE	6-Aug	12.00	18.00	STAFFING REPLACEMENT
BALCER	6-Aug	12.00	18.00	STAFFING REPLACEMENT
BALCER	6-Aug	1.50	3.00	EMS STANDBY
WITT	6-Aug	1.50	3.00	EMS STANDBY
BALCER	7-Aug	1.50	2.25	OFFICERS MEETING
WEYERS	7-Aug	1.50	2.25	OFFICERS MEETING
BALCER	8-Aug	4.00	6.00	STAFFING REPLACEMENT
WITT	11-Aug	1.50	3.00	EMS STANDBY
ANNEN	13-Aug	2.00	3.00	FIRE TRAINING
BALCER	15-Aug	2.17	3.25	FIRE TRAINING
BALCER	16-Aug	1.00	3.00	EMS STANDBY
GATZ	16-Aug	12.00	18.00	STAFFING REPLACEMENT
PANSIER	18-Aug	1.00	3.00	EMS STANDBY
WESSLEY	18-Aug	1.00	3.00	EMS STANDBY
HERMANS, B.	21-Aug	0.75	1.00	WORK OVER EMS
JANSEN	21-Aug	0.75	1.00	WORK OVER EMS
WESSLEY	21-Aug	0.75	1.00	WORK OVER EMS
BALCER	23-Aug	1.00	3.00	EMS STANDBY
CODY	25-Aug	12.00	18.00	STAFFING REPLACEMENT
SINKLER	25-Aug	12.00	18.00	STAFFING REPLACEMENT
HENDRICKS, TD.	27-Aug	2.00	3.00	EMS STANDBY
PANSIER	27-Aug	2.00	3.00	EMS STANDBY
RIEDI	27-Aug	2.00	3.00	EMS STANDBY
ANNEN	27-Aug	4.50	6.75	FIRE TRAINING
JANSEN	28-Aug	1.00	1.50	WORK OVER EMS
DEVILEY	28-Aug	0.33	0.50	WORK OVER EMS
DE WEERT	28-Aug	0.33	0.50	WORK OVER EMS
BALCER	28-Aug	1.00	3.00	EMS STANDBY
HERMANS, B.	29-Aug	0.50	0.75	WORK OVER FIRE
JANSEN	29-Aug	0.50	0.75	WORK OVER FIRE
CODY	29-Aug	0.83	1.25	WORK OVER FIRE
GATZ	29-Aug	0.83	1.25	WORK OVER FIRE
HENDRICKS, TD.	29-Aug	1.50	2.25	WORK OVER FIRE
PANSIER	29-Aug	0.67	1.00	WORK OVER FIRE
RIEDI	29-Aug	0.83	1.25	WORK OVER FIRE
SINKLER	29-Aug	0.67	1.00	WORK OVER FIRE
THOMSON	31-Aug	0.50	0.75	WORK OVER FIRE
PUETZ	31-Aug	0.50	0.75	WORK OVER FIRE
NELSON	31-Aug	0.50	0.75	WORK OVER FIRE

CHESLOCK	31-Aug	1.00	1.50	WORK OVER FIRE
MATZKE	31-Aug	2.00	3.00	EMS STANDBY
CODY	31-Aug	2.00	3.00	WORK OVER FIRE
HERMANS, D.	31-Aug	1.50	3.00	WORK OVER FIRE
CHESLOCK	31-Aug	1.50	3.00	WORK OVER FIRE
HENDRICKS, TM.	31-Aug	1.50	3.00	WORK OVER FIRE
TOTALS		153.75	246.75	

Number of Standbys 15.00

DE PERE FIRE RESCUE REPORT

FOR THE MONTH OF AUGUST 2012

RUN LOCATION	CITY OF DE PERE	TOWN OF LEDGEVIEW	TOWN OF LAWRENCE	VILLAGE OF ASHWAUBENON	MUTUAL AID RESPONSES	TOTALS
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	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD
TOTAL RUNS	104	797	16	138	17	147	4	5	2	43	143	1130
RUNS TRANSPORTED	82	618	10	112	15	115	4	5	2	35	113	884
ALS RUNS	56	414	8	78	5	73	3	3	0	11	72	579
%ALS OF RUNS TRANS.	68%	67%	80%	70%	33%	63%	75%	60%	0%	31%	64%	65%
%ALS/ALL RUNS	54%	52%	50%	57%	29%	50%	75%	60%	0%	26%	50%	51%

RUN DESTINATION

	MONTH	YTD
AURORA	21	151
BELLIN	23	192
ST. MARYS	14	114
ST. VINCENT	55	422
<u>NO TRANSPORT</u>	<u>30</u>	<u>251</u>
TOTAL	143	1130

TOTALS ARE CORRECT

MUTUAL AID GIVEN

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE</u>
1114	ASHWAUBENON	FULL SQD.
1143	ASHWAUBENON	FULL SQD.

MUTUAL AID RECEIVED

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE</u>
1150	ASHWAUBENON	FULL SQD.
1206	COUNTY RESCUE	FULL SQD.
1277	ALLOUEZ	FULL SQD.

DE PERE FIRE RESCUE MONTHLY REPORT

AUGUST, 2012

	CITY OF DE PERE	TOWN OF LAWRENCE	TOWN OF LEDGEVIEW	VILLAGE OF ASHWAUBENON	MUTUAL AID	TOTAL RESPONSES
FIRE INCIDENTS (other)	17	2	0	0	0	19
ACTUAL FIRE INCIDENTS	1	1	0	0	1	3
EXTRICATION	0	0	0	0	0	0
RESCUE CALLS	104	17	16	4	2	143
PUBLIC SERVICE	7	0	0	0	0	7
TOTALS	129	20	16	4	3	172

ESTIMATED TOTAL FIRE LOSS FOR MONTH \$53,800

NUMBER OF FF'S ON DUTY	PER DAY
9 FF'S ON DUTY	1
8 FF'S ON DUTY	7
7 FF'S ON DUTY	8
6 FF'S ON DUTY	15

NUMBER OF PARAMEDICS ON DUTY	PER DAY
3 PARAMEDICS ON DUTY	3
4 PARAMEDICS ON DUTY	6
5 PARAMEDICS ON DUTY	5
6 PARAMEDICS ON DUTY	17

RESPONSE BY UNITS	
ENGINE 111	30
ENGINE 121	16
ENGINE 122	1
LADDER 111	6
AMBULANCE 111	62
AMBULANCE 121	83
AMBULANCE 122	4
CHIEF 101	10
CHIEF 102	2
UTILITY 111	8
BOAT	0
TOTAL	222

**DE PERE FIRE RESCUE
AUGUST, 2012**

***OVERTIME CAUSED BY SICK LEAVE**

DATE	HOURS SICK LEAVE	OVERTIME
8-2	24	36
8-6	24	36
8-8	4	6
8-16	12	18
8-25	24	36
TOTAL	88	132

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

Fire Department, City of De Pere, WI

Monthly No Standby's Responded Report

Date Between {08/01/2012} And {08/31/2012}

Activity Code	Number of Incidents	Total Hrs	Pct Hrs
1-0 Called 1, got 0	3	03:00	12.59 %
2-0 Called 2, got 0	1	01:00	4.19 %
3-0 Called 3, got 0	3	03:00	12.59 %
4-0 Called 4, got 0	3	03:06	13.01 %
4-1 Called 4, got 1	6	06:17	26.41 %
4-2 Called 4, got 2	6	07:25	31.16 %
	<u>22</u>	<u>23:48</u>	

Fire Department, City of De Pere, WI

Monthly Standby Activity Report

Date Between {08/01/2012} And {08/31/2012}

Date:	Activity Code	Activities Performed	Total Hrs	Pct Hrs
08/04/2012	4-1 Called 4, got 1	Other Activities	01:00	6.54 %
08/06/2012	4-2 Called 4, got 2	Emergency Response	01:30	9.81 %
08/06/2012	4-2 Called 4, got 2	Inventory Replenishment	01:30	9.81 %
08/11/2012	4-1 Called 4, got 1	Other Activities	01:05	7.12 %
08/16/2012	4-1 Called 4, got 1	Inventory Replenishment	00:10	1.17 %
08/23/2012	4-1 Called 4, got 1	Station Decontamination	01:00	6.54 %
08/27/2012	3-3 Called 3, got 3	Equipment	02:00	13.08 %
08/27/2012	3-3 Called 3, got 3	Station Decontamination	04:00	26.16 %
08/28/2012	4-1 Called 4, got 1	Other Activities	01:01	6.67 %
08/31/2012	4-1 Called 4, got 1	Equipment Checks	02:00	13.08 %
		<u>11</u>	<u>15:17</u>	

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2012**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV++	DEC+*	TOTAL
OFFICER SICK RELIEF	111.00	69.00	49.50	59.25	89.25	36.00	87.00	57.75					558.75
OFFICER WORKED ON HOLIDAY	169.75	10.00	12.00	32.50	4.00	81.00	63.75	26.50					399.50
OFFICER FOR COURT	15.00	18.00	6.00	20.25	7.50	14.00	9.00	15.00					104.75
OFFICER TRAINING	31.00	13.00	40.25	120.50	50.00	50.00	8.00	107.00					419.75
OFFICER RELIEF FOR FUNERAL							13.50						13.50
OFFICER ATTEND MEETING		8.25						15.00					23.25
STAFFING LEVEL	133.50	79.50	23.25	53.25	136.75	162.00	189.00	243.00					1020.25
INVESTIGATION	142.25	68.75	38.25	56.50	77.50	36.75	61.50	135.00					616.50
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	31.50	43.00	56.25	27.00	31.25	25.50		33.00					247.50
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		11.25		10.50	11.25	301.00	49.75	7.50					391.25
MISCELLANEOUS	5.75	16.50	4.00	11.50	9.50	4.25	7.50	7.00					66.00
MISCELLANEOUS REIMBURSED	72.75	95.50	63.25	127.50	77.25	143.75	93.00	110.25					783.25
Gross OFFICER OVERTIME	712.50	432.75	292.75	518.75	494.25	854.25	582.00	757.00	0.00	0.00	0.00	0.00	4644.25
SUBTOTAL REIMBURSED OVERTIME	(104.25)	(149.75)	(119.50)	(165.00)	(119.75)	(470.25)	(142.75)	(150.75)	0.00	0.00	0.00	0.00	(1422.00)
NET OFFICER OVERTIME	608.25	283.00	173.25	353.75	374.50	384.00	439.25	606.25	0.00	0.00	0.00	0.00	3222.25
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Overtime Budget:													\$130,000.00
Expenditures through 8/31/2012													\$68,869.00
Percent of Total Budget:													52.98%

NOTES:

* Period 12/24/2011 - 2/3/2012
 **Period 2/4/2012 - 3/2/2012
 ***Period 3/3/2012 - 3/30/2012

+Period 3/31/2012 - 4/27/2012
 ++Period 4/28/2012 - 5/25/2012
 ^Period 5/26/2012 - 6/22/2012

#Period 6/23/2012 - 8/3/2012
 ##Period 8/04/2012 - 8/31/2012
 ^^Period

^^Period
 **Period
 **Period

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2011**

REASON	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
OFFICER SICK RELIEF	24.00	72.00	269.50	24.00	54.75	72.75	17.25	67.00	58.50	51.75	9.75	163.50	884.75
OFFICER WORKED ON HOLIDAY	154.50	12.00	15.00	35.50	5.00	92.50	72.00	10.75	123.00	4.00	56.75	4.00	585.00
OFFICER FOR COURT	12.75	9.00	21.00	15.75	43.50	4.75	31.50	12.75	6.00	31.50	15.00	9.00	212.50
OFFICER TRAINING	13.50	88.50	178.00	47.75	97.25	99.00	12.25	104.50	222.00	163.75	64.25	26.75	1117.50
OFFICER RELIEF FOR FUNERAL			5.25										5.25
OFFICER ATTEND MEETING		1.50	1.50	17.50	15.00			6.00					41.50
STAFFING LEVEL	146.25	133.00	168.00	45.00	35.50	66.25	228.25	155.25	144.75	374.50	161.00	57.00	1714.75
INVESTIGATION	79.50	61.50	137.75	57.25	41.75	67.75	66.75	104.00	79.75	73.50	50.75	105.75	926.00
HONOR GUARD FOR FUNERAL					16.00		3.00						19.00
SCHOOL LIAISON REIMBURSED	14.25	19.50	84.00	31.50	45.00	29.75	1.50	42.25	49.50	55.75	26.25	15.00	414.25
COMMUNITY RELATIONS									4.50				4.50
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		11.25	4.50	9.00	8.00	292.50	3.00	9.00	15.00	28.50	15.00	7.50	403.25
MISCELLANEOUS	12.25	24.75	87.75	1.50	1.75	5.75	2.75	2.75	16.00	13.75	14.25	4.50	187.75
MISCELLANEOUS REIMBURSED		12.00	61.75	25.75	29.50	50.50	24.75	28.25	37.50	21.00	29.50	30.75	351.25
Gross OFFICER OVERTIME	457.00	445.00	1034.00	310.50	393.00	781.50	463.00	542.50	756.50	818.00	442.50	423.75	6867.25
SUBTOTAL REIMBURSED OVERTIME	(14.25)	(42.75)	(150.25)	(66.25)	(32.50)	(372.75)	(29.25)	(79.50)	(102.00)	(103.25)	(70.75)	(53.25)	(1168.75)
NET OFFICER OVERTIME	442.75	402.25	883.75	244.25	310.50	408.75	433.75	463.00	654.50	712.75	371.75	370.50	5698.50
SECRETARY OVERTIME					3.00								3.00

Total Overtime Budget: \$137,762.00
Expenditures through 11/25/2011 \$116,766.17
Percent of Total Budget: 84.76%

NOTES:

* Period 12/25/2010 - 1/21/2011 +Period 4/2/2011 - 4/29/2011 ^Period 10/1/2011 - 10/28/2011
 **Period 1/22-2011 - 2/18/2011 ++Period 4/30/2011 - 5/27/2011 *+Period 10/29/2011 - 11/25/2011
 ***Period 2/19/2011 - 4/1/2011 ^Period 5/28/2011 - 6/24/2011 **Period 11/26/2011 - 12/23/2011

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2010**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC**	TOTAL
OFFICER SICK RELIEF	24.00	36.00	71.25	41.75	43.50	42.00	52.50	48.00	90.25	36.00	54.00	76.50	615.75
OFFICER WORKED ON HOLIDAY	93.50	12.00	37.50	8.00	12.00	87.75	56.50	4.00	109.00	8.00	67.75	31.00	527.00
OFFICER FOR COURT	20.25	6.00	27.00	9.00	15.00	7.50	18.00	21.00	32.25	9.00	15.00	24.00	204.00
OFFICER TRAINING	42.50	26.25	88.25	205.25	87.00	64.00	18.50	23.50	144.00	118.50	42.00	49.25	909.00
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	10.50	20.00	19.50	12.00	3.50	6.00	13.50		0.75	12.00	21.00	6.00	124.75
STAFFING LEVEL	135.00	149.75	259.00	218.50	344.25	339.25	251.00	487.00	204.00	118.75	228.25	68.25	2803.00
INVESTIGATION	77.75	87.25	157.75	161.50	111.00	70.75	106.75	143.00	104.50	123.00	63.25	123.75	1330.25
HONOR GUARD FOR FUNERAL					9.75								9.75
SCHOOL LIAISON REIMBURSED	24.75	30.75	102.00	26.25	18.75	44.25		13.50	64.25	42.75	22.50	10.50	400.25
COMMUNITY RELATIONS			3.50			0.00		6.00		1.50			11.00
SPECIAL ASSIGNMENT		11.25	13.50	18.50	12.00	273.50		16.50	24.75	22.00			392.00
SPECIAL ASSIGNMENT REIMBURSED												13.50	13.50
MISCELLANEOUS	5.25	7.25	21.50	44.25	7.25	19.00	2.25	78.50	33.25	19.50	6.75	3.75	248.50
MISCELLANEOUS REIMBURSED													0.00
OFFICER TOTAL OVERTIME	433.50	386.50	800.75	745.00	664.00	954.00	519.00	841.00	807.00	511.00	520.50	406.50	7588.75
SECRETARY TOTAL OVERTIME	0.00	0.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.75

TOTAL OVERTIME	433.50	387.25	800.75	745.00	664.00	954.00	519.00	841.00	807.00	511.00	520.50	406.50	7589.50
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NOTES:

* Period 12/26/2009 - 1/22/2010 +Period 4/3/2010 - 4/30/2010 #Period 6/26/2010 - 7/23/2010 ^^^Period 10/2/2010 - 10/29/2010
 **Period 1/23/2010 - 2/19/2010 ++Period 5/01/2010 - 5/28/2010 ##Period 7/24/2010 - 9/3/2010 *+Period 10/30/2010 - 11/26/2010
 ***Period 2/20/2010 - 4/2/2010 ^Period 5/29/2010 - 6/25/2010 ^^Period 9/4/2010 - 10/1/2010 **Period 11/27/2010 - 12/24/2010

2008 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	16.50	12.00	8.50	37.50	19.50	97.50	66.25	83.50	33.50	56.00	12.50	0.00	443.25
PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	4.00

2009 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	9.00	18.50	68.00	61.00	58.00	57.00	76.00	79.00	37.00	55.00	11.00	0.00	529.50
PART-TIME	0.00	0.00	0.00	0.00	0.00	2.50	7.50	2.00	0.00	0.00	0.00	0.00	12.00

2010 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	6.00	0.00	11.50	72.00	22.00	75.50	107.00	76.00	14.00	20.50	8.50	3.00	416.00
PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

2011 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	16.50	6.00	45.50	16.00	80.25	99.00	127.00	127.75	40.50	4.50	2.00	0.00	565.00
PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	9.50	16.00	0.00	0.00	0.00	0.00	25.50
REIMBURSABLE OT			3.50	4.00	35.00	4.00	0.00	4.50	20.50	3.00	0.00	0.00	74.50

2012 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	0.00	0.00	4.00	17.50	6.50	43.00	90.00	112.00	0.00	0.00	0.00	0.00	273.00
PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.25	0.00	0.00	0.00	0.00	15.25
Reimbursable OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

X:\Correspondence\Overtime Reports\2012 Overtime Reports\2012 Engineering Overtime Reports

**DE PERE ENGINEERING DEPARTMENT
MONTHLY OVERTIME REPORT
August 2012**

EMPLOYEE	DATE	OT HOURS	REASON
Lax, Scott	8/1/2012	1.50	12-01 Sewer and Water Relay & St. Resurfacing
	8/2/2012	1.50	12-01 Sewer and Water Relay & St. Resurfacing
	8/3/2012	2.00	12-01 Sewer and Water Relay & St. Resurfacing
	8/6/2012	1.50	12-01 Sewer and Water Relay & St. Resurfacing
	8/7/2012	2.00	12-01 Sewer and Water Relay & St. Resurfacing
	8/8/2012	1.50	12-01 Sewer and Water Relay & St. Resurfacing
	8/9/2012	0.50	12-01 Sewer and Water Relay & St. Resurfacing
	8/10/2012	0.50	12-01 Sewer and Water Relay & St. Resurfacing
	8/13/2012	2.00	12-01 Sewer and Water Relay & St. Resurfacing
	8/14/2012	2.00	12-01 Sewer and Water Relay & St. Resurfacing
	8/15/2012	1.50	12-01 Sewer and Water Relay & St. Resurfacing
	8/16/2012	2.00	12-01 Sewer and Water Relay & St. Resurfacing
	8/17/2012	0.50	12-01 Sewer and Water Relay & St. Resurfacing
	8/20/2012	2.00	12-01 Sewer and Water Relay & St. Resurfacing
	8/21/2012	2.50	12-01 Sewer and Water Relay & St. Resurfacing
	8/22/2012	1.75	12-01 Sewer and Water Relay & St. Resurfacing
	8/23/2012	3.75	12-01 Sewer and Water Relay & St. Resurfacing
	8/24/2012	0.50	12-01 Sewer and Water Relay & St. Resurfacing
	8/27/2012	1.50	12-01 Sewer and Water Relay & St. Resurfacing
	8/28/2012	2.50	12-01 Sewer and Water Relay & St. Resurfacing
	8/29/2012	1.75	12-01 Sewer and Water Relay & St. Resurfacing
	8/30/2012	0.75	12-01 Sewer and Water Relay & St. Resurfacing
	8/31/2012	0.50	12-01 Sewer and Water Relay & St. Resurfacing
Total Lax		36.50	
Krzewlna, Bob	8/1/2012	1.00	12-01B Sewer Relay
	8/1/2012	1.50	12-04 St. Reconstruction-Glenwood
	8/2/2012	1.00	12-01B Sewer Relay
	8/2/2012	1.00	12-04 St. Reconstruction-Glenwood
	8/6/2012	2.50	12-07 Asphalt, Curb, & Sewer Repair
	8/7/2012	2.00	12-07 Asphalt, Curb, & Sewer Repair
	8/8/2012	1.50	12-01B Sewer Relay
	8/9/2012	0.50	12-01B Sewer Relay
	8/13/2012	1.50	12-01B Sewer Relay
	8/13/2012	1.50	12-04 St. Reconstruction-Glenwood
	8/14/2012	1.00	12-01B Sewer Relay
	8/14/2012	1.00	12-04 St. Reconstruction-Glenwood
	8/15/2012	2.50	12-01B Sewer Relay
	8/16/2012	0.50	Lawrence Sidewalk
	8/17/2012	0.50	12-04 St. Reconstruction-Glenwood
	8/20/2012	3.00	12-07 Asphalt, Curb, & Sewer Repair
	8/21/2012	2.50	12-04 St. Reconstruction-Glenwood
	8/22/2012	2.00	12-04 St. Reconstruction-Glenwood
	8/23/2012	1.00	12-04 St. Reconstruction-Glenwood
	8/23/2012	0.50	Lawrence Sidewalk
	8/24/2012	2.50	12-05 Sidewalk & Curb
	8/27/2012	2.00	12-04 St. Reconstruction-Glenwood
	8/28/2012	2.00	12-04 St. Reconstruction-Glenwood
	8/29/2012	2.00	12-04 St. Reconstruction-Glenwood
	8/30/2012	1.50	12-20 Legion Park Poured In Place Playground Surface
Total Krzewlna		38.50	

