



Finance/Personnel Committee

Regular Meeting

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

Agenda

Tuesday, June 12, 2018

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **June 12, 2018** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115**.

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

Call to Order

1. Roll Call
2. Approval of the Minutes of the May 8, 2018, Regular Meeting of the Finance/Personnel Committee.
3. Public Comment and announcements.
4. Fire Department Overtime and LifeQuest Services Billing Reports for May, 2018.
5. Approval of Police Overtime for May 2018
6. Consider revised Emergency Medical Service Medical Director Agreement for Fire Department. *
7. Consider emergency repair to VFW Pool boiler*
8. Approval of \$715 donation from Nicolet Bank to Police Department*
9. Consider Videography Agreement between the City of De Pere and the Central Brown County Water Authority (CBCWA) for a historical documentary video created for the CBCWA.*
10. Request for Commercial Plan Review Delegation and Proposed Fee Schedule *
11. Sale and Purchase Agreement Terms with CMR, LLC for property located at 1512-1536 American Court (Parcel WD-1626) *
12. Consideration of Proposed Redevelopment of 428 N. Superior Street (Irwin School) and hiring Robert W. Baird & Co for consulting work on creating TID #14 for such redevelopment *
13. Approval of Preliminary 2018 Borrowing*
14. Future agenda items.
15. Update on the Status of Collective Bargaining with Police and Fire Unions
PLEASE TAKE NOTICE THAT, pursuant to Wis. Stats. §19.85(1)(g), the Committee may convene in closed session for the purpose of considering the status bargaining strategies for and the status of collective bargaining with the city's police and fire unions for successor collective bargaining agreements. The Committee may re-convene in open session to take action on any matters discussed in closed session or

for such other purposes as are allowed by law.

16. Adjournment

*Items with an asterisk require Common Council approval

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Cindy Leiterman

Mark Soderland

Anuj Rastogi

Lindsey Bovinet

Justin Fischer

Brian Ruechel

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: June 12, 2018

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Approval of the Minutes of the May 8, 2018, Regular Meeting of the Finance/Personnel Committee.

ATTACHMENTS:

- May 8,2018 DRAFT Minutes (PDF)



Finance/Personnel Committee

Regular Meeting

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

Draft Minutes

Tuesday, May 8, 2018

7:30 PM

De Pere City Hall Council Chambers

1. Call to Order. Mayor Walsh called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on Tuesday, May 8, 2018, at De Pere City Hall Council Chambers, 335 South Broadway Street, De Pere, Wisconsin 54115.

Attendee Name	Title	Status	Arrived
Scott Crevier	Aldersperson	Present	
Ryan Jennings	Aldersperson	Present	
Larry Lueck	Aldersperson	Present	
Casey Nelson	Aldersperson	Present	
Michael J. Walsh	Mayor	Present	

Also Present: City Administrator Lawrence Delo, City Attorney Judith Schmidt-Lehman, Human Resources Director Shannon Metzler, Finance Director Joe Zegers, Public Works Director Scott Thoresen, Fire Chief Alan Matzke, Police Captain Chad Opicka and Aldersperson Jonathan Hansen.

2. Election of Vice-Chair.

Aldersperson Crevier made a Motion to elect Aldersperson Lueck as Vice-Chair, seconded by Aldersperson Nelson.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Aldersperson
SECONDER:	Casey Nelson, Aldersperson
AYES:	Crevier, Jennings, Lueck, Nelson, Walsh

3. Approval of the Minutes of the April 10, 2018 Regular Meeting of the Finance/Personnel Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Aldersperson
SECONDER:	Ryan Jennings, Aldersperson
AYES:	Crevier, Jennings, Lueck, Nelson, Walsh

4. Public Comment and announcements.

None.

5. Approval of Police Overtime for April 2018.

Aldersperson Crevier inquired about overtime for active shooter training referenced in the Chief's memo. Captain Opicka explained that occasionally training is authorized outside of normal working hours. The Mayor added that the Chief's memo indicated 8 hours of overtime at St. Norbert College for active shooter training. Captain Opicka explained that the department did work with campus safety and some teaching students to provide ALICE training and that this training is currently in high demand.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Crevier, Jennings, Lueck, Nelson, Walsh

6. Fire Department Overtime and LifeQuest Services Billing Reports for April, 2018.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Casey Nelson, Alderperson
AYES:	Crevier, Jennings, Lueck, Nelson, Walsh

7. Consider donation from Verna Kuschel to the Fire Department.*

Alderperson Crevier inquired as to the planned use of the money to which Chief Matzke indicated there are no pressing projects currently pending. This donor had previously provided a donation for the UTV project, but that fundraising project is now concluded, so this second donation will go into a fund for future use. Administrator Delo added that donations of this type that are not earmarked for a specific account will come back for approval when the money is requested to be utilized.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Crevier, Jennings, Lueck, Nelson, Walsh

8. Request of Ald. Hansen that the Council approve putting a binding referendum question to the voters in November to exceed the levy limit to eliminate charges to property owners for repair or replacement of sidewalk.*

Alderperson Hansen, representing District 2, addressed the Committee and indicated that he is sympathetic to residents regarding sidewalk repair costs and suggested that these repairs be paid through property tax levy, rather than a wheel tax, as it allocates more of a fair share on property tax bills. Further, a referendum is appropriate because Council is precluded from taking action by Resolution to eliminate sidewalk assessments, and the matter is left to the residents to decide. Finance Director Joe Zegers advised Alderperson Hansen that an additional tax of \$8.25 per \$100,000 of assessed property would generate \$150,000.

Alderperson Nelson expressed his support of shifting sidewalks from being viewed as personal property to community property and brought up for discussion whether consideration should be given to adding new sidewalks also. Alderperson Crevier asked if the City requested to exceed levy limit in the past to which Administrator Delo advised of a referendum to exceed for the purpose of street repairs, but not new streets. City Attorney Judith Schmidt-Lehman indicated that the referendum amount does stay the same year after year and the street referendum is still in place. She mentioned two additional referendums regarding police and maintaining city services which failed, but the street repairs referendum passed.

Alderperson Jennings confirmed that a referendum wouldn't affect the City Expenditure Restrain Credit. Alderperson Lueck asked about how the money is credited in situations where the money is insufficient, to which Administrator Delo explained that if the money

is exceeded the remainder is bonded; it is then repaid through the general levy depending upon the language of the Ordinance. Alderperson Lueck asked about the steps in the referendum process to which the City Attorney explained that the statute indicates question phrasing and would require information that the City would not possess until July; the question would then go before Council in a Resolution after all information is available, and the City Clerk indicated that August 28 is the last date to submit a referendum request to Brown County.

Upon further discussion and questioning, the City Attorney advised that this referendum would be binding; Mayor Walsh expressed that he would prefer it be non-binding and indicated the voters entrust the council to make tough decisions. Public Works Director Thoresen indicated that the City does exceed the street referendum amount every year and that sidewalks would be handled similarly, based off a rating program; when the amount is exceeded, the remainder would then be bonded. Alderperson Crevier asked about a change in homeowner mentality in pursuing repair when the City is responsible to which Public Works Director Thoresen indicated the intent would be to continue with the 8 year cycle that is in place, to include hazardous sidewalks that also warrant repair. Currently an order is sent to the property owner to fix their sidewalk when it is determined to be in need of repair.

In response to Alderperson Jennings who asked for an explanation of the difference between binding and non-binding, the City Attorney explained that a non-binding referendum is put to voters to ask their opinion and the vote would be a recommendation; a referendum such as this proposal is binding and will question voters if the levy shall be increased, and if the vote is yes, then the levy is increased for the next fiscal year. Administrator Delo added that the Committee could adopt Alderperson Hansen's recommendation and Council could still refer the item back to staff to determine a more accurate amount for a referendum question.

Discussion continued on Alderperson Nelson's proposal of adding in new sidewalks. Administrator Delo cautioned the Committee about not having the ability to control costs of sidewalks for new subdivisions or other development and being locked into a dollar amount resulting from a referendum; the City is able to make a better estimate on repair and replacement costs. Public Works Director Thoresen also cautioned that the cost of including new sidewalks can significantly increase a referendum. Alderperson Lueck agreed that the Council is entrusted to make hard decisions and that this item gives homeowners an incentive to call in for repairs.

RESULT:	DEFEATED [2 TO 3]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Ryan Jennings, Casey Nelson
NAYS:	Scott Crevier, Larry Lueck, Michael J. Walsh

9. Consideration of Agreement with Carlson Dettmann Consulting, LLC for a Compensation Study/Market Review.*

Alderperson Crevier asked whether the parameters of the market study will also encompass positions where employees were requesting pay increases after receiving better offers. Human Resources Director Shannon Metzler advised that this study will gauge how the City compares against the market and that generally the Council wanted

the City's compensation plan to be a leader by being a little ahead of the market, which requires the plan to be re-evaluated frequently. Alderperson Lueck asked whether the City utilizes Carlson Dettmann for anything else to which HR Director Metzler indicated that Carlson Dettmann did review a few single positions since the last full study.

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

10. Future agenda items.

Alderperson Crevier asked to clarify the result of the levy limit item, which Mayor Walsh indicated will go forward to Council with recommendation of the Finance/Personnel Committee to not approve.

11. Adjournment.

Upon Motion of Mayor Walsh, seconded by Alderperson Crevier, the Finance/Personnel Committee unanimously adjourned at 8:20 PM.

Respectfully submitted,
Angela Zills

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: June 12, 2018

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Fire Department Overtime and LifeQuest Services Billing Reports
for May, 2018.

ATTACHMENTS:

- MAY FIRE DEPT OT RPT (PDF)

DE PERE FIRE RESCUE
OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2017

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	219.75	184.50	154.50	147.00	184.75	75.00	132.00	78.00	51.00	100.25	54.00	168.00	1,548.7
EMS TRAINING	24.00	257.50	72.00	40.50	89.00	0.00	0.00	0.00	75.00	81.00	81.00	66.50	786.50
FIRE TRAINING	35.00	0.00	10.50	89.50	316.25	21.25	12.75	0.00	3.75	54.25	22.25	62.50	628.00
RESCUE CALLS	5.50	6.75	39.25	8.50	6.00	9.25	0.00	19.50	7.25	18.00	6.75	8.50	135.25
FIRE CALLS	0.00	0.00	8.75	0.00	0.00	0.00	6.00	0.00	1.25	0.00	0.00	14.50	30.50
MEETINGS	37.00	55.25	60.00	53.00	16.75	22.50	5.25	0.00	15.00	32.00	33.25	4.50	334.50
STAFFING REP.	34.50	0.00	0.00	72.00	99.75	72.00	64.25	0.00	20.25	11.00	85.50	36.00	495.25
MAINTENANCE	0.00	0.00	0.00	0.00	0.75	14.25	0.00	0.00	0.00	16.50	12.00	0.00	43.50
PUB. ED.	9.75	0.00	9.00	15.00	3.75	5.00	0.00	3.75	9.00	81.25	0.00	0.00	136.50
SPECIAL EVENTS	0.00	0.00	0.00	0.00	274.00	0.00	0.00	29.50	66.00	22.50	6.00	0.00	398.00
# FIRE RUNS	42.00	32.00	33.00	15.00	35.00	31.00	41.00	41.00	22.00	31.00	25.00	48.00	396.00
# EMS RUNS	174.00	163.00	172.00	178.00	187.00	180.00	170.00	182.00	161.00	180.00	151.00	204.00	2,102.00
DISPATCH ERRORS	2.00	5.00	7.00	7.00	0.00	6.00	4.00	1.00	1.00	3.00	4.00	1.00	41.00
TOTAL HRS.	365.50	504.00	354.00	425.50	991.00	219.25	220.25	130.75	248.50	416.75	300.75	360.50	4,536.75

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2018

REASON	Jan.*	Feb.**	Mar.***	Apr.+	May++	June+++	July^	Aug.^.	Sept.^.	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	153.00	117.00	196.50	190.25	135.00								791.75
EMS TRAINING	79.50	31.50	98.00	67.00	61.50								337.50
FIRE TRAINING	21.75	31.50	24.00	18.00	94.25								189.50
RESCUE CALLS	17.00	6.75	16.50	10.50	4.00								54.75
FIRE CALLS	1.00	4.00	0.50	1.25	0.00								6.75
MEETINGS	30.25	41.25	10.50	12.75	3.75								98.50
STAFFING REP.	0.00	0.00	77.25	109.00	93.75								280.00
MAINTENANCE	26.50	6.75	0.00	0.00	0.00								33.25
PUB. ED.	13.50	0.00	17.75	0.75	14.25								46.25
SPECIAL EVENTS	58.75	0.00	0.00	0.00	211.50								270.25
# FIRE RUNS	39.00	35.00	31.00	47.00	38.00								190.00
# EMS RUNS	193.00	168.00	164.00	196.00	179.00								900.00
DISPATCH ERRORS	6.00	1.00	2.00	4.00	5.00								18.00
TOTAL HRS.	401.25	238.75	441.00	409.50	618.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,108.50

Special Events included in Overtime

Total Overtime Budget \$95,000, Expenditures through June 6, 2018 \$43,602, 46%

*Period: 12/30/17-01/26/18

+Period: 03/24/18-04/20/18

^Period:

#Period:

**Period: 01/27/18-02/23/18

++Period: 04/21/18-06/01/18

^^Period:

##Period:

***Period: 02/24/18-03/23/18

+++Period:

^^^Period:

###Period:

**OVERTIME CAUSED BY SICK LEAVE
MAY, 2018**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
TOTAL	0	0

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

DE PERE FIRE RESCUE
STRUCTURAL FIRE "STILL" ALARMS FOR MAY 2018



Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
05/01/2018	108 George Street	Possible chimney fire	A111, E111, E121	No incident found	N/A
05/01/2018	237 Sullivan Lane	Building fire	C101, C102, E111, E121	Investigate, salvage and overhaul	Auto Aid dispatched, 1 canceled
05/02/2018	108 S. Michigan Street	Alarm system sounded due to malfunction	E121	Investigate	N/A
05/02/2018	2077 Airport Drive (Village of Ashwaubenon)	Fire (airplane hydraulic issues)	C101, E121	Standby	N/A
05/03/2018	225 Fort Howard Avenue	Smoke or odor removal	C102, E111, E121	Investigate, ventilate	Ashwauben Lawrence
05/04/2018	2107 American Blvd.	Trash or rubbish fire	C101, A111, E111, E121	Salvage and overhaul, ventilate, extinguishment by fire service personnel	Ashwauben, Hobart, Lawrence
05/04/2018	1700 Chicago Street	Detector activation, no fire, unintentional	A111, E111, E121	Investigate	N/A
05/05/2018	233 N. Broadway	Alarm sounded due to malfunction	C102, E111, E121	Investigate	N/A
05/10/2018	103 Grant Street	Alarm sounded due to malfunction	C102, E111, E121	Investigate	N/A
05/10/2018	Hwy 41	Recreational vehicle fire	C102, E111, E121	Investigate, extinguishment by fire service personnel	N/A
05/11/2018	620 Third Street	Cooking fire, confined to container	E121	Investigate	N/A
05/11/2018	600 St. Mary's Street	Alarm sounded due to malfunction	E111, E121	Investigate	N/A
05/13/2018	144 N. Wisconsin Street	Passenger vehicle fire	A111, E111, E121	Extinguishment by fire service personnel	N/A
05/15/2018	945 DuChateau Lane (Village of Ashwaubenon)	Building fire	C102, L111	Extinguishment by fire service personnel	N/A
05/16/2018	1107 Terry Lane	Arcing, shorted electrical equipment	C102, A111, E111, E121, L111	Investigate	N/A
05/16/2018	1751 W. Matthew Drive	Alarm system sounded due to malfunction	E111	Investigate	N/A

Attachment: MAY FIRE DEPT OT RPT (7041 : Fire Department Overtime and LifeQuest Services Billing Reports for May, 2018.)

Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
05/17/2018	1751 W. Matthew Drive	Alarm system sounded due to malfunction	E111	Investigate	N/A
05/19/2018	501 Eastman Avenue (City of Green Bay)	Fire in paper machine	E111	Dispatched & Canceled en route	N/A
05/23/2018	3700 Elmview Road (Village of Ledgeview)	Building fire	C102, C102, L111	Extinguishment by fire service personnel	N/A
05/24/2018	446 Oaklawn Avenue (Village of Ashwaubenon)	Building fire	C101, L111	Provide manpower	N/A
05/25/2018	3001 Ryan Road	Smoke detector activation due to malfunction	C102, A111, E111, E121	Investigate	N/A
05/27/2018	1500 Ft. Howard Avenue	Water vehicle fire	C102, E121	Standby	N/A
05/27/2018	2822 Viking Drive (Village of Ashwaubenon)	Building fire	C102, L111	Dispatched & canceled en route	N/A
05/30/2018	301 N. Broadway	Alarm system sounded due to malfunction	C102, E111, E121	Investigate	N/A
05/31/2018	1124 Colleen Lane	Alarm system sounded due to malfunction	E111, E121	Investigate	N/A
05/31/2018	1700 Chicago Street	Alarm system activation, no fire, unintentional	A111, E111	Investigate	N/A
05/31/2018	631 N. Broadway	Smoke detector activation, no fire, unintentional	E111, E121	Investigate	N/A
05/31/2018	850 Morning Glory Lane	Smoke detector activation, no fire, unintentional	E111, E121	Investigate	N/A
05/31/2018	850 Morning Glory Lane	Smoke detector activation, no fire, unintentional	E111, E121	Investigate	N/A
05/31/2018	1234 Bellevue Street (Village of Bellevue)	Building fire	C102, L111	Dispatched & canceled en route	N/A

Attachment: MAY FIRE DEPT OT RPT (7041 : Fire Department Overtime and LifeQuest Services Billing Reports for May, 2018.)

**LIFEQUEST MEDICAL BILLING - 2018
MONTHLY REPORT**

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE
CHARGES	163,001	141,019	158,773	158,639	108,551	
PAYMENTS	52,987	64,975	69,435	71,073	84,800	
CREDIT ADJUSTMENTS	56,314	62,390	63,653	60,363	70,069	

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

Payments to LifeQuest	
Jan. 2018	2,588
Feb. 2018	2,935
March 2018	3,449
April 2018	3,896
May 2018	4,199
June 2018	
July 2018	
Aug. 2018	
Sept. 2018	
Oct. 2018	
Nov. 2018	
Dec. 2018	
Total Paid	\$17,067

**See attached details

Attachment: MAY FIRE DEPT OT RPT (7041 : Fire Department Overtime and LifeQuest Services Billing Reports for May, 2018.)