**DE PERE ENGINEERING DEPARTMENT
MONTHLY OVERTIME REPORT
August 2012**

EMPLOYEE	DATE	OT HOURS	REASON
Simons, Dan	8/1/2012	2.00	12-07 Asphalt, Curb, & Sewer Repair
	8/3/2012	1.00	Locates
	8/3/2012	0.50	Permits/Utility Location/Requests
	8/8/2012	1.00	12-07 Asphalt, Curb, & Sewer Repair
	8/8/2012	1.50	12-16 Utility & St. Construction-Southbridge
	8/9/2012	0.50	Permits- Utility Location/Requests
	8/10/2012	1.50	12-07 Asphalt, Curb, & Sewer Repair
	8/13/2012	2.00	12-07 Asphalt, Curb, & Sewer Repair
	8/14/2012	2.50	12-07 Asphalt, Curb, & Sewer Repair
	8/15/2012	2.50	12-07 Asphalt, Curb, & Sewer Repair
	8/16/2012	1.00	12-07 Asphalt, Curb, & Sewer Repair
	8/27/2012	1.50	12-07 Asphalt, Curb, & Sewer Repair
	8/28/2012	0.50	12-07 Asphalt, Curb, & Sewer Repair
	8/29/2012	0.50	12-07 Asphalt, Curb, & Sewer Repair
	8/30/2012	0.50	12-07 Asphalt, Curb, & Sewer Repair
Total Simons		19.00	
Stansfield, Tom	8/1/2012	0.50	12-01 Sewer and Water Relay
	8/2/2012	0.50	12-01 Sewer and Water Relay
	8/3/2012	0.50	12-16 Utility & St. Construction-Southbridge
	8/6/2012	3.00	12-16 Utility & St. Construction-Southbridge
	8/7/2012	3.00	12-16 Utility & St. Construction-Southbridge
	8/8/2012	1.00	12-16 Utility & St. Construction-Southbridge
	8/13/2012	0.50	12-08 Manhole Rehabilitation
	8/14/2012	1.00	12-08 Manhole Rehabilitation
	8/15/2012	0.50	12-08 Manhole Rehabilitation
	8/16/2012	0.50	12-08 Manhole Rehabilitation
	8/17/2012	0.50	12-08 Manhole Rehabilitation
	8/21/2012	1.00	12-16 Utility & St. Construction-Southbridge
	8/22/2012	1.00	12-16 Utility & St. Construction-Southbridge
	8/23/2012	0.50	12-04 St. Reconstruction-Glenwood
	8/27/2012	1.00	12-04 St. Reconstruction-Glenwood
	8/28/2012	1.00	12-04 St. Reconstruction-Glenwood
	8/29/2012	1.00	12-04 St. Reconstruction-Glenwood
	8/30/2012	1.00	12-08 Manhole Rehabilitation
Total Stansfield		18.00	
SUB-TOTAL ENG		112.00	
PART-TIME ENG,			
Hubbard, Trace	8/6/2012	0.50	12-01B Sewer Relay
	8/7/2012	1.50	12-01B Sewer Relay
	8/20/2012	1.50	12-04 St. Reconstruction-Glenwood
	8/21/2012	1.50	12-04 St. Reconstruction-Glenwood
	8/22/2012	1.50	12-04 St. Reconstruction-Glenwood
	8/23/2012	1.00	12-04 St. Reconstruction-Glenwood
	8/24/2012	2.50	12-04 St. Reconstruction-Glenwood
	8/28/2012	0.50	12-04 St. Reconstruction-Glenwood
Schuh, Jenna	8/15/2012	2.50	12-07 Asphalt, Curb, and Sewer Repair
	8/22/2012	0.75	12-05 Sidewalk and Curb
	8/24/2012	1.50	12-07 Asphalt, Curb, and Sewer Repair
SUB-TOTAL PART-TIME		15.25	
Grand Total O.T. For August		127.25	
Year-to-Date % of Budget		39.78%	
Grand Total of Reimbursable O.T. (hrs.)			
Year to Date % of Budget			
Not Including Reimbursable O.T.			

City of De Pere
Staff Comments

Redevelopment Authority
September 26, 2011

Item #2: Review Façade Grant project receipts for 301 Main Avenue. Applicant: Tom Gavic.

At the June 2011 meeting, the RDA approved the façade grant application for 301 Main Avenue. The grant approval included façade work for the front, back and side facades. The grant was approved for up to \$10,000. The work for the grant has been completed, inspected and receipts have been provided. The summary of the expenses are provided in the attachments.

In reviewing the receipts, the expenses show a total of \$46,685.07. From the items listed, only two items could potentially be removed which would be the black top repair and profit line items. Even if these items are removed, the total would be \$44,075.48 which would still qualify for the full match of \$10,000.

Recommendation:

Staff would recommend approval of the submitted expenses and the grant of \$10,000 be approved and forward to the Finance Committee for approval.

De Pere Façade Grant Summary

301 Main Street

De Pere

All Cost Associated with the Exterior Façade at 301 Main Street

1. Mi Mar Construction Costs	\$43,665.49 (sill work subtracted out)
2. Design Costs	\$3,20.48 (exterior work only)
Total	\$46,685.97

Invoices attached

Note – the MiMar invoices include additional work other in addition to the façade costs.

MI-MAR

BUILDERS INC
Home Artistry

Tom Gavic
Performa HE
301 Main Street
De Pere WI 54115

August 17, 2012

Dear Tom,

The following is a breakdown for all exterior work at 301 Main St., De Pere:

1.	Wisconsin Public Service to move electrical service	\$700.00
2.	Electrical cost to move service, approximately	\$2,000.00
3.	Outside railing work	\$3,670.00
4.	Rear glass door, lower glass and upper bump out glass	\$5,703.00
5.	Allowance for black top repair	\$500.00
6.	Engineering work for rear bump out	\$500.00
7.	Lumber materials for bump out, roof repair and welding	\$2,250.00
8.	Misc., subcontractor work and supplies	\$150.00
9.	Excavation work for moving electrical service, gravel for backfill, and work for rear ramp	\$2,000.00
10.	Exterior concrete work for rear ramp	\$2,000.00
11.	Upper roof work for misc., filling of holes and flashing for roof units	\$1,663.00
12.	Outside brick work	\$8,733.00
13.	Concrete work for front steps area	\$2,600.00
14.	Profit and overhead on above items	\$2,110.49
15.	Mi-Mar Builders labor on above items	\$9,086.00
16.	Repair all window sills and install limestone sills	<u>\$2,568.00</u>
Total		\$46,233.49

Tom,

Figure the cost between, \$42,000.00 and \$46,000.00. Notes: Brick repair on east wall was paid for by the previous owner. No painting or outside window/millwork on front of building is figured at this point. No tuckpointing. If you have any questions please give me a call. Thank you!

Sincerely,



Mark Diedrich
Mi-Mar Builders Inc.

Residential and Commercial • Building and Remodeling • Design Specialists

• Attic areas to Studio/Bedroom and Bath • Complete Kitchen and Bath Remodeling • Lower level Family Rooms • Sunroom, Family Room and Spa Additions
• Specialty Window and Skylites • Change a Ranch to a 1 1/2 Story or 2 Story • Total Rehabilitation of Older Homes • Custom Homes • Cottages • Commercial Remodels

P.O. Box 12557, Green Bay, WI 54307-2557 • Phone: 920-434-6610 • Fax: 920-434-8201 • www.mimarbuilders.com

paul j de leeuw | architect llc

1527 quinnette lane
de pere, wisconsin 54115
tele: 920 819 6700
paul@pjdarch.com
www.pjdarch.com

invoice

January 5th, 2012

PHE WI, LLC
Attn. Tom Gavic
1818 Rainbow Avenue
De Pere, WI 54115

Attn: Tom

Please see below for a detailed description of services offered for the drawing revisions related to the submission for the State tax credits.

Architectural Services

Item:	Description:	Hrs.:	Rate:	Amount Due:
301 Main	Drawing Revisions	23.5	\$ 75/hr	\$ 1,762.50

Total:				\$ 1,762.50
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Reimbursable Expenses

Item:	Description:	Amount:	Markup:	Amount Due:
Prints	Tax Credit Resubmission	\$ 17.72	n/a	\$ 17.72
Prints	Tax Credit Resubmission	\$ 4.43	n/a	\$ 4.43

Total:				\$ 22.15
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Invoice Total:				\$ 1,784.65
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If you have any questions, or require any clarification on the services, please let me know. Thank you for your business.



Paul J. De Leeuw, AIA
Principal

Aged Invoices - All invoices are due within 30 days of receipt. Any payments received outside of 30 days are subject to a 1.5% interest charge.

Current
\$ 1,784.65

31-60 Days
\$0.00

61-90 Days
\$0.00

91-120 Days
\$0.00

invoice

August 31st, 2011

Performa, Higher Education
Attn. Mr. Tom Gavic
1263 Main Street, Suite 213
Green Bay, WI 54302

Attn: Tom

Please see below for a detailed description of services offered for the month of July & August 2011.

Architectural Services

Item:	Description:	Hrs.:	Rate:	Amount Due:
301 Main St.	State Submittal Final Comments	Fixed Fee	\$ n/a	\$ 1,000.00
Total:				\$ 1,000.00

Reimbursable Expenses

Item:	Description:	Amount:	Markup:	Amount Due:
State of Wisconsin	Final Comments Submittal	\$ 175.00	n/a	\$ 175.00
State of Wisconsin	Printing	\$ 18.23	n/a	\$ 18.23
WI Historical Society	FedEx	\$ 23.36	n/a	\$ 23.36
WI Historical Society	Printing	\$ 19.24	n/a	\$ 19.24
Total:				\$ 235.83

Invoice Total: \$ 1,235.83

If you have any questions, or require any clarification on the services, please let me know. Thank you for your business.



Paul J. De Leeuw, AIA
Principal

Aged Invoices - All invoices are due within 30 days of receipt. Any payments received outside of 30 days are subject to a 1.5% interest charge.

Current	31-60 Days	61-90 Days	91-120 Days
\$1,235.83	\$0.00	\$0.00	\$0.00

MI-MAR
BUILDERS INC
Home Artistry

Carol Rosenberg

Pat Larscheid

P O Box 12557
Green Bay WI 54307-2557
920/434-6610

INVOICE # 5088

PAGE 1 OF 1

NAME Credo DATE June 28, 2012

ADDRESS 1263 Main Street, Suite 213 JOB NAME 301 Main Avenue, De Pere WI

CITY	Green Bay WI 54301	TERMS	Due: Upon Receipt
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DESCRIPTION	AMOUNT
Monthly progress invoice per contract,	\$54,762.00
Tom,	
If you have any questions don't hesitate to give us a call.	
Thank you for the work!	
Carol	
Mi-Mar Builders Inc.	
<i>Thank you for your business!</i>	TOTAL OF INVOICE \$54,762.00

MI-MAR

BUILDERS INC
Home Artistry

Carol Rosenberg

Pat Larscheid

P O Box 12557
Green Bay WI 54307-2557
920/434-6610

INVOICE # 5106

PAGE 1 OF 1

NAME	Performa H.E. LLC	DATE	July 31, 2012
ADDRESS	1263 Main Street, Suite 213	JOB NAME	same
CITY	Green Bay WI 54301	TERMS	Due: Upon Receipt

DESCRIPTION

AMOUNT

Monthly progress invoice per contract,

\$48,519.00

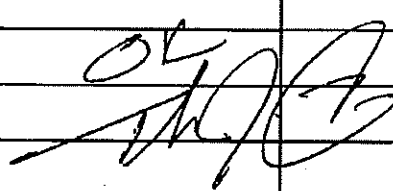
Tom,

If you have any questions don't hesitate to give us a call.

Thank you for the work!

Carol

Mi-Mar Builders Inc.



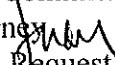
Thank you for your business!

TOTAL OF
INVOICE \$48,519.00

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee

From: Judith Schmidt-Lehman, City Attorney 

RE: Industrial Revenue Bond Financing Request of Washworld of De Pere, LLC et al.

Date: August 31, 2012

City Administrator Larry Delo received a request from Attorney Mike Willis, on behalf of Washworld of De Pere, LLC et al., seeking Industrial Revenue Bond (IRB) financing assistance from the City. The purpose of this memo is to briefly explain what IRB Financing is under state statute and a brief explanation of the City approval process for issuing the same. Most technical requirements of the process (such as publication requirements and clerk receipt of documents from Developer) are omitted from this memo.

The City is authorized by Wis. Stats. §66.1103 to acquire, construct, equip, reconstruct, improve, maintain, repair, enlarge or remodel industrial projects; to enter into revenue producing agreements for same in order to promote the right to gainful employment, business opportunities and general welfare of its inhabitants; and to preserve and finance costs related to such industrial projects. The City issues the bonds and lends the money to the developer for the project; however the repayment of the bonds is made by the developer solely out of the revenues derived by the project financed by the bonds. The bonds are limited obligations of the City, with payment of principal and interest on the bonds payable solely out of the revenues derived under the project financing agreement between the developer and city pertaining to the project to be financed by the bonds. IRBs are also not a charge against the City's general credit or taxing powers.

Assuming the Finance/Personnel Committee recommends moving forward with the IRBs, the Initial Resolution and the Resolution Regarding Bidding and Nondiscrimination Requirements will go to the Common Council on September 18, 2012. State Statute allows for the waiver of public bidding requirements, which the proposed Resolution does on the basis that the City will have no involvement in the construction of the facility. Non-discrimination requirements will be included in any developer construction contract.

After approval of these resolutions on September 18, 2012, the developer and city will negotiate the project financing agreement, which must be approved by the Council. The final bond resolution (also needing council approval) is accomplished after the project financing agreement is agreed upon.

If there are questions regarding this matter, please feel free to call me at 339-4042. Otherwise, I look forward to discussing this issue with you on September 11, 2012.

JSL:jld

cc: Lawrence A. Delo, City Administrator
Ken Pabich, Director of Planning and Economic Development
Alderspersons Boyd, Kneiszel, Crevier and Bauer

H:\dupont\Memos\2012\Mayor & F-P-Washworld IRB-8-31-12-138-003-12.docx

CITY OF DE PERE, WISCONSIN
INITIAL RESOLUTION REGARDING
INDUSTRIAL DEVELOPMENT REVENUE BONDS

WHEREAS, the City of De Pere, Wisconsin, (the "City") is authorized by Section 66.1103, Wisconsin Statutes, as amended (the "Act"), to acquire, construct, equip, reconstruct, improve, maintain, repair, enlarge or remodel industrial projects, and to enter into revenue producing agreements for same, in order to promote the right to gainful employment, business opportunities and general welfare of its inhabitants and to preserve and finance costs related to such industrial projects, which bonds are to be payable solely out of the revenues derived pursuant to the revenue agreement pertaining to the project to be financed by the bonds so issued and which bonds may be secured by a mortgage or other security interest on the project; and

WHEREAS, Washworld of DePere LLC, a Wisconsin limited liability company, and/or Wash World Inc., a Wisconsin corporation, (collectively referred to herein as the "Eligible Participant") desires to acquire, construct, improve and/or equip a manufacturing facility in the City to be used by Wash World Inc. in its manufacturing operations. The acquisition, construction, improvement, and/or equipping of the manufacturing facility is hereinafter referred to as the "Project"; and

WHEREAS, the Project is estimated to require the issuance of bonds in an amount not to exceed \$3,000,000; and

WHEREAS, the Project qualifies to be financed with industrial development revenue bonds as a manufacturing facility under Wis. Stat. 66.1103(2)(k)1.; and

WHEREAS, the Eligible Participant desires and has requested assistance from the City in financing the cost of the project through the issuance by the City of its industrial development revenue bonds pursuant to the Act;

NOW, THEREFORE, BE IT RESOLVED BY THIS COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, THAT:

(1) In view of the considerable benefits to be derived by the City from the development of the Project, the City intends to work toward the consummation of a project financing agreement pursuant to which the City shall:

(a) issue, sell and deliver to purchasers (to be obtained by the Eligible Participant) its industrial development revenue bonds in an aggregate principal amount not to exceed \$3,000,000 (the "Bonds") in order to finance costs related to the Project, which Bonds shall be payable solely out of the revenues

derived from a note and mortgage or other security agreement on the Project or from such other revenue agreement as may be permitted by law;

(b) lend the proceeds of the Bonds to the Eligible Participant who will use the proceeds to help finance the project (and for any other purposes permitted by the Act) and enter into a note and mortgage agreement or other security agreement with the Eligible Participant or enter into other lawful revenue-producing agreements with respect to the Project providing revenues sufficient to pay principal of and interest on the Bonds when due; and

(c) assign the note and mortgage agreement or other security agreement or other revenue agreement and pledge the revenues and other amounts therefrom to the bondholders, or to a servicer, or a trustee under an indenture of trust, in order to secure the payment of principal and interest on the Bonds.

(2) THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE CITY WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

(3) All expenses incurred in connection with the transactions herein contemplated shall be paid by the Eligible Participant from the proceeds of the Bonds, or otherwise, and shall not be the responsibility of the City.

(4) Taxes shall be assessed in accordance with applicable law to the Eligible Participant with respect to the Project in the same manner and amount as though the Project was not being financed by an industrial development revenue bond.

(5) The appropriate officers of the City are hereby authorized to negotiate the terms of a project financing agreement, note and mortgage or other security agreement or other revenue agreement, instruments of conveyance, mortgage and indenture of trust, if any, and any other documents required to properly complete the financing, provided that all such terms and procedures followed shall be subject to the conditions of this resolution and the provisions of Section 66.1103, Wisconsin Statutes, as amended, and shall not be binding unless and until:

(a) the details of the project financing agreement and all documents pertinent thereto are reviewed, authorized and approved by a definitive resolution of this Common Council;

(b) the electors of the City have been given the opportunity to petition within 30 days from the date of publication of notice of adoption of this initial resolution for a referendum on the question of the issuance of the Bonds as provided by law;

(c) either no such valid petition for referendum shall have been timely filed or if such petition has been filed the said bond issue shall have been approved by a referendum;

(d) all documents required in connection with the financing shall have been duly executed by the parties thereto and delivered to the extent required; and

(e) all applicable provisions of Federal law including Section 103 of the Internal Revenue Code of 1986, as amended, have been complied with.

(6) Notice of the adoption of this resolution of intent shall be published as a Class 1 notice in the official newspaper of the City, The De Pere Journal, in the form attached hereto.

(7) The City Clerk-Treasurer shall file a copy of (a) this resolution, and (b) the notice referred to in paragraph (6) above with the Wisconsin Economic Development Corporation within twenty (20) days following the publication of such notice.

(8) This resolution shall be effective for two (2) years after the date it is initially adopted.

Adopted _____, 2012

Shana L. Defnet, City Clerk-Treasurer

Approved _____, 2012

Michael J. Walsh, Mayor

NOTICE TO ELECTORS
OF THE CITY OF DE PERE, BROWN COUNTY, WISCONSIN

NOTICE IS HEREBY GIVEN that the Common Council of the City of De Pere, Brown County, Wisconsin, at a meeting held on September 18, 2012, adopted a resolution of intent pursuant to Section 66.1103 of the Wisconsin Statutes to issue its industrial development revenue bonds (the "Bonds") on behalf of Washworld of DePere LLC, a Wisconsin limited liability company, and/or Wash World Inc., a Wisconsin corporation, (hereinafter collectively referred to as the "Eligible Participant") to help finance the acquisition, construction, improvement and/or equipping of a manufacturing facility located in the City used by Wash World Inc. Such acquisition, construction, improvement and/or equipping is hereinafter referred to as the "Project". The amount of the Bonds will not exceed \$3,000,000. The proceeds of the Bonds will be loaned to the Eligible Participant for the purpose of financing costs related to the Project. Under the terms of the proposed Bond issue, the City will enter into a revenue producing agreement with the Eligible Participant with respect to the use of the Project.

As a result of the Project, the Wash World Inc. will move from its present site at 1755 E. Matthew Drive and relocate to the Southbridge Business Park. The Eligible Participant currently has approximately 25 full time equivalent employees in the City, and expects to add approximately 10 full time equivalent employees within the next three years as a result of the Project. All existing employees will transfer from the existing site in the City to the Project site. No jobs are expected to be eliminated anywhere in Wisconsin as a result of the issuance of the bonds. No direct job impact is expected in the State of Wisconsin at any location other than the City of De Pere.

THE BONDS WHEN ISSUED WILL BE LIMITED OBLIGATIONS OF THE CITY, PAYABLE SOLELY OUT OF THE REVENUES DERIVED FROM A NOTE AND MORTGAGE AGREEMENT, OR OTHER SECURITY AGREEMENT, OR OTHER REVENUE PRODUCING AGREEMENT WITH REGARD TO THE PROJECT. THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE CITY, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE CITY OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

The resolution may be inspected by any elector of the City of De Pere, at the Office of the City Clerk-Treasurer, 335 South Broadway, De Pere, Wisconsin, during business hours.

The Bonds will be issued only after a public hearing of the nature required by Section 147(f)(2)(B)(i) of the Internal Revenue Code of 1986, as amended, but without submitting the proposition to the electors of the City for approval unless within 30 days from the date of publication of this notice, a petition conforming to the requirements of Wis. Stat. 8.40, signed by not less than five percent (5%) of the registered electors of the City is filed with the City Clerk-Treasurer requesting a referendum upon the question of the issuance of the Bonds, in which event the public hearing referred to above may not be held and the Bonds shall not be issued unless and until approved by a majority of the City voting thereon at a general or special election.