City Of De Pere
Income and Expenditures
May 2018
All Phases

Charges		Billing	Collection	Total
Billing Charges / Collection Placements		\$98,303.80	\$10,246.91	\$108,550.71
Other	+	\$0.00	\$0.00	\$0.00
Subtotal of Charges		\$98,303.80	\$10,246.91	\$108,550.71
Account Transfers		\$6,618.20	\$3,628.71	\$10,246.91
Credit Summary				
Total Credits		\$152,199.95	\$4,632.81	\$156,832.76
Less Adjustments	-	\$69,588.49	\$480.96	\$70,069.45
Less Delinquent Closed Accounts Reconciliation	-	\$0.00	\$1,963.20	\$1,963.20
Less Overpayments	-	\$(100.00)	\$0.00	\$(100.00)
Gross Payments Received		\$82,711.46	\$2,188.65	\$84,900.11
Plus Overpayment Returns	+	\$0.00	\$0.00	\$0.00
Net Payments Received		\$82,711.46	\$2,188.65	\$84,900.11
Less Payments Kept By Service	-	\$0.00	\$0.00	\$0.00
Total Deposits Reconciliation		\$82,711.46	\$2,188.65	\$84,900.11
Summary of Disbursement				
Total Deposits & Payments Kept By		\$82,711.46	\$2,188.65	\$84,900.11
Plus Overpayment Refunds	+	\$(100.00)	\$0.00	\$(100.00)
Gross Revenue		\$82,611.46	\$2,188.65	\$84,800.11
LifeQuest Fee		\$3,717.52	\$481.51	\$4,199.03
Plus Probate Fees	+	\$0.00	\$0.00	\$0.00
Other / Fees		-	-	\$0.00
Total Due LifeQuest	Check # EFT	\$3,717.52	\$481.51	\$4,199.03
Service Revenue		\$78,893.94	\$1,707.14	\$80,601.08
Less Payments Kept By Service	-	\$0.00	\$0.00	\$0.00
Less Service Payable	-	\$0.00	\$0.00	\$0.00
Less Probate Fees	-	\$0.00	\$0.00	\$0.00
Other / Fees		\$0.00	\$0.00	\$0.02
Total Due Service	Check # EFT	\$78,893.94	\$1,707.14	\$80,601.10

Messages:

Service revenue adjustment of .02 cents to pay service for April test DD.

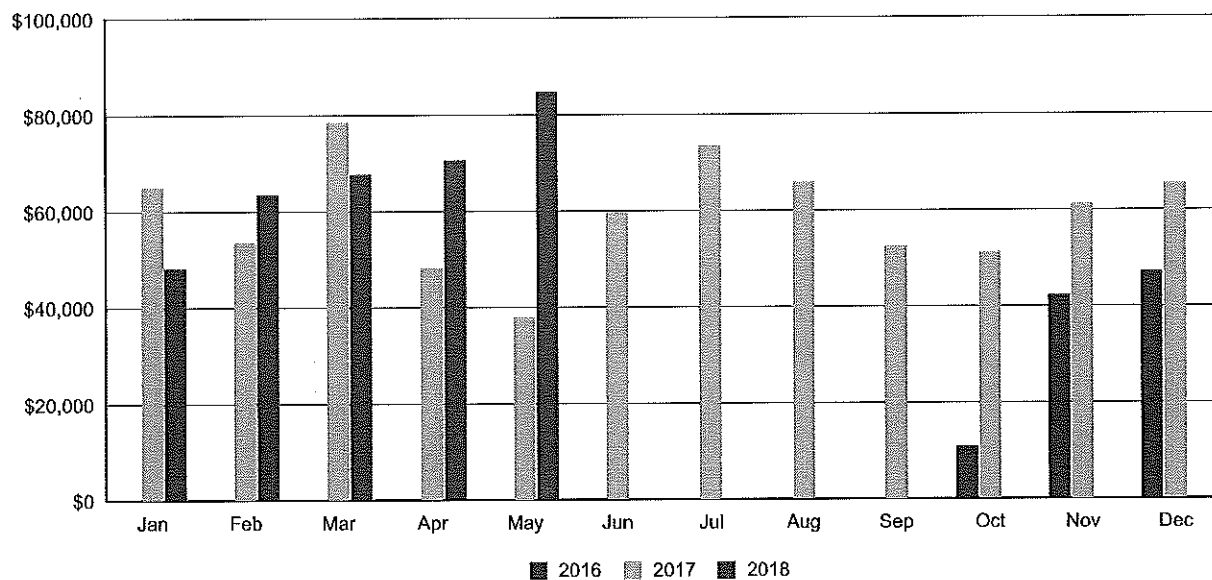
Total Deposits EOM differ from bank statement credits by \$3,426.92 due to six DD's not posted: 5/16 NHIC US BANK \$1,152.58, 5/24

WPS \$8.63, 5/24 UHC \$782.51, 5/25 NHIC US BANK \$1,280.33, 5/30 AETNA \$1.61 & 5/31 NHIC US BANK \$201.26 not posted. clg

6.1.18

All Phases Gross Revenue

City of De Pere
January 2016 to May 2018



	2016	2017	2018
January	\$0	\$65,035	\$48,362
February	\$0	\$53,532	\$63,538
March	\$0	\$78,566	\$67,787
April	\$0	\$48,367	\$70,664
May	\$0	\$38,017	\$84,800
June	\$0	\$59,532	\$0
July	\$0	\$73,500	\$0
August	\$0	\$65,845	\$0
September	\$0	\$52,557	\$0
October	\$10,906	\$51,374	\$0
November	\$42,469	\$61,219	\$0
December	\$47,293	\$65,635	\$0
Total Gross Revenue	\$100,667	\$713,180	\$335,151

City Of De Pere

Billing Summary

May 2018

Phase 1

Charges

Billing Charges		\$98,303.80	
Other	+	\$0.00	
Subtotal of Charges			\$98,303.80

Account Transfers

Billing to Collections Transfer Total			\$6,618.20
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Credit Summary

Total Credits		\$152,199.95	
Less Adjustments	-	\$69,588.49	
Less Overpayments	-	\$(100.00)	
Gross Payments Received			\$82,711.46
Plus Overpayment Returns	-	\$0.00	
Net Payments Received			\$82,711.46
Less Payments Kept By Service	-	\$0.00	
Total Deposits Reconciliation			\$82,711.46

Summary of Disbursement

Total Deposits & Payments Kept By		\$82,711.46	
Plus Overpayment Refunds	+	\$(100.00)	
Gross Revenue			\$82,611.46
LifeQuest Fee		\$3,717.52	
Plus Probate Fees	+	\$0.00	
Total Due LifeQuest	Check # EFT		\$3,717.52
Service Revenue		\$78,893.94	
Less Payment Kept By Service	-	\$0.00	
Less Service Payable	-	\$0.00	
Less Probate Fees	-	\$0.00	
Other / Fees	-	\$0.00	
Total Due Service	Check # EFT		\$78,893.94

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

Billing Reconciliation Summary

City of De Pere
For the month of May 2018

Beginning Balance of Accounts Receivables			\$285,980.20
Total Charges entered for the Month	+		\$98,303.80
Adjustments			
Intercept		\$0	
Per Contract		\$0	
Account Transfer Total		\$6,618.20	
Other		\$62,970.29	
Total Adjustments for the Month		\$69,588.49	
	-		\$69,588.49
Payments			
Cash		\$16,042.46	
Contract Payments		\$1,424.80	
Credit Card		\$0	
Direct Deposit		\$57,636.15	
Hospital		\$0	
Insurance		\$7,608.05	
Payment Kept By		\$0	
Other		\$0	
		\$82,711.46	
	-		\$82,711.46
Overpayment			
Recoupment		\$0	
Refunds		\$(100.00)	
Returns		\$0	
Service Payable		\$0	
Other		\$0	
		\$(100.00)	
	-		\$(100.00)
Total for Reconciliation Summary			\$232,084.05
Ending Balance of Accounts Receivables			\$232,084.05

Total Page : 1 of 1
 Page : 1 of 1
 Date : 06/01/2018
 Time : 11:10:13

Receivables Distribution Report

Receivables Cash

All Companies

All Directories

Charges	Jun 2017	Jul 2017	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Totals
Jun 2017	3377	21992	14962	2548	563	2741	131	373	-120	674	-67	784 \$	47959
105523	3.2	20.8	14.2	2.4	0.5	2.6	0.1	0.4	-0.1	0.6	-0.1	0.7 %	45.4
Jul 2017		728	22797	13962	9092	3397	1997	266	72	1451	852	72 \$	54686
104552		0.7	21.8	13.4	8.7	3.2	1.9	0.3	0.1	1.4	0.8	0.1 %	52.3
Aug 2017			2988	24116	14116	9411	2465	1410	1104	1155	2703	79 \$	59549
114510			2.6	21.1	12.3	8.2	2.2	1.2	1	1	2.4	0.1 %	52
Sep 2017				2844	20242	14852	8493	2815	1218	1060	296	50 \$	51870
101010				2.8	20	14.7	8.4	2.8	1.2	1.1	0.3	0 %	51.4
Oct 2017					0	19943	25613	8406	2790	3857	585	957 \$	62151
115859					0	17.2	22.1	7.3	2.4	3.3	0.5	0.8 %	53.6
Nov 2017						979	18831	13157	9760	2063	1973	525 \$	47288
97943						1	19.2	13.4	10	2.1	2	0.5 %	48.3
Dec 2017							69	21625	21392	7998	5086	2150 \$	58321
123951							0.1	17.4	17.3	6.5	4.1	1.7 %	47.1
Jan 2018								2039	21972	19979	8938	7815 \$	60744
128091								1.6	17.2	15.6	7	6.1 %	47.4
Feb 2018									3686	22577	13786	4931 \$	44979
111110									3.3	20.3	12.4	4.4 %	40.1
Mar 2018										4055	26786	17543 \$	48384
118582										3.4	22.6	14.8 %	40.1
Apr 2018											3445	36786 \$	40233
126437											2.7	29.1 %	31.1
May 2018												7957 \$	7957
89012												8.9 %	8.9
Averages	1st Mo	2nd Mo	3rd Mo	4th Mo	5th Mo	6th Mo	7th Mo	8th Mo	9th Mo	10th Mo	11th Mo	12th Mo	
Extended	2.4	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	
Weighted	2.4	20.7	15.1	6.9	3	2	0.6	0.5	1	0.5	0	0.7	

Attachment: MAY FIRE DEPT OT RPT (7041 : Fire Department Overtime and LifeQuest Services Billing Reports for May, 2018.)

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: June 12, 2018

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Approval of Police Overtime for May 2018

The overtime (OT) report covers a Six-week period. Two previous years of overtime report summaries are attached for comparison.

The department participated in special tactics training with the Fire Department related to an active crisis situation, such as an active shooter. The department training is high due to that training evolution. Also, the reimbursed overtime for special events is related to the Memorial Day/Celebrate De Pere festivities.

Miscellaneous OT of 35 hours is comprised of 15.75 hours of Patrol fraction allotments, 5 hours active shooter training, 8.75 hours School Resource Officer Training and 5.5 hour SWAT Training.

Reimbursable Miscellaneous OT of 32.5 total hours is comprised of 16.5 hours for OWI Task Force, 13.5 hours for Drug Task Force, and 2.5 hours for K-9 Activities.

Please let me know if you have any questions about this overtime report.

ATTACHMENTS:

- 2016 PD OT Report Summary (PDF)
- 2017 PD OT Report Summary (PDF)
- May 2018 PD OT Report (PDF)

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2016**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*++	TOTAL
OFFICER SICK RELIEF	42.00	8.00	21.00	29.00	71.50	12.50	30.50	71.75	60.50	119.50	113.50	38.50	618.25
OFFICER WORKED ON HOLIDAY	8.00	8.00	36.00	4.00	80.75	20.00	60.00	2.25	121.75	4.00	64.00	77.00	485.75
OFFICER FOR COURT	13.00	10.50	12.00		22.00	34.00	8.00	2.00	48.25	29.50	14.50	6.00	199.75
OFFICER TRAINING	40.50	42.50	155.75	227.50	132.25	191.00	35.00	90.25	45.25	131.00	209.50	103.25	1403.75
OFFICER RELIEF FOR FUNERAL		7.50		7.50	4.00								19.00
OFFICER ATTEND MEETING	14.00	10.00	20.00	14.00	4.50	15.50	10.00	7.50	16.00	7.00	2.50	11.50	132.50
STAFFING LEVEL	8.00	19.00	34.50	28.50	135.50	142.50	159.00	172.00	131.00	173.00	154.00	107.50	1264.50
INVESTIGATION	39.50	25.50	18.25	49.50	47.00	28.75	55.00	41.00	26.00	37.75	73.00	21.00	462.25
HONOR GUARD FOR FUNERAL		7.50						3.00			15.00		25.50
SCHOOL LIAISON REIMBURSED	21.50	20.00	7.00	17.50	26.00	13.50		9.50	56.50	39.00	15.50	11.00	237.00
COMMUNITY RELATIONS										16.50	5.50		22.00
SPECIAL ASSIGNMENT						9.00	2.00		4.00	4.00	28.00		47.00
SPECIAL ASSIGNMENT REIMBURSED		12.50			197.75								210.25
MISCELLANEOUS	8.00	17.25	46.00	15.50	36.75	18.00	11.25	27.50	23.25	21.75	32.00	16.75	274.00
MISCELLANEOUS REIMBURSED	76.50	42.00	112.00	89.00	43.00	24.00	14.00	19.50	7.00	25.00	39.50	5.50	497.00
Gross OFFICER OVERTIME	271.00	230.25	462.50	482.00	801.00	508.75	384.75	446.25	539.50	608.00	766.50	398.00	5898.50
SUBTOTAL REIMBURSED OVERTIME	(98.00)	(74.50)	(119.00)	(106.50)	(266.75)	(37.50)	(14.00)	(29.00)	(63.50)	(64.00)	(55.00)	(16.50)	(944.25)
NET OFFICER OVERTIME	173.00	155.75	343.50	375.50	534.25	471.25	370.75	417.25	476.00	544.00	711.50	381.50	4954.25
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: \$140,000
Expenditures through 12/23/2016 \$173,667
Percent of Total Budget: 124.05%

NOTES:

* Period 01/02/2016 - 01/29/2016
 **Period 1/30/2016 - 02/26/2016
 ***Period 02/27/2016 - 03/25/2016

+Period 3/26/2016 - 4/22/2016
 ++Period 4/23/2016 - 6/3/2016
 ^Period 6/4/2016 - 7/1/2016

#Period 7/2/2016 - 7/29/2016
 ##Period 7/30/2016 - 8/26/2016
 ^^Period 8/27/2016 - 9/23/2016

^^^Period 9/24/2016 - 10/21/2016
 *+Period 10/22/2016 - 12/2/2016
 **Period 12/3/2016 - 12/30/2016

Attachment: 2016 PD OT Report Summary (7037 : Police May 218 Overtime Report)

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2017**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	12.00	64.75	39.50	24.75	23.50	15.00	38.00	37.00	18.00	32.75	4.00	23.00	332.25
OFFICER WORKED ON HOLIDAY	97.00	13.75		31.00	97.00	21.75	54.75	8.00	121.75	16.00	66.00	87.00	614.00
OFFICER FOR COURT	9.00	10.00	6.00	1.75	21.00	10.00	4.00	25.00	4.00	22.00	15.00	4.00	131.75
OFFICER TRAINING	207.00	65.50	36.00	39.00	241.75	60.25	16.50	46.75	259.25	203.00	51.25	97.00	1323.25
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	5.50	27.25	10.50	16.00	17.50	9.50	16.50	3.00	2.00	12.00	2.00	14.00	135.75
STAFFING LEVEL	63.00	22.50	39.25	39.50	199.50	74.00	66.50	97.50	130.50	209.50	98.00	69.00	1108.75
INVESTIGATION	37.50	44.50	43.50	36.50	73.75	24.50	47.00	26.25	23.50	108.50	28.50	57.50	551.50
HONOR GUARD FOR FUNERAL		2.00		11.00									13.00
SCHOOL LIAISON REIMBURSED	18.00	23.50	25.00	7.00	31.50	15.00		5.00	41.00	61.00	10.00	16.00	253.00
COMMUNITY RELATIONS					2.00			3.50	3.50	3.00			12.00
SPECIAL ASSIGNMENT		6.25					9.00						15.25
SPECIAL ASSIGNMENT REIMBURSED		6.25		18.50	219.50	13.00			8.00	29.50	29.00		323.75
MISCELLANEOUS	27.50	13.50	42.75	20.25	26.25	17.75	10.75	11.50	9.75	35.50	17.00	20.25	252.75
MISCELLANEOUS REIMBURSED	66.00	130.00	45.00	60.00	104.00	67.50	57.50	51.00	30.50	42.50	26.00	19.00	699.00
Gross OFFICER OVERTIME	542.50	429.75	287.50	305.25	1057.25	328.25	320.50	314.50	651.75	775.25	346.75	406.75	5766.00
SUBTOTAL REIMBURSED OVERTIME	(84.00)	(159.75)	(70.00)	(85.50)	(355.00)	(95.50)	(57.50)	(56.00)	(79.50)	(133.00)	(65.00)	(35.00)	(1275.75)
NET OFFICER OVERTIME	458.50	270.00	217.50	219.75	702.25	232.75	263.00	258.50	572.25	642.25	281.75	371.75	4490.25

Total Overtime Budget: **\$145,000.00**
Expenditures through 1/02/2018 **\$182,422.00**
Percent of Total Budget: **125.81%**

01/02/2018
Report Date

NOTES:

* Period 12/31/2016 - 1/27/2017
**Period 1/28/2017 - 2/24/2017
***Period 02/25/2017 - 3/24/2017

+Period 03/25/2017 - 4/21/2017
++Period 4/22/2017 - 6/02/2017
^Period 6/03/2017 - 6/30/2017

#Period 7/1/2017 - 7/28/2017
##Period 7/29/2017 - 8/25/2017
^^Period 8/26/2017 - 9/22/2017

^^^Period 9/23/2017 - 11/3/2017
*+Period 11/4/2017 - 12/1/2017
*+*Period 12/2/2017- 12/29/2017

Attachment: 2017 PD OT Report Summary (7037 : Police May 218 Overtime Report)

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2018**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	41.50	19.50	10.00	15.50	23.00								109.50
OFFICER WORKED ON HOLIDAY	105.75	8.00	12.00	42.00	98.25								266.00
OFFICER FOR COURT	4.00	14.00	13.00	12.00	18.00								61.00
OFFICER TRAINING	82.00	122.00	71.75	140.00	277.00								692.75
OFFICER RELIEF FOR FUNERAL			4.50										4.50
OFFICER ATTEND MEETING	10.50		3.50	15.00	0.50								29.50
STAFFING LEVEL	68.00	51.25	97.75	61.50	87.50								366.00
INVESTIGATION	50.75	77.00	82.25	87.50	40.75								338.25
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	12.50	25.50	10.00	19.00	33.75								100.75
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		17.50	9.50		212.75								239.75
MISCELLANEOUS	16.00	19.00	10.75	25.75	35.00								106.50
MISCELLANEOUS REIMBURSED	33.00	41.50	79.00	20.00	32.50								206.00
Gross OFFICER OVERTIME	424.00	395.25	404.00	438.25	859.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2520.50
SUBTOTAL REIMBURSED OVERTIME	(45.50)	(84.50)	(98.50)	(39.00)	(279.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(546.50)
NET OFFICER OVERTIME	378.50	310.75	305.50	399.25	580.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1974.00

Total Overtime Budget: \$150,000.00

Expenditures through 05/31/2018 \$57,978.53

Percent of Total Budget: 38.65%

NOTES:

* Period 12/30/2017 - 1/26/2018

**Period 1/27/2018 - 2/23/2018

***Period 2/24/2018 - 3/23/2018

+Period 3/24/2018 - 4/20/2018

++Period 4/21/2018 - 6/1/2018

^Period

#Period

##Period

^^Period

^^^Period

*+Period

*+*Period

Attachment: May 2018 PD OT Report (7037 : Police May 218 Overtime Report)

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: June 12, 2018

DEPARTMENT: Fire Department

FROM: Alan Matzke

SUBJECT: Consider revised Emergency Medical Service Medical Director Agreement for Fire Department. *

ATTACHMENTS:

- FIRE DEPT_AGREEMENT FOR MEDICAL DIRECTION (PDF)

Memo



To: Honorable Mayor Michael Walsh
Members of the Finance & Personnel Committee

From: Alan Matzke, Fire Chief *AM*

Date: June 6, 2018

Re: Request to Approve Agreement for Medical Direction

The Fire & Rescue Department would like to respectfully request approval of the revised Emergency Medical Service Medical Directors Agreement. The De Pere Common Council approved the original agreement with BayCare Clinic to provide medical direction on August 20, 2013.

Dr. Steve Stroman has provided medical direction to De Pere Fire Rescue, on behalf of BayCare Clinic, since adoption of the above mentioned agreement. The partnership has been very positive for our staff and the citizens of De Pere. Interim Chief Jeff Roemer was accurate in his August 6, 2013 Memo, where he stated he felt this partnership would greatly enhance and improve the department's interaction and EMS training with hospital based physicians, which would enhance our ability to provide exceptional EMS service to our citizens.

The August 2013 Agreement was between the City of De Pere and BayCare Clinic, L.L.P. The proposed agreement is between the City of De Pere and BayCare Aurora, LLC. The terms of the contract are unchanged and are designed to continue to support Dr. Stroman in his mission to provide and improve pre-hospital emergency care in our area.

Thank you for your consideration of this request. I respectfully urge the Finance and Personnel Committee to approve the agreement for continued medical direction and forward the recommendation for final approval by the City of De Pere Common Council.

EMERGENCY MEDICAL SERVICE MEDICAL DIRECTOR AGREEMENT

This **Emergency Medical Service Medical Director Agreement** (the "Agreement") is entered into by and between the **City of De Pere**, a Wisconsin municipal corporation, ("City") and **BayCare Aurora, LLC**, a Wisconsin limited liability company, d/b/a **Aurora BayCare Medical Center** ("ABMC").

Recitals

WHEREAS, the De Pere Public Safety Department operates an ambulance service ("City Service") and is an emergency medical service provider pursuant to Wis. Stats. §256.12; and

WHEREAS, as an emergency medical service provider, the City Service is required to engage a qualified medical director to provide medical direction in all matters relating to emergency medical services; and

WHEREAS, ABMC contracts with physicians who are involved in the provision of emergency medical care; and

WHEREAS, the City wishes to engage Steven Stroman, MD, contracted by ABMC, to serve as its Medical Director to perform such duties as required under Wis. Stats. §256.12 and Wis. Admin. Code §110.49 DHS; and

NOW THEREFORE, in return for their the mutual covenants and obligations, together with other consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Engagement of Director.** The City hereby engages ABMC to provide the services of Steven Stroman, M.D., ("Director"), contracted by ABMC, to serve as its Director for the City's provision of emergency medical services to its residents and inhabitants, and to perform all acts and duties required of said position in conformity with Wis. Stats. §256.12 and Wis. Admin. Code §110.49 DHS.
2. **Term and Termination.** This Agreement shall commence on May 1, 2018 and continue for one (1) year ("Initial Term"). After the Initial Term, this Agreement shall automatically renew for successive one-year periods (each, a "Renewal Term") unless any party gives written notice of the decision not to renew at least sixty (60) days prior to the end of the Initial Term or any Renewal Term. After the Initial Term, any party may terminate this Agreement at any time, for any reason by giving not less than sixty (60) days prior written notice to the other parties.
3. **Duties.** ABMC shall ensure Director participates in the development, coordination, direction, supervision, and establishment of standards and procedures for the operation of the emergency medical service. In addition to the statutory and regulatory

duties identified above, ABMC shall ensure Director performs, the following duties:

- a. Coordinate the development and continued oversight of standard operation procedures and protocols as well as complying with Wis. Admin. Code §110.49 DHS "EMT-paramedic operational plan" (hereafter "Approved Operational Plan" or the "System"), ensuring these policies are reviewed and revised as necessary.
- b. Monitor all aspects of quality control with the System, including but not limited to, individual EMT/paramedic knowledge, skills, and performance; periodic audits of target areas (i.e. chest pain, psych emergencies, and trauma); and audits of all deaths, cardiac arrests, intubations, and helicopter transports originating in Brown County;
- c. Provide City Service with timely quality assurance initiatives, including critique and commentary of emergency services provided for the purpose of maintaining a medically acceptable level of emergency service care.
- d. Perform or direct oversight of the base station physicians responsible for day to day directions and supervision of EMT and paramedic ambulance services functioning under the Approved Operational Plan;
- e. Provide physician ride-along monitoring and assessment services for paramedic crews on a periodic basis;
- f. Provide educational support for emergency services personnel with such frequency as determined by state requirements and needs of the System, including on-going training, competencies with new equipment and techniques.
- g. When available and present, Director will provide on-scene physician support at the following types of EMS incident scenes: (1) Critical In-Transit scenes (Airport/Highway/Industrial) (2) Mass casualty incident (3) Fire scenes (Operational) (4) Large scale events as needed, including planning meetings and event day operations.
- h. When available and present, Director will provide physician support during Emergency Medical Service ("EMS") on scene interactions, including: (1) Directing work of EMS staff, (2) Direct physician treatment of patient(s), (3) Transportation of patients to medical facilities, (4) Fireground firefighter rehabilitation, including on-scene evaluation of vital signs and on-scene treatment, and (5) Participating in incident command structure, including providing fire ground support by assisting command with medical related issues.
- i. Director's transportation to and from scenes as described in Sections 3(g) and 3(h) may occur by City emergency vehicle, either as driver or passenger, or by personal vehicle of Director.
- j. Comply with all state and local EMS protocols.

k. Abide by all orders, regulations, restrictions and protocols of Director or the Director's designees.

4. Pharmaceutical Medications, Durable Medical Supplies and Training Courses.

ABMC agrees to replenish City Service's inventory of pharmaceutical medications and durable medical supplies at ABMC's cost. ABMC shall invoice City Service on a monthly basis for such supplies and City shall reimburse ABMC within thirty (30) days after receipt of invoice. ABMC also agrees to provide City Service Personnel with American Heart Association ACLS, PALS, and BLS training courses on-site or at Aurora BayCare Medical Center Sports Complex.

5. Financial Arrangements. In recognition of ABMC's public service mission, and ABMC's commitment to providing a benefit to the community, it is agreed that the services rendered by ABMC, Director or any physician, shall be free of charge.

6. Independent Contractors. The parties are independent contractors. No party is authorized or permitted to act as an agent or employee of any other. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, partnership, or joint venture relationship or to allow any party to exercise control or direction over the manner or method by which any party provides services to patients. All services shall be performed in accordance with all applicable medical standards and the terms and conditions of this Agreement.

7. Insurance. The City and ABMC shall maintain their own separate policies of comprehensive general liability and professional liability insurance in amounts sufficient to cover the activities covered under this Agreement, and neither shall be required to consider or list the other as an "additional insured" on such policies. ABMC shall maintain insurance in such amounts as are required under ch. 655, Wisconsin Statutes and participate in Wisconsin's Injured Patients and Families Compensation Fund.

8. Allocation of Risks

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

b. To the fullest extent permitted by law, the City shall indemnify and hold harmless ABMC and its officers, directors, partners, employees, and consultants from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of attorneys and other professional, and all court or other dispute resolution costs) caused solely by the negligent acts or omissions of City and City's officers, directors, partners, employees, and City's consultants with respect to this Agreement. Nothing contained herein is intended to waive or estop the City or its insurer to rely upon the limitations, defense, immunities contained within Wisconsin Statutes §893.80. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin Law.

c. To the fullest extent permitted by law, the total liability to any party or anyone claiming by, through or under any party, for any cost, loss or damages caused in part by the negligence of any party, shall not exceed the percentage share which that party's negligence is of the overall negligence which was the cause of the harm.

9. **Notices.** Notices or communications required or permitted to be given under this Agreement shall be given to the respective parties by hand delivery or registered/certified mail at the following addresses for each:

If to City, to:
City of De Pere
400 Lewis Street
De Pere, WI 54115
Attn: Administrator

If to ABMC, to:
Aurora BayCare Medical Center
8945 Greenbrier Road
Green Bay, WI 54311
Attn: President

With a copy to:
Aurora Health Care, Inc.
750 W. Virginia St.
Milwaukee, WI 53204
Attn: Chief Legal Officer

Either party may change the address for notice by a notice given in conformance with this section.

10. **Entire Agreement.** This Agreement constitutes the entire agreement among the parties. No change to the terms of this Agreement will be effective or enforceable unless such change shall be in writing and signed by the parties hereto.

11. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

12. **DISCLOSURE CONCERNING AUTOMATIC RENEWAL PROVISION.** AS STATED IN SECTION 2 OF THIS AGREEMENT, THIS AGREEMENT WILL AUTOMATICALLY RENEW FOR SUCCESSIVE ONE (1) YEAR TERMS UNLESS EITHER PARTY DECLINES THE RENEWAL.

- a. Each additional renewal is for a one (1) year period.
- b. There are no increases in charges during any Renewal Term unless the parties sign a written agreement to provide for an increase.
- c. To decline a renewal, a party must send written notice to the other party hereto in the manner and at the address specified in Section 9, at least sixty (60) days prior to the end of the then current term. As such, the written notice must be given before March 1st of

the then current term, to decline a renewal for the next twelve (12) months.

d. Please initial this Section below.

City Initials

ABMC Initials

Accepted and agreed to this ____ day of _____, 2018.

CITY OF DE PERE

BAYCARE AURORA, LLC

Signature: _____

Signature: _____

Name and Title: _____

Name and Title: _____

Date: _____

Date: _____

Acknowledged:

Steven Stroman, M.D.

Attachment: FIRE DEPT_ AGREEMENT FOR MEDICAL DIRECTION (7044 : Consider request to approve Emergency Medical Service Medical

City of De Pere, Wisconsin**Request For Finance/Personnel Committee Action**

MEETING DATE: June 12, 2018

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Consider emergency repair to VFW Pool boiler*

During the week of May 28th staff were working on preparing our pools. Upon starting up the boiler at VFW Pool we uncovered the heat exchanger was cracked. Due to the timing of this event and the distance of where the part has to come from (California), we obtained approval from our City Administrator to move forward with the repair immediately. The cost of the repair will be approximately \$11,500.

As of Wednesday, June 6 we are still waiting for the part to be delivered so that we can attempt to have the pool ready for opening on June 9th.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: June 12, 2018

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Approval of \$715 donation from Nicolet Bank to Police Department*

Nicolet National Bank held a "Friday Jeans Day" on May 11, 2018. A Friday Jeans Day means employees could wear jeans that day in exchange for donating \$5. As a result, money was raised and split with some of the proceeds going to the Neenah Animal Shelter and \$715.00 going to the De Pere Police Department's K-9 Unit.

The De Pere Police Department thanks the Nicolet National Bank employees for their generosity.

Please accept this donation from Nicolet National Bank. Thank you.

City of De Pere, Wisconsin**Request For Finance/Personnel Committee Action**

MEETING DATE: June 12, 2018

DEPARTMENT: Information Technology

FROM: Kevin Clark

SUBJECT: Consider Videography Agreement between the City of De Pere and the Central Brown County Water Authority (CBCWA) for a historical documentary video created for the CBCWA.*

City staff has been working with the CBCWA to create a documentary memorializing the history, formation, and first 10 years of the Authority. The agreement was drafted to protect each party's intellectual property and describe how the documentary may be used.

ATTACHMENTS:

- CBCWA Videography Agreement draft 5-16-18 (DOCX)

**AGREEMENT BETWEEN THE CITY OF DE PERE
AND THE CENTRAL BROWN COUNTY WATER AUTHORITY
(Videographic History)**

THIS AGREEMENT is entered into this _____ day of _____, 2018, by and between the City of De Pere, a Wisconsin municipal corporation (“City”) and the Central Brown County Water Authority, a joint public water authority created and existing under Wis. Stats. §66.0823 (“CBCWA”), collectively referred to as “the Parties”.

WHEREAS, the Parties share general interest in wishing to provide historical information regarding the CBCWA and specific interest in promoting knowledge of the essential services provided by the CBCWA; and

WHEREAS, the City and CBCWA have individually created new works of art in the form of photography and videography, which are more specifically described below; and

WHEREAS, the Parties wish to memorialize their desire to inform the public about the CBCWA and promote its vital public services by creating and using video promotional tools created for that purpose.

NOW THEREFORE, upon the promises and obligations contained herein, together with such other consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. CITY PHOTOGRAPHIC AND VIDEO INTELLECTUAL PROPERTY

A. The City owns all rights, title and interest in the intellectual property, including copyright (common and statutory), patent and trademark, in the following described original photographic and video works, hereinafter “City Video Works:”

1. Video clip described as filling water glass, recorded spring 2018
2. Sarah Burdette interview clips, recorded fall 2017
3. Joe Linssen interview clips, recorded fall 2017
4. Rob Cowles interview clips, recorded fall 2017
5. Dave Vaclavik interview clips, recorded fall 2017
6. Larry Delo interview clips, recorded fall 2017
7. Ron Umentum interview clips, recorded fall 2017
8. Mike Walsh interview clips, recorded fall 2017
9. Cameron McCain interview clips, recorded fall 2017
10. Video clip described as MPU Building-Exterior, recorded winter 2018
11. Video clip described as MPU Water Treatment Plant-Exterior, recorded winter 2018

Central Brown County Water Authority
Videography Agreement

12. Video clip described as Micro-filtration plants on Lake Michigan, recorded winter 2018
13. Video clip described as MPU interior large pipes1, recorded winter 2018
14. Video clip described as MPU interior filtration1, recorded winter 2018
15. Video clip described as MPU interior filtration2, recorded winter 2018
16. Graphic image described as MPU micro-filtration plant-still image, recorded winter 2018
17. Video clip described as Water storage tank-tilt, recorded fall 2017
18. Video clip described as Water tanks and water tower, recorded fall 2017
19. Video clip described as Construction–water storage tanks-pan, recorded fall 2017
20. Video clip described as Ledgeview storage tanks-internal pipes1, recorded fall 2017
21. Video clip described as SCADA map of Brown County with values, recorded winter 2018
22. Video clip described as Water filtration compartments–pan, recorded winter 2018
23. Video clip described as Water filtration plant-interior pumps2, recorded winter 2018
24. Video clip described as MPU interior large pipes2, recorded winter 2018
25. Video clip described as Ledgeview storage tanks-internal pipes2, recorded fall 2017
26. Video clip described as Water filtration plant-interior pumps2, recorded winter 2018

B. Regarding CBCWA:

1. The City hereby grants permission to CBCWA to utilize the City Video Works for purposes of informing the public about the CBCWA and promote its vital public services, provided that the photos and/or videos are not modified in any form or fashion, and provided that CBCWA does not receive any form of revenue, payment, compensation, fee or cost-sharing arrangement, whether in the form of money, in-kind benefit, or repayment deferment or forgiveness for such use. No other use of the City Video Works is authorized hereunder.
2. The City Video Works and any copies thereof, in whole or in part, and all copyright and any other proprietary rights, including moral rights, are and will remain the sole property of the City, regardless of the use made of the same and in any format and are protected by United States copyright laws and trademark laws and international provisions.
3. CBCWA agrees and acknowledges that this permission confers no title of ownership and no right to rent, loan, license, sublicense, market, or sell the City Video Works or copies thereof, in whole or in part.

4. The City reserves the right to withdraw the permission granted hereunder. Such withdrawal to use photographic or video images shall be communicated in writing to the Parties as provided herein and may request any party to discontinue use of images.
5. City shall indemnify and save harmless CBCWA, its officers, officials, employees and agents from any and all claims of copyright, trademark infringement, or other action purporting to claim ownership of any interest in the City Video Works.

II. CBCWA PHOTOGRAPHIC AND VIDEO INTELLECTUAL PROPERTY

A. CBCWA owns all rights, title and interest in the intellectual property, including copyright (common and statutory), patent and trademark, in the following described original photographic and video work, hereinafter “CBCWA Video Works:”

1. Graphic image described as CBCWA logo
2. Graphic image described as CBCWA Membership Map
3. Graphic image described as Manitowoc Water Tower
4. Graphic image described as Manitowoc Public Utilities building
5. Graphic image described as Deal signing
6. Graphic image described as CBCWA Pipeline Map
7. Graphic image described as Construction – Pipe1
8. Graphic image described as Construction – Tunnel1
9. Graphic image described as Construction – Tunnel 2
10. Graphic image described as Construction – Micro-filtration plant
11. Graphic image described as Construction – Pipeline
12. Graphic image described as Construction – Rock Trencher
13. Graphic image described as Construction – Digging through road
14. Graphic image described as Construction – Cutting pipe
15. Graphic image described as Construction – Rock carts
16. Graphic image described as Construction workers
17. Graphic image described as Construction completed
18. Graphic image described as Construction – water storage tanks1
19. Graphic image described as Construction – water storage tanks2
20. Graphic image described as Construction – water storage tanks3
21. Graphic image described as Map of Brown County – pipeline
22. Graphic image described as Water Now and into the Future banner
23. Graphic image described as Simonson, Burdette, and Umentum

B. Regarding City:

1. CBCWA hereby grants permission to City to utilize the CBCWA Video Works for purposes of informing the public about the CBCWA and promote its vital public services, provided that City does not receive any form of revenue, payment, compensation, fee or cost-sharing arrangement, whether in the form of money, in-kind benefit, or repayment deferment or forgiveness for such use. No other use of the CBCWA Video Works is authorized hereunder, except for such modifications as are necessary for City's production of the compilation of City and CBCWA video clips as provided in paragraph I.A.19.
2. The CBCWA Video Works and any copies thereof, in whole or in part, and all copyright and any other proprietary rights, including moral rights, are and will remain the sole property of the CBCWA, regardless of the use made of the same and in any format and are protected by United States copyright laws and trademark laws and international provisions.
3. City agrees and acknowledges that this permission confers no title of ownership and no right to rent, loan, license, sublicense, market, or sell the CBCWA Video Works or copies thereof, in whole or in part.
4. CBCWA reserves the right to withdraw the permission granted hereunder. Such withdrawal to use photographic or video images shall be communicated in writing to the Parties as provided herein and may request any party to discontinue use of images.
5. CBCWA shall indemnify and save harmless City, its officers, officials, employees and agents from any and all claims of copyright, trademark infringement, or other action purporting to claim ownership of any interest in the CBCWA Video Works.

III. GENERAL PROVISIONS

- A. The parties may, from time to time, determine it necessary to revise the City Video Works (§I.A) and/or the CBCWA Video Works (§II.A), as they collectively agree upon in writing, such writing to be appended to this Agreement as subsequent exhibit(s) hereto.
- B. All notices permitted or required hereunder shall be sent, via first class mail, adequate postage prepaid, to the following:

Central Brown County Water Authority
Videography Agreement
Page 4 of 6

1. To the City: City of De Pere
Attn: Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115
2. To CBCWA: Central Brown County Water Authority
Attn: Manager
3100 Eaton Road
Bellevue, WI 54311

- C. Governing Law. This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Wisconsin, without regard to conflicts of law principles.
- D. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
- E. Severability. If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- F. Headings. The headings for sections herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
- G. Entire Agreement. This Agreement constitutes the entire agreement among and between the Parties, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the date and year first written above.

Central Brown County Water Authority
Videography Agreement
Page 5 of 6

CENTRAL BROWN COUNTY WATER AUTHORITY

By:

 Print Name:
 Title:

 Print Name:
 Title:

STATE OF WISCONSIN)
)SS.
 BROWN COUNTY)

Personally came before me this _____
 day of _____, 2018, the above
 named _____ and
 _____,
 known as the person(s) who executed the
 foregoing instrument and acknowledge the same.