Dated: _____

BY ORDER OF THE CITY OF DE PERE

Shana L. Defnet, City Clerk-Treasurer

CITY OF DE PERE, WISCONSIN
RESOLUTION REGARDING
PUBLIC BIDDING AND NON-DISCRIMINATION IN CONNECTION WITH
INDUSTRIAL DEVELOPMENT REVENUE BOND FINANCING

WHEREAS, the Common Council for the City of De Pere, Wisconsin (the "City") has or will approve an initial resolution for the issuance of industrial development revenue bonds by the City on behalf of Washworld of DePere LLC, a Wisconsin limited liability company, and/or Wash World Inc., a Wisconsin corporation, (hereinafter collectively referred to as the "Eligible Participant"); and

WHEREAS, the project (the "Project") to be financed with the proceeds of the bonds will be located in the City and will consist of the acquisition, construction, improvement and/or equipping of a manufacturing facility to be used by Wash World Inc.; and

WHEREAS, the City finds it beneficial toward the completion of the Project to waive the requirements of Wis. Stat. 66.1103(11)(b) in connection with the Project;

NOW, THEREFORE, BE IT RESOLVED BY THIS COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, THAT:

1. The requirements as specified in Wis. Stat. 66.1103(11)(b)1. are to be waived in accordance with the provisions of Wis. Stat. 66.1103(11)(b)2. with reference to the Project to be financed with the industrial development revenue bonds of the City issued on behalf of the Eligible Participant for the Project because the City is not responsible for controlling any of the acquisition, construction, improvement, and/or equipping costs and because it is more efficient and expedient for the accomplishment of the public purposes of the bond issue if the Eligible Participant were to have complete control over the Project.

2. The Bonds, when issued, will contain such provisions regarding non-discrimination as state law or the City shall require.

3. This resolution shall be published as a Class 1 notice in the official newspaper of the City, The De Pere Journal, prior to the closing of the bond issue.

Adopted _____, 2012

Shana L. Defnet, City Clerk-Treasurer

Approved _____, 2012

Michael J. Walsh, Mayor

CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: Finance and Personnel Committee

From: Derek A. Beiderwieden, Chief of Police

Date: August 10, 2012

Subject: Donation of Laptop Computer

Wal-Mart wishes to donate a laptop computer to the De Pere Police Department. This particular laptop was involved in a retail theft and recovered in a pawn shop. It appears in excellent condition; however, it is considered an open-box item and cannot be re-sold in their store.

Sony Vaio Model PCG-61A11L New Value \$478

The laptop would have use for investigations and/or at crime scenes where statements or reports need to be generated, or the playing of surveillance video during interviews with suspect/witnesses while away from the department.

Please accept this donation. If you have any questions about this information, please contact me at 339-4075 at your convenience.



CITY OF DE PERE

To: Finance/Personnel Committee

From: Assistant Chief Jim Stupka

Date: September 6, 2012

Re: Update to existing cell contract

Fire Rescue

400 Lewis Street

De Pere, WI 54115-2717

(920) 339-4087

Fax No.: (920) 403-7883

e-mail: dpfire@mail.de-pere.org



Please find attached the update to the fire department existing cell phone contract for your consideration.

The new contract was negotiated by the State of Wisconsin of which we are able to take advantage. Under the existing plan there is a \$3.95 per month charge for a phone connection, new plan eliminates this charge. Texting was \$.25 each and is now \$.10 each. Air time for calls was \$.09 per minute and is now \$.05. New features available for data transmission are 25% less than under the old contract.

This should reduce our overall cellular service bill by a small percentage. Please feel free to contact me with any questions on this issue at 920-339-4090.



Proposal and Cellular Service Agreement

Between

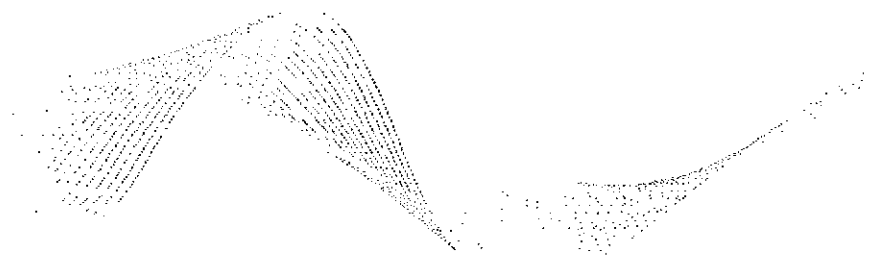
U.S. Cellular®

And

City of De Pere

Bob Decoteau
Business Account Executive
920-366-2727
Robert.decoteau@uscellular.com

CONFIDENTIAL
Offer expires 9-15-2012





AGREEMENT OVERVIEW

United States Cellular Corporation ("U.S. Cellular") is proud to offer this Cellular Service Agreement ("Agreement") to City of De Pere, WI with its principal place of business at 335 S. Broadway, De Pere, WI 54115.

U.S. Cellular is a financially sound wireless provider that offers an advanced wireless network which has been aggressively expanded over the last 15 years. U.S. Cellular will continue to expand its network and seek opportunities to maintain U.S. Cellular's standing as a leader in the industry. U.S. Cellular will provide City of De Pere with cost effective rate plans, products and services based on their business needs, and unmatched customer service and support.

EXECUTIVE SUMMARY

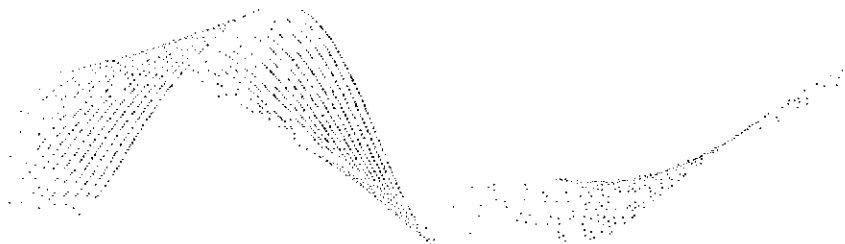
City of De Pere Business Objectives

Wireless communication is essential to the overall productivity of City of De Pere. During our meeting, we determined the following priorities as crucial to your business effectiveness:

- Competitive rate plans with no roaming
- Voice and messaging opportunities
- Devices and accessories
- Smart phone solutions

The U.S. Cellular® Solution

- National pooling or PAYG plans to fit needs with freedom to change
- Pooling plans with voice, voice & messaging, or PAYG plans
- Continued availability of \$0.01 phones, reduced rate smart phones and accessories
- BlackBerry® and Android solutions and offerings





U.S. CELLULAR® INFORMATION

The Company

At U.S. Cellular, we're not just in the business of connecting calls, we're in the business of connecting people. We believe pride and respect aren't just words, they're words to live by. And we believe the most important thing about your phone is the person on the other end, and we'll work harder than anyone to keep you connected to them. This is U.S. Cellular and we believe in something better.

We focus on having the world's best customer service and delivering industry leading innovations. Our customers receive unique benefits such as a valuable rewards program that recognizes loyalty, new phones faster without continuously signing contracts, free Battery Swap, Overage Protection, and free Incoming calls, texts and picture messages. Our strong line-up of cutting-edge devices are designed to simplify and organize your life and they are all backed by our high-speed nationwide network which has the highest call quality of any national carrier. We are rapidly expanding a 4G LTE network, which currently covers 25 percent of customers and will cover 54 percent by the end of 2012

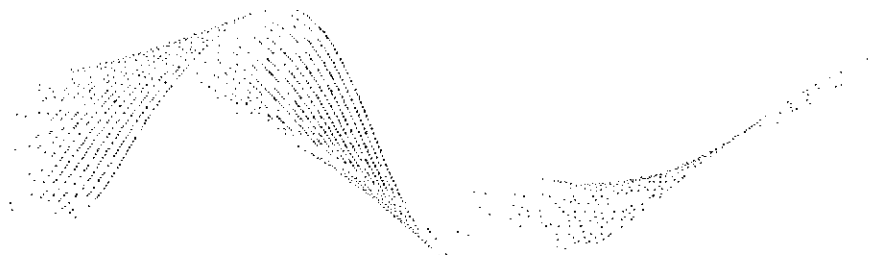
Quick Facts:

- **Founded:** 1983
- **Headquarters:** Chicago, IL
- **Customers:** 5.9 Million
- **Revenue (2011):** \$4 Billion
- **Associates:** 9,000
- **Network:** Fourth generation (4G) Long Term Evolution (LTE) network, Code Division Multiple Access (CDMA)

Customer Care Centers:

- Bolingbrook, IL
- Cedar Rapids, IA
- Knoxville, TN
- Tulsa, OK
- Waukesha, WI

U.S. Cellular believes in the power of the community and has made a commitment to invest more than \$4.5 million in teachers and schools during 2010 and 2011. U.S. Cellular focuses on creating a personal connection with customers that extends beyond our award-winning network and is responding to an issue that is important to communities and affects us all – children's education. We're committed to helping schools through our grassroots initiatives: Calling All Communities and Calling All Teachers.





TECHNOLOGY AND NETWORK

U.S. Cellular® has chosen CDMA (Code Division Multiple Access) 1XRTT and EV-DO rev. A as the primary technology for delivering outstanding voice and data service (technology varies by market). It is one of the most secure technologies available for wireless communication in the world today. CDMA is a "spread spectrum" technology, allowing many users to occupy the same time and frequency allocations, in a given band/space. CDMA systems have been in commercial use since 1995. CDMA networks operate in the 800 and 1900 MHz frequency bands with the primary markets in North America.

- **Outstanding Voice and Call Quality**

CDMA filters out background noise, cross-talk, and interference so you can enjoy crystal-clear voice quality, greater privacy, and enhanced call quality. Qualcomm's CDMA variable rate vocoder translates voice into digital transmissions, zeroes and ones, at the highest translation rates possible (8kbps or 13kbps). This allows for crystal clear voice and also maximizes your system capacity.

- **Greatest Coverage for Lower Cost**

CDMA's spread spectrum signal provides the greatest coverage in the wireless industry, allowing networks to be built with far fewer cell sites than is possible with other wireless technologies. Fewer cell sites translate to reduced operating expenses, which results in savings to both operators and consumers.

- **Packet Data**

CDMA networks are built with standard IP packet data protocols. Other networks require costly upgrades to add new data equipment in the network and will require new data phones. Standard cdmaOne phones already have TCP/IP and PPP protocols built into them.

- **Mobile Broadband**

Implementation of EV-DO technology in nearly all markets supports faster data rates and even greater network capacity. Download speeds with an EV-DO compatible handset or internet air card can range from 600kbps – 1 mbps and upload speeds range from 400 – 500 kbps. The result is faster access to critical information.

- **4G/LTE**

The 4G LTE network is now available in select cities in Wisconsin, Maine, Iowa, North Carolina, Oklahoma and Texas. Additional cities in Illinois, Maryland, Missouri, New Hampshire, Oregon, Tennessee, Vermont, Virginia, Washington, and West Virginia will also have access to 4G LTE by the second half of 2012.

- **Longer Talk Time and Longer Battery Life**

You can leave your phone on with CDMA. CDMA uses power control to monitor the amount of power your system and handset need at any time. CDMA handsets typically





transmit at the lowest power levels in the industry, allowing for longer battery life which results in longer talk time and standby time.

- **Fewer Dropped Calls**

CDMA's patented "soft handoff," method of passing calls while customers travel across the network sharply reduces the risk of disruption or dropped calls. The process of soft handoff leads to fewer dropped calls as 2 or 3 cell sites are providing service for your call at any given time.

- **Improved Security and Privacy**

CDMA's digitally encoded, spread spectrum transmissions resist eaves dropping. Designed with about 4.4 trillion codes, CDMA virtually eliminates cloning and other types of fraud.

- **Greater Capacity**

CDMA allows the largest number of subscribers to share the same radio frequencies, helping service provider's increase their profitability. CDMA can provide more than three times the capacity of other digital platforms.

- **Reduced Background Noise and Interference**

CDMA combines multiple signals and improves signal strength. This leads to the near elimination of interference and fading. Both electrical background noise (computer noise) and acoustic background noise (background conversations) are filtered out by using narrow bandwidth which corresponds to the frequency of the human voice. This keeps background noise out of your conversations.

- **Rapid Deployment**

CDMA systems can be deployed and expanded faster and more cost effectively than most wire line networks. And because they require fewer cell sites, CDMA networks can be deployed faster than other types of wireless networks.

- **Wide Product Selection**

CDMA is one of the two leading global wireless technologies. This enables service providers and customers to choose from a wide range of highly advanced, cost-competitive, CDMA-based products.





FEATURES & BENEFITS

Flexible Calling Plans

Customize a plan that's best for your business. Select the amount of minutes your company needs including Free Incoming Calls, Texts and Pix and choose options like Free Mobile-to-Mobile or unlimited Nights and Weekends.

Free Incoming Calls, Texts, Pix and Video Messages

Nearly half the time you spend on your phone is free.

Free Mobile-to-Mobile Calls (on select plans)

Unlimited Calls to and from other U.S. Cellular® customers nationwide.

Unlimited Nights and Weekends Starting at 7 p.m. (on select plans)

Unlimited calling Monday through Friday from 7 p.m. to 6:59 a.m. and all day Saturday and Sunday.

Battery Swap

We believe running out of power shouldn't stand in the way of staying connected to your customers and employees. With Battery Swap, you can come into a U.S. Cellular® store and swap your battery for a fully charged one, free, and stay connected to your business. This program is offered at most locations. Visit uscellular.com/storefinder to find a participating location.

My Contacts Backup

Download and register My Contacts Backup for free, so that if you ever need to replace a phone, you won't need to reload your contacts. Check out how easy it is to back up your contacts at uscellular.com/mycontactsbackup.

Nationwide Long Distance

No long distance charges when calling anyone nationwide, including calls to Puerto Rico.

Call Forwarding

Transfer incoming calls to any other phone number when you're not with your wireless phone.

Call Waiting

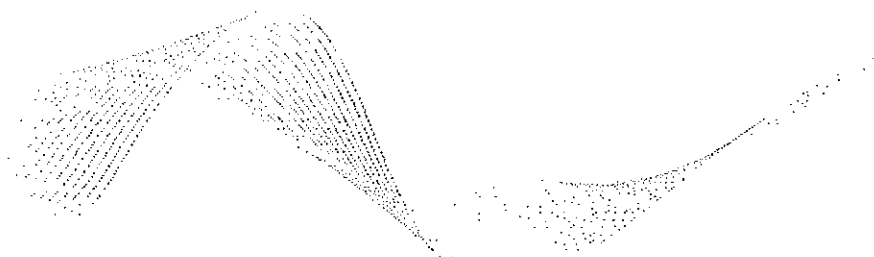
Stay connected with one call while answering another.

Caller ID

Lets you know who's calling before you answer.

Three-Way Conference Calling

Add a third party to your current call.



**Voice Mail**

Our Voice Mail service answers calls when you can't.

International Dialing

International Dialing gives you direct access to over 200 countries. Consult a U.S. Cellular® representative or visit uscellular.com/countrycodes for country rates and availability.

International Text Messaging

Text over 100 countries from your wireless phone. There is no extra fee for the text messages you send and incoming messages are still free. Consult a U.S. Cellular® representative for country availability.

Directory Assistance

Call Directory Assistance by dialing 411 from your wireless phone to get the phone numbers of the people and businesses you need. You can also get additional information like movie times and locations, restaurant listings and more. In addition to the Directory Assistance charge, airtime and toll charges may apply.





LOCAL SERVICE AND SUPPORT STRUCTURE

U.S. Cellular® provides specialized Support Teams for its business and government accounts. These individuals are some of U.S. Cellular's most experienced, tenured associates whose focus is to provide personalized and professional service.

Dedicated Local BAE:

U.S. Cellular provides a **Business Account Executive (BAE)** to business and government accounts for personal and local sales representation. These representatives work closely with customers to understand their business needs and offer services and rate plans specifically suited to those needs.

Bob Decoteau
920-366-2727
Robert.decoteau@uscellular.com

Dedicated Local Sales Support Specialist:

U.S. Cellular will provide a local Sales Support Specialist to assist your business account by facilitating phone training for new users, fulfilling orders, delivering or shipping equipment, answering questions regarding products and services, and other field support.

Jill Foth
920-418-5455
Jill.foth@uscellular.com

Business to Business Billing Support:

City of De Pere will also have access to a specialized Business to Business Customer Service and Billing Support Team.
Business Support – 1-800-819-9373

Battery Support

U.S. Cellular retail locations will be equipped to exchange your associate's handset batteries at no cost to the City of De Pere or the end user. Device must be active with U.S. Cellular® service and be one of the many devices supported by the U.S. Cellular® Battery Swap Program.

Roamer Support Center:

U.S. Cellular's Roamer Support Center is open 24 hours a day 7 days a week and can assist customers when they are roaming and encountering problems placing or receiving calls.

Roamer Support Center: 1-888-872-7462





RECOMMENDED RATE PLANS

U.S. Cellular® offers a variety of business rate solutions designed for the City of De Pere's specific needs.

All of U.S. Cellular's Business plans include nationwide long distance calling as well as productivity tools such as voice mail, caller ID, call waiting, call forwarding, detailed billing (at your request) and 3-way calling at no additional charge.

State of WI & Authorized User Rate Plans

State Voice Plan - Local/National				
		MRC		Per Minute
Incoming	\$	-	\$	0.05
Outgoing	\$	-	\$	0.05
Toll Free	\$	-	\$	0.05
Mobile to Mobile	\$	-	\$	0.05
Domestic Long Distance	\$	-	\$	-
Intrastate Roaming	\$	-	\$	-
Interstate Roaming	\$	-	\$	-
Directory Assistance (per call)	\$	-	\$	1.95

Alternate Rate Plan Discount	
Percentage discount from Published Monthly Access Charge, (Excludes any rate plans that earn Reward Points)	25%

Voice/Smartphone Plan Add-On Features			
		MRC	Per MB overage
Unlimited Mobile to Mobile	\$	10.00	N/A
Unlimited CALL ME Minutes	\$	10.00	N/A
Tethering (smartphone feature only)	\$	25.00	\$.49/MB

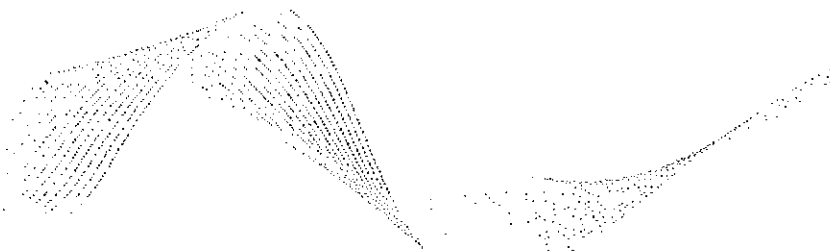




Text Packages					
		MRC	Per Text overage	Included Outgoing Msg	Included Incoming Msg
Pay As You Go Text Messaging	\$	0	\$ 0.10	0	Unlimited
Text Messaging 250	\$	4.95	\$ 0.10	250	Unlimited
Text Messaging 750	\$	9.95	\$ 0.10	750	Unlimited
Unlimited Text Messaging	\$	14.95	\$ 0.10	Unlimited	Unlimited
Unlimited TXT/PIX- VID Messaging	\$	19.95	N/A	Unlimited	Unlimited

Smartphone Data Plan		
	MRC	Per MB overage
Cost Per Line Per Month for Access (5GB) *** Includes BB BES, Android, and Windows Mobile®	\$ 24.95	\$ 0.10
Cost Per Line Per Month for Access (2GB)	\$ 25.00	\$10/GB

Alrcard / Hotspot / Tablet Data Plan		
	MRC	Per MB/GB overage
Cost Per Line Per Month for Access (5GB)	\$ 40.00	\$10/GB
Cost Per Line Per Month for Access (2GB)	\$ 22.00	\$10/GB





EQUIPMENT/HANDSET PRICING

The City of De Pere will receive discounted equipment pricing that U.S. Cellular® will offer with a two-year service contract. The discounted pricing listed below applies to all new activations and eligible equipment upgrades.**

U.S. Cellular® phone handset and pricing offer:

Voice Equipment

*** All equipment is subject to 1 upgrade in a 2 year contract period ***

	Price
Samsung Chrono 2	\$ 0.01
Samsung Freeform 4	\$ 0.01

Smartphone Equipment

*** All equipment is subject to 1 upgrade in a 2 year contract period ***

	Price
BlackBerry® 9350 Curve	\$ 0.99
Motorola Electrify	\$ 150.99
Samsung Galaxy II	\$ 150.99

Aircard & Hotspot Equipment

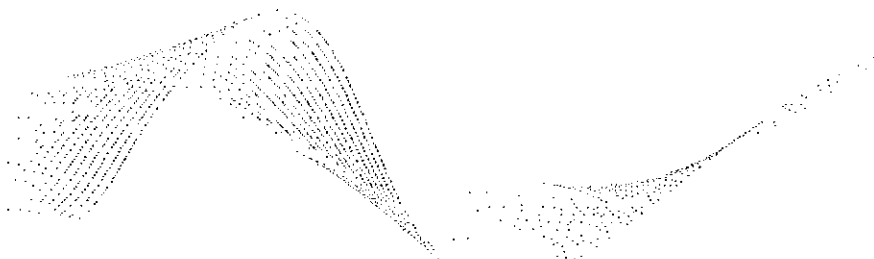
*** All equipment is subject to 1 upgrade in a 2 year contract period ***

	Price
PCD UM185 Data Card (requires 2GB or higher Data Plan)	\$ 0.01
SamsungSCH-LC11 Hotspot (requires 2GB or higher Data Plan)	\$ 0.01

Other Equipment

*** All equipment is subject to 1 upgrade in a 2 year contract period ***

	Price
HTC Flyer (requires 2GB or higher Data Plan)	\$ 449.99





All other equipment pricing follow the formula listed below:

***** Formula is based on the RETAIL Price of equipment not specifically listed above *****

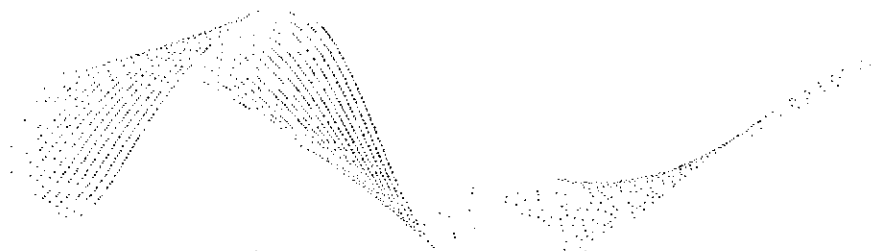
	Fixed % Discount (off retail price)	Fixed Dollar Credit (taken after fixed % discount is applied off retail)
Voice Only Handheld Device	25%	\$ 100.00
Combined Voice and Data Handheld Device	25%	\$ 299.00
Data Only Device excluding Tablets	25%	\$ 100.00
Tablets (2GB data plan mandatory)	25%	\$ 150.00
Accessories	25%	

These handsets include a color screen, battery, wall charger and ear bud.