 Notary Public:
 My Commission expires: _____

CITY OF DE PERE

By:

 Michael J. Walsh, Mayor

 Shana D. Ledvina, City Clerk-Treasurer

STATE OF WISCONSIN)
)SS.
 BROWN COUNTY)

Personally came before me this _____
 day of _____, 2018, the above
 named Michael J. Walsh, Mayor and
 Shana D. Ledvina, City Clerk-Treasurer, known as the
 the persons who executed the foregoing instrument
 and acknowledge the same.

 Notary Public:
 My Commission expires: _____

Attachment: CBCWA Videography Agreement draft 5-16-18 (7036 : Videography Agreement with the CBCWA)

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: June 12, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Request for Commercial Plan Review Delegation and Proposed Fee Schedule *

ATTACHMENTS:

- FP Comm Permit Delegation Memo (DOCX)
- DELEGATION_APP (PDF)
- PLAN REVIEW FEES (PDF)

City of De Pere MEMORANDUM



To: Finance/Personnel Committee
 From: Kimberly Flom, Development Services Director
 Date: June 12, 2018

RE: **Request to authorize application for Commercial Permit Review authority and corresponding fee structure.**

Request Summary

The City of De Pere currently reviews a wide variety of permit applications for work on one and two-family homes. All commercial plan review, however, is administered by the State via the Department of Safety and Professional Services (DSPS).

Current Commercial Plan Review Process

- Applicant submits plan set and fees to the State for review.
- State plan reviewers issue comments and applicant submits revised plans
- State approves plans set and sends authorization to the City
- City ensures all site plan or project related conditions are satisfied
- City issues building permit and conducts corresponding inspections

Generally, the State performs commercial plan review for most cities, villages and towns. Typically only first and second class cities conduct City Staff lead plan review. But, recently, there has been an effort by the Department of Safety and Professional Services to encourage communities that have credentialed inspectors to apply for delegation of commercial plan review.

In the past year, in particular, the State has been very busy with plan review, causing delays. Today, an applicant submitting a plan set can expect to see a 6-8 week hold before DSPS opens their drawings to begin the review. While large construction projects are often able to build into their schedule, it causes complications for the small renovation and remodeling projects. Several building owners and contractors choose to begin work without a permit and knowingly incur the double fees or other financial penalty to keep a project on schedule rather than waiting for the State to review an application.

Attachment: FP Comm Permit Delegation Memo (7040 : Commercial Plan Review Delegation and Fee Schedule *)

We propose that the City of De Pere apply for commercial plan review delegation in order to improve the efficiency of the development process, but also to ensure that more commercial building projects are code compliant from the beginning.

The following must be submitted to the State in order to be considered for commercial plan review delegation.

- Completed application (attached for review)
- Adoption of Wisconsin State Code applicable chapters (already included in Chapter 54 of our Municipal Ordinance).
- Authorization of Municipal Code Official (Senior Building Inspector) to enforce
- Duty of owners to submit for permits (permit application)
- Fee Schedule (a draft fee schedule is attached for review and consideration. This fee schedule, will need to be approved by ordinance and exactly mimics the fees already charged by DSPS)
- Appeals process
- Fines and penalties

If approved, the State will issue a certificate that delegates authority to complete plan examination and building inspection.

Administering commercial plan and permit review will be a new function of the Development Services Department and we will monitor workload to ensure that the quality of other services does not decline. To aid with that, the City will have the ability to require applicants to submit to the State rather than to the City. In order to establish some early guidelines, we propose that the City review all projects where the 'area of work' is less than 50,000 cubic feet and that the State review all projects where the 'area of work' is over 50,000 cubic feet. If approved, the City will continue to work closely with the State on all related building projects.

Recommendation

Staff requests authorization to apply for Delegated Municipal Authority in order to do 1) plan review and inspections of small commercial buildings and 2) plan review of small commercial building projects and inspections of all size buildings.

Wisconsin Department of Safety and Professional Services
 Division of Industry Services
 1400 East Washington Avenue
 PO Box 7302
 Madison WI 53707-7302



Phone: 608-266-2112
 Web: <http://dsps.wi.gov>
 Email: dsps@wisconsin.gov

1/19/2017

Application for Delegated Municipality Authority

Complete this application to request agent municipality delegation authority from the State of Wisconsin Department of Safety & Professional Services, Division of Industry Services based on the request described below. See the attached list of delegated municipality general obligations. Complete a separate application for each delegation request.

Select All Delegation you are Requesting:

Commercial Building

- ☒ 1. (Base Delegation) As a municipality (city, village, town or county) per s. SPS 361.60(5)(c) to do **plan review and inspections** of **small commercial buildings**.
- ☒ 2. As a municipality (city, village, town or county) per s. SPS 361.60(5)(c) to do **plan review** of **small commercial building projects** **and** authorization per s. 101.12(3)(g), Wis Stats., to do **inspections** of **all size buildings** in lieu of the department.
- ☐ 3. Per s. 101.12(3)(g), Wis Stats., to do **inspections only** of **all size buildings** within the municipality in lieu of the department.
- ☐ 4. As a **second class city** per s. SPS 361.60(5)(b) to do **plan review and inspections** for all the types of buildings and structures.
- ☐ 5. As an **appointed agent** per s. SPS 361.61 whereby a municipality (city, village, town or county) may request desired administrative responsibilities (e.g., fire sprinkler & fire alarm plan review only, or other expanded plan review beyond the limits outlined in options #1 & #2).
- If appointed agent status is requested, fill in the desired enforcement responsibilities:**

Fire Suppression/Fire Alarm Systems

- ☐ 1. Fire sprinkler and fire alarm plan review delegation for all types of buildings and structures.
- ☐ 2. Fire sprinkler and fire alarm inspection delegation for all types of buildings and structures.

Plumbing

- ☐ 1. Plan review and inspection of all plumbing projects in accordance with SPS 382.20 and Table 382.20-2.

Private On-Site Wastewater Treatment System (POWTS)

- ☐ 1. Plan review for POWTS that will completely utilize approved component manuals and products (check all that apply):
- ☐ Commercial ☐ Residential
- ☐ At Grade for DWF up to: _____ gpd
- ☐ Non-Pressurized In-ground for DWF up to: _____ gpd
- ☐ Pressurized In-ground for DWF up to: _____ gpd
- ☐ Mound for DWF up to: _____ gpd
- ☐ Drip-line for DWF up to: _____ gpd
- ☐ 2. Plan review for POWTS holding tanks based on $\geq$ 3,000 gpd estimated flow utilizing approved component manuals and products

Elevator

- ☐ 1. SPS 318.1012 Conveyance plan review and inspections as delegated municipality. Periodic inspections require Regulated Object ID information.

Boiler

- ☐ 1. Inspections per SPS 341.10 and 341.16. Periodic inspections require Regulated Object ID information.

Other

- ☐ 1. _____
- _____
- _____
- _____

Attachment: DELEGATION_APP (7040 : Commercial Plan Review Delegation and Fee Schedule *)

Primary Enforcement Contact:Your primary certified inspector/reviewer for such enforcement is Dennis T. JensenCredential # 268287Phone: 920-339-4053Email: djensen@mail.de-pere.org

Address (if different than municipality address below)

 Additional Enforcement Staff: Please complete for all other certified staff that will be involved.

Name	Credential#	Hours of Review or Inspection in the past 5 years

Large Building Plan Review Delegation: For delegation type 4, and type 5 if desiring plan review authority for all buildings, indicate who is your Wisconsin-registered architect or engineer with the commercial building inspector credential that will oversee commercial building enforcement.

 Architect or Engineer Reg.# **Required Submittals with this Application:**

- Attach your proposed or current ordinance showing: 1) adoption of the Wisconsin State Code applicable chapters, 2) authorization of municipal code official to enforce, 3) duty of owners to submit for permits, 4) fee schedule or reference to fees to be set by resolution 5) appeals process and 6) fines and penalties. Contact us for a model ordinance if desired.
- Additional information may be requested to complete delegation application review.

Note: Fees per s. SPS 302 are required to be remitted to our agency for projects depending upon delegation authorized.

I understand the applicable responsibilities and expectations for the type of delegation we are requesting and that they are municipal responsibilities, regardless of how we provide staffing for our enforcement program. I also understand that I will notify the DSPS of changes in enforcement staff and will adhere to reporting requirements of the specified program. Further, I understand the Department of Safety and Professional Services authority to audit and revoke delegation for failure to perform required duties.

Dennis T. Jensen Senior Building Inspector
Signature of Authorized Municipal Official Title Date

Name (printed)
Municipality
Address
City, Zip Code

Return to:

Division of Industry Services

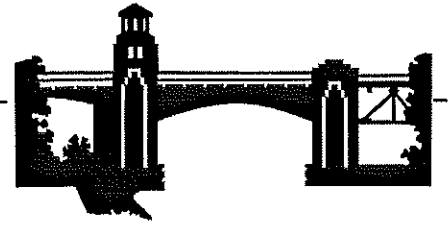
Division Administrator

PO Box 7302

Madison, WI 53707-7302

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>



City of De Pere Commercial Building Plan Review Fees

Building, HVAC and Alteration plans. Fees relating to the submittal of all new building and additions thereto, HVAC, and alterations to existing buildings shall be calculated on the basis of the total gross floor area for each building, area of addition or area of alteration shall be determined to the table below.

Area (square Feet)	Building Plans	HVAC Plans	Alteration Plans
Less than 2,000	\$ 250.00	\$150.00	\$200.00
2,001 – 5,000	\$ 350.00	\$200.00	\$ 250.00
5,001 - 10,000	\$ 500.00	\$ 300.00	\$400.00
10,001 -20,000	\$ 700.00	\$ 400.00	\$ 600.00
20,001 – 30,000	\$ 1,100.00	\$ 500.00	\$ 1,000.00
30,001 – 40,000	\$ 1,400.00	\$ 800.00	\$ 1,3000.00
40,001 -50,000	\$1,900.00	\$ 1,100.00	\$ 1,800.00
50,001 – 60,000	\$2,600.00	\$ 1,400.00	\$ 2,4000.00
60,001 -100,000	\$ 3, 300.00	\$ 2,000.00	\$ 3,000.00

City of De Pere, Wisconsin**Request For Finance/Personnel Committee Action**

MEETING DATE: June 12, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Sale and Purchase Agreement Terms with CMR, LLC for property located at 1512-1536 American Court (Parcel WD-1626) *

ATTACHMENTS:

- CMR LLC FP Memo 6-2018 (PDF)

City of De Pere MEMORANDUM



To: Finance & Personnel Committee
 From: Kimberly Flom, Development Services Director
 Date: June 12, 2018

RE: **Purchase/Sale Terms with CMR, LLC for property located at 1512-1536 American Court (Parcel WD-1626).**

CMR, LLC, represented by Mark Soderland and Cindy Leiterman, would like to acquire a 1.66 acre parcel of property in the West Industrial Park (WD-1626) in order to construct a building for an Indoor Rock Climbing business. The property is located on American Court and is part of a cluster of properties that the City rezoned from C-E-O to I-B-2 in 2017.



Property Location

Attachment: CMR LLC FP Memo 6-2018 (7001 : CMR, LLC WD-1626 Purchase Sale Terms *)

A TID incentive is proposed for this project that includes the following terms:

1. A proposed 6,000 s.f. metal frame building (with appropriate façade materials as required by Code) for an indoor recreation use (specifically an indoor climbing gym). Building to be 36' tall at the tallest point.
2. Approvals for indoor recreation as a land use on the property.
3. Guaranteed Assessed value of \$650,000.
4. Compliance with all City codes, particularly as related to design standards and landscaping.
5. Acquisition of City property (Parcel WD-1626) at listed price of \$35,000/acre (estimated 1.66 acres = \$58,100).
6. Final purchase/sale agreement to be reviewed and decided upon by City Council.
7. Project completion (full assessment) by January 1, 2019

Project Incentive Option – Land Grant and Developer Grant

10% Total Incentive Package (\$65,000)

- \$58,100 Land Cost (at \$35,000/acre – assuming 1.66 acres) repaid through TID increment.
- \$6,900 Developers Grant paid after full occupancy is granted.
- PILOT would be required if Assessed Value falls under \$650,000.

Previously approved TID Incentives for the West Industrial Park generally range from 10% to 25% of guaranteed assessed value. Factors that influenced the terms proposed for this project include:

- 1) Project is a new business that does not exist in the region and would generate new jobs.
- 2) Project would create synergy with nearby Indoor Recreational Use (Battlehouse/Ninja Warrior).
- 3) Project is located in newly created TID #11 which will generate increment until 2034.

The following reviews anticipated for this project:

- Purchase/Sale Agreement Terms (Finance/Personnel Committee)
- Site Plan (Plan Commission)
- Land Use Determination (Plan Commission)
- Purchase Sale Agreement (Common Council)

If the Finance and Personnel Committee approves the proposed terms, the City will draft a Developer's Agreement that will be reviewed by the Common Council at a future meeting. The Developer's Agreement will not be finalized until required land use and site plan approvals are secured.

Please contact me (kflom@mail.de-pere.org or 920-339-4043) with any questions regarding this item.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: June 12, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Consideration of Proposed Redevelopment of 428 N. Superior Street
(Irwin School) and hiring Robert W. Baird & Co for consulting
work on creating TID #14 for such redevelopment *

ATTACHMENTS:

- TID 14 and 428 Superior FP Report 6-2018 (PDF)
- MKEView Introduction 9.18.2016 (PDF)
- Irwin School Development (PDF)
- tif14 proforma1 (PDF)
- General Consulting Services Agreement-DePere 2018 - TIF 14 (PDF)

City of De Pere MEMORANDUM



To: Finance & Personnel Committee
From: Kimberly Flom, Economic Development & Planning Director
Date: June 12, 2018

RE: **Proposal to create TID #14 in order to support proposed redevelopment of 428 N. Superior Street (Parcel ED-477), also known as the Irwin School.**

Milwaukee View, a development company, currently has a purchase contract for the former Irwin School located at 428 N. Superior Street. The building, constructed in 1924 and later renovated into offices in the late 1980's, has been vacant for 10+ years. The Irwin School is listed on both the state and national historic registers and is also part of the North Michigan Street/North Superior Street Historic District. The building was designed using the Collegiate Gothic architectural style.

Milwaukee View specializes in residential development, with a particular niche for adaptive reuse of historic buildings.



Property Location

Property History

In 1988, the Council rezoned the property to B2-PDD in order to accommodate the conversion of the school into multi-tenant office space. The building has been vacant for 10+ years.

In 2015, Tadych Investment Partners proposed to rezone the site from B2-PDD to RD-PDD in order to develop 10 single-family homes. The Common Council approved the ordinance by a split vote, which then required a second reading. The request for rezoning was withdrawn prior to the second reading and the rezoning and project did not move forward.

Since then, many have developers reviewed the site for potential residential redevelopment options, but have not moved forward. Many noted cost consideration as a deterrent for renovating the building.

The property is located only a few blocks outside the Downtown core in an established, and historic, neighborhood. Residential infill on this area would likely be in high demand due to the proximity to amenities and the strength of the local school district. Increasing density in near-downtown neighborhoods is one way to bolster the vitality of Downtown De Pere. Preserving historic and high character buildings has been noted as a priority in many of the City's planning and guiding documents.

Redevelopment Proposal

Milwaukee View has the property under contract and proposes to renovate the Irwin School into 8-10 condominiums and utilizing the balance of the property in order to construct 10-12 new for-sale townhome buildings. More information about their company, and conceptual renderings, are attached for review.



Conceptual Imagery by Milwaukee View

Milwaukee View analyzed multiple development scenarios when researching the site, but none resulted in a positive cash flow without some level of City financial participation. Milwaukee View also explored Historic Tax Credits and HUD Financing, but neither was viable due to the small scale of the project. Because the site has been vacant for so long, the City is able to create blight TID District in order to offer financial assistance.

In order for the project to work, Milwaukee View requests a \$1.5M Tax Increment Financing (TIF) developers grant in order to cover the financial gap project for the project. Baird provided the attached cash flow proforma that estimates that a \$1.5M bonded developer grant incentive could be recovered by 2040.

To move this project forward, we request that staff be authorized to begin the creation of TID #14 and enter into concurrent negotiations with Milwaukee View for the redevelopment of the Irwin School property.



Proposed TID #14 Boundary

Project Considerations

- The site has been vacant and for sale for 10+ years. Although the school is both historically significant and structurally viable, significant expense is needed to convert the building into viable residential units.
- Other traditional financing mechanisms used for adaptive reuse projects, like historic tax credits or HUD financing, do not work on this site due to the small scale of the project.
- The City generally reviews incentive packages as a percentage of the proposed net assessed value. The developer proposes an assessed value of \$4.5M to \$5M (assessed value of existing site = \$574,200). A \$1.5M developer's grant represents 33% to 38% of the net assessed value. Previously approved incentive offers generally fall within 10% to 15% in the industrial parks and 20% to 30% in the downtown.
- While the requested developer incentive is higher than typically reviewed, it would be paired with the creation of a new blight TID district, maximizing the time length to recoup the City's investment.
- The attached cash flow analysis and estimated assessed values are a conservative starting point. We anticipate working with the developer while the TID is being created in order to reduce the City's investment risk, either by increasing density and assessed value or by including a true up provision in the Developer's Agreement.
- The property currently generates approximately \$12,000 in annual property taxes. If developed as proposed, the property will likely generate more than \$120,000 in annual property taxes after the TID expires in 2045.

- Current development financial analysis completed by Milwaukee View indicates that some level of financial assistance is likely needed even if the school is demolished.

If approved, we anticipate, at a minimum, the following additional reviews and approvals for this project:

1. Create TID #14: *Authorization to hire a consultant and begin creation of TID #14.*
2. Developer Agreement with Milwaukee View: *Negotiate Developer Agreement terms with Milwaukee view for the requested incentive.*
3. Rezoning: *Rezone to a Residential-PD District for the proposed condominium and townhome units.*

Staff would facilitate above reviews concurrently, and anticipate that the zoning and developer agreement approvals would be in place prior to, or parallel with, the creation of the TID by the fall of 2018. TID 14 is proposed to be submitted to the State for review with an effective date of January 1, 2018. If zoning or developer agreement approvals are not secured, the TID effort would possibly be terminated, or continued pending interest from another entity to redevelop the site.

TID #14 Consultant

A Tax Increment District must be created for this project to move forward as proposed. Based on the work completed for TID #13, and the preliminary analysis completed for this project, Staff recommends hiring Baird to help create TID #14 for \$6,750. The scope of work includes:

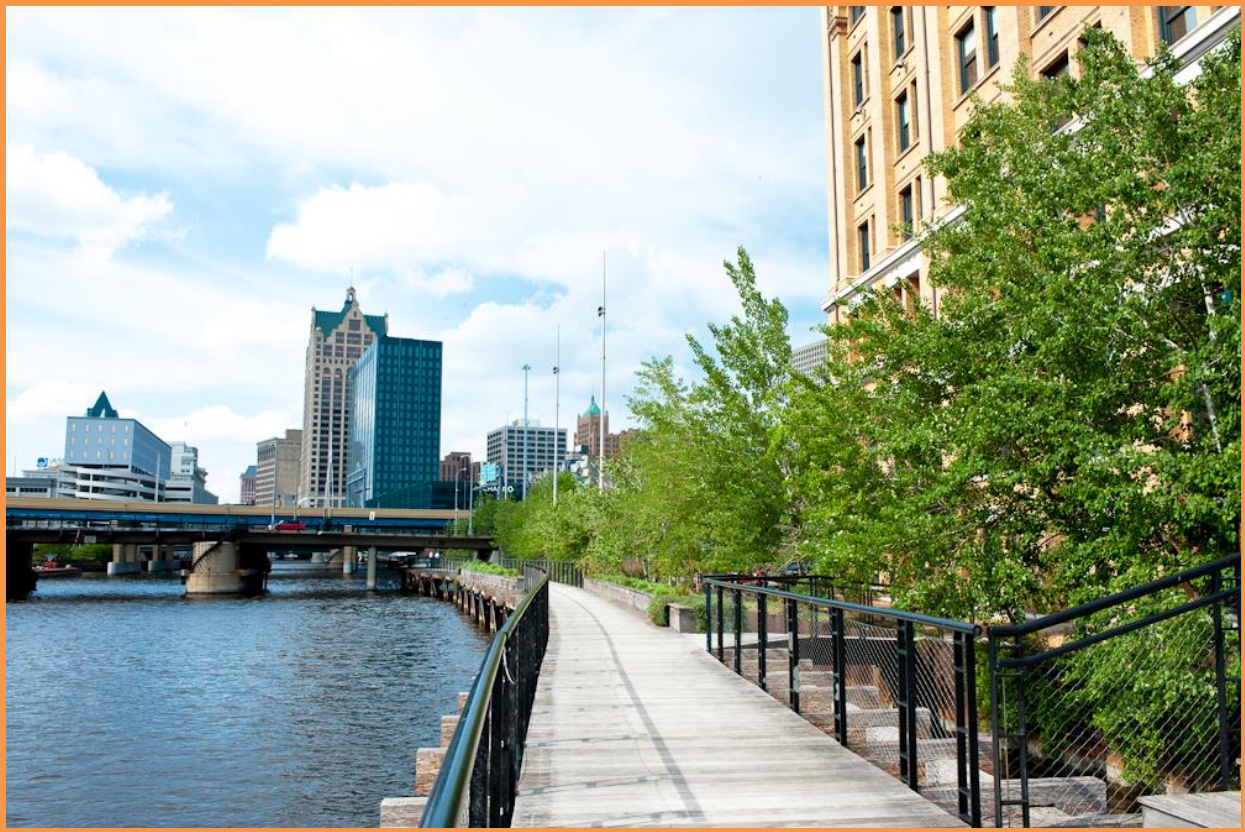
- Assist in discussions with potential developers/property owners.
- Assist in the evaluation of the type of TID District.
- Evaluate economic feasibility of various TID scenarios.
- Develop TID creation timeline.
- Develop project plan (with exception of mapping).
- Meet with City staff to facilitate analysis/discussion of the TID Plan.
- Meetings with City staff, committees and boards as needed.

Recommendation

Staff recommends hiring Baird to complete the work needed to complete TID #13 at an amount of \$6,750 and also directs staff to work with Milwaukee View in order to secure the necessary rezoning and Developers Agreements needed to redevelop Parcel ED-477 (428 Superior) into a project with a guaranteed assessed value of no less than \$4,500,000.

Funds for Baird's contract are anticipated to be repaid to the City via the new TID District.

Please contact me (kflom@mail.de-pere.org or 920-339-4043) with any questions regarding this item.



MILWAUKEE VIEW, LLC.

INTRODUCTION



Introduction

Overview

A Milwaukee based real estate firm specializing in development, construction, and property management of their privately held portfolio.

MKEView began with the purchase of our first building in Milwaukee's Historic Third Ward in June of 2013. The business was incorporate six months later in January of 2014 with the purchase of our second building in Milwaukee's Riverwest neighborhood.

Corporate Office: 241 N. Broadway, Suite #600, Milwaukee, WI 53202

We are licensed General Contractors for both the state of Wisconsin, and the city of Milwaukee.

Our Mission

To invest, develop, construct, and manage real estate assets professionally and profitably with integrity and focus, consistent with community vision, in markets in which we are considered experts.

Our Philosophy

We are committed to meeting the demands Milwaukee's growing rental market and creating exceptional lifestyle opportunities for our residents. Our rental homes feature high quality finishes, lifestyle amenities, and a social conscience for conservation and sustainability. MKEView's experienced team brings a proven track record that delivers results for our residents, partners, shareholders and community stakeholders.

We have been fortunate to develop great relationships with many valued partners, and look forward to expanding on those existing relationships and building new ones. The experience of our people, their innovative thinking, our commitment to quality and a culture built on trust will continue to be the foundation of the properties that we develop, construct, and own.

MKEView takes its relationships and responsibilities with its customers very seriously. We encourage an environment of professionalism where deeply felt principles and values guide everything we do. We bring passion and purpose to our work, and are committed to providing the highest level of service to our residents, partners and employees.

We believe that achieving our goals is dependent upon our intellectual capital. We are heavily focused on attracting talented people, on recognizing and rewarding excellence, and, most importantly, providing the opportunity for our people to grow through significant investment in their career and their personal development.



Internal Team

MKEView's founding partners have a diverse set of talents and experiences. Don't let the fancy titles confuse you. We spend the vast majority of our time in "Sweat Equity" pursuits. This will certainly change as our company expands, and we grow into our titles, but for now...this is our crew:



Lindsey Bovinet
President/CEO

Responsible for leadership and company vision.

Education:
Bachelor of Arts, UW Stout - 1975

Work History:
Interior Systems Inc. 1979 to current -
Founder/Chairman of the Board



Lindsey Susan Bortner
Business Manager

Responsible for day-to-day management of our business office, leasing, and advertising.

Education:
University of Wisconsin-Milwaukee: Bachelors in
Business-Marketing

Work History:
Laacke & Joys, Interior Systems, Inc.



Laura Bovinet
Creative Manager

Responsible for design development and coordination with architects and designers.

Education:
Columbia College – Study Abroad Italy - 2004
Bachelors Fine Arts – School of the Art Institute of
Chicago – 2006
Ox-Bow Summer School of Art - 2006
Masters Fine Arts – Massachusetts College of Art
and Design - 2011

Work History:
Freelance Artist, Pratt Institute, Crate & Barrel, The
Home Depot, Interior Systems, Inc.



Corey Bortner
Maintenance/Security Manager

Responsible for 24/7 on-call property maintenance,
security, safety, and contractor supervision.

Education:
Bachelors - University of Phoenix – Milwaukee - 2011

Work History:
Bergstrom Automotive, Interior Systems Inc., Dawes
Rigging and Crane Rental



Anuj Rastogi
Director of Finance & Investments

Responsible for financial strategy, acquisition &
development, and investment across real estate
portfolio.

Education:
Cornell University - dual degree in Finance &
Natural Resources

Work History:
Financial consultant for government sponsored
entities in New York City
Alternative investment firm in Milwaukee
Commercial real estate PE group in Milwaukee

External Team


 The logo for Insight Advisors features the word "INSIGHT" in a green, sans-serif font, followed by "ADVISORS" in a white, sans-serif font inside a green rectangular box. A dashed vertical line and a small circular graphic are positioned between the two words.

INSIGHT ADVISORS

Over 30 years of hands-on real estate development and banking experience using strategic vision to advance business. A resourceful, thorough and focused leader with time tested ability to produce results through creative problem solving, vision, alignment of interests and strategic planning. Effective in fast paced, rapidly evolving environments. Specialties: Real Estate and Corporate Advisory, Client Negotiations with Lenders, Real Estate Development, Business Start-Up & Wind Down/Closing, Real Estate Portfolio "Work Out", Receiverships, Settlements to Save Guarantee, Forbearance Agreements, Bank Services, Strategic Planning, M&A, Marketing, Team Building, Investor Relations.


 The Baker Tilly logo consists of a stylized blue bird icon to the left of the words "BAKER TILLY" in a blue, serif font. Below this, the tagline "Candor. Insight. Results." is written in a smaller, blue, sans-serif font.

BAKER TILLY

Candor. Insight. Results.

More than 1,700 professionals strong, Baker Tilly is a full-service accounting and advisory firm with specialized professionals who connect with their clients and their businesses through refreshing candor and clear industry insight. Founded in 1931, they are now one of the top 20 largest accounting and advisory firms in the US. Baker Tilly has achieved dynamic growth while maintaining a commitment to our core values.


 The logo for Reinhart Boerner Van Deuren s.c. features the word "Reinhart" in a large, blue, serif font, with a blue swoosh underline. Below it, "Boerner Van Deuren s.c. Attorneys at Law" is written in a smaller, blue, sans-serif font.

Reinhart

Boerner Van Deuren s.c. Attorneys at Law

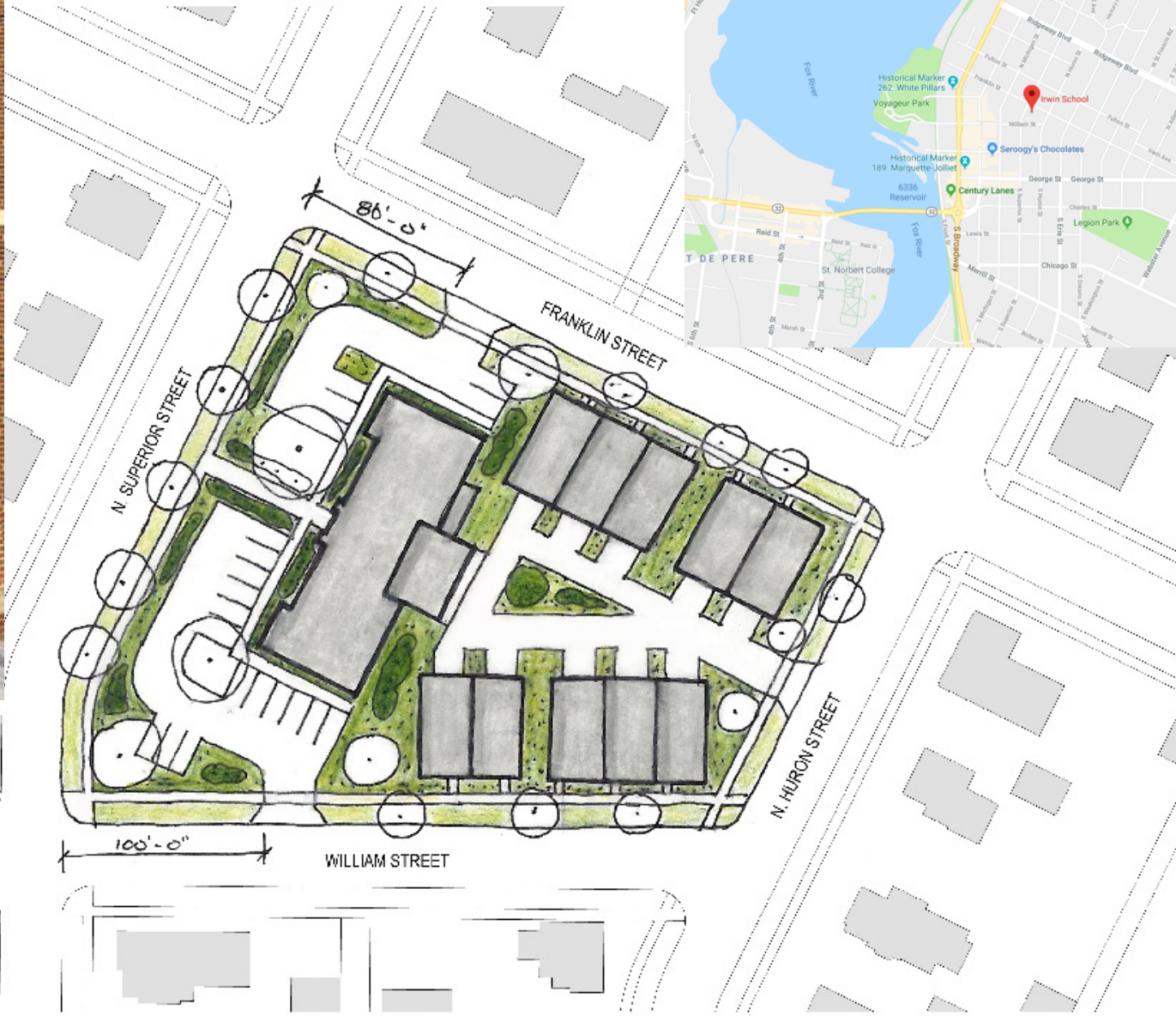
Reinhart Boerner Van Deuren s.c. serves business needs with innovation, focus and commitment. More than 200 attorneys are dedicated to providing service efficiently and cost effectively from Reinhart's seven offices throughout the country. Founded in 1894, Reinhart serves public and privately held corporations, financial institutions and family-owned businesses. Throughout its history, Reinhart has relied on entrepreneurship, teamwork and dedicated service to help its clients achieve their business goals.


 The logo for Continuum Architects + Planners, S.C. features the word "CONTINUUM" in a large, gold, serif font, with a gold circular graphic to the left of the "O". Below it, "ARCHITECTS + PLANNERS, S.C." is written in a smaller, gold, sans-serif font.

CONTINUUM

ARCHITECTS + PLANNERS, S.C.

Falamak Nourzad, Ursula Twombly and Robert Barr formed Continuum Architects + Planners in the summer of 1996. Their architectural practice is built on the diverse professional experiences of the partners and key staff. The firm's experience spans housing, offices, laboratories, healthcare, industrial, retail, and educational facilities. The partners are committed to maintaining the firm's medium size to better serve clients in a more personal environment. This vision of architecture as positive and personal remains the bedrock of Continuum's philosophy.



continuum
ARCHITECTS + PLANNERS

IRWIN SCHOOL SITE PLAN, DE PERE, WI
CAP PROJECT NO: M1710-01 | 11/14/2017

IRWIN SCHOOL TOWNHOMES

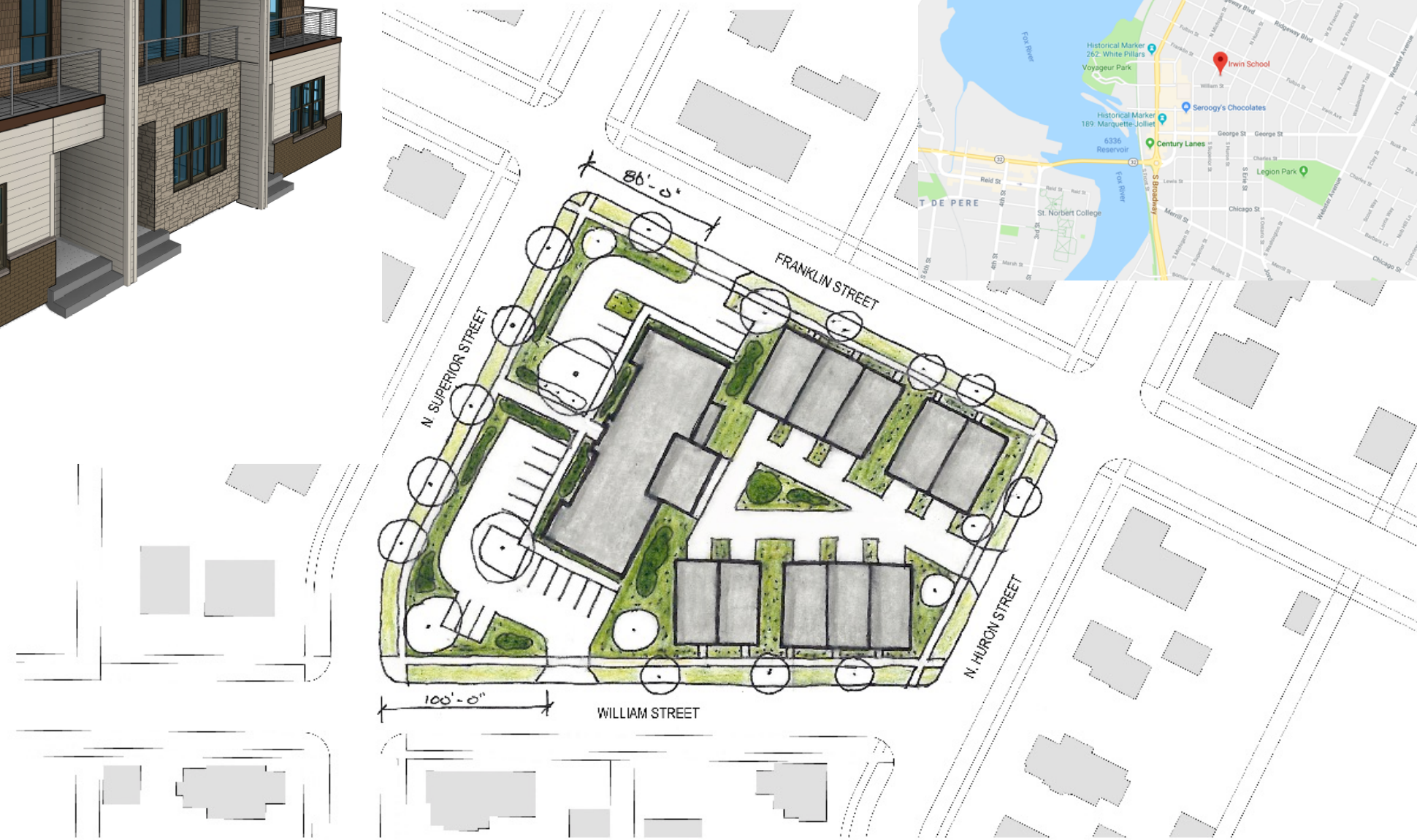
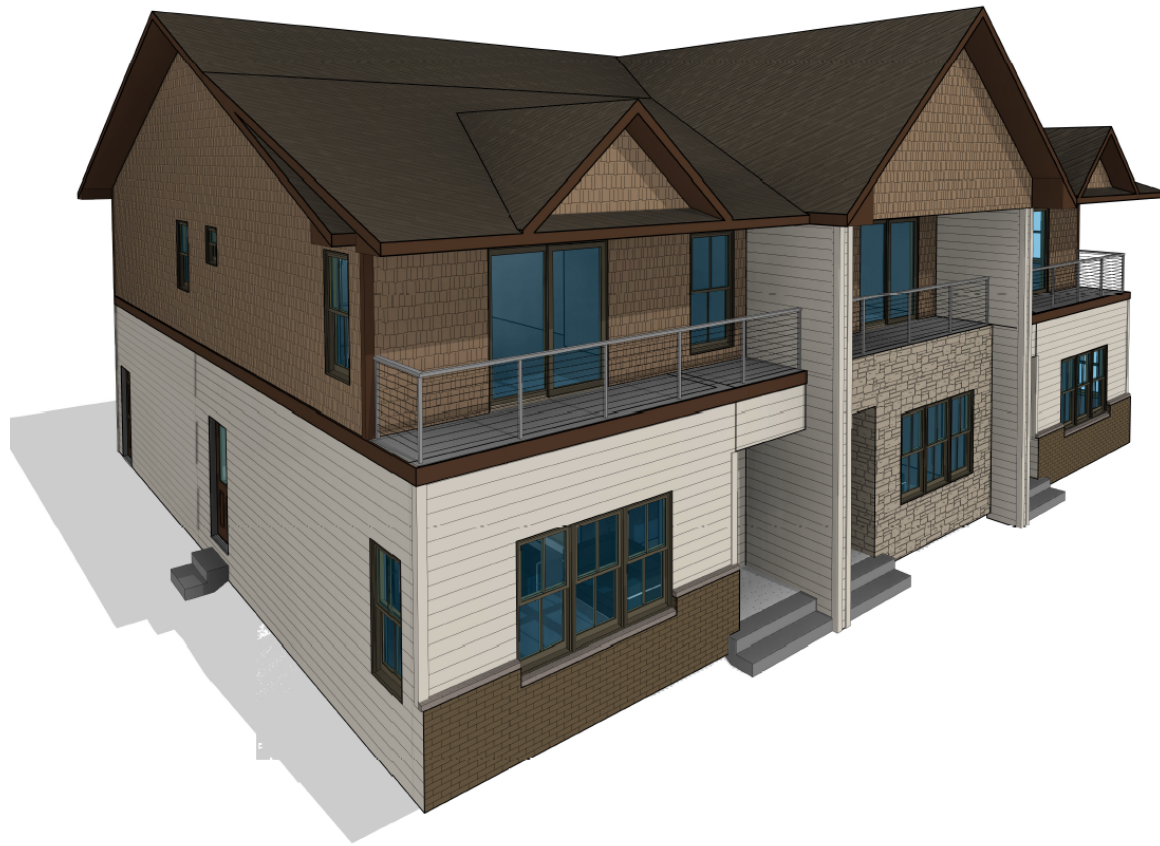
DE PERE, WISCONSIN