U.S. Cellular reserves the right to substitute comparable models due to manufacturer's availability.

Lines of service on which the phone handset was purchased at least 18 months previously are eligible for upgrade at the discounted prices listed above.

Fee Schedule			
Federal Universal Service Fund Fee	\$	0.50	Per CTN
WI Police & Fire Fee	\$	0.75	Per CTN for the 1st 10 CTN's
WI Police & Fire Fee	\$	0.075	Per CTN for lines 11 & greater





**PARTNER EMPLOYEE DISCOUNT PROGRAM (PEDP) (RATES AND DISCOUNTS MAY BE
SUBJECT TO CHANGE)**

Discounted Service for Your Associates

The City of De Pere's partnership with U.S. Cellular® qualifies your employees for a discount on their consumer wireless service! If PEDP requirements are met, both current and new customers employed by the City of De Pere will be able to take advantage of this discount and great customer service that U.S. Cellular has become known for.

Gaining access to the discount is easy! Associates simply visit www.uscellular.com/partner. Upon entering their name and corporate e-mail address they will receive an e-mail with their discount. They will then simply be prompted to continue with the process and have the discount applied.

Requirements:

- City of De Pere must maintain at least 21 lines of service during the term of this Agreement. (changes to the number of active lines on the corporate account may impact discount rate)
- Discount will only be applied to the voice plan portion (On Belief Plans the discount applies to the voice, messaging and data bundle)
- Single line plans must have a monthly service charge of \$69.95 or greater
- Family Plans must have a monthly service charge of \$99.99 or greater
- Not eligible on Wireless Modem or data only plans





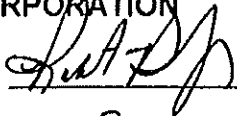
TERMS OF AGREEMENT

Under this Agreement, all lines will be under contract for a period of twenty-four months from the date of execution of this Agreement. All lines will have coterminous end dates. If the City of De Pere should cancel its service before the expiration of this Agreement, or should elect not to renew its service with U.S. Cellular upon expiration of the Agreement, any lines that received equipment discounts within the previous (six months of service) will be charged full list price for each piece of equipment. This Agreement covers any lines of service added under this Agreement. The Terms and Conditions of Agreement, attached hereto and made a part of this Agreement as Exhibit A, shall control the provision of Service to the Customer.

- **City of De Pere Corporate Activation Fees are Waived**
- **Termination Fees –**
\$150.00 per line for Feature Phones, Modems and Hotspot devices.
\$350.00 per line for Smartphones and Tablets.
- **Expiration Date of Contract:** Twenty-four months from date of contract signing by U.S. Cellular.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives.

UNITED STATES CELLULAR
CORPORATION

By: 

Name: Robert F. Decham Jr

Title: BUSINESS ACCOUNT EXECUTIVE

Date: 7/31/12

City of De Pere, WI

By: _____

Name: _____

Title: _____

Date: _____



EXHIBIT A

TERMS AND CONDITIONS OF AGREEMENT

These are the Terms and Conditions for Service between the customer ("you") and United States Cellular Corporation on behalf of its operating licensed affiliates doing business as U.S. Cellular in your Home Market, as defined below ("U.S. Cellular", "we" or "us"). "Service" refers to the telecommunication services/programs, including voice and data services, you purchase from U.S. Cellular. Your "Agreement" includes (1) these Terms and Conditions, (2) the Service Agreement ("Service Agreement") on which you applied for Service, (3) the terms and conditions (typically, but not exclusively, included in the applicable brochure or literature) applicable to each Service, and (4) if you purchase data services, the additional terms posted at www.uscellular.com/termsandconditions.

Eligibility

You are eligible for Service only if you or your employer has a billing address within U.S. Cellular's licensed market area. If you meet the eligibility requirement only through your employment address, you may only be eligible for certain rate plans. All accounts you have with us must be kept in good standing in order to be eligible for Service. If any account is not in good standing, all accounts are subject to suspension and/or termination.

Term/Termination/Early Termination Fee

This Agreement is effective on the day we activate your Service and continues until terminated in a manner as provided below. You may terminate Service at any time by notifying U.S. Cellular. Termination by you shall be effective immediately unless you request a later termination date. A request to port your number is a request by you to terminate Service immediately. Your monthly recurring Services and the applicable charges for those monthly recurring Services shall be prorated to coincide with the termination date. Depending on the amount of Service that you have used during the month of termination, such a proration may result in you incurring overage charges. U.S. Cellular may terminate or suspend your Service at any time without notice if you fail to perform any obligations of this Agreement including the restrictions and obligations set forth in the paragraphs regarding "Use of Service" and "Payment and Due Date." Additionally, U.S. Cellular may terminate this Agreement at any time without notice if we cease to provide Service in your Home Market. If the Agreement is terminated for any reason during the Initial Term ("IT") other than pursuant to (i) the "Changes to Relationship" paragraph below, (ii) any applicable U.S. Cellular guaranty period or (iii) U.S. Cellular ceasing to provide Service in your Home Market, you may be





assessed an Early Termination Fee ("ETF"). The duration of the IT and initial value of the ETF are defined in your Service Agreement. Each line of Service shall be subject to a separate ETF. Starting in the 5th month of the Agreement and each month thereafter, the ETF will be reduced by a ratable amount for the remaining months of the IT. By way of example, an ETF of \$150.00 for a 2 year IT will be reduced by \$7.50 each month and an ETF of \$350 for a 2 year IT will be reduced by \$17.50 each month over the last 20 months of the IT. Upon termination for any reason, you are responsible for the payment of all charges. If your Service is reinstated, you may be charged a reactivation fee.

Use of Service

At least 50% of your monthly voice usage must be used in U.S. Cellular's licensed markets. No more than 200 MB of your data usage in any month may be used in U.S. Cellular's non-licensed markets. Service is furnished for your use only; you may not resell Service to third parties. You may not use the Service for any unlawful, improper, harassing or abusive purpose or in such a way that interferes with U.S. Cellular's network, business operations, employees or customers. U.S. Cellular may, in its sole discretion, block access to certain categories of numbers (e.g., 976, 900 and international designations)

Payment and Due Date

You are responsible for payment of all charges on your bill, including but not limited to telecommunications-related charges (such as monthly access, airtime, roaming, toll, long distance, directory assistance, application charges and data network usage); charges for other discretionary goods and services (such as ringtones, graphics, games and other on-line content) regulatory cost recovery charges (such as Universal Service Fund, Enhanced 911 and Wireless Number Portability); surcharges; and taxes. Regulatory cost recovery fees, surcharges, and taxes are subject to change without notice. Payments are late if not received by U.S. Cellular by the due date shown on the monthly bill. We may charge a late fee of up to \$5.00 for each late payment or 1.5 percent a month or part thereof (18% annually or the highest rate permitted by applicable state law) for any amount not paid when due, whichever is greater. We may charge you a returned check fee for a check returned for any reason. You agree to reimburse U.S. Cellular for its costs, including reasonable attorneys' fees, collection fees and similar expenses incurred by U.S. Cellular with respect to collection of payment (except where prohibited by law). We will refund final credit balances of less than \$1 only upon request.

Coverage

You understand that Service may be interrupted or unavailable due to atmospheric or topographical conditions, governmental regulations or orders, or system capacity





limitations. Representations of coverage by U.S. Cellular or its agents are not guarantees.

Lost or Stolen Phones

You are responsible for all authorized charges on your phone. If you claim unauthorized charges on account of a lost or stolen phone, you must report your phone as lost or stolen immediately so that we may investigate your claim. We will investigate any claims of unauthorized charges within 30 days. You agree to cooperate with our investigation and to submit any relevant documentation that you have such as a police report or a sworn statement. You will not be required to pay any disputed charges while we investigate. If we determine that the charges are unauthorized, we will credit your account.

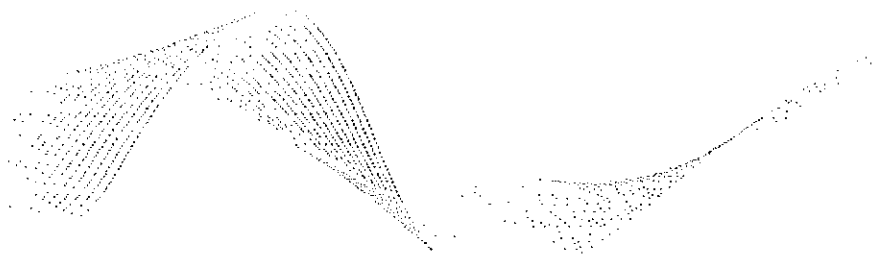
Deposits

U.S. Cellular may require a deposit from you to guarantee payment of charges for Service and from time-to-time may increase the deposit based on your usage and payment history. Deposits will only be returned to you after a minimum of 11 consecutive months of satisfactory payment history. U.S. Cellular may apply deposits or payments to any charges you owe us on any account. Interest will not be paid on deposits unless required by law.

Billing Practice

Your monthly Service fee will be billed in advance and your usage charges not covered by your monthly Service fee will be billed in arrears. Each partial minute of airtime will be rounded up and billed as a full minute. You may be charged for calls that are not completed but ring longer than 59 seconds. For completed calls, you will be billed from the time you push the "send" button until you terminate your call by pushing the "end" button on your phone. "Application charges" include the non-recurring and/or monthly subscription fees incurred when you purchase data applications. "Data network usage charges" are the charges for transferring data (i.e., downloading applications, accessing the Internet, etc.) rendered in units of kilobytes or megabytes. Each partial kilobyte of data transferred will be rounded up and billed as a full kilobyte. Text, Picture and Video Messaging are billed per address/recipient.

YOU MAY SEEK A CREDIT OR REFUND FOR ERRORS IN BILLING FOR UP TO 180 DAYS AFTER ISSUANCE TO YOU OF THE BILL ON WHICH THE ERROR IS CONTAINED BY CONTACTING U.S. CELLULAR AS PROVIDED ON YOUR BILL. YOU WILL HAVE WAIVED YOUR RIGHT TO DISPUTE THE BILL AND TO BRING, OR PARTICIPATE IN, ANY LEGAL ACTION RAISING SUCH DISPUTE IF YOU FAIL TO DISPUTE THE CHARGE ON YOUR BILL WITHIN 180 DAYS AFTER THE ISSUANCE OF THE BILL. WE MAY ALSO BACK BILL YOU FOR ANY ERROR THAT RESULTS IN AN UNDERBILLING TO YOU WITHIN 180 DAYS OF THE





ISSUANCE OF THE BILL THAT SHOULD HAVE REFLECTED THE UNDERBILLED CHARGE.

Billing Out of Area Calls. Billing for some calls made/received by you outside of the home U.S. Cellular switch to which your account is assigned at the time your service is established ("Home Market") may occur after the close of your regular billing cycle. Typically this occurs when you make/receive calls late in your billing cycle outside your Home Market such as when you are roaming on another carrier's network or are making/receiving calls on a U.S. Cellular network other than your Home Market. When this occurs, the minutes used, and associated charges, will be applied against your monthly calling plan in the month that the usage appears on your bill rather than the month the calls actually occurred.

Changes to Relationship

We may amend the Agreement at any time by providing notice to you. If we make Material Changes to the Agreement that you do not agree with, you may cancel your Agreement without incurring an ETF by notifying us within 30 days after notice to you of the change. "Material Changes" shall be only those changes that result in an increase to the rates that we charge you for services under your Price Plan as specified in your Service Agreement. Changes to charges permitted to be collected by any governmental authority (such as for the Universal Service Fund) or which pass through the expense of taxes imposed on the Service or which relate to other Services for which you are under no term commitment as well as other non-monetary changes to the Terms and Conditions shall not constitute Material Changes to this Agreement. If you use the Service after the 30-day period, you agree to be bound by any Material Changes.

Privacy/Acceptable Use/Copyright

U.S. Cellular strives to protect the privacy and intellectual property rights of our customers. We may collect, process and share personal information about you or your account consistent with our privacy policy, available at www.uscellular.com, without further specific notice to you. You can also view U.S. Cellular's acceptable use and copyright policies at www.uscellular.com.

Credit Information

You authorize consumer reporting agencies to periodically furnish U.S. Cellular with your consumer report. You authorize U.S. Cellular to periodically disclose your account information and payment history to consumer reporting agencies.

Limits of Liability

U.S. CELLULAR'S LIABILITY REGARDING YOUR USE OF THE SERVICES OR EQUIPMENT, OR THE FAILURE OF OR INABILITY TO USE THE SERVICES OR





EQUIPMENT, IS LIMITED TO THE CHARGES YOU INCUR FOR SERVICES OR EQUIPMENT DURING THE AFFECTED PERIOD. THIS MEANS U.S. CELLULAR IS NOT LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS LOST PROFITS OR LOST BUSINESS OPPORTUNITIES), PUNITIVE OR EXEMPLARY DAMAGES, OR ATTORNEYS' FEES.

Disclaimer of Warranties

U.S. CELLULAR MAKES NO WARRANTY REGARDING THE SERVICES, EQUIPMENT AND SOFTWARE AND DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE TO THE EXTENT PERMITTED BY STATE LAW. U.S. CELLULAR IS NOT RESPONSIBLE FOR CIRCUMSTANCES BEYOND ITS CONTROL, INCLUDING WITHOUT LIMITATION, ACTS OR OMISSIONS OF OTHERS, ATMOSPHERIC CONDITIONS, OR ACTS OF GOD. U.S. CELLULAR DOES NOT MANUFACTURE EQUIPMENT OR SOFTWARE, AND YOUR ONLY WARRANTIES AND REPRESENTATIONS WITH RESPECT TO EQUIPMENT OR SOFTWARE ARE THOSE PROVIDED BY THE MANUFACTURER UNLESS AND ONLY TO THE EXTENT THAT APPLICABLE STATE LAW IMPOSES WARRANTY OBLIGATIONS ON U.S. CELLULAR.

Assignment

U.S. Cellular may assign this Agreement without notice to you. You may assign this Agreement only with U.S. Cellular's consent.

Entire Agreement

This Agreement is the entire agreement between you and U.S. Cellular. This Agreement supersedes any inconsistent or additional promises made to you by any employee or agent of U.S. Cellular.

Arbitration. ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION AT THE REQUEST OF EITHER PARTY PURSUANT TO THE WIRELESS INDUSTRY ARBITRATION RULES AS MODIFIED BY THIS AGREEMENT AND AS ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION ("AAA"). WE SHALL BE FULLY RESPONSIBLE FOR FILING, ADMINISTRATION AND ARBITRATOR FEES AND WE WILL ADVANCE, OR REIMBURSE YOU FOR, ANY REASONABLE FILING, ADMINISTRATION AND ARBITRATOR FEES FOR ANY ARBITRATION INITIATED IN ACCORDANCE WITH THIS PARAGRAPH. WE WILL REIMBURSE YOU FOR YOUR REASONABLE ATTORNEYS' FEES AND COSTS IF THE ARBITRATOR AWARDS YOU AN AMOUNT EQUAL TO OR GREATER THAN THE AMOUNT YOU HAVE DEMANDED IN SUCH ARBITRATION. THE AMERICAN





ARBITRATION ASSOCIATION SHALL ADMINISTER THE ARBITRATION AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED IN ANY COURT HAVING JURISDICTION. BOTH PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS A TRANSACTION INVOLVING INTERSTATE COMMERCE, AND IS THEREFORE GOVERNED BY THE FEDERAL ARBITRATION ACT. BY AGREEING TO ARBITRATION, BOTH PARTIES ARE WAIVING THEIR RIGHT TO LITIGATE IN COURT INCLUDING ANY RIGHT TO A JURY TRIAL. UNLESS YOU AND WE OTHERWISE MUTUALLY AGREE, ALL HEARINGS UNDER SUCH ARBITRATION SHALL TAKE PLACE IN THE COUNTY OF YOUR BILLING ADDRESS. AT YOUR OPTION, YOU MAY BRING AN ACTION AGAINST US IN SMALL CLAIMS COURT, NOTWITHSTANDING THIS AGREEMENT. THE PARTIES AGREE THAT ALL CLAIMS, WHETHER IN ARBITRATION OR IN SMALL CLAIMS COURT, SHALL BE TREATED INDIVIDUALLY AND THERE SHALL BE NO CONSOLIDATION OF CLAIMS, CLASS ACTIONS, REPRESENTATIVE ACTIONS OR PRIVATE ATTORNEY GENERAL ACTIONS. U.S. CELLULAR EXPRESSLY REJECTS AND DOES NOT CONSENT TO ANY CONSOLIDATION OF CLAIMS OR CLASS ACTION IN THE ARBITRATION. THIS ARBITRATION AGREEMENT SURVIVES THE TERMINATION OF THIS SERVICE AGREEMENT. FOR ADDITIONAL INFORMATION ON COMMENCING ARBITRATION AND HOW THE ARBITRATION PROCESS WORKS, YOU MAY CALL THE AMERICAN ARBITRATION ASSOCIATION AT 800-778-7879 OR VISIT THEIR WEBSITE AT WWW.ADR.ORG.

Directory Information

U.S. Cellular does not publish directories of our customers' phone numbers nor do we provide our customers' phone numbers to third parties for publication in directories.

No Waiver; Severability

U.S. Cellular's failure to enforce any right or remedy available under this Agreement is not a waiver. If any part of this Agreement is held invalid or unenforceable, the remainder of this Agreement will remain in force.

Errors

We reserve the right to correct any errors or omissions in the Agreement.



CITY OF DE PERE
POLICE DEPARTMENT

MEMORANDUM

To: Finance and Personnel Committee

From: Derek A. Beiderwieden, Chief of Police
Judith Schmidt-Lehman, City Attorney

Date: September 4, 2012

Subject: Police/School Liaison Agreement Renewal

Attached for your review and approval are the agreements for the continuation of police school liaison agreements for the 2012-2013 school years with both the Unified School District of De Pere and the West De Pere School District.

As you may already be aware, there are three separate agreements. This is because the high school liaisons for each high school are in different school districts, and the elementary school liaison is shared by both school districts. All liaison officers cover the middle schools. Thus, the high school liaison costs are shared by the City and one school district, and the elementary liaison is shared by the City and the two school districts. The agreements cover the sharing of actual costs (salary, benefits, etc.) for 10 months of the year, with the City paying the total cost for 2 months of the year. During the two months of the year (summer months), the officers are put on special duty such as bicycle, foot, motorcycle, traffic, etc.

The costs to each entity are broken down in the appendices of the agreements. The police department and the school districts desire to continue this relationship. We are asking for your acceptance and once signed by the City, we will forward the agreements to the school districts for their signatures.

If you have any questions about the liaison program or the agreement, please contact Chief Beiderwieden at 339-4075 or City Attorney Schmidt-Lehman at 339-4042.

**EXTENSION OF COST SHARING AGREEMENT REGARDING
POLICE ELEMENTARY SCHOOL LIAISON PROGRAM BETWEEN
THE CITY OF DE PERE, WEST DE PERE SCHOOL DISTRICT
AND THE UNIFIED SCHOOL DISTRICT OF DE PERE**

This Agreement is entered into as of July 1, 2012, by and between the City of De Pere, a Wisconsin Municipal Corporation ("City"), the West De Pere School District, ("West De Pere"), and the Unified School District of De Pere ("Unified"), hereinafter referred to collectively as "the Parties."

WHEREAS, the Parties entered into a Cost Sharing Agreement regarding Police Elementary School Liaison Program, dated as of January 1, 2001, which has been extended from time to time; and

WHEREAS, the Parties wish to extend the term of the Cost Sharing Agreement through June 30, 2013, upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the fulfillment of the obligations of the Parties hereinafter set forth and such other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

1. This Agreement is effective as of July 1, 2012 through June 30, 2013.
2. The City, West De Pere and Unified agree to equally share (33.33% each) the wage and benefit cost of one full time City police officer for the police elementary school liaison program for the school terms covered by the years 2012 through 2013 in accordance with the attached Wage, Benefit and Equipment Costs schedule, incorporated by reference as Exhibit A.