MILWAUKEE VIEW, LLC

225 ST. PAUL AVENUE

MILWAUKEE, WI 53202







IRWIN SCHOOL SITE PLAN, DE PERE, WI

CAP PROJECT NO: M1710-01 | 11/14/2017

IRWIN SCHOOL TOWNHOMES

DE PERE, WISCONSIN

MILWAUKEE VIEW, LLC

225 ST. PAUL AVENUE

MILWAUKEE, WI 53202



Preliminary

BAIRD

City of De Pere

Tax Increment District No. 14

Cash Flow Proforma Analysis

Assumptions	
Annual Inflation During Life of TID.....	1.00%
2017 Gross Tax Rate (per \$1000 Equalized Value).....	\$21.86
Annual Adjustment to tax rate.....	0.00%
Investment rate.....	0.50%
Data above dashed line are actual	

Background Data					
	(a)	(b)	(c)	(d)	(e)
Year	TIF District Valuation	Inflation Increment	Construction Increment	TIF Increment Over Base	Tax Rate
	(January 1)			(f)	
	Base Value				
	\$580,000				
2018	\$580,000	\$5,800	\$3,020,000	\$3,025,800	\$21.86
2019	\$3,605,800	\$36,058	\$1,400,000	\$4,461,858	\$21.86
2020	\$5,041,858	\$50,419		\$4,512,277	\$21.86
2021	\$5,092,277	\$50,923		\$4,563,199	\$21.86
2022	\$5,143,199	\$51,432		\$4,614,631	\$21.86
2023	\$5,194,631	\$51,946		\$4,666,578	\$21.86
2024	\$5,246,578	\$52,466		\$4,719,043	\$21.86
2025	\$5,299,043	\$52,990		\$4,772,034	\$21.86
2026	\$5,352,034	\$53,520		\$4,825,554	\$21.86
2027	\$5,405,554	\$54,056		\$4,879,610	\$21.86
2028	\$5,459,610	\$54,596		\$4,934,206	\$21.86
2029	\$5,514,206	\$55,142		\$4,989,348	\$21.86
2030	\$5,569,348	\$55,693		\$5,045,041	\$21.86
2031	\$5,625,041	\$56,250		\$5,101,292	\$21.86
2032	\$5,681,292	\$56,813		\$5,158,105	\$21.86
2033	\$5,738,105	\$57,381		\$5,215,486	\$21.86
2034	\$5,795,486	\$57,955		\$5,273,441	\$21.86
2035	\$5,853,441	\$58,534		\$5,331,975	\$21.86
2036	\$5,911,975	\$59,120		\$5,391,095	\$21.86
2037	\$5,971,095	\$59,711		\$5,450,806	\$21.86
2038	\$6,030,806	\$60,308		\$5,511,114	\$21.86
2039	\$6,091,114	\$60,911		\$5,572,025	\$21.86
2040	\$6,152,025	\$61,520		\$5,633,545	\$21.86
2041	\$6,213,545	\$62,135		\$5,695,681	\$21.86
2042	\$6,275,681	\$62,757		\$5,758,437	\$21.86
2043	\$6,338,437	\$63,384		\$5,821,822	\$21.86
2044					
2045					
	\$1,401,822	\$4,420,000			

Revenues		
	(f)	(g)
Year	Tax Revenue	Investment Proceeds
	(h)	Total Revenues
2018	\$0	\$0
2019	\$0	\$0
2020	\$66,144	\$66,144
2021	\$97,536	\$97,536
2022	\$98,638	\$98,638
2023	\$99,752	\$99,752
2024	\$100,876	\$100,876
2025	\$102,011	\$102,011
2026	\$103,158	\$103,158
2027	\$104,317	\$104,317
2028	\$105,487	\$105,487
2029	\$106,668	\$106,668
2030	\$107,862	\$107,862
2031	\$109,067	\$109,067
2032	\$110,285	\$110,285
2033	\$111,514	\$111,514
2034	\$112,756	\$112,756
2035	\$114,011	\$114,011
2036	\$115,277	\$115,277
2037	\$116,557	\$116,557
2038	\$117,849	\$117,849
2039	\$119,155	\$119,155
2040	\$120,473	\$120,473
2041	\$121,804	\$121,804
2042	\$123,149	\$123,149
2043	\$124,508	\$124,508
2044	\$125,879	\$125,879
2045		
	\$2,734,734	\$7,211
		\$2,741,945

Example New Issue	
\$1,000,000	
Taxable G.O. Bonds	
Dated December 1, 2018	
Amount for Projects.....	\$1,000,000
Capitalized Interest.....	\$0
Cost of Issuance (est.).....	\$0
Rounding.....	\$0
Less: Reoffering Premium.....	\$0

Example Developer Incentive	
\$500,000	
Developer Outlay / Repayment	
Beginning December 1, 2018	
Developer Outlay.....	\$500,000
Total Int. Due to Developer.....	\$0
Total Payments to Developer.....	\$500,000
Shortfall to Developer.....	\$0

Expenditures				
(i)	(j)	(k)	(l)	(m)
Principal	Interest	Debt Service	Developer Outlay	Interest Due to Developer
(12/1)	(6/1 & 12/1)			
	AVG = 4.50%			EST. RATE = 0.00%
2018	\$45,000	\$45,000		\$0
2019	\$45,000	\$45,000	\$500,000	\$0
2020	\$45,000	\$45,000		\$0
2021	\$20,000	\$45,000	\$915	\$915
2022	\$40,000	\$44,100	\$84,100	\$10,749
2023	\$40,000	\$42,300	\$82,300	\$13,071
2024	\$45,000	\$40,500	\$85,500	\$11,401
2025	\$45,000	\$38,475	\$83,475	\$13,921
2026	\$50,000	\$36,450	\$86,450	\$12,449
2027	\$50,000	\$34,200	\$84,200	\$15,167
2028	\$50,000	\$31,950	\$81,950	\$17,893
2029	\$55,000	\$29,700	\$84,700	\$16,629
2030	\$55,000	\$27,225	\$82,225	\$19,555
2031	\$55,000	\$24,750	\$79,750	\$22,489
2032	\$60,000	\$22,275	\$82,275	\$21,434
2033	\$65,000	\$19,575	\$84,575	\$20,568
2034	\$65,000	\$16,650	\$81,650	\$23,891
2035	\$70,000	\$13,725	\$83,725	\$23,225
2036	\$75,000	\$10,575	\$85,575	\$22,748
2037	\$80,000	\$7,200	\$87,200	\$22,462
2038	\$80,000	\$3,600	\$83,600	\$26,366
2039			\$94,279	\$94,279
2040			\$95,373	\$90,788
2041			\$96,541	\$0
2042			\$98,089	\$0
2043			\$99,656	\$0
2044			\$101,240	\$0
2045			\$102,844	\$0
	\$1,000,000	\$578,250	\$1,578,250	\$930,956
			\$500,000	\$0
				\$500,000
				\$2,078,250

TID Status		
(r)	(s)	(t)
Annual Balance	Year End Cumulative Balance	Cost Recovery
(December 31)		
2018	(\$45,000)	(\$45,000)
2019	(\$45,000)	(\$90,000)
2020	\$229	(\$89,771)
2021	\$2,687	(\$87,084)
2022	\$3,268	(\$83,816)
2023	\$2,850	(\$80,966)
2024	\$3,480	(\$77,486)
2025	\$3,112	(\$74,374)
2026	\$3,792	(\$70,582)
2027	\$4,473	(\$66,109)
2028	\$4,157	(\$61,951)
2029	\$4,889	(\$57,063)
2030	\$5,622	(\$51,440)
2031	\$5,358	(\$46,082)
2032	\$5,142	(\$40,940)
2033	\$5,973	(\$34,967)
2034	\$5,806	(\$29,161)
2035	\$5,687	(\$23,474)
2036	\$5,615	(\$17,858)
2037	\$6,591	(\$11,267)
2038	\$23,570	\$12,303
2039	\$28,428	\$40,731
2040	\$120,677	\$161,408
2041	\$122,612	\$284,020
2042	\$124,569	\$408,589
2043	\$126,551	\$535,139
2044	\$128,555	\$663,695
2045		

Type of TID: Blight Elimination
 2018 TID Inception (____/____/____)
 2040 Final Year to Incur TIF Related Costs
 2045 Maximum Legal Life of TID (27 Years)

(1) Increment per City Estimates. \$280,000 per townhome with 5 being built in 2019 and the remaining in 2020. \$1,620,000 guaranteed value for condos in 2019.

Robert W. Baird & Co. Incorporated ("Baird") is not recommending any action to you. Baird is not acting as an advisor to you and does not owe you a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934. Baird is acting for its own interests. You should discuss the information contained herein with any and all internal or external advisors and experts you deem appropriate before acting on the information. Baird seeks to serve as an underwriter (or placement agent) on a future transaction and not as a financial advisor or municipal advisor. The primary role of an underwriter (or placement agent) is to purchase, or arrange for the placement of, securities in an arm's length commercial transaction with the issuer, and it has financial and other interests that differ from those of the issuer. The information provided is for discussion purposes only, in seeking to serve as underwriter (or placement agent). See "Important Disclosures" contained herein.

Attachment: tif14 proforma1 (7000 : 428 Superior Redevelopment and TID 14*)

IMPORTANT DISCLOSURES

Robert W. Baird & Co. Incorporated ("Baird") is not recommending that you take or not take any action. Baird is not acting as financial advisor or municipal advisor to you and does not owe a fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to you with respect to the information contained herein and/or accompanying materials (collectively, the "Materials"). Baird is acting for its own interests. You should discuss the Materials with any and all internal or external advisors and experts that you deem appropriate before acting on the Materials.

Baird seeks to serve as underwriter in connection with a possible issuance of municipal securities you may be considering and not as financial advisor or municipal advisor. Baird is providing the Materials for discussion purposes only, in anticipation of being engaged to serve as underwriter (or placement agent).

The role of an underwriter includes the following: Municipal Securities Rulemaking Board Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors. An underwriter's primary role is to purchase the proposed securities to be issued with a view to distribution in an arm's length commercial transaction with the issuer. An underwriter has financial and other interests that differ from those of the issuer. An underwriter may provide advice to the issuer concerning the structure, timing, terms, and other similar matters for an issuance of municipal securities. Any such advice, however, would be provided in the context of serving as an underwriter and not as municipal advisor, financial advisor or fiduciary. Unlike a municipal advisor, an underwriter does not have a fiduciary duty to the issuer under the federal securities laws and is therefore not required by federal law to act in the best interests of the issuer without regard to its own financial or other interests. An underwriter has a duty to purchase securities from the issuer at a fair and reasonable price but must balance that duty with its duty to sell those securities to investors at prices that are fair and reasonable. An underwriter will review the official statement (if any) applicable to the proposed issuance in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the proposed issuance.

The Materials do not include any proposals, recommendations or suggestions that you take or refrain from taking any action with regard to an issuance of municipal securities and are not intended to be and should not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 or Rule 15Ba1-1 thereunder. The Materials are intended to provide information of a factual, objective or educational nature, as well as general information about Baird (including its Public Finance unit) and its experience, qualifications and capabilities.

Any information or estimates contained in the Materials are based on publicly available data, including information about recent transactions believed to be comparable, and Baird's experience, and are subject to change without notice. Baird has not independently verified the accuracy of such data. Interested parties are advised to contact Baird for more information.

If you have any questions or concerns about the above disclosures, please contact Baird Public Finance.

IRS Circular 230 Disclosure: To ensure compliance with requirements imposed by the IRS, we inform you that the Materials do not constitute tax advice and shall not be used for the purpose of (i) avoiding tax penalties or (ii) promoting, marketing or recommending to another party any transaction or matter addressed herein.

GENERAL CONSULTING SERVICES AGREEMENT

THIS GENERAL CONSULTING SERVICES AGREEMENT (this “Agreement”) is entered as of this 20th day of April, 2018 by and between City of De Pere, Wisconsin (“Client”) and Robert W. Baird & Co. Incorporated (“Baird”).

RECITALS:

WHEREAS, Client seeks to retain Baird to provide general consulting services and Baird desires to provide such services, on the terms set forth in this Agreement;

WHEREAS, Client understands and acknowledges that the services to be provided under this Agreement are regarding the development of a TIF district and does not contemplate or relate to a future issuance of municipal securities; and

WHEREAS, Client’s decision to retain Baird to provide general consulting services and Client’s execution and delivery of this Agreement have been approved by all necessary action on the part of Client.

NOW THEREFORE, the parties hereto agree as follows:

I. Scope of Work

Baird shall provide the following general consulting services to Client, if and when requested by Client:

- Assist in discussions with potential developers
- Assist in the evaluation of the type of TIF District
- Evaluate economic feasibility of various TIF District scenarios
- Develop TIF District #14 creation timeline
- Draft TIF District #14 project plan (with the exception of mapping)
- Meet with City staff (in person or electronically) to facilitate analysis/discussion of the TIF District #14 project plan
- Attend public meetings (in person or electronically) to present the TIF District #14 project plan
- Assist the City in compiling the necessary documents for submission to DOR.

II. Financial Advisory or Underwriting Services

This Agreement pertains only to general consulting services and expressly does not cover any financial advisory, underwriting or other services that are directly related to any specific financings or offerings. Client understands that the term “financial advisory services” means any financial advisory or consultant services with respect to an issuance of securities, including advice with respect to the structure, timing, terms and other similar matters concerning such issuance.

If Client proposes, determines or undertakes to effect an issuance of municipal securities at any time during the term of this Agreement, Client may engage Baird as financial advisor or underwriter with respect to such issuance. If Client determines to so engage Baird and Baird determines to accept such engagement, Client and Baird would enter into a separate written financial advisory or underwriting engagement letter. Client understands that if Baird serves as financial advisor in connection with an offering to be sold at competitive bid Baird will not be able to bid or otherwise underwrite or serve as agent for the placement of the securities. Client also understands that if Baird acts as underwriter on an offering sold on a negotiated basis Baird may not also serve as financial advisor on that offering but, in the course of acting as underwriter, may render advice to Client, including advice with respect to the structure, timing, terms and other similar matters concerning the offering. Client further understands that Baird’s primary role as underwriter would be to purchase, or arrange the placement of, securities in an arm’s-length commercial transaction between Client and Baird and that Baird, as underwriter, would have financial and other interests that differ from those of Client.

III. Compensation and Terms of Payment

For the general consulting services provided hereunder, Baird shall receive the following compensation:

A fixed fee equal to \$6,750, payable within 10 business days upon completion of the Scope of Work as outlined above.

Baird will be responsible for paying all out-of-pocket costs and expenses it incurs that relate to the general consulting services it provides hereunder.

IV. Information to Be Furnished to Baird

All information, data, reports and records necessary for performing under this Agreement shall be furnished to Baird without charge by Client, and Client shall provide such cooperation as Baird may reasonably request to assist Baird in providing the services hereunder.

V. Limitation of Liability

Client agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to Client for the Services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct.

VI. Term of the Agreement

This Agreement shall become effective on the date hereof and shall continue unless and until terminated by either party upon at least 30 days written notice to the other party.

Upon termination of this Agreement, Baird shall be entitled to just and equitable compensation for any services provided prior to such termination for which Baird has not previously received compensation.

VII. Non-Discrimination

Baird, as the supplier of general consulting services covered by this Agreement, will not discriminate in any way in connection with the Agreement in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color, sex, national origin, or other protected class of such person or persons.

VIII. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, arrangements, understandings, negotiations and discussions between the parties involving such subject matter. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board.

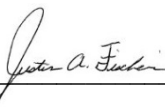
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of De Pere

Robert W. Baird & Co. Incorporated

By: _____

Ms. Kimberly Flom, Director of Economic Development and Planning

By:  _____

Mr. Justin A. Fischer, Senior Vice President

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: June 12, 2018
DEPARTMENT: Finance Department
FROM: Joe Zegers
SUBJECT: Approval of Preliminary 2018 Borrowing*

ATTACHMENTS:

- 2018BorrowingMemo (DOC)
- 2018 Preliminary Borrowing Worksheet (XLSX)

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: June 7, 2018
Subject: Approval of Preliminary 2018 Borrowing

I have attached the project list in regard to the development of an initial resolution to authorize the 2018 borrowing. The projected borrowing is in the form of ten year general obligation notes or fifteen year bonds which include \$2,548,119 of non-TID equipment and projects and \$5,442,000 for various TID items listed on the worksheet. The 2018 adopted budget column amounts have been confirmed/adjusted by each department (proposed borrowing column) based upon updated needs at this time and may be further modified in the next month. The proposed borrowing column is broken down further in the attachment to signify non-TIF and TIF borrowing activity. The last column indicates projects that wouldn't qualify for borrowing where we will use TIF cash to finance the items. Amounts of \$0 in the proposed borrowing column indicate that the proposed project is no longer being considered in 2018. The City's borrowing consulting firm of Springsted will review the list and provide their recommendations regarding note or bond sizing and repayment terms.

Pending Finance Committee approval, the initial resolutions for these projects will go to the City Council for projected approval at the first July Council meeting with the Council approving the most favorable bond bid at the second August Council meeting. Proceeds would then be projected to be available to the City by late September 2018. I will firm these dates up with Joe Murray of Springsted pending your review and approval. Should you have any questions on this feel free to contact me or I will be present at the Finance Committee meeting on June 12th.

Attachment: 2018BorrowingMemo (7046 : Approval of Preliminary 2018 Borrowing.)

City of De Pere, Wisconsin					
Projects	Adopted Budget	Proposed Borrowing	Non-TIF Borrowing	TIF Borrowing	Cash - TIF
General Government					
Cable Access Fund - Video Server Upgrade	15,395	15,395	15,395		
City Hall - Front Ramp Replacement	65,000	55,000	55,000		
Total General Government	80,395	70,395	70,395	0	
Public Safety					
Police - Squad Replacement	45,000	45,000	45,000		
Total Public Safety	45,000	45,000	45,000	0	
Public Works					
MSC - Replace Boilers	82,500	82,500	82,500		
MSC - Repair Roof	19,250	0	0		
Snow & Ice Control - Replace Front End Loader	225,000	175,000	175,000		
Snow & Ice Control - Replace Dump Truck Chassis	146,000	105,000	105,000		
Street Lighting - Decorative Street Lighting Installation & Replacement Study	10,000	10,000	10,000		
Street Lighting - Decorative Street Lighting Installation & Replacement	40,000	40,000	40,000		
Planning - TID 5 Government Software System	20,000	0		0	
Planning - TID 5 Visioning/Branding Update to Signage	4,000	4,000			4,00
Planning - TID 5 Zoning Code Update	5,000	5,000			5,00
Planning - TID 5 Downtown Pots - Landscaping	2,000	2,000			2,00
Planning - TID 6 Government Software System	20,000	0		0	
Planning - TID 6 Zoning Code Update	5,000	5,000			5,00
Planning - TID 7 James Street Streetscape	500,000	0		0	
Planning - TID 7 Government Software System	20,000	0		0	
Planning - TID 7 Lee Square Dumpster Enclosures 2019	60,000	0		0	
Planning - TID 7 Visioning/Branding Update to Signage	4,000	4,000			4,00

Attachment: 2018 Preliminary Borrowing Worksheet (7046 : Approval of Preliminary 2018 Borrowing.)