- A. "Fringe" benefits identified therein shall include the following: City contributions to the Wisconsin Retirement System, social security contribution, medical insurance premiums, dental insurance premiums, workers compensation premiums, disability insurance premiums and life insurance premiums.
 - B. "Equipment" costs identified therein shall include the following: police vehicle maintenance costs, fuel, training costs, pager and cell phone fees, office supplies, and photocopy costs.
 - C. "Administrative charge" shall cover department administration and secretarial assistance and support costs.
- 3. The City will coordinate the scheduling of the assigned officer between West De Pere and Unified.
 - 4. The City shall be solely responsible for the selection, direction, control, and supervision of the officer assigned pursuant to this Agreement. All other scheduling of work during the portion of the year not covered by the school term for the assigned officer during the remainder of the year will be the responsibility of the City.
 - 5. All costs associated with work scheduled for the assigned officer by the City for regular police duty during and after the school year will be the sole responsibility of the City and will not be shared between the City, West De Pere and Unified.
 - 6. West De Pere and Unified shall each be responsible for the actual overtime costs incurred as a result of functions or activities beyond the normal school day (Monday-Friday, 7:45 a.m. to 3:30 p.m.) in the respective school districts.
 - 7. On or before June 1st each year covered by this Agreement the City will invoice West De Pere for 33.33% of the officer costs plus overtime and Unified for 33.33% of the officer costs plus overtime incurred over the preceding 6-month period

(January-June). Such invoice shall be paid on or before June 30th of the year invoiced. On or before January 1st of each year, the City will invoice West De Pere for 33.33% of the officer costs plus overtime and Unified for 33.33% of the officer costs plus overtime incurred over the preceding 6-month period (July – December). Said invoice shall be paid on or before January 31st of the year invoiced. All invoices will be itemized to include a breakdown of costs associated with the program.

8. This Agreement will not become effective unless and until authorized by the City of De Pere Common Council, the School Board of the West De Pere School District, and the School Board of the Unified School District of De Pere.
9. This Agreement will terminate June 30, 2013. This Agreement may not be terminated earlier by any party without mutual written consent of all Parties herein.

[Remainder of page intentionally left blank]

10. This Agreement may be executed by the Parties in counterparts.

Dated this ____ day of _____, 201__.

CITY OF DE PERE

UNIFIED SCHOOL DISTRICT OF DE PERE

Michael J. Walsh, Mayor

Dr. Ben Villarruel, Superintendent

Shana L. Defnet, Clerk-Treasurer

Paul Summerside, School Board President

WEST DE PERE SCHOOL DISTRICT

John R. Zegers, Superintendent

Barbara E. Van Deurzen, School Board President

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EXHIBIT A

Wage, Benefit and Equipment Costs for Elementary School Liaison Officer Unified School District of De Pere and West De Pere School District

2012 Costs

Wages	\$ 65,076
Holiday Pay	\$ 2,596
Fringe Benefits (45%)	\$ 30,452
Uniform Articles	\$ 440
Equipment	\$ 800
Subtotal	\$ 99,364
4% Administrative Charge	\$ 3,975
Total Costs	\$ 103,339
85% of Year	\$ 87,838

2012 Cost per Participant	\$ 29,279
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2013 Costs

Wages	\$ 67,028
Holiday Pay	\$ 2,674
Fringe Benefits (45%)	\$ 31,366
Uniform Articles	\$ 440
Equipment	\$ 800
Subtotal	\$ 102,308
4% Administrative Charge	\$ 4,092
Total Costs	\$ 106,400
85% of Year	\$ 90,440

2013 Cost per Participant	\$ 30,147
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**EXTENSION OF COST SHARING AGREEMENT REGARDING
POLICE SCHOOL LIAISON PROGRAM BETWEEN THE
CITY OF DE PERE AND THE UNIFIED SCHOOL DISTRICT OF DE PERE**

This Agreement is entered into as of July 1, 2012, by and between the City of De Pere, a Municipal Corporation ("City") and the Unified School District of De Pere, ("the District"), hereinafter referred to collectively as "the Parties."

WHEREAS, City and the District entered into an agreement as of July 1, 2001 regarding Police School Liaison cost sharing, which has been extended from time to time; and

WHEREAS, the Parties wish to memorialize, in writing, their continued desire to cost share the police school liaison position upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the fulfillment of the obligations of the parties hereinafter set forth and such other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

1. This Agreement is effective as of July 1, 2012 through June 30, 2013.
2. The City and the District agree to equally share (50% each) the wage and benefit cost of one full time City police officer for the police school liaison program for the school terms covered by the length of this Agreement in accordance with the attached Wage, Benefit and Equipment Costs schedule, attached hereto and incorporated by reference as Exhibit A.
 - A. "Fringe" benefits identified therein shall include the following: City contributions to the Wisconsin Retirement System, social security contribution, medical insurance premiums, dental insurance premiums, workers compensation premiums, disability insurance premiums and life insurance premiums.
 - B. "Equipment" costs identified therein shall include the following: police vehicle maintenance costs, fuel, training costs, pager and cell phone fees, office supplies and photocopy costs.

- C. "Administrative charge" shall cover department administration and secretarial assistance and support costs.
3. The City shall be solely responsible for the selection, direction, control, and supervision of the officer assigned pursuant to this Agreement. All other scheduling of work for the assigned officer during the portion of the year not covered by the school term will be the responsibility of the City. Any costs associated with work scheduled for the assigned officer by the City for regular police duty during breaks in and between school years are not shared costs between the City and the District.
 4. All overtime costs incurred by City for the District functions or activities beyond the normal school day (Monday-Friday, 7:45 a.m. to 3:30 p.m.), shall be the sole responsibility of the District.
 5. On or before July 1st of each year under this Agreement, City will invoice the District for 50% of the officer costs incurred over the preceding 6-month period (January-June). Such invoice shall be paid on or before July 31st of the year invoiced. On or before January 1st of each year, the City will invoice the District for 50% of the officer costs incurred over the preceding six-month period (July-December). Said invoice shall be paid on or before January 31st of the year invoiced. All invoices will be itemized to include a breakdown of costs associated with the program.
 6. This Agreement will not become effective unless and until authorized by the City of De Pere Common Council and the School Board of the Unified School District of De Pere.

7. This Agreement will terminate June 30, 2013. This Agreement may not be terminated earlier by any party without mutual written consent of all Parties herein.

Dated this ____ day of _____, 201__.

CITY OF DE PERE

UNIFIED SCHOOL DISTRICT OF DE PERE

Michael J. Walsh, Mayor

Dr. Ben Villarruel, Superintendent

Shana L. Defnet, Clerk-Treasurer

Paul Summerside, School Board President

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EXHIBIT A

Wage, Benefit and Equipment Costs for School Liaison Officer Unified School District of De Pere

2012 Costs

Wages	\$ 65,076
Holiday Pay	\$ 2,596
Fringe Benefits (45%)	\$ 30,452
Uniform Articles	\$ 440
Equipment	\$ 800
Subtotal	\$ 99,364
4% Administrative Charge	\$ 3,975
Total Costs	\$ 103,339
85% of Year	\$ 87,838

2012 Cost per Participant	\$ 43,919
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2013 Costs

Wages	\$ 67,028
Holiday Pay	\$ 2,674
Fringe Benefits (45%)	\$ 31,366
Uniform Articles	\$ 440
Equipment	\$ 800
Subtotal	\$ 102,308
4% Administrative Charge	\$ 4,092
Total Costs	\$ 106,400
85% of Year	\$ 90,440

2013 Cost per Participant	\$ 45,220
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**EXTENSION OF COST SHARING AGREEMENT REGARDING
POLICE SCHOOL LIAISON PROGRAM BETWEEN
THE CITY OF DE PERE AND THE WEST DE PERE SCHOOL DISTRICT**

This Agreement is entered into as of July 1, 2012, by and between the City of De Pere, a Municipal Corporation ("City") and the West De Pere School District, ("West De Pere"), hereinafter referred to collectively as "the Parties."

WHEREAS, City and West De Pere entered into an agreement as of July 1, 1999 regarding Police School Liaison cost sharing, which has been extended from time to time; and

WHEREAS, the Parties wish to memorialize, in writing, their continued desire to cost share the police school liaison position upon the terms and conditions set forth below.

NOW THEREFORE, in consideration of the fulfillment of the obligations of the Parties hereinafter set forth and such other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

1. This Agreement is effective as of July 1, 2012 through June 30, 2013.
2. The City and West De Pere agree to equally share (50% each) the wage and benefit cost of one full time City police officer for the police school liaison program for the school terms covered by the length of this Agreement in accordance with the attached Wage, Benefit and Equipment Costs schedule attached hereto and incorporated by reference as Exhibit A.
 - A. "Fringe" benefits identified therein shall include the following: City contributions to the Wisconsin Retirement System, social security contribution, medical insurance premiums, dental insurance premiums, workers compensation premiums, disability insurance premiums and life insurance premiums.
 - B. "Equipment" costs identified therein shall include the following: police vehicle maintenance costs, fuel, training costs, pager and cell phone fees, office supplies and photocopy costs.

- C. "Administrative charge" shall cover department administration and secretarial assistance and support costs.
3. The City shall be solely responsible for the selection, direction, control, and supervision of the officer assigned pursuant to this Agreement. All other scheduling of work for the assigned officer during the portion of the year not covered by the school term will be the responsibility of the City. Any costs associated with work scheduled for the assigned officer by the City for regular police duty during breaks in and between school years are not shared costs between the City and West De Pere.
 4. All overtime costs incurred by City for West De Pere District functions or activities beyond the normal school day (Monday-Friday, 7:45 a.m. to 3:30 p.m.), shall be the sole responsibility of West De Pere.
 5. On or before July 1st of each year under this Agreement, City will invoice West De Pere for 50% of the officer costs incurred over the preceding 6-month period (January-June). Such invoice shall be paid on or before July 31st of the year invoiced. On or before January 1st of each year, the City will invoice West De Pere for 50% of the officer costs incurred over the preceding six-month period (July-December). Said invoice shall be paid on or before January 31st of the year invoiced. All invoices will be itemized to include a breakdown of costs associated with the program.
 6. This Agreement will not become effective unless and until authorized by the City of De Pere Common Council and the School Board of the West De Pere School District.

7. This Agreement will terminate June 30, 2013. This Agreement may not be terminated earlier by any party without mutual written consent of all Parties herein.

Dated this ____ day of _____, 201__.

CITY OF DE PERE

WEST DE PERE SCHOOL DISTRICT

Michael J. Walsh, Mayor

John R. Zegers, Superintendent

Shana L. Defnet, Clerk-Treasurer

Barbara E. Van Deurzen, School Board President

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EXHIBIT A

Wage, Benefit and Equipment Costs for School Liaison Officer West De Pere School District

2012 Costs

Wages	\$ 65,076
Holiday Pay	\$ 2,596
Fringe Benefits (45%)	\$ 30,452
Uniform Articles	\$ 440
Equipment	\$ 800
Subtotal	\$ 99,364
4% Administrative Charge	\$ 3,975
Total Costs	\$ 103,339
85% of Year	\$ 87,838

2012 Cost per Participant	\$ 43,919
----------------------------------	------------------

2013 Costs

Wages	\$ 67,028
Holiday Pay	\$ 2,674
Fringe Benefits (45%)	\$ 31,366
Uniform Articles	\$ 440
Equipment	\$ 800
Subtotal	\$ 102,308
4% Administrative Charge	\$ 4,092
Total Costs	\$ 106,400
85% of Year	\$ 90,440

2013 Cost per Participant	\$ 45,220
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CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Judith Schmidt-Lehman, City Attorney *Judy*
RE: Suggested Revisions to General Penalty Provisions of §1-11 De Pere
Municipal Code
Date: September 4, 2012

As you will recall, the Common Council adopted a cash deposit schedule for violations of the City's Social Host ordinance by approving Resolution 12-101(copy attached) on August 21, 2012. That cash deposit schedule calls for the imposition of forfeitures for third and subsequent offenses of \$1,500 and \$2,000 respectively. Under §1-11 De Pere Municipal Code however, the maximum forfeiture authorized for a municipal ordinance violation is \$1,000. Therefore, either §1-11 De Pere Municipal Code must be amended to authorize forfeitures up to at least \$2,000 or the Council should rescind Resolution 12-101 and adopt a cash deposit schedule within the parameters of §1-11.

The Common Council has discretion to determine its maximum penalty under Wis. Stats. §§62.11(5) and 66.0103. Attached please find a draft revision to §1-11 to increase the maximum penalty forfeiture to \$2,000.

This matter will be discussed at the September 11, 2012 Finance/Personnel Committee meeting. Please feel free to call me at 339-4042 with any questions or concerns you may have.

JSL:jld

Attachment

cc: David Matyas, Municipal Court Judge
Derek Beiderwieden, Police Chief
Lawrence A. Delo, City Administrator
Alderpersons Boyd, Kneiszel, Crevier and Bauer

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RESOLUTION #12-101

AMENDING MUNICIPAL COURT BOND SCHEDULE

WHEREAS, the City has, pursuant to Resolution 06-157, adopted a cash deposit bond schedule for Municipal Court forfeitures to be imposed by the De Pere Municipal Court; and

WHEREAS, subsequent to such adoption, additional offenses subject to forfeiture have been adopted by the Common Council, for which a deposit bond schedule is necessary.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

The schedule of cash deposits established by the judge of the Joint Municipal Court is hereby amended by including the cash deposits as set forth below.

<u>Chapter</u>	<u>Title</u>	<u>First Offense</u>	<u>Second Offense</u>	<u>Third Offense</u>	<u>Subsequent Offenses</u>
8-23	Social Host Alcohol Regulations	\$800.00 (plus costs)	\$1,000.00 (plus costs)	\$1,500 (plus costs)	\$2,000.00 (plus costs)

- (a) The cash deposits above shall have added thereto all court costs, penalties, and jail assessments applicable under the Wisconsin Statutes or by ordinance.
- (b) The cash deposits above for second and subsequent offenses represent an average bond schedule subject to adjustment as provided herein. In all such charges, the cash deposit shall be not less than the indicated amount and not more than \$2,000.00. Such exact amount of the cash deposit shall be determined considering the following factors:
 - 1. Severity of defendant's conduct.
 - 2. Amount of time spent by the police officer in solving the problem.
 - 3. Amount of any damage done to property.
 - 4. Amount of injury to the officer or other person.
 - 5. Degree to danger Defendant's conduct put officer or other persons or property in.
 - 6. Degree to disturbance caused by such conduct.
- (c) The municipal judge may include such amounts as restitution for victims as allowed by law.
- (d) The Municipal Judge shall collect all forfeitures and taxable costs in any action or proceeding and shall cause such moneys to be paid to the Clerk-Treasurer not

later than two weeks succeeding the receipt thereof or shall account for moneys collected and paid to other governmental agencies as required by law.

- (e) Municipal Court costs are \$28.00, and the Municipal Judge shall include said amount as and for taxable costs to be collected.

BE IT FURTHER RESOLVED THAT:

The following provisions shall apply for violations of ordinance:

- (a) All actions before the Municipal Court for alleged violation of provisions of this Code shall be forfeiture actions. Upon failure to pay any forfeiture duly imposed, after affording a reasonable time to pay such forfeiture considering the amount thereof and ability of the defendant to pay, the Court may impose imprisonment of not more than ninety (90) days for each violation, may suspend the defendant's motor vehicle driving privileges for up to two (2) years or until paid, or may fashion any other appropriate remedy applicable to forfeiture actions in this state.
- (b) The forfeiture for violation of any provision of this Code shall be not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00).

BE IT FURTHER RESOLVED THAT:

The Court's authority to impose alternative juvenile dispositions and sanctions is as follows:

- (a) For a juvenile adjudged to have violated any ordinance, the Municipal Court is authorized to impose any of the dispositions listed in Wis. Stats. §§938.343 and 938.344, in accordance with the provisions of those statutes.
- (b) For a juvenile adjudged to have violated an ordinance who violates a condition of a dispositional order of the Municipal Court under Wis. Stats. §§938.343 and 938.344, the Municipal Court is authorized to impose any of the sanctions listed in Wis. Stats. §938.355(6)(d), in accordance with the provisions of those statutes.
- (c) This section is enacted under the authority of Wis. Stats. §938.17(2)(cm).

BE IT FURTHER RESOLVED THAT:

This resolution shall become effective on August 22, 2012.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of
August, 2012.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

ORDINANCE 12-

AMENDING §1-11 DE PERE MUNICIPAL CODE
REGARDING MAXIMUM FORFEITURES

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

Section 1. §1-11 **Penalties**, De Pere Municipal Code, is hereby amended by deleting the term "\$1,000.00" in paragraphs (a) and (b) and substituting "\$2,000.00" therefor.

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

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

Adopted by the Common Council of the City of De Pere, this ____ day of _____, 2012.

APPROVED:

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

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

(Code 1974, § 1.05)

Sec. 1-10. Jurisdiction.

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

(Code 1974, § 1.06)

CURRENT
ORDINANCE

Sec. 1-11. Penalties.

(a) *Forfeiture.* Any person who violates this Code or any city ordinance, or any regulations adopted pursuant to this Code for which no penalty is specifically provided, shall be subject to a forfeiture of not less than \$1.00 nor more than \$1,000.00 for each offense, except as provided in the following subsection.

(b) *Second offense.* In any case where any ordinance or any section or chapter of this Code shall not provide a greater penalty for a second or subsequent conviction for its violation, any person violating the same who shall previously have been convicted of its violation shall be subject to a forfeiture of not less than \$10.00 nor more than \$1,000.00 for each offense, except that where the penalty provided by any such ordinance or section or chapter of this Code for a first violation shall be larger than the penalty provided in this subsection, such large penalty shall be applicable.

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

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

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

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

(g) *Applicability.* The penalty provided by this section or any section of this Code applies to the amendment of any section of this Code or any code adopted in this Code by reference to which the penalty relates whether or not such penalty is reenacted in the amendatory ordinances, unless otherwise provided in the amendment.

(h) *Reference to sections.* Reference to any section of this Code shall be understood also to refer to and include the penalty section relating thereto, unless otherwise expressly provided.

(i) *Failure of officers to perform duties.* The failure of any officer or employee of the city to perform any official duty imposed by this Code shall not subject such officer or employee to the penalty imposed for violation of this Code, unless a penalty is specifically provided.

(Code 1974, § 1.07)

State law references—Penalty for violation of ordinances, Wis. Stats. § 66.115; bail generally, Wis. Stats. § 66.124; outstanding unpaid forfeitures, Wis. Stats. § 66.117; actions for violation of municipal ordinances, Wis. Stats. § 66.12; fines and costs in municipal court, Wis. Stats. § 814.65.

Sec. 1-12. Amendments; language of amendments; new material; repeals.

(a) Amendments to any of the provisions of this Code may be made by amending such provisions by specific reference to the section number of this Code in substantially the following language: "That section _____ of the Municipal Code of the City of De Pere, Wisconsin, is hereby amended to read as follows:" The new provisions shall then be set out in full as desired.

(b) If a new section not heretofore existing in the Code is to be added, the following language may be used: "That the Municipal Code of the City of De Pere, Wisconsin, is hereby amended by adding a section to be numbered _____, which section reads as follows:" The new section shall be set out in full as desired.

(c) All sections, divisions, articles, chapters or provisions desired to be repealed must be specifically repealed by section, division, article or chapter number, as the case may be.

Sec. 1-13. Effect of amendments to Code.

Any and all additions and amendments to this Code, when passed in such form as to indicate the intention of the common council to make the addition or amendment a part of this Code, shall be deemed to be incorporated in this Code so that reference to the "Municipal Code of the City of De Pere, Wisconsin," shall be understood and intended to include such additions and amendments.

Sec. 1-14. Responsibility for acts.

Every person concerned in the commission of any act prohibited by this Code, whether he directly commits the act, or prosecutes, counsels, aids or abets in its commission, may be prosecuted and, on conviction, is punishable as if he had directly committed such act.

(Code 1974, § 1.08)

**Impound Agreement between the City of DePere and the
Bay Area Humane Society**

This agreement is entered into by and between the CITY OF DEPERE, a municipal corporation existing under the laws of the State of Wisconsin, with principal offices located at 325 South Broadway, DePere, Wisconsin (hereinafter referred to as the Municipality), and the BAY AREA HUMANE SOCIETY, a Wisconsin not-for-profit corporation, whose principal office is located at 1830 Radisson Street, Green Bay, Wisconsin (hereafter referred to as the Humane Society).

WHEREAS, the Municipality from time to time acquires strayed, abandoned, or unattended animals and is desirous of a proper place to keep such animals where they will receive humane care; and

WHEREAS, the Humane Society is an organization devoted, among other things, to the care of animals and has facilities to provide for proper care in a humane way for strayed, injured, abandoned or unattended animals.

NOW, THEREFORE, in consideration of the covenants herein contained, the parties agree as follows:

1. The Humane Society agrees to accept for shelter, stray domestic animals from officials of the Municipality and citizens who find strayed animals within the Municipality and provide the animals with food, shelter, water and humane care.
2. The Humane Society shall be empowered to issue dog and cat licenses; to impound all animals coming into its control and custody as a result of violations of the animal regulations; to place or humanely dispose of such animals as come into its control; and to manage and enforce the rabies control programs pursuant to all ordinances now in effect.
3. This agreement shall include domestic animals such as dogs and cats, but shall not include wildlife.
4. The Municipality shall pay the Humane Society flat fee per animal admitted into the facility. This fee will include the state mandated seven (7) day holding period for normal stray or ten (10) days for state mandated rabies hold (see Paragraph 8 below). The Municipality will not be responsible for animals surrendered by their owners to the Humane Society. In the event the Humane Society should decide to keep the animal longer than the seven day impound period, it shall be at the expense and cost of the Humane Society. Animals that have bitten a member of the public shall be kept for the time set forth in Paragraph 8 below. The Municipality's fees for stray dogs/puppies and cats/kittens are the following per animal:

Admittance Fee

2013:	\$155.00
2014:	\$155.00
2015:	\$155.00

The Municipality's admittance fees for stray small domestic animals (rabbits, birds, etc...) shall be as follows per animal:

Admittance Fee

2013:	\$60.00
2014:	\$60.00
2015:	\$60.00

5. In the event that the Municipality should request the Humane Society to hold an animal for longer than the stray or quarantine hold period (i.e. police evidence holds, etc), the Municipality shall notify the Humane Society in writing and the Municipality agrees to pay the Humane Society at the extended rate of \$20.00 per day.
6. In the event that the animal is claimed by the owner, the owner shall pay the Humane Society and shall recover an admittance fee plus per day boarding fees prior to the release of said animal. The Municipality will not be billed for claimed animals. The Humane Society shall require a dog or cat license, proof that the animal is currently immunized against rabies, presentation of a pre-paid receipt from a veterinary clinic or payment of a rabies vaccination deposit to the Humane Society before releasing an animal to its owner.
7. The Humane Society shall maintain suitable office hours at the animal shelter for the convenience of the public and for the purpose of transacting business in connection with the duties under this contract and for the purpose of receiving animals or for accepting applications for the redemption of impounded animals.
8. The Humane Society will cooperate with the Brown County Health Department by following the procedures required with respect to animals having bitten a member of the public. Said animals will be quarantined for ten days in accordance with the State Rabies Control Program, Section 95.21 Wisconsin Statutes. In the event the animal is a stray, the Municipality shall be financially responsible for normal admittance costs plus testing suspect animals for rabies, if ordered by the victim's physician. The Municipality shall pay for said care of quarantined animals to the Humane Society the amount of admittance which shall include euthanasia at the end of the quarantine period. Any veterinarian bills are to be directed to the Municipality. In the event the animal is an owned animal the owner will be responsible of our customary and usual admittance fee plus our customary and usual daily boarding fees.
9. Injured and ill animals shall be transported, if condition requires, to the Municipality's designated veterinarian facility or the Green Bay Animal Emergency Center after hours, for assessment and/or treatment as such facility shall recommend.