City of De Pere, Wisconsin					
Projects	Adopted Budget	Proposed Borrowing	Non-TIF Borrowing	TIF Borrowing	Cash - TIF
Planning - TID 7 Façade Grant Program	30,000	30,000		30,000	
Planning - TID 7 Downtown East - Redevelopment Concepts	35,000	0			
Planning - TID 7 Zoning Code Update	5,000	5,000			5,00
Planning - TID 7 Development Grant	200,000	0		0	
Planning - TID 7 Downtown Pots - Landscaping	2,000	2,000		0	2,00
Planning - TID 7 Front St Parking Lot Extension	350,000	0		0	
Planning - TID 8 Government Software System	20,000	0		0	
Planning - TID 8 Development Grant	300,000	0		0	
Planning - TID 8 Zoning Code Update	5,000	5,000			5,00
Planning - TID 9 Nicolet Square Lot Reconstruction	468,000	0		0	
Planning - TID 9 Government Software System	20,000	0		0	
Planning - TID 9 Visioning/Branding Update to Signage	4,000	4,000			4,00
Planning - TID 9 Façade Grant Program	30,000	30,000		30,000	
Planning - TID 9 Nicolet Square Master Plan Implementation	100,000	50,000		50,000	
Planning - TID 9 Development Grant	100,000	0		0	
Planning - TID 9 Zoning Code Update	5,000	5,000			5,00
Planning - TID 9 Government Software System	2,000	2,000			2,00
Planning - TID 10 Government Software System	20,000	0		0	
Planning - TID 10 Enterprise Drive Reconstruction	1,600,000	1,600,000		1,600,000	
Planning - TID 10 Rockland Road Rehabilitation	100,000	100,000		100,000	
Planning - TID 10 Storm Water System Engineering	15,000	15,000		15,000	
Planning - TID 10 East Industrial Park Gateway Signage	75,000	75,000		75,000	
Planning - TID 10 Future Infrastructure - Enterprise Dr Extension	750,000	0		0	
Planning - TID 10 Development Grant	300,000	0		0	
Planning - TID 10 Zoning Code Update	5,000	5,000			5,00
Planning - TID 11 West Industrial Park Railroad Maintenance	5,000	5,000			5,00

Attachment: 2018 Preliminary Borrowing Worksheet (7046 : Approval of Preliminary 2018 Borrowing.)

City of De Pere, Wisconsin					
Projects	Adopted Budget	Proposed Borrowing	Non-TIF Borrowing	TIF Borrowing	Cash - TIF
Planning - TID 11 West Industrial Park Gateway Signage	75,000	75,000		75,000	
Planning - TID 11 West Industrial Park Regional Pond Design & Construction	650,000	0		0	
Planning - TID 11 Future Infrastructure - American Blvd Extension	375,000	72,000		72,000	
Planning - TID 11 Development Grant	300,000	150,000		150,000	
Planning - TID 12 West Industrial Park Railroad Maintenance	5,000	5,000			5,00
Planning - TID 12 West Industrial Park Gateway Signage	75,000	75,000		75,000	
Planning - TID 12 Storm Water System Engineering	20,000	20,000		20,000	
Planning - TID 12 West Business Park Pond Outfall Upgrade	100,000	100,000		100,000	
Planning - TID 12 Future Infrastructure - American Blvd Extension	375,000	0		0	
Planning - TID 12 Development Grant	300,000	0		0	
Planning - TID 13 Main and Lawrence Roundabout	3,753,500	3,050,000		3,050,000	
Planning - TID 13 Development Grant	100,000	0		0	
Total Public Works	11,837,250	5,912,500	412,500	5,442,000	58,00
Parks & Recreation					
Community Center - Boiler Replacement	35,000	35,000	35,000		
Community Center - Lower Level Flooring Replacement	40,000	40,000	40,000		
Parks & Public Lands - Voyageur Park Restroom Facility Replacement	40,000	40,000	40,000		
Parks & Public Lands - Voyageur Park Playground Resurfacing	110,000	110,000	110,000		
Parks & Public Lands - Legion Park Tennis Court Renovation	80,000	115,000	115,000		
Parks & Public Lands - De Pere High School Lighted Tennis Courts	15,000	15,000	15,000		
Parks Equip/Veh Maintenance - Truck #309 Replacement	45,000	45,000	45,000		
Parks Equip/Veh Maintenance - #303 6 ft Mower Replacement	30,000	30,000	30,000		
Total Parks & Recreation	395,000	430,000	430,000	0	
Street Management					

Attachment: 2018 Preliminary Borrowing Worksheet (7046 : Approval of Preliminary 2018 Borrowing.)

City of De Pere, Wisconsin					
Projects	Adopted Budget	Proposed Borrowing	Non-TIF Borrowing	TIF Borrowing	Cash - TIF
Crackfilling/Patching	243,724	243,724	243,724		
Resurfacing-Various	0	0			
Sidewalks	84,500	84,500	84,500		
Street Reconstruction - Charles Street	1,187,000	1,187,000	1,187,000		
Railroad Crossing Reconstruction - Lande Street	75,000	75,000	75,000		
New Leaf Development Street Extension	30,000	0	0		
Lawrence Drive Development	365,600	0			
Waterview Heights Street Extentension	22,500	0	0		
Total Street Management	2,008,324	1,590,224	1,590,224	0	
TOTALS - CAPITAL PROJECTS	\$ 14,365,969	\$ 8,048,119	\$ 2,548,119	\$ 5,442,000	\$ 58,000

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: June 12, 2018

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Update on the Status of Collective Bargaining with Police and Fire Unions

We will discuss with the Committee a tentative agreement with the fire union and, if the committee has no other items it wishes to negotiate, to recommend approval to the Council. We will also update the Committee on the status of negotiations with the police union.

ATTACHMENTS:

- Fire 2016-2017 Final w.Exhibits (PDF)

AGREEMENT

BETWEEN

CITY OF DE PERE

AND

DE PERE PROFESSIONAL FIREFIGHTERS' ASSOCIATION
IAFF Local #141

2016-2017

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Attachments

Attachment A - Scheduled Overtime Procedure

Attachment B – Drug and Alcohol Testing Policy

Attachment C – Geographic Boundaries For Residency Requirements

DE PERE PROFESSIONAL FIREFIGHTERS ASSOCIATION
LABOR CONTRACT

AGREEMENT

This Agreement, made and entered into at De Pere, Wisconsin, according to the provisions of Section 111.70 of the Wisconsin Statutes by and between the City of De Pere as municipal employer, hereafter called the "City", and De Pere Professional Firefighters Association, IAFF Local #141, hereafter called the "Association."

Both parties of the Agreement are desirous of reaching an amicable understanding with respect to the employer-employee relationship that is to exist between them and enter into an agreement covering wages, hours, and conditions of employment, as well as procedures for reducing potential conflict.

Whereas, the mutual interests of the parties hereto are recognized by this Agreement for the operation of the Fire Department of the City of De Pere that will promote efficiency and the best possible fire protection and rescue services for life and property to all the citizens of the City.

ARTICLE 1
Recognition

The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department. The City and the Association will inform each other by official letter signed by the Mayor of the City and the President of the Association as to who has the power to negotiate.

ARTICLE 2
Fair Share

The employer agrees that it will deduct from the earnings of each employee of the City belonging to a bargaining unit for which the Association is the exclusive bargaining agent, an amount representing the employee's proportionate share of the cost of the collective bargaining process and contract administration, and shall pay such amount to the Association. Such amount shall be measured by the amount of dues uniformly required of members of the Association and shall be paid at the time such dues are regularly paid by the members of the Association, all as shall be certified to the employer by the Association.

ARTICLE 3 Management Rights

The Association recognizes that, except as otherwise provided in this Agreement or as may affect the wages, hours, and working conditions of the members of the Association, the management of the City and its business and the direction of its work force is vested exclusively in the employer and that all powers, rights, authority, duties, and responsibilities which the City had prior to the execution of this Agreement customarily executed by management or conferred upon and vested in it by applicable rules, regulations, and laws, and not the subject of collective bargaining under Wisconsin law, are hereby retained. Such rights include, but are not limited to, the following:

- a. To direct and supervise the work of its employees;
- b. To hire, promote, and transfer employees;
- c. To lay off employees for lack of funds or other legitimate reasons;
- d. To discipline or discharge employees for just cause;
- e. To plan, direct, and control operations;
- f. To determine the amount and quality of work needed;
- g. To determine to what extent any process, service or activity shall be added, modified or eliminated;
- h. To introduce new or improved methods or facilities;
- i. To schedule the hours of work;
- j. To assign duties;
- k. To issue and amend reasonable work rules;
- l. To require the working of overtime hours when necessary in the performance of City business.

ARTICLE 4 Association Activity

The Association shall furnish the names of the Negotiating Committee, Grievance Committee, and officers of the Association to the City.

Representatives of the Association having business with the officers and individual members of the Association may confer with such officers or members during the course of the workday for a reasonable length of time provided that such activities do not impede the operations of the Department as determined by the Department Head.

The City shall provide space on a bulletin board and permit use of same for official Association announcements. The Chief shall have the authority to remove any non-union or non-work related material.

The Bargaining Committee shall be limited to no more than six (6) members. Up to two (2) members of the Association's Bargaining Committee shall be paid their regular wages while attending negotiation meetings with representatives of the City during their regular working hours. No payment of wages by the City shall be made for negotiating time outside that member's regular workday. Such members may be called from negotiation meetings in case of emergencies. This provision is limited to negotiations held with respect to wages, hours, and conditions of employment.

ARTICLE 5 Probationary Period

The first twelve (12) months service of a newly appointed employee is a probationary period, during which time he/she will be required to demonstrate his/her qualifications for the position prior to receiving a permanent appointment and during which period there shall be no responsibility on the part of the City for a permanent appointment. Termination of employment during this probationary period shall not be subject to challenge by the employee. When the probationary period is completed and a permanent appointment received, the appropriate provisions of this Agreement shall date back twelve (12) months from the completion of said probationary period.

ARTICLE 6 Residency

It is recognized by the parties that employees should be given the broadest possible discretion in determining their personal affairs consistent with the duties imposed by employment with the City of De Pere. It is further recognized that public sector employment has a certain uniqueness, which may require employees to be available for duty during hours other than their regularly assigned shift and upon short notice. In order that these concepts may be reconciled in the best interests of both employer and employees, the employees shall, within twelve (12) months of the date of employment, establish and maintain a bona fide residency within a 30-mile radius from the center of the Claude Allouez Bridge as shown on the attached map hereto as Exhibit C.

Bona fide residency shall, for purposes of this provision, be defined as the actual living quarters of the employee and his/her family, if any, and this requirement shall not be met by maintenance of an address, room or rooms by an employee solely for purposes of giving the appearance of compliance herewith when the actual facts demonstrate employee's intent to reside outside the geographic area permitted hereby. Employees shall maintain an up-to-date residence address with the Human Resources Department.

ARTICLE 7
Employment and Promotion

All applicants seeking employment with the Department will be given an ability test to determine their qualifications in addition to other testing procedures established by the Police and Fire Commission. The procedure to be followed in the promotion of personnel in the Department will be as established by the Police and Fire Commission and in effect on the date of this agreement. All new hires after January 1, 2016 shall be required to maintain their paramedic license as a condition of employment provided holding a valid paramedic license is required to apply for the position.

ARTICLE 8
Hours of Work

Line Personnel

The workday for line personnel shall be from 7:00 a.m. of one day to 7:00 a.m. of the succeeding day.

The normal workweek shall average fifty-six (56) hours per calendar week with a three (3) platoon system under the procedure of the California plan.

The work period shall consist of twenty-seven (27) workdays coinciding with three (3) recurring nine (9) day cycles under the schedules worked in accordance with the schedules worked by line personnel as set forth above.

Day Personnel

The workday for day personnel shall be from 8:00 a.m. to 12:00 noon and from 12:30 p.m. to 4:30 p.m.

The normal workweek of forty (40) hours shall consist of five (5) eight (8) hour days.

The work period shall consist of twenty-eight (28) workdays coinciding with four (4) recurring seven (7) day cycles under the schedules worked by day personnel as set forth above.

An employee shall be entitled to change hours of work when he/she is able to secure another employee to work in his/her place, provided:

1. Such substitution is made as follows:
 - a. Officers may trade with other officers and the top three (3) of the promotional eligibility list. In the event that an eligibility list is not valid, then the officers may trade with the three (3) most senior non-officers of the Department.

These trades will not be subject to Shift Supervisor Pay under Article 12. The parties agree that exempting this paragraph from Shift Supervisor Pay will not create a precedent in future bargaining.

- b. All other trades will be between non-officers.
- 2. Such substitution is made only between employees with identical medical certification when the number of paramedics on duty are two less than the number of paramedics assigned to that shift.
- 3. Such substitution does not impose any additional cost on the City. The person who accepts the trade by agreeing to work shall be held responsible for any costs incurred.
- 4. The officer in charge of the shift is notified and approves of the substitution. When submitted for approval, the trade shall be reciprocal, meaning both sides of the trade are included and identified and both sides of the trade will occur within a rolling calendar year.
- 5. Neither the Department nor the City is held responsible for enforcing any agreement made between employees. It is understood that an employee's first responsibility is to his/her position with the City.
- 6. Substitutions outside the parameters of this paragraph may be authorized by the Chief or the Chief's designee.

Alternative Temporary Light Duty Return To Work Schedule

Line personnel who have received medical authorization for light duty work may elect to work a 40 hour Monday through Friday, 8:00 a.m. to 4:30 p.m. schedule and receive weekly wages for 48 hours for available Department specific light duty work under the City's Temporary Light Duty Return To Work Policy. This alternative work schedule shall be in lieu of their regular duty schedule provided all of the following are met:

- 1. The work restrictions requiring light duty are of at least one week (7 days) in duration.
- 2. Any employee on light duty shall inform the Chief or the Assistant Chief if they are interested in an alternative temporary light duty work schedule. The Chief or Assistant Chief shall then determine if there is available light duty work and inform the interested employee(s) of the same. The employee must notify the Chief or Assistant Chief of the employee's election to work the alternative

schedule prior to the start of the City workweek involving such alternative schedule.

3. Except as provided below, the employee shall work all 40 hours in a workweek without using other accrued benefit time. An employee may however be absent from work during an alternative work schedule week to attend medical appointments related to the illness or injury for which light duty was prescribed if the employee is unable to schedule such appointment outside of the scheduled work hours. In no event shall an employee's medical appointments result in the employee working less than 32 hours in a workweek. Employees on temporary light duty for non-work related reasons shall use available sick leave for such absences.
4. The alternative workweek may be varied by the Chief or Assistant Chief from Monday-Friday for special events or workload requirements, provided the 5-day workweek falls completely within one City workweek.

ARTICLE 9 Overtime

Overtime is work in addition to the established schedule of hours of work per day or work per week.

Effective January 1, 2002, non-emergency overtime (defined as overtime known at least 24 hours in advance and overtime where replacement personnel are called in via telephone) shall be assigned by the Chief or the Chief's designee based upon the specific technical needs of the department. "Specific Technical Needs" is defined herein to mean situations where a particular skill or particular task is in need of being performed by one who has the knowledge to do so without additional training or supervision. Non-emergency overtime assignments shall be on a rotational basis within the job classification to be filled. The scheduled overtime by classification procedure shall as set out in **Attachment A** ("Scheduled Overtime Procedure"). Emergency overtime is overtime paid out on the pager system.

Employees shall be given compensatory time off at the rate of time and one-half for overtime hours worked and for actual hours spent in attendance at schools or training programs when employees are required to attend the same by the Fire Chief. Postings for required schools shall be designated by a written notice stating "Required Schools-Mandatory Attendance" and shall include a list of employees whose attendance is required. Employees shall be given compensatory time off at the rate of straight time for overtime hours earned due to attendance at schools or training programs approved, but not required, by the Fire Chief. Employees shall be entitled to a minimum of three (3) hours call-in time if called to work for an emergency or other reasons outside of normal working hours. All employees responding to an emergency page for

stand-by shall remain on standby a minimum of one hour from the initial dispatch time of the call.

Employees may accumulate and maintain on a continuous basis up to 240 earned overtime hours. Employees shall be paid for any earned overtime accumulated in excess of the 240 hour maximum.

1. Payment for accumulated overtime under 240 hours. Any employee may request the payment of not less than twenty-five (25) nor more than fifty (50) earned hours of accumulated overtime per month by filing a written voucher requesting such payment with the Chief or his/her designee at least ten (10) days prior to the end of the last pay period of the month for which the request is made.
2. The provisions of this article dealing with the accumulation of overtime hours shall become effective on December 31, 1991 and any accumulated overtime hours in excess of 240 will be paid at the next regular payroll date. Until the effective date of this provision, the accumulation of overtime shall be as per past practice and procedure, subject to the limitations of the Fair Labor Standards Act.

ARTICLE 10 Reduction In Work Force

The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work, or because of a change in organization or duties. Employees whose jobs have been eliminated or hours reduced shall have the right to bump any employee with less time in their classification or less seniority in their pay range or classifications in pay ranges below in the Department provided they are qualified and physically capable of performing the duties of the lower pay classification. An employee, when exercising such bumping privileges, shall be reassigned and paid at the pay range for the classification to which said employee is reassigned. Such junior employees who have lost their positions as a result of a bump shall have the right to exercise their seniority in the same manner as if their job had been eliminated or hours had been reduced. Employees who are without jobs as a result of reduction in work force shall be placed on a reemployment list. Employees who do not choose to exercise their bumping rights shall also be placed on a reemployment list.

The employer shall maintain a reemployment list of all employees who lose their jobs due to a reduction in force. Such list shall be in the order of the employee's seniority at the time of the reduction in work force with the most senior being No. "1" on the list. Employees on the reemployment list shall maintain reemployment rights for one (1) year from the date they lose their jobs. Employees shall be recalled from the reemployment list in accordance with their seniority to the jobs, which they are qualified and physically capable of performing. Notice of

reemployment shall be sent by the employer to the employee's last known address by registered letter or by personal contact, and the employee shall be required to respond within three (3) calendar days from the date of notification and be available for duty within fourteen (14) calendar days. Employees who do not respond to such employment notice within three (3) calendar days shall be removed from the reemployment list.

If the employer finds that work normally assigned to a particular job classification is available for laid off employees on a temporary or emergency basis, the employer shall personally contact employees who are laid off pursuant to this provision and offer such temporary or emergency employment. Contact shall be on the basis of seniority providing the employees are qualified and physically capable of performing such work. Any eligible employee who is not immediately available for such assignment shall not be eligible for placement and the next senior employee thereafter shall be offered the temporary or emergency position until the immediate needs of the employer are met.

ARTICLE 11 Pay Period

Employees shall be paid biweekly.

ARTICLE 12 Salaries

The pay of employees of the Fire Department occupying classified positions shall be on the basis of the schedule herein presented. The salaries listed below are on an annual basis to be paid biweekly. The rates of pay prescribed herein constitute the base rate for full-time employment.

In exchange for an increase in the permitted rate for converting accumulated unused sick leave to pay for group health and medical insurance at the time of retirement, the Association has agreed to a one percent reduction in the increase in base wages for calendar year 1989. The Association admits and concedes that the base wage of an employee subject to this agreement has been so reduced for purposes of future negotiations when making comparisons with other comparable firefighting units.

Starting Rate of Initial Employment. Original appointment to a position on the Fire Department shall be made at the minimum rate and advancement from the minimum rate to the maximum rate within the salary range of the Firefighter shall be by successive steps.

For employees hired after February 1, 2001, after a period of twelve (12) months, an employee shall advance to the second step of the salary schedule and upon completion of each successive year shall advance one additional step in the salary schedule.

For employees hired after February 1, 2001, attainment of the maximum rate within the salary range shall occur within a maximum period of five (5) years from the initial employment.

In addition, the following additional pay shall be paid biweekly:

Paramedic Pay	4.75% of Top Firefighter annual base pay
EMT Pay (Emergency Medical Technician)	2.0% of Top Firefighter annual base pay

Shift Supervisor Pay

When a shift employee is assigned the duties of Shift Supervisor due to an absence of a senior officer greater than one hour, said employee shall be compensated at the regular hourly rate of pay of the vacant Shift Supervisor position for all time spent acting as such Shift Supervisor.

Initial Paramedic Training

Firefighters who successfully complete initial paramedic training while employed by City shall be reimbursed by City for actual tuition and book expenses incurred, up to \$1,500, upon successful completion of training. Said reimbursement shall be conditioned upon the employee giving written authorization to City to deduct the entire reimbursement amount from that employee's paycheck(s) should said employee leave the employ of the City of De Pere Fire Department within three (3) years of the date of completion of such initial paramedic training.

Salaries

January 1, 2016

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	51,493				
1-Year	54,690				
2-Year	57,893				
3-Year	61,095				
4-Year	64,295				
Maximum	67,497	69,364	72,799	74,365	76,633

January 1, 2017

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	52,523				
1-Year	55,784				
2-Year	59,051				
3-Year	62,317				
4-Year	65,581				
Maximum	68,847	70,751	74,255	75,852	78,166

ARTICLE 13
Flexible Benefit Plan

The Employer shall establish and maintain a flexible benefit (cafeteria) plan as provided by Title 26, U.S.C., Section 125, under which plan the Association members may choose to exclude from gross income for federal income tax purposes the monies utilized for the payment of health and/or dental and/or life insurance premiums, dependent care and medical expense reimbursement as provided by Title 26, U.S.C., Section 125.

ARTICLE 14
Longevity Pay

Employees who are receiving wages for hours actually worked or in accordance with approved benefits shall receive additional compensation, as longevity pay, beginning with the first month after qualification of such additional compensation as follows:

- a. After completion of five (5) years of continuous service - \$20.00 per month.
- b. After completion of ten (10) years of continuous service - \$30.00 per month.
- c. After completion of fifteen (15) years of continuous service - \$35.00 per month.
- d. After completion of twenty (20) years of continuous service - \$40.00 per month.

A line personnel employee must be earning wages for hours actually worked or receiving wages for approved leave for no less than four (4) duty days or ninety-six (96) hours per calendar month to receive longevity pay. A day personnel employee must be earning wages for hours actually worked or receiving wages for approved leave for no less than eighty (80) hours per calendar month to receive longevity pay.

For purposes of determining years of continuous service and payment of longevity, an employee shall be considered to be receiving wages for approved leave if the employee is incapacitated due a work related illness or injury. A work related illness or injury shall be any injury for which the worker has received or is receiving payment under the City's workers compensation provision.

ARTICLE 15 Clothing Allowance

All new hires shall receive an initial clothing issue consisting of such minimum requirements as follows:

- Three (3) pants
- Three (3) t-shirts
- Three (3) duty shirts
- Three (3) sweatshirts
- Black belt
- Black shoes

Employees will thereafter receive an annual clothing allowance. Such annual allowances shall commence on January 1 following employment for all employees hired before June 1. An employee hired on or after June 1 shall receive their first clothing allowance the second January 1 following hire. Annual clothing allowances are as follows:

2016 - \$300.00
2017 - \$325.00

Effective January 1, 2016, new hires who successfully complete their probationary period shall receive one complete dress uniform from the City.

In the event an employee does not expend the entire amount of the annual clothing allowance in the calendar year, the unexpended amount, up to a maximum of One Hundred Dollars (\$100.00), shall be carried forward for the use of the employee in the subsequent year.

If a new hire resigns or is dismissed within twelve (12) months of employment, that person shall reimburse the City the entire cost of the initial clothing issued. All employees who thereafter resign or are dismissed shall reimburse the City the clothing allowance granted yet unearned based on the number of months remaining in the year the termination becomes effective.

The City shall pay the reasonable costs for necessary replacement of eyeglasses damaged or lost while on duty and up to Fifty Dollars (\$50.00) per year for wristwatches damaged or lost

while on duty.

ARTICLE 16

Hospitalization, Dental, and Long-Term Disability Insurance

The City shall pay eighty-five percent (85%) of the monthly premium cost for the health insurance plan. Any funds in an employee's HRA account as of December 31, 2015 shall vest in that employee under the terms described in the expired 2011-2013 Agreement.

To the extent provided by the law, the City agrees it will provide health insurance benefits and HRA contributions to Union which match those provided to the general municipal employees of the City.

Dental

The City shall provide dental insurance coverage equivalent to that provided on December 31, 1978, or as otherwise mandated by the laws of the State of Wisconsin. The City will pay eighty-five percent (85%) of the monthly premium cost for the dental insurance plan.

Illness/Injury/Incapacitation

The City will continue to contribute at the above rate for a period not to exceed three (3) calendar months during the time an employee is incapacitated due to illness or injury other than work related illness or injury.

Retiree Participation

Upon retirement an employee may, at his/her option, continue to be covered and insured under the City's hospitalization and medical insurance plan subject to the approval and requirements of the insurance carrier or policy carried by the City. A retired employee exercising such option shall be solely responsible for, and shall bear all the expense and premium costs of, such continued insurance coverage. Upon death of an active or retired employee, the surviving spouse or dependent children shall be eligible for extended coverage under the group hospitalization and medical insurance plan provided by the employer pursuant to State and Federal regulations.

Long-Term Disability

The City will also provide, at no cost to the employee, a long-term disability or income protection insurance plan.

Identity Theft Insurance

The City will provide identity theft insurance coverage for employees with no quid from the Union provided that union member coverage under this program shall be as provided to general employees of the City, meaning that changes, additions or deletions of the coverage are within the discretion of the City Council.

ARTICLE 17
Wisconsin Retirement Fund and Life Insurance

The City will pay the employer's share to the Retirement Fund and the life insurance premiums according to the laws of the State and the United States and, in addition, will pay up to a maximum of:

January 1, 2014	\$95 biweekly
July 1, 2014	\$70 biweekly
October 1, 2014	\$45 biweekly
January 1, 2015	No further contribution

of the employee's contribution to the Wisconsin Retirement Fund for the contract period. The City will continue to contribute at the set rate of the life insurance program for a period not to exceed three (3) calendar months during the time an employee is incapacitated due to illness or injury other than work related illness or injury. The City will maintain fifty percent (50%) post retirement insurance benefits in accordance with Section 40.13, Wisconsin Statutes. A summary of the Municipal Retirement Plan and the insurance programs of the City shall be made available to employees upon request.

ARTICLE 18
Workers Compensation Benefits

If an employee is injured and said injury is covered by Workers Compensation Insurance, said employee shall not receive his/her regular salary, but shall instead receive a supplemental wage. The supplemental wage shall be calculated such that the net take home amount of the supplemental wage plus the nontaxable workers compensation payment is equal to the employee's net take home pay (i.e., gross base pay less state and federal taxes) based on the regular base salary for that particular employee. The supplemental wage so determined will continue for a period of ninety (90) days from date of injury or until the employee returns to work, whichever is less.

ARTICLE 19
Liability and Accident Insurance

- A. The City agrees to provide insurance coverage to cover operation of its motor vehicles in the event that claims are made as a result of alleged injury or damage to persons or property, which arises from the operation of a City vehicle.
- B. The City also agrees to provide insurance coverage to cover employees in the event liability or damage claims are made while the employee is performing his/her duties

within the scope of employment.

ARTICLE 20

Vacations

Line personnel earning wages for hours actually worked or receiving wages for approved leave for not less than four (4) duty days or ninety-six (96) hours during any calendar month shall be entitled to vacation with pay according to the schedule provided herein.

Day personnel earning wages for hours actually worked or receiving wages for approved leave for not less than eighty (80) hours during any calendar month shall earn, and be entitled to, vacation with pay according to the schedule provided herein.

For purposes of the two preceding paragraphs, an employee shall be considered to be receiving wages for approved leave if the person is incapacitated due to a work related illness or injury. An injury shall be considered work related if the party has received or is receiving workers compensation benefits for such injury.

January 1 is to be used as the anniversary date in determining vacation benefits. Employees hired during mid-year shall accrue a proportional part of vacation benefits during the second year for each month of employment up to January 1 of the subsequent year. Effective for employees hired on or after January 1, 1996: Employees hired during mid-year shall accrue a proportional part of vacation benefits during the first year for each month of employment up to January 1 of the subsequent year. Such vacation days shall be credited to the employee January 1 of the year following the date of hire; however, employees shall not be eligible to use such vacation days until they have completed six (6) months of employment. If the hire date of the new employee was on, or prior to, the 15th day of the month, a full month benefit will be granted, and if the hire date was after the 15th day of the month, the benefits will accrue beginning with the 1st day of the following month. In determining vacation benefits after two (2) full years of employment, January 1 of the hire year will be used for those employees with a hire date occurring during the first six (6) months of a calendar year, and January 1 of the subsequent year for those employees with a hire date during the last six (6) months. Effective for employees hired on or after January 1, 1996: In determining vacation benefits for the year following the date of hire, January 1 of the year of hire will be used for those employees with a date of hire occurring during the first six (6) months of a calendar year, and January 1 of the subsequent year for those employees with a date of hire during the last six (6) months.

Vacation Schedule For Line Personnel

- a. Three (3) working days after one (1) year of employment.
- b. Six (6) working days after two (2) years of employment.
- c. Seven (7) working days after five (5) years of employment.
- d. Nine (9) working days after eight (8) years of employment.
- e. Ten (10) working days after ten (10) years of employment.

- f. Eleven (11) working days after thirteen (13) years of employment.
- g. Twelve (12) working days after sixteen (16) years of employment.
- h. Fifteen (15) working days after twenty (20) years of employment.
- i. Sixteen (16) working days after twenty-five (25) years of employment.

Employees attending initial paramedic training on their own time will be granted vacation and holiday time off, in blocks of less than 24 hours, to facilitate their attending initial paramedic training sessions.

Vouchers for initial paramedic training vacation or holiday hours must be filed not more than thirty (30) days before the requested date of use. Vouchers shall be filed with the officer in charge, subject to the review of the Chief and may be denied if inconsistent with the needs of the department.

Day Personnel

- a. One (1) workweek (5 days) after one (1) year of employment.
- b. Two (2) workweeks (10 days) after two (2) years of employment.
- c. Three (3) workweeks (15 days) after eight (8) years of employment.
- d. Four (4) workweeks (20 days) after sixteen (16) years of employment.
- e. Five (5) workweeks (25 days) after twenty-five (25) years of employment.

Personnel desiring vacation shall submit request for leave to the Fire Chief who, in turn, shall forward such request to the Personnel Department for proper record keeping. The Chief shall schedule vacations, giving due consideration to seniority rights, the needs of the service, and the remaining staff to perform the necessary duties of the Department.

Vacation Scheduling

The vacation selection process shall be per the following:

- a. All members shall select vacation on a department seniority basis.
- b. Two (2) non-officer members may be off on vacation on the same date, but only one (1) officer may be off at a time.
- c. The most senior member on each shift shall start selecting vacation. Each member shall have three (3) working days per round to select his or her vacation. The remaining members of the shift shall then select in this manner by seniority.
- d. Vacation signing will consist of three rounds. The first round of signing shall be for three (3) day blocks. A maximum of two (2), three (3) day blocks may be picked the first round. The second round of picks shall be for three (3) day blocks also. A maximum of two (2), three (3) day blocks may be picked in the second round. The third round may be used for single days or three (3) day blocks. A

- member may pass picking three (3) day blocks in the first round and/or second and may choose to pick single days in the third round.
- e. Any vacation day selected after April 15 shall be treated the same as holiday or accrued time, except that vacation days may be selected more than thirty (30) days in advance.
 - f. Vouchers shall be filled out properly and signed by the member and the Chief or shift officer.
 - g. The vacation schedule shall be posted in each department quarters on or before the first day of January.
 - h. A member may cancel his/her vacation at any time up to when the vacation period/day starts.

The Association shall be responsible to monitor and coordinate the vacation scheduling process including posting of the schedule under paragraph "g" above. In no event will the City be subject to the grievance procedure under Article 31 for any failure to follow the vacation scheduling process.

Vacation leave shall not be accumulative. The Chief, with approval of the City Administrator, may allow earned vacation to accumulate when it is in the best interests of the City. Only upon approval of the Fire Chief and the City Administrator will employees be permitted to be absent from duty due to vacation for any one period which would exceed the amount of vacation time earned during the prior year.

Absence on account of sickness, injury, or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee and within the discretion of the Chief, be charged against vacation leave.

Schedule Changes

In the event an employee changes status from a day schedule to a line schedule or visa versa, the employee's vacation shall be converted pursuant to the following equation:

$$a \times \frac{b}{c} = \text{vacation hours due under new schedule}$$

WHERE:

- a = number of vacation hours due January 1 of year of transfer less hours used in year of transfer (including any carryover)
- b = total annual vacation hours due for employee of equal tenure on January 1 of the year of transfer under the schedule to be transferred to
- c = total annual vacation hours due the employee as of January 1 of the year of

transfer (excluding any carryover)

ARTICLE 21
Holidays & Holiday Pay

Line Personnel

- a. New Year's Day
- b. Memorial Day
- c. Independence Day
- d. Labor Day
- e. Thanksgiving Day
- f. December 25
- g. Employee's birthday
- h. Anniversary date of employment
- i. Martin Luther King Holiday

Line personnel shall receive compensatory time off at the rate of twenty-four (24) hours or be compensated for holidays earned. Employee's holiday rate of pay shall be based upon that employee's hourly rate of pay multiplied by twenty-four (24) hours. Employees shall receive payment annually on the first payroll of the month of December for holidays earned for which compensatory time off was not requested or granted.

Day Personnel

- a. New Year's Day
- b. The afternoon of the last regularly scheduled Friday prior to Easter Sunday
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Thanksgiving Day
- g. The afternoon of the last regularly scheduled workday prior December 25 shall be considered a holiday, but in no event shall the employee receive less than one-half of the normal workday. This provision applies only to full-time employees.
- h. December 25
- i. The afternoon of the last regularly scheduled workday prior to New Year's Day (which shall be referred to as New Year's Eve holiday) shall be considered a holiday, but in no event shall the employee receive less than one-half of the normal workday. This provision applies only to full-time employees.
- j. Two (2) floating holidays

For day personnel, floating holidays provided under (j), above, must be used during the calendar year earned. They may not be accumulated. Employees shall be entitled to take said holidays with the approval of the Chief or designee and in accordance with the personnel requirements of the Department. The number of floating holidays earned shall be prorated for new employees in their initial calendar year of employment and for employees in their final calendar year of employment with the City.

For day personnel, when any legal holiday listed above, with the exception of (g) and (i), falls on Sunday, the following day will be considered a legal holiday; if the legal holiday falls on Saturday, the previous day will be considered a legal holiday except where service is necessary, the Fire Chief, upon approval of the City Administrator, may designate that certain personnel of their department consider Friday the legal holiday and others Monday the legal holiday, all dependent on the continuing efficiency and effectiveness of the department.

To be eligible for any of the above listed holidays, an employee on leave of absence due to on-the-job injury must have worked within three (3) months prior to or after the holiday, and employees on sick leave must have worked within six (6) weeks before or after the holiday.

ARTICLE 22 Sick Leave

Line personnel earning wages for hours actually worked or receiving wages for approved leave for no less than four (4) duty days or ninety-six (96) hours per calendar months will accumulate sick leave at the rate of twenty (20) hours per month up to a maximum of two hundred forty (240) hours, which is the equivalent of ten (10) days per year. Sick leave may be accumulated up to a maximum of ninety (90) working days for line personnel.

Day personnel earning wages for hours actually worked or receiving wages for approved leave for not less than eighty (80) hours during any calendar month shall accumulate sick leave at the rate of one (1) day per month up to a maximum of ten (10) days per year. Day personnel may accumulate up to a maximum of one hundred twenty (120) days sick leave.

For purposes of the accumulation of sick leave under the preceding two paragraphs, an employee who is incapacitated due to a work related illness or injury will be considered to be receiving wages for approved leave. A work related illness or injury shall be any injury for which the employee has received or is receiving payment under the City's workers compensation insurance.

In order to be granted sick leave with pay, the employee must adhere to the following:

- a. Report promptly to the Chief or the Chief's designee the reason for his/her absence if unable to report for duty.

- b. Permit the City to make such medical examinations or nursing visits as it deems desirable.
- c. Unless otherwise already covered by qualified FMLA leave, submit a medical certificate for any absence of more than twenty-four (24) successive duty hours if required by the City. City shall reimburse employee for the medical bill incurred in obtaining the medical certificate.
- d. Payment of authorized sick leave will be made upon filing of a sick leave voucher approved by the Chief.

"Sick leave" means any physical or mental injury, illness or requirement that employees be personally attended by a physician, dentist or other medical practitioner or situations where their attendance is required as a result of a medical emergency or grave illness involving an employee's spouse, child, parent or legal guardian which prevents the performance of an employee's regular and usual duties. Sick leave benefits shall not be abused. Abuse of sick leave occurs when an employee knowingly misrepresents the actual reason for charging an absence to sick leave or when an employee uses sick leave for unauthorized purposes. Abuse of sick leave shall be grounds for disciplinary action, including removal.

Upon discontinuation of employment of an employee who has met the minimum qualifications for a retirement annuity from the Wisconsin Retirement Fund or who qualifies for a disability pension as defined at Chapter 41, Wis. Stats., the City shall credit to the account of such employee an amount equal to the employee's then existing daily rate of pay times 66.67% of the accrued and unused sick leave (maximum accumulation of 90 days) credited to that employee as of the date the employee terminates his/her employment with the City not to exceed sixty (60) days. The amount so determined will be used by the employer to pay the monthly premiums for group hospitalization and medical insurance provided by the employer until such amount is exhausted or until the employee reaches Medicare eligibility, subject to the approval and requirements of the insurance carrier and/or the policy provided by the employer. For employees retiring on and after July 18, 2001, the monthly premium for group hospitalization and medical insurance may be paid as follows: eighty-five percent (85%) from such retiree account and fifteen percent (15%) by the individual retiree.

When the funds escrowed for any retired employee have been expended, the monthly premiums shall thereafter be paid by the employee.

In the event an employee eligible for retirement under the provisions of the Wisconsin Retirement Fund dies prior to retirement or upon the employee's death after retirement, the surviving spouse and/or dependent children shall be entitled to draw on such escrowed funds for payment of health insurance premiums subject to limitations contained in this article. Such surviving spouse will be eligible to apply any remaining escrowed funds for payment of health insurance premiums until remarriage or until the Medicare eligibility of the employee. Dependent children will be eligible to apply any remaining escrowed funds for payment of health

insurance premiums so long as the dependents meet the dependency rules of the Internal Revenue Code or until the Medicare eligibility of the employee.

A surviving spouse or dependent children, upon death of an employee eligible for retirement as provided above, shall be eligible to extend coverage under the group health insurance plan provided by the employer pursuant to state and federal regulations. Upon termination