The Humane Society shall not authorize nor incur additional services or fees above the limit set by the Municipality (\$250.00) without prior written approval by the Municipality. The Humane Society will make every reasonable effort to treat minor medical conditions at the Shelter and at the expense of the Humane Society. The Humane Society will make the determination as to which animals it feels need Veterinary medical care. Any additional services or treatment requested by the Humane Society, which are in excess of the Municipality's written standard injured animal procedure, shall be the sole responsibility of the Humane Society.

10. The Humane Society shall keep good and accurate records in compliance with the stray animals covered by this agreement and they shall be open and available for inspection by the Municipality through its employees and agents at all reasonable times.
11. The Humane Society during the life of this agreement shall submit an itemized statement to the Municipality, and the Municipality agrees to remit payment within 30 days unless the Municipality questions the correctness of the statement. In that event, the Municipality shall pay all un-contested items. And further, the parties agree to as expeditiously as possible, resolve the controversy with a view toward prompt payment and without undue delay.
12. The Humane Society agrees to comply with the rules, regulations, and statutes of the State of Wisconsin and the Municipal Codes of the Municipality as those statutes, rules, regulations, and provisions of the Code pertain to the areas of stray animals and the restraint of animals running at large.
13. The Humane Society will notify the Municipality, whenever a stray animal is redeemed by its owner on a second or subsequent occasion and the Village shall respond according to its established citation procedures.
14. The Humane Society shall indemnify and hold harmless the Municipality from all demands, claims, causes of action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising from, or growing out of, any act of neglect of the Humane Society, its contractors, agents, or servants in connection with the performance of the above related duties. Further more the Municipality shall indemnify and hold harmless the Humane Society from all demand, claims, causes for action or judgments, and from all expenses that may be incurred in investigating or resisting the same, arising form or growing out of, any act of neglect of the Municipality, its contractors, agents or servants in connection with the performance of this contract.
15. The Humane Society, its officers, employees, agents, and volunteers, shall act in an independent capacity during the term of this agreement and not as officers, employees, agents or volunteers of the Municipality.
16. The Humane Society shall procure and maintain during the term of this agreement, Workers' Compensation Insurance prescribed by the laws of the State of Wisconsin.

17. The Humane Society procure and maintain during the term of this agreement, comprehensive general liability coverage in the amount of \$1 million dollars that shall protect the Humane Society from claims from damages to property or for personal injury, including accidental and wrongful death, as well as from services rendered under this agreement, whether such services be by the Humane Society, by a subcontractor, or by anyone employed directly or indirectly by either of them. If requested by the Municipality, the Humane Society shall place on file with the Municipality's Risk Management (Insurance) Department, a certificate of insure which names the Municipality as additional insured.
18. It is understood and agreed by the Municipality and the Humane Society that in the event the animal control ordinances are suspended or revised to cause the level of services to be performed by the Humane Society under this agreement to be increased, then such provisions shall not be applicable with respect to this agreement.
19. It is mutually understood and agreed by the parties hereto that this agreement shall continue in effect for the period January 1, 2013, through and including December 31, 2015. However, it is fully agreed that this contract may be terminated by either party upon sixty days written notice to the other of an intention to terminate this agreement or enter into a new agreement. Both parties agree to start contract negotiations in June, 2015, for a 2016 and beyond agreement.
20. This agreement is intended by the parties hereto as the final and exclusive expression of the provisions contained in this agreement, and it supersedes and replaces any and all prior contemporaneous agreements and understandings, oral or written, in connection therewith, between the parties hereto. This agreement may be modified or changed only upon written consent of the parties hereto.

Dated at De Pere, Wisconsin, this _____ day of _____, 2012

CITY OF DE PERE, WISCONSIN

By: _____
Larry Delo, City Administrator

By: _____
Shana Defnet, City Clerk

BAY AREA HUMANE SOCIETY

By: _____
David Fenlon, President, Board of Directors

By: _____
Stephen Heaven, Executive Director

MEMORANDUM

TO: Personnel & Finance Committee
FROM: Lawrence M. Delo, City Administrator 
DATE: September 6, 2012
SUBJECT: How to Run for Elected Office Guide

The City Council recently received a presentation on a guide that discusses "How to Run for Local Office". The Council indicated they would like to have the guide reviewed by the Personnel & Finance Committee prior to it coming back to the City Council for action to either approve and implement or to not utilize and implement. A copy of the guide is attached for your review.

City of De Pere

“How to Run for Elected Office”

A comprehensive guide for participation in local government

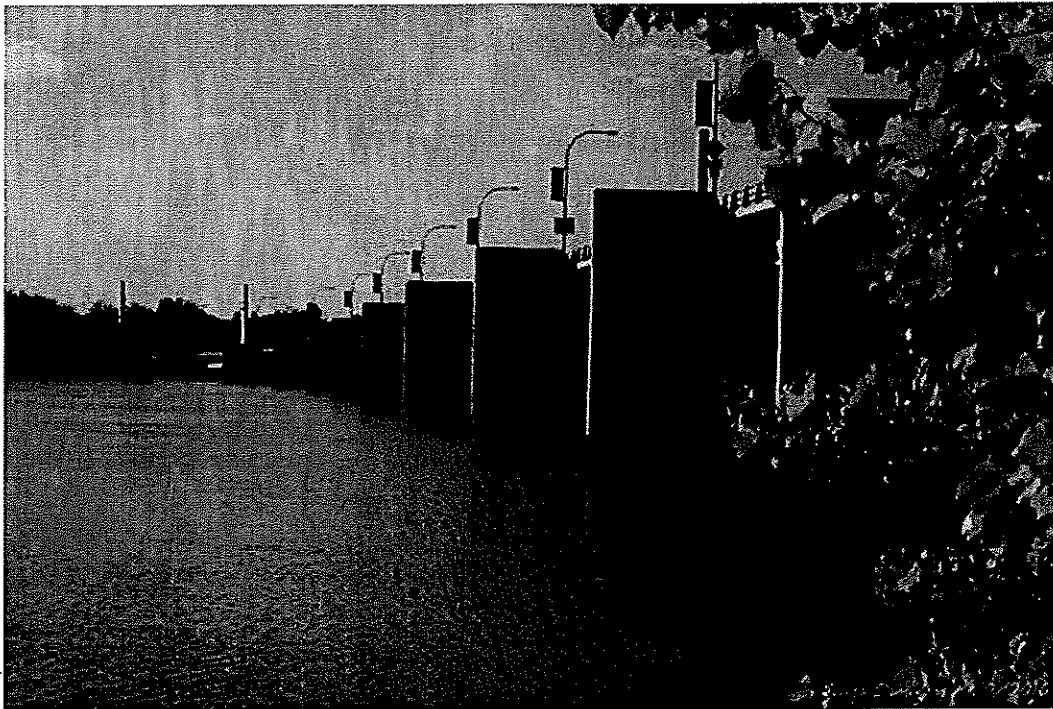
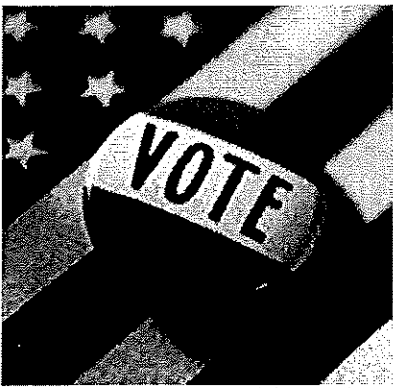


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Introduction

An **elected official** in simple terms is a person that is an official by virtue of an election. In broader terms, it is much more than that. An elected official is someone that is elected by his or her community to represent and serve in the best interest of that community. Whether you are



elected as the mayor or as an alderperson, each elected official works for their constituents and acts as a representative on their behalf. This packet is intended to be a guide for those interested in running for local office in De Pere but may lack information on how to get started.

Running for any elected office is a time consuming and complicated endeavor. This packet will simplify the process of running for the offices of mayor and alderperson by breaking down the steps and requirements of each position, including legal requirements, responsibilities of each office, and campaign rules and regulations.

Why YOU should run for local office

Most people are intimidated by the thought of running for elected office. They wonder if they could actually make a difference in their community or are overwhelmed by the prospect and complexity of campaigning. Indeed running for office is challenging but serving your community brings about great rewards. You will be helping and bettering your community that

you reside in. You can take pride in knowing that you helped your neighborhood with that new policy you enacted, or were the key vote in getting that new development built. There is no greater feeling than helping and serving others and this is what running for local office can give you.

Often times people sit on the sidelines and point out things wrong with their government or wait around and hope for the perfect candidate to be elected and solve everyone's problems. Most people look to others to do these things. Don't just sit there and wait for others to make the changes you want to see in your community. YOU can run for office and be the change for your community.

Breakdown of elected officials

There are a few types of elected officials in local government. For the sake of this guide, we will focus on two different types of non-partisan elected officials in the city of De Pere:

- Mayor
- Alderperson

The **mayor** is essentially the chief executive officer (CEO) of the City of De Pere and is elected to a 2 year term. The office of mayor is a part-time non-partisan position and responsibilities include:

- Sitting as the presiding officer at Common Council meetings
- Ensure that state laws and city ordinances are observed and enforced and city employees and officers discharge their duties

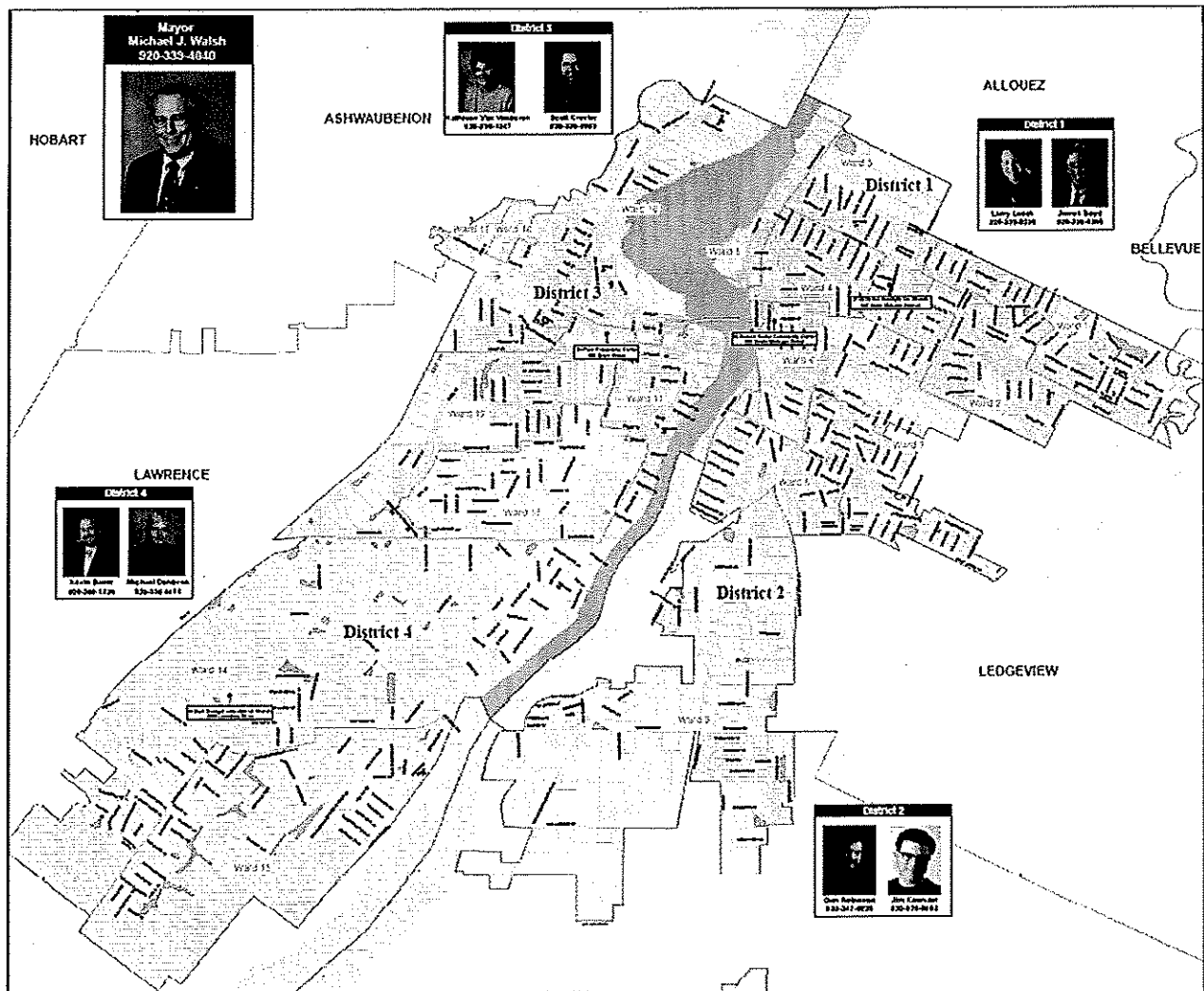
- Serves as the Chairperson of the Finance/Personnel Committee as well as the Board of Public Works and the Plan Commission.
- Signing legal documents
- Appoints alderpersons and citizens to committees and boards

An **alderperson** is an elected official that is a member of a municipal legislative body, such as a city council or common council. Two alderpersons from each aldermanic district are elected on a nonpartisan basis for 2 year staggered terms. The position of alderperson is a part-time position. Responsibilities for alderpersons include:

- Attending and participating in Common Council meetings held on the 1st and 3rd Tuesday of every month.
- Work with the mayor and fellow alderpersons to represent constituents and adopt policies to provide services, and establish programs that meet the needs of their represented districts and community as a whole.

In addition to Common Council meetings, alderpersons are appointed by the mayor to serve on one or more the city's boards, commissions, and committees.

The Common Council consists of 8 alderpersons or 2 from each district of the city of De Pere.



The current members of the De Pere Common Council are:

1st District: Larry Lueck

James Boyd

2nd District: Daniel Robinson

James Kneiszel

3rd District: Kathleen Van Vonderen **4th District:** Michael Donovan

Scott Crevier

Kevin Bauer

The Council takes up various issues having to do with the city, such as enacting city ordinances, passing new policies, and doing the business of the city. Council members meet in smaller committees as appointed by the mayor to deal with these issues. They then come together at Council meetings to share the results of these committees.

How do I decide if this is right for me?

Now that you have the information on the positions of mayor and alderperson, how do you decide if serving as an elected official is right for you? How do you decide if you are ready to make a commitment to your community?

Serving as either an alderperson or even the mayor requires a time commitment that may affect other commitments in your life.

To get an inside perspective on what it is like to be an alderperson and mayor, we have included comments from Alderperson Dan Robinson and Mayor Mike Walsh to get their perspective on their jobs:

What is it like being an alderperson/ the mayor in De Pere?

Dan Robinson: Being an alderperson has been a privilege, a challenge, and has been an enjoyable experience. It is a privilege because you get to help with issues that are important to people. It is a challenge because often times, issues are not really clear cut, such as controversial things with many opinions. It is enjoyable because you get to work with a variety of people in the community.

Mayor Walsh: It is a privilege to serve the community. I have been able to do so many things that I never would have been able to do, if I hadn't become the Mayor. By serving as the Mayor for nine terms, I'm able to give back to the community. It is also one of the first jobs I've had where I've enjoyed going to work.

How did you decide to run for office?

Dan Robinson: I was motivated to serve the community of De Pere and to strengthen my connection to the community.

Mayor Walsh: I had thought about eventually running for alderperson, but had never even considered running for Mayor. Many people whom I respected encouraged me to run and after discussing it with my family, I decided to do it.

Could you explain the time commitment for your position in regards to social, family, and work life?

Dan Robinson: Serving as an alderperson hasn't had that much of an impact on social life, but it can affect family life. I average 1 to 2 meetings a week along with Common Council meetings twice a month. I once missed my wife's birthday because it fell on a council meeting, but those things sometimes happen. Outside of meetings, I spend time responding to and pursuing community issues. In terms of work commitments, it really depends on your job. Flexible jobs help if you have a conflict with an alderperson duty during the day, but that doesn't happen often. The time commitment really varies on whether to spend a lot of time on aldermanic duties outside of meetings. The amount of time you spend on these duties will influence how much of a time commitment this position is.

Mayor Walsh: Serving as the Mayor does impact social life to an extent. I attend many meetings and official social functions as the Mayor. In the beginning, and even now, there is a lot of time spent learning and doing the job. Now that I'm retired I have more time to devote to mayoral duties. If you are working full time as well as serving as the Mayor, the time commitment is substantial. I used to take days off from my regular job so I could make some of the mayoral commitments. I waited until my children were out of high school before I ran, so I'd have more time to devote to both my job at the time and Mayor's position.

What was campaigning like?

Dan Robinson: Campaigning was enjoyable and time consuming. It is draining and a lot of work, but it has paid off. I have been elected four times and had an opponent twice. The successful campaigns go door to door. People respond well to this, as a majority of folks are friendly and positive about it. I also used Facebook, blogs, Twitter, mailings, brochures, yard signs, and email lists as well as enlisting the help of volunteers. This is why we have campaigns, to get out in the community. I capped my money at \$1000 for my first campaign, which gave me enough money for flyers and mailings. The second time I had an opponent, I received between \$200-250 and didn't do a mailing, but I still won.

Mayor Walsh: Campaigning can be stressful when you are opposed. You always have to be on top of your game because people are always bringing up different issues. On the flipside, you get to go door to door within the community and talk to people to see what their concerns are. There is nothing like being able to meet so many people in such a short period of time. I used signs, radio ads, mailings, and billboards. Fundraising is an integral part of campaigning because you have to have it in order to pay for the advertising needed to get yourself elected. I used a campaign committee the three times I was opposed, which consisted of friends and family.

What has been the highlight of your service so far?

Dan Robinson: The biggest highlight for me is when people thank me for communicating with them. I like changing people's perceptions on what it means to be an elected official and making people feel like the person serving is responsive and doing it as a service.

Mayor Walsh: There are so many highlights but probably the biggest one for me so far is the building of the Claude Allouez Bridge, seeing it through from start to finish. It is something that will affect the De Pere community for generations to come.

How do I run for elected office?

If you have decided to run for mayor or alderman for the City of De Pere, there are certain requirements that need to be met before you can actively start campaigning.

The minimum legal requirements for holding an office are:

- United States Citizenship
- At least 18 years of age
- Satisfy residential requirement for specific office
- May not have been convicted of a felony in any court in the United States unless pardoned of the conviction

Running for city mayor requires that you live within the City of De Pere boundaries and running for alderperson requires that you live in the district in which you are running. One must also receive a number of signatures from the community in order to run for mayor or alderperson:

- Mayor: 200-400 from residents within the City
- Alderperson: 20-40 from residents within the district

If you fulfill these requirements, then the necessary paperwork must be filed to get on the ballot for either mayor or alderperson and register your campaign.

The first form you must fill is out is **GAB-162 Declaration of Candidacy**

FOR OFFICE USE ONLY

DECLARATION OF CANDIDACY

(See instructions for preparation on back)

Is this an amendment? ☐ Yes ☐ No

I, _____, being duly sworn, state that
(Candidate's name)

I am a candidate for the office of _____
(Official name of office - Include district, branch or seat number)

representing _____
(Name of political party or statement of principle - five words or less)

and I meet or will meet at the time I assume office the applicable age, citizenship, residency and voting qualification requirements, if any, prescribed by the constitutions and laws of the United States and the State of Wisconsin, and that I will otherwise qualify for office, if nominated and elected.

I have not been convicted of a felony in any court within the United States for which I have not been pardoned.¹

My present municipality of residence for voting purposes is:

(Candidate's address for voting purposes - Include the number, street, and municipality where the candidate resides.)

My name as I wish it to appear on the official ballot is as follows:

(Any combination of first name, middle name or initials with surname. A nickname may replace a legal name.)

(Signature of candidate)

STATE OF WISCONSIN)
County of _____) ss.
(County of notarization)

Subscribed and sworn to before me this _____ day of _____.

(Signature of person authorized to administer oaths)

NOTARY SEAL
NOT REQUIRED

My commission expires _____ or ☐ permanent.

☐ Notary Public or _____
(Official title if not a notary)

GAB-162 (Rev. 7/2009) The information on this form is required by §8.21, Stats., Art. XIII, Sec. 3, Wis. Const., and must be filed with the filing officer in order to have a candidate's name placed on the ballot. §§8.05 (1)(j), 8.10 (5), 8.15 (4)(b), 8.17 (2), 8.20 (6), 120.06 (6)(b), Wis. Stats.

This form is prescribed by the GOVERNMENT ACCOUNTABILITY BOARD, 212 East Washington Avenue, 3rd Floor, P.O. Box 7984, Madison, WI 53707-7984
608-266-8005, <http://gab.wi.gov> Email: gab@wi.gov

¹ A 1996 constitutional amendment bars any candidate convicted of a misdemeanor which violates the public trust from running for or holding a public office. However, the legislature has not defined which misdemeanors violate the public trust. A candidate convicted of any misdemeanor is not barred from running for or holding a public office until the legislature defines which misdemeanors apply.

Filling out this form successfully will place your name on the ballot for the upcoming election.

GAB-162 may be filed to the City Clerk at any time but no later than **5:00 p.m. on Wed,**

January 2, 2013.

The next form is the **GAB-169 Nomination Papers for Nonpartisan Office**

NOMINATION PAPER FOR NONPARTISAN OFFICE					
Candidate's name, no titles may be used			Street, fire, or rural route number; box number (if rural route), and name of street or road		
Name of municipality for voting purposes ☐ Town ☐ Village ☐ City	Name of municipality for mailing purposes	State WI	zip code	Type of election ☐ spring ☐ special	Election date
Title of office		☐ Branch ☐ District ☐ Seat		Name of jurisdiction or district in which candidate seeks office	
I, the undersigned, request that the candidate, whose name and address are listed above, be placed on the ballot at the election described above as a candidate so that voters will have the opportunity to vote for ☐ him or ☐ her for the office listed above. I am eligible to vote in the jurisdiction or district in which the candidate named above seeks office. I have not signed the nomination paper of any other candidate for the same office at this election.					
THE MUNICIPALITY USED FOR MAILING PURPOSES, WHEN DIFFERENT THAN MUNICIPALITY OF RESIDENCE, IS NOT SUFFICIENT. THE NAME OF THE MUNICIPALITY OF RESIDENCE MUST ALWAYS BE LISTED.					
SIGNATURES OF ELECTORS	STREET & NUMBER OR RURAL ROUTE Rural address must also include box or fire no.		MUNICIPALITY OF RESIDENCE Indicate Town, Village, or City		DATE OF SIGNING
1.			☐ Town ☐ Village ☐ City		
2.			☐ Town ☐ Village ☐ City		
3.			☐ Town ☐ Village ☐ City		
4.			☐ Town ☐ Village ☐ City		
5.			☐ Town ☐ Village ☐ City		
6.			☐ Town ☐ Village ☐ City		
7.			☐ Town ☐ Village ☐ City		
8.			☐ Town ☐ Village ☐ City		
9.			☐ Town ☐ Village ☐ City		
10.			☐ Town ☐ Village ☐ City		
CERTIFICATION OF CIRCULATOR					
I, _____, certify: (Name of circulator)					
I reside at _____ (Circulator's residence - include number, street, and municipality.)					
I personally circulated this nomination paper and personally obtained each of the signatures on this paper. I know that the signers are electors of the jurisdiction or district the candidate seeks to represent. I know that each person signed the paper with full knowledge of its content on the date indicated opposite his or her name. I know their respective residences given. I intend to support this candidate. I am aware that falsifying this certification is punishable under §12.13(3)(a), Wis. Stats.					
(Date)			(Signature of circulator)		
GAB-169 (Rev. 04/2009) The information on this form is required by §§8.10, 8.15, 8.50, 120.06, Wis. Stats. This form is prescribed by: Government Accountability Board 212 East Washington Avenue, 3rd Floor P.O. Box 7984 Madison, WI 53707-7984 608 266-8005. http://gab.wi.gov Email: gab@wi.gov					
					Page No.

Wednesday, January 3, 2013.

GAB-1 (Rev. 12/2009) THIS FORM IS PRESCRIBED BY: WISCONSIN GOVERNMENT ACCOUNTABILITY BOARD
212 East Washington Avenue, 3rd Floor, P.O. Box 7984, Madison, WI 53707-7984
608-266-8005 <http://gab.wi.gov> Email: gab@wi.gov

3. COMMITTEE TREASURER (Campaign finance correspondence is mailed to this address.)

Treasurer's Name	Telephone Number (residence)
Address (number and street)	Telephone Number (employment)
City, State and Zip Code	Treasurer Email Address

4. PRINCIPAL OFFICERS OF COMMITTEE AND OTHER CUSTODIANS OF BOOKS AND ACCOUNTS

Attach additional listing if necessary. Indicate which officers or committee members are authorized to fill a vacancy in nomination due to death of candidate by an asterisk(*). This provision only applies to independent and local nonpartisan candidates. s.8.35, Stats.

NAME	MAILING ADDRESS	Email Address	Phone #	POSITION

5. DEPOSITORY INFORMATION

Name of Financial Institution	Account Number (Attach list of any additional accounts and deposit boxes, location, type and number, i.e., savings, checking, money market, etc.)
Address (number and street)	City, State and Zip Code

CERTIFICATION**TREASURER**

I, _____ (print full name) certify the information in this statement is true, correct and complete.

Signature _____, Treasurer Date _____

CANDIDATE

I, _____ (print full name) certify the information in this statement is true, correct and complete, and that this is the only committee authorized to act on my behalf.

Signature _____, Candidate Date _____

+++ EXEMPTION FROM FILING CAMPAIGN FINANCE REPORTS §11.05(2r), Wis. Stats. +++

You may be eligible for an exemption from filing campaign finance reports. Consult the Campaign Finance Instruction and Bookkeeping Manual to determine if the registrant qualifies for exemption.

☐ This registrant is eligible for exemption. This registrant will not accept contributions, make disbursements or incur obligations in an aggregate amount of more than \$1,000 in a calendar year or accept any contribution or cumulative contributions of more than \$100 from a single source during the calendar year, except contributions by a candidate to his or her campaign of \$1,000 or less in a calendar year.

☐ This registrant is no longer eligible to claim exemption.

Signature of Candidate or Treasurer

Date

THE INFORMATION ON THIS FORM IS REQUIRED BY §§9.10(2)(d), 11.05, 11.06(7), WIS. STATS. FAILURE TO PROVIDE THE INFORMATION MAY SUBJECT YOU TO THE PENALTIES OF §§8.30(2), 11.60, 11.61, 11.66, WIS. STATS.

This form will register your campaign for the election and any committees that you will be on or using during campaigning, such as a Political Action Committee (PAC) (if applicable) and a candidate's personal or support campaign committee. Changes must be made within 10 days of filing and this form must be filed to be on the ballot. It may be filed with the City Clerk at any

time a person forms the intent to be a candidate, but **no later than 5 p.m. on Wednesday, January 2, 2013.**

All of these forms can be found on the Wisconsin Government Accountability Board website at <http://gab.wi.gov>.

How do I run a Campaign?

In order to be elected, you have to run a successful campaign. You must be visible to your constituents and make a strong effort to communicate your platform to them, whether that means direct voter contact (face to face, mailings), in speeches, through volunteers, or through social media such as Facebook and Twitter.

A successful campaign requires hours of hard work and effort on the part of you and your volunteers and staff. You will have to raise money to finance your campaign and maybe even use some of your own, but don't let a lack of money sway you from running a good campaign. Unlike statewide and national elections, you don't need a massive amount of money to successfully win a local election.

Campaigns can be run with the help of a committee. You can enlist the help of family, friends, and volunteers to help organize and run your campaign.

Campaign Finances

There are a few things about campaign finances that need to be considered to make sure you do not violate Wisconsin statutes. Campaigns must file a Campaign Finance Report (EB-2) to

report all recorded financial transactions and expenditures of \$1000 dollars or more during an election cycle. It is a ten-page form available upon request by the City Clerk. However if you meet certain requirements, you will be exempt from filing a Campaign Finance Report per Wisconsin State Statutes Chapter 11:

1. If the candidate anticipates that he/she will not accept contributions, disbursements, or incur loans and other obligations in an aggregate amount exceeding \$1,000 in a calendar year
2. The candidate anticipates that he or she will not accept more than \$100 in contributions or cumulative contributions from a single source in a calendar year
3. The candidate or treasurer must sign and date the request for exemption on the Campaign Registration Statement GAB-1.

This limit on funds does not apply to contributions from a candidate's personal funds for his/her campaign if the total of the contributions total \$1,000 or less in a calendar year. In addition, a candidate that is exempt from filing a campaign finance report can use his/her own personal funds as a campaign depository. If it is decided later by the candidate that he/she wants to exceed to the \$1,000 limit on contributions and disbursements, or to raise more than \$100 dollars from a single source for the calendar year, the candidate must immediately amend their Campaign Registration Statement GAB-1. If a candidate is exempt from filing EB-2, he/she must still keep financial records to meet the requirements for campaign finance law.

Disclaimers

Every political communication that is paid for by political funds must have a disclaimer. This disclaimer identifies the source of the funds paying for the communication. Types of communication include but are not limited to: billboards, television/radio advertisements, t-shirts, bumper

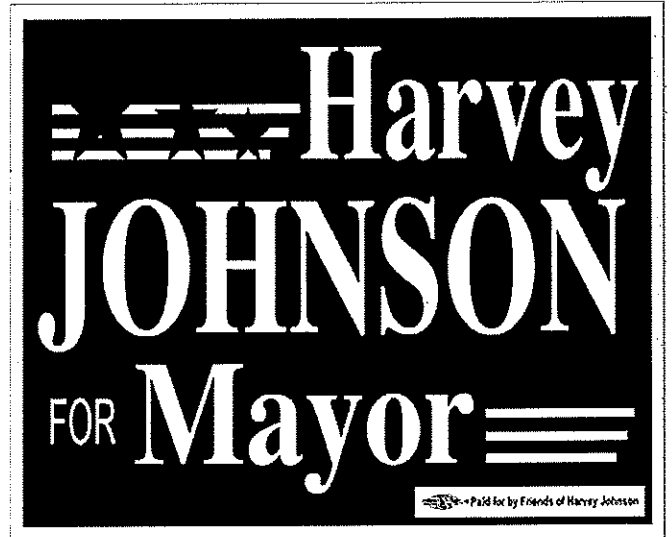
stickers, yard signs, printed advertisements, sample ballots, and flyers. Disclaimers must be present on each page of political communication, including letters and letter enclosures.

Disclaimers for each piece of communication must have the words “Paid for by”, followed by the name of the group and/or committee paying for the communication. The name of the treasurer or agent handling finances must be on the disclaimer as well.

There are certain instances when a disclaimer is not needed:

- Nomination papers
- A single personal item that is not reproduced or manufactured by equipment or machine
- Personal correspondence not created by equipment or machine for distribution
- Any items that are too small to have a disclaimer reasonably printed, such as buttons, pens, pins, balloons, and other small items.
- Envelopes that have campaign committee information.

There are a few proper ways to write a disclaimer depending who or what paid for the communication:



- If the communication is paid for by the candidate or other individual, the disclaimer must be: **“Paid for by John Adams”**
- If the communication is paid for by the candidate’s campaign committee or by a political committee, the disclaimer must read **“Paid for by Friends of John Adams for Alderman, Steve Johnson, Treasurer”** or **“Paid for by Restore America, Steve Johnson, Treasurer.”**
- If the communication is paid for by an independent party, whether that party is supporting or opposing a candidate, the disclaimer must read **“Paid for by Restore America, Steve Johnson, Treasurer. Not authorized by any candidate or candidate’s agent or committee**

You can refer to the Wisconsin State Statutes Chapter 11 Section 30 (11.30) for more specific information on the topic of disclaimers.

Signage Restrictions

The City of De Pere has numerous ordinances regarding political yard signs that must be followed:

- There is no start date to when you can place yard signs
- Yard signs must be taken down within 3 days following the general election
- Max Size for Residential Area: 11 sq. ft. Billboards are excluded
- Max Size for Non-Residential Area: 16 sq. ft.
- Signs must not be located on city owned property or placed in public right-of-way

In addition, candidates are prohibited from electioneering on public property within 100 feet of the entrance to the building with a polling place. You can, however, electioneer on private property within 100 feet of the entrance to the polling place. Also, State Statute 12.04 (2) states that a person can place a sign containing a political message on residential property owned or occupied by that person during an election campaign.

De Pere City Information and Structure

MAYOR

Michael Walsh

CITY ADMINISTRATOR

Lawrence Delo

COUNCIL MEMBERS

District 1: Larry Lueck

James Boyd

District 2: Dan Robinson

James Kneiszel

District 3: Kathleen Van Vonderen

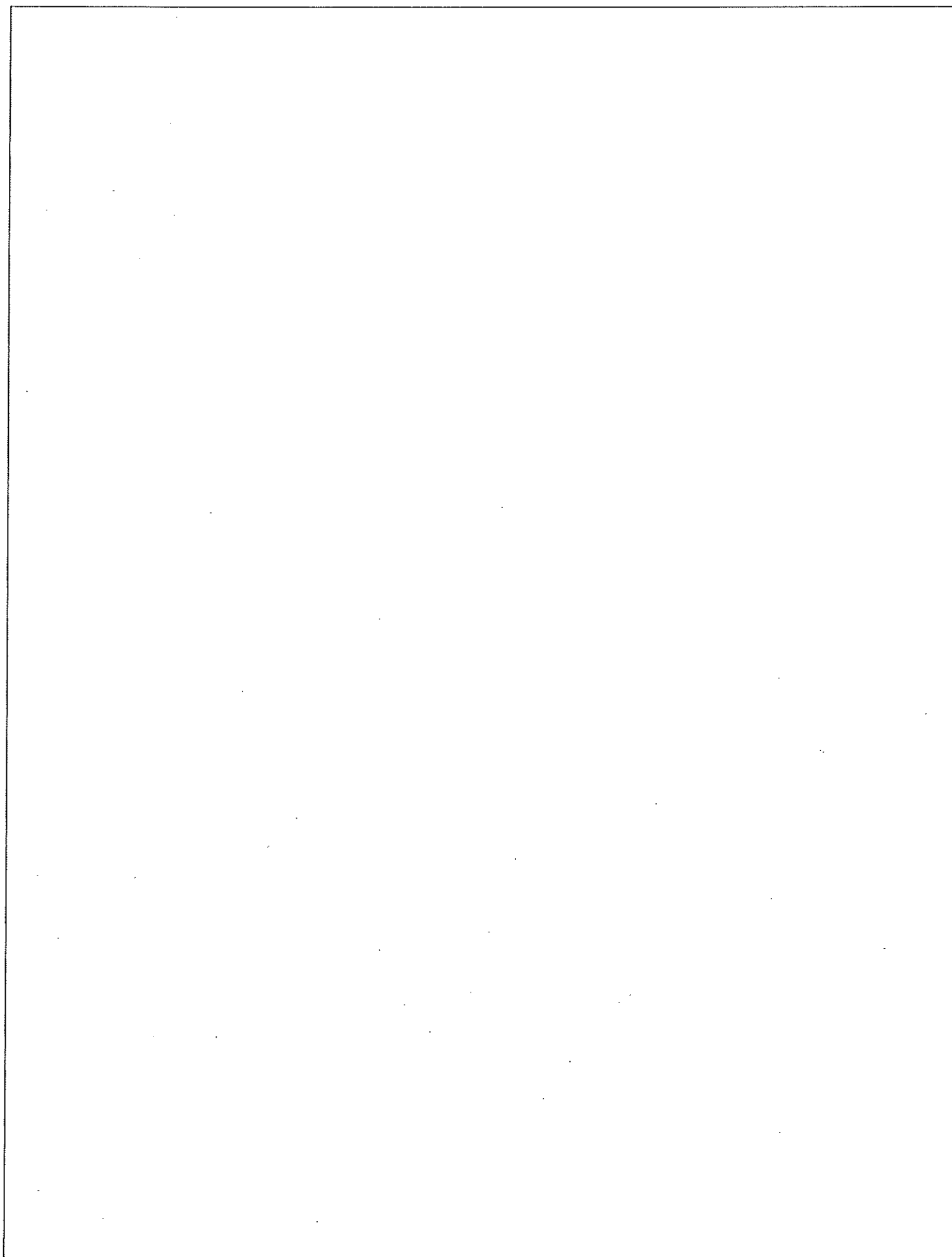
Scott Crevier

District 4: Michael Donovan

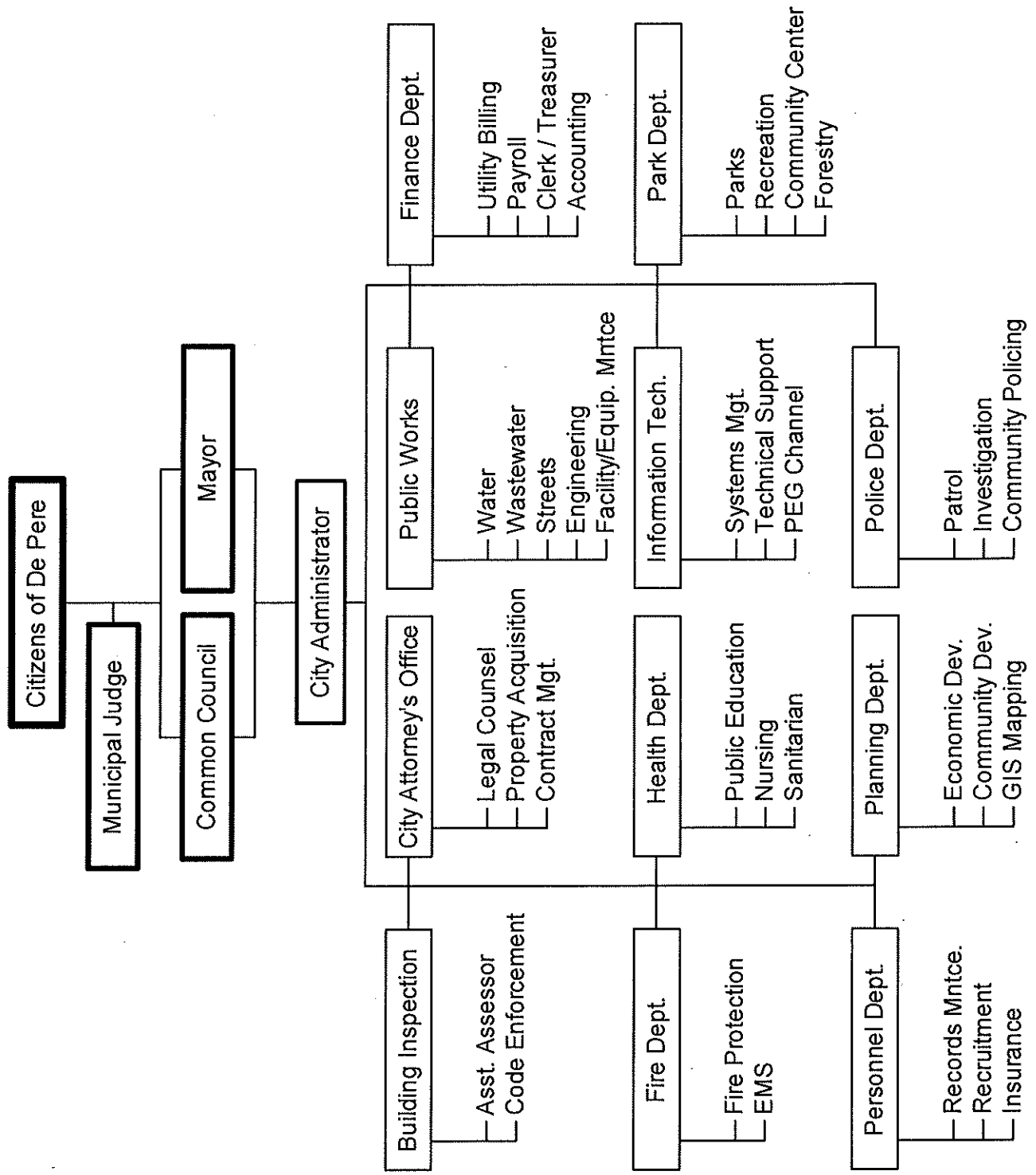
Kevin Bauer

DEPARTMENT HEADS

City Attorney	Judith Schmidt-Lehman
Building Inspector	Dave Hongisto
Finance Director	Joseph G. Zegers
Fire Chief	Robert Kiser
Health Director	Mary Dorn
Human Resources Director	Shannon Metzler
Director of Parks, Recreation, and Forestry	Marty Kosobucki
Planning and Economic Development Director	Ken Pabich
Public Works Director	Scott Thoresen
Police Chief	Derek Beiderwieden



City of De Pere Organization Chart





**De Pere Fire Rescue
Briefing Report
August 20, 2012**

AMBULANCE STAFFING

TWO OR THREE PERSONNEL

EMS is a service-oriented business. Time is a factor in heart muscle damage, stroke, airway obstruction, respiratory distress, or pulseless non-breather. Effective advanced life support provided by a sufficient amount of trained personnel is the key to our system.

Emergency Medical Services is about getting the necessary care to the stricken individual in a timely fashion. That timely fashion determines the quality of life the patient will experience after their medical crisis. Never will this service be just about the end result. From call time, to scene care, to transport, to delivery at the medical facility, this is all encompassing. Miss one step and the patient quality of life may suffer.

AMBULANCE STAFFING --- State Minimum

In 1973, 39 years ago the State of Wisconsin introduced the concept of two EMT's as a minimum standard for an Ambulance crew staffing. This minimum was designed for the small rural ambulances to stay in business.

Today the minimum requirement remains basically unchanged. Two or three personnel on an ambulance matters to quality patient care delivery. The paramedic crew has more duties and responsibilities than in the past. Be it two or three personnel the work load for the incident and during transport does not change.

Remember this department is an Advanced Life Support System (Emergency room on wheels) not a Basic Life Support transporting ambulance.

EMS Response -- How the current De Pere system works:

- 1) Single Ambulance response - All standard medical dispatches up to and including response of unconscious and breathing. (70% of EMS call volume)
- 2) Dual Ambulance Responses (25%) - response for the following emergency medical incidents:
 - a) Unconscious and in respiratory or cardiac arrest.
 - b) Shootings or stabbings.
 - c) Births (Where delivery is imminent or has already taken place).
 - d) Motor vehicle incidents. (Vehicle/vehicle, vehicle/bike, vehicle/pedestrian, etc.)
- 3) Mutual aid calls (5%) -- A paramedic unit will be dispatched in according to the request. When vehicles are out of station and crews are split, all vehicles should respond to a common location in order to switch staff. Keep in mind; vehicles left closer to stations are more easily recovered. The same goes for Ambulance calls to Ledgeview or Lawrence.

- 4) Transport - When necessary, both AMBULANCES may have to respond in order to get two paramedics on the scene. Paramedics will transport for Advanced Life Support calls or return to quarters for Basic Life Support calls.
- 5) Hostage/SWAT Incident - One AMBULANCE will respond for hostage calls. A second AMBULANCE will respond if police officers may be in danger or SWAT is requested. The first AMBULANCE will be assigned for civilian care; the second AMBULANCE will be assigned to police support. Additional details for use of personnel and staging will be worked out with the police. Call standby's as necessary. An Engine company may be assigned as situation warrants. An Engine company will be sent to assist with scene security and incident safety.
- 6) EMS Staff management - Once a determination is made that a call within the city requires only basic life support services and where the condition exists to keep paramedics available, EMT's will handle the transport to the hospital. Should the other AMBULANCE already have two paramedics available for any additional calls, no movement of personnel is necessary.
- 7) Field Supervision - In critical issues such as Hostage/SWAT Incidents, fatal injuries or the like, a fire department line officer shall report to the scene to supervise EMS Staff and coordinate with other emergency services.
- 8) Cancellation of an EMS response - Law enforcement may cancel calls from scene. When there is a question as to who is attempting to cancel the call, a responding unit will continue to the scene and verify the request.
- 9) First Responders - Staffed stations with no ambulance in quarters. Closest station personnel shall respond to medical incidents with the engine as first responders in most cases. This shall be conducted for calls in the City where the patient is not in the care of trained caregivers. Cases where first response is not necessary are clinics, nursing homes and hospice facilities. Engines will not respond to medical incidents as first responders into the townships. Exception: D David (E Edward) pro QA dispatch will require the closest engine to respond for staffing assistance at the scene.
- 10) All transports will be conducted with three certified personnel. Two personnel will be in the patient area during transport.
- 11) Third Ambulance - When staffing permits (3 personnel), the third ambulance shall respond to incidents.
 - a. As the closest unit.
 - b. As the second unit in an auto accident response.
 - c. When two department ambulances are committed to calls.
 - d. The third unit is not required to be a paramedic unit and can respond with 3 EMT Personnel.
 - e. Response from two stations may be needed to obtain a crew.

Quality:

Quality: The level of care delivered immediately on arrival and during transport.

Reducing staff on the ambulance will reduce the quality of care through limited staffing or delayed care. When reducing staffing a viable alternative must be offered to maintain or improve the current quality of care.

The quality of care provided by three personnel on the vehicle is both a risk management and a personnel safety issue. When the responder is safe, they can focus on care, and in turn improving quality. For example:

Three personnel on the vehicle is a personnel safety issue. Three personnel can do more scene care and be physically safer than two for the following reasons:

THREE PERSONNEL: Lifting the cot, two personnel committed to lifting while one handles the EMS equipment and or directs the lift.

TWO PERSONNEL: Two personnel conducting the lift of the cot while balancing equipment and the patient leading to improper lifting increasing the possibility of back strain or injury.

THREE PERSONNEL: Carrying the cot down a flight of stairs allows two personnel to move the patient down the stairs with the third personnel guiding the person descending the stairway backward. The third person can carry EMS equipment during the patient move.

TWO PERSONNEL: Carrying the cot down a flight of stairs requires the person going down the stairs backwards with no support, increasing the chances for a fall. Also, this requires the personnel to delay movement of the patient to the ambulance, as EMS equipment (oxygen Monitor ect) must be recovered prior to the move to the ambulance.

THREE PERSONNEL: Patient roll to long board, one person alongside torso of patient and one person alongside the legs. Patient is rolled with good body mechanics while the third person slides the board into place.

TWO PERSONNEL: One person alongside torso of patient and one person alongside the legs. Personnel then must reach out to the long board while supporting patient and slide board in place. Personnel conduct this procedure with poor body mechanics. Normal procedure requires the personnel to stretch for the board while off balance.

THREE PERSONNEL: Each personnel carries in Advance Life Support equipment:

1. Heart Monitor
2. Suction Unit
3. Airway Bag
4. First responder bag (BP CUFF stethoscope oxygen, bandages and etc.)
5. Advance Life Support Bag (Advance airway care equipment, medications, IV equipment etc.)
6. Radios
7. Cot

TWO PERSONNEL: Same equipment needs to be carried into the incident causing overloading of the personnel or multiple trips to the vehicle or cot.

Note: each personnel carry a select amount of equipment and not overloading the personnel or requiring the personnel to make more trips for equipment.

Streamlined incident management as the three members have assigned tasks allowing them to utilize the time on scene to an efficient quality experience.

The City of De Pere has run a three-person ambulance due to efficiency and cost savings. With the three-person ambulance response, the crew has no or limited fire department or first responder support. At minimum staffing the stations have 3 members for an ambulance or a fire truck response, not both. The three members work as a team with divided duties and responsibilities to increase efficiency and reduce incident time.

De Pere has on scene two Paramedics treating the patient as the third shuttles equipment. Two paramedics conduct advance life support, cardiac monitoring, IV administration, medication administration; all conducted as the third member moves equipment in and out of the scene, thus reducing scene time. In critical care situations the quality scene care converts into a better patient outcome.

During transport De Pere has two personnel in the patient area of the ambulance during transportation. One paramedic has patient care as the other gains patient information, then contacts the hospital and provides report. The hospital must be notified and updated prior to ambulance arrival. One paramedic in back requires a paramedic to multitask splitting time between patient care and hospital notification. It can be done, but it does reduce the quality of care. Second set of vitals may not be obtained; additional patient information may not be gathered. By having two personnel in the back, no time is the patient left one on one. This reduces the liability of inappropriate patient care.

QUALITY - EMS ROLES DEFINED:

The department has identified the minimum three (3) roles and responsibilities that personnel carry out at the EMS. These 3 personnel arrive on one ambulance listed as (1, 2, 3). Below are the roles and responsibilities of the three (3) personnel at the EMS scene:

3 member crew

PARAMEDIC 1- CREW CHIEF PCC (1)

- Coordinate that personnel are assigned per incident response.
- Assume command and control of incident**
- Airway management and care
- Obtain reason for call, signs and symptoms, patient information, history, document data
- Provide direct contact with physician medical control and receiving hospital
 - Provide patient status report
 - Request and receive medical orders
 - Monitor radio communications
 - Works with Patient Family Members on patient status

EMT DRIVER D/O (2)

- Operate Ambulance.**
- Coordinate **scene equipment.**
- Assist** in medical care (CPR, IV Setup, splinting, preparing intubation equipment ect)
- Scene support operations.**
 - Ready cot, stair chair, longboard ect.
 - Monitor radio communications

PARAMEDIC 2 PCC (3)

- Provide Constant Care.**
- Establish vital signs (Pulse, respirations, BP)
- Examine Patient**, signs & symptoms, connect monitor as needed
- Establish advance care as needed.**
 - Provide IV access
 - Drug administration as needed
 - Reassess patient condition
 - Update vital signs and evaluate patient condition during incident and transport

2 member crew

PARAMEDIC CREW CHIEF PCC (1)

- Assume command and control of incident
- Airway management and care
- Obtain reason for call, signs and symptoms, patient information, history, document data
- Provide direct contact with physician medical control and receiving hospital
 - Provide patient status report
 - Request and receive medical orders

Monitor radio communications

- Establish vital signs (Pulse, respirations, BP)
- Examine Patient**, signs & symptoms
- Establish advance care as needed.**
 - Provide IV access
 - Drug administration as needed
 - evaluate patient condition during incident and transport

PARAMEDIC DRIVER D/O (2)

- **Operate Ambulance.**
- **Second Paramedic for incident**
- Coordinate **scene equipment.**
- **Examine Patient, connect monitor as needed**
- **Assist** in medical care (CPR, IV Setup, splinting, preparing intubation equipment ect)
- **Scene support operations.**
 - Ready cot, stair chair, longboard ect.

Monitor radio communications

Works with Patient Family Members on patient status

Infrastructure: How do you do it?:

The question: Can the fire rescue department reduce the ambulance staffing response of three (3) personnel to two (2) personnel on the ambulance?

The fire rescue department has provided ambulance service in the City of De Pere since 1974. The Department is a State Licensed Advance Life Support – Two Paramedic Service. The Department's service was one of the First in the State to be licensed at the Paramedic level. The department staffs two vehicles with 3 EMS trained fire department personnel on each call.

The Infrastructure of the De Pere Ambulance system has developed over time to be a self-contained one response vehicle and crew to conduct most incidents.

Three personnel on the ambulance is the current form of service delivery for the City of De Pere. Three personnel can render effective quality care, lift, move, and transport patients as a unit with limited assistance. This team can conduct advance life support care in most cases without additional assistance. 64% of all runs transported were advance life support. And when you include no transports, 51% of all EMS incidents were advance life support.

Without a good Infrastructure, two (2) people will need to do the work of three (3) making the run time longer while increasing the chances of lifting injuries and care being reduced due to crews having to cut corners.

The question, which call requires two (2) or three (3) personnel? There are calls such as the type A and O dispatches (Low priority) that may be responded to by 2 personnel on the ambulance?

Selective staffing leads to confusion and conflict. Leaving the personnel to interpret if the call requires 2 or 3 personnel creates second guessing by on duty staffing and Monday morning quarterbacks and creates dissention among all involved.

2 personnel in the ambulance arrive at a call. Upon evaluation, the incident requires 3 personnel, the incident will require the response of two or more vehicles to the scene, and the efficiency will be reduced until the second vehicle arrives. The Infrastructure of the system has to be developed so this need is met when the response occurs.

OTHER FORMS OF SERVICE DELIVERY:

Other ambulance providers in the area respond with 2 members on the ambulance saving the cost of the third person. These communities have set up their Infrastructure for a multiple vehicle response program.

The City of Green Bay, City of Oshkosh, City of Kaukauna, Allouez and Gold Cross of the Fox Cities are examples of 2 member ambulance units.

The City of Green Bay changed to 2 paramedics on the ambulance from 3 member ambulances in 2006. The change caused the department to send an Engine company with four (4) personnel to most incidents. In critical cases, the engine company releases fire personnel to assist the ambulance crew with patient care and transportation to the hospital. The engine is placed out of service until the engine recovers its staff from the hospital.

Gold Cross of the Fox Cities runs multiple 2-member ambulance units throughout the Fox Valley area.

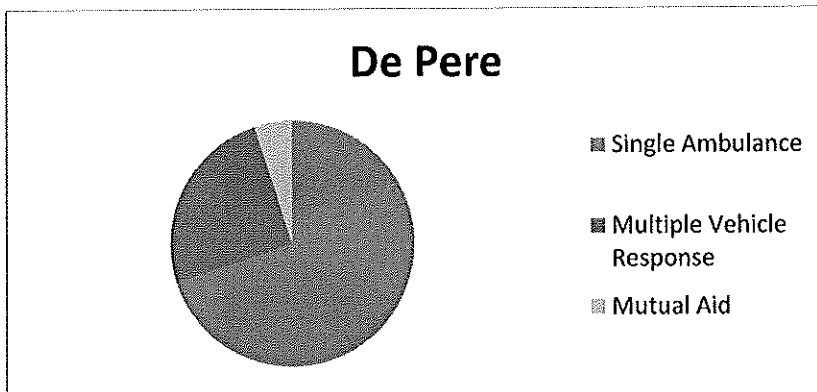
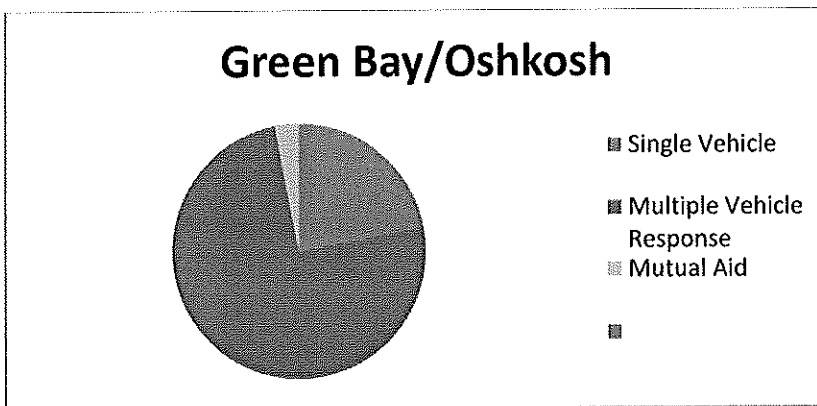
Appleton, Grand Chute, Town of Menasha, Neenah/ Menasha Fire Departments, all provide assistance to the private ambulance service. The fire departments routinely provide response to incidents along with firefighters driving the ambulance to the hospital. (The fire departments then have to find a way of picking up the firefighter at the hospital.) Please note, these fire departments

receive no compensation or revenues for this service. In other coverage areas, first responder services provide the assistance that city fire departments are doing. In other areas two ambulances are sent for serious calls. And, when necessary, two ambulances are sent to the same call.

De Pere handles over 70% of the ambulance responses with one vehicle and staff, when compared to Green Bay or Oshkosh Fire Departments, which send two vehicles (Ambulance and Engine Company) to nearly 75% of the Ambulance calls. De Pere has saved on maintenance of Engines and fuel cost for those vehicles.

Another type of 2 person Ambulances are Kaukauna and Allouez. They run two members on the Ambulance and two personnel on the Engine, a two-vehicle response. This requires a minimum of 4 personnel in the station. During the response, if the third person is needed the engine returns to the station with a driver. When Kaukauna responds outside the city they rely on the first responders to provide the third person for the ambulance. At the end of the run, someone must get that first responder back to their car.

Also, Manitowoc, West Bend and Racine are communities that run 3 trained personnel on an EMS unit for an incident much like De Pere.



RESEARCH/STATISTICS:

- Over one-third of total firefighter injuries and one-fourth of all fireground injuries were caused by "overexertion", typically involving the low back.
(Walton, SM. Am. J. Indust. Med., 2003)
(Firefighter Injuries for 2006, NFPA Journal, Nov./Dec. 2007)
- Low-back injuries accounted for 42% of all "overexertion" related injuries to firefighters.
(Cause, Type and Worker's Comp. Costs of Injury to Fire Fighters, AJIM, 2003)

- Low-back injuries are the number one "injury related" cause for early dismissal from the fire service, accounting for over 50% of all line-of-duty retirements. (Emergency Responder Injuries and Fatalities, Science and Technology Policy Institute, RAND Corporation, 2004)
- One in four EMS workers will suffer a career ending back injury within the first 4 years of service; the number one physical reason for leaving EMS. (mytactical.com, EMS Back Injury Facts, 2007)
- Almost one in two personnel (47%) has sustained a back injury while performing EMS duties. (National Association of Emergency Medical Technicians, 2005)
- Lifting caused just over 62% of back injuries for EMT's, and low back strain was the cause of 78% of the compensation days in a 3.5-year period. (Hogya, PT, Ellis L., University of Pittsburgh Affiliated Residency in Emergency Medicine, PA, 1990)
- Recommended staffing for a cardiac resuscitation; six (6). (American Heart Assoc. ACLS 2010)

The EMS and Fire Services have a high rate of back and shoulder injuries due to the lifting requirements of patients. Many of these injuries come from lack of staffing available during patient movement. Again, in De Pere with a three member response, when moving the patient and cot out of a building; two trained personnel lift the patient and cot, while one person guides the lifting crew, thus, reducing the chance of a fall or worse, dropping the patient and cot.

But, if a two person crew needs help lifting, they can call for help! Yes, and that will increase the time the ambulance is tied up on the call as the crew waits for the other vehicle and crew to arrive. And, another vehicle and crew is taken out of service to assist the first crew.

Have the police help you at the scene! Due to the increase call volume of the police, is not possible for the fire department to depend on police support on a continued basis. Currently 58% of the ambulance responses are conducted without police assistance. This statistic includes car accidents as the police are not at the scene to assist the ambulance, but to conduct their duties and investigation.

The police respond to less than 50% of the ambulance calls due to police call volume. Police officers are trained as first responders and receive limited training on patient movement. In cases of violence the police are committed to scene security and investigation, not patient care assistance.

WHAT IS NEEDED TO TRANSITION TO A 2 MEMBER AMBULANCE RESPONSE:

"For every action there is a reaction." This can be said about staffing changes for the ambulance in De Pere. It is not a simple process many things have to be taken into consideration and a support system needs to be in place to accommodate the changes:

1. IDENTIFY WHY THE CHANGE IS NECESSARY?
 - a. Can we increase quality
 - b. Can we arrive quicker
 - c. Will we be more effective
 - d. Is this about cost
2. BUILDING A FIRST RESPONDER, RESPONSE PROGRAM
 - a. 2 vehicle response program for all calls
or
 - b. Ambulance with first responders throughout the community

3. TRAIN ALL FULLTIME PERSONNEL TO THE PARAMEDIC LEVEL

- a. The department is a two paramedic system. All ambulance responses need to be covered with two paramedics. Department EMTs will be taken off the ambulance for the majority of the EMS Calls.

4. INCREASE FUEL BUDGET TO ACCOMMODATE MORE VEHICLES RESPONDING TO THE INCIDENTS THAT WERE HANDLED BY 1 VEHICLE.

- a. 51% of call volume is at the paramedic level requiring 3 personnel for care and transport. In these cases the department will respond with at least two vehicles to get the needed personnel to the scene. In a first responder program multiple vehicles will be sent to the scene and the first responder that is used for transport will need to get back to his/her vehicle.
- b. How do you define when a call requires two (2) or three (3) personnel? Is the dispatch information accurate? Are special hazards identified by the caller?
 - i. 2 personnel in the ambulance arrive at a call that requires 3 personnel, the incident will require the delayed response of the second vehicle to the scene, and the efficiency will be reduced until the second vehicle arrives.
- c. Along with increased fuel cost, increase maintenance issues may occur. All three engines in the department fleet exceed 10 years old. The more the vehicles are used the more wear and tear occurs and maintenance will increase. Engine and Ambulance replacement will need to be completed more frequently.

5. ANTICIPATE REDUCE REVENUES

If we commit two ambulances to the first response, (4 personnel) second calls may go unanswered if multiple vehicles are tied up at the first call. If we do not have the resources available to respond to the second call, we will miss the second call and revenues will be lost.

FINDINGS:

Thinking "outside the box" allows you to think differently about the way we look at things/procedures and not allow us to be limited by traditional solutions and procedures. Exploring the details of other options is a great idea, and the challenge is to review what is best for the community. This report does just that. The question of staffing is, "do we have two or three qualified personnel on an ambulance?" What level of quality is the community looking to obtain or maintain? Do the so called cost savings outweigh the risk to the patient and staff? Does what we do have value? We cannot talk about cost savings until we understand how the system works and why.

Change for the sake of change is not good for anyone. Sometimes we need to "think and stay inside the box". The system we build may have an intended purpose that provides guidance, paid off in quality, value and effectiveness. The De Pere system of three personnel on the ambulance is the most effective form of delivery for the City of De Pere. Three personnel can render effective quality care, lift, move, and transport patients as a unit with limited assistance. This team can conduct advance life support care in most cases without additional assistance at a low cost to the community. We run one vehicle, not two on most cases. We maintain direct patient care from arrival on scene to delivery at the emergency department. This department provides a high quality service with a great value. From call received, to scene care, to patient transport no matter the level of incident, we provide customer focus quality. A medic is at the patient's side from ambulance arrival to delivery at the emergency room. The current level of service should not be changed.

Memo

City of De Pere

To: Members of the Finance/Personnel Committee
From: Derek Beiderwieden, Police Chief
Shannon Metzler, Human Resources Director
RE: Consider Request to Fill Patrol Officer Position Vacancy
Date: September 6, 2012

Patrol Officer Anthony Edwards has submitted his resignation with the City effective June 22, 2012.

Shannon Metzler and Derek Beiderwieden have reviewed the vacancy and agree that the position needs to be filled. The department currently is authorized to have 18 officers in a patrol officer function, but due to budget decisions for 2012, one position was left unfilled, and now due to Anthony Edwards resigning the department is at 16 officers whose position and main function is road patrol. And, most likely, there will be another resignation in the near future causing additional hardship.

Clearly the needs and size of our community continues to grow. The department staffs patrol 24 hours a day, 365 days a year with a normal varying staffing requirement of between three and five officers per shift depending on historic call volume and other factors. Losing an officer (or more than one) affects the ability to meet needed staffing requirements without causing significant overtime or potentially comprising the public safety if left unstaffed. The selection, background investigation and medical/psychological screenings can take up to two months, and training of new officers takes about four more months before the new officer can work by him/herself. It is imperative to fill vacant positions when openings occur to reduce overtime and other costs.

(As a side note: Officer Edwards was the officer furloughed due to contractual language and bargaining unit member decisions and his furlough time equivalent would have ended November 19, 2012).

Based on the above, we recommend filling the vacancy on November 19, 2012, or earlier if another vacancy occurs, as a full-time patrol position and we request your approval to do so. We have a current eligibility list and will pursue a candidate from that list for the filling of this vacancy. We will start the initial process to be ready by November 19, 2012.

For your information, the Police and Fire Commission are charged with the confirmation of the selected candidate after recommendation(s) by the Chief.

If you have any questions prior to the meeting, please contact PD Chief Beiderwieden at 339-4075 or HR Director Metzler at 339-4045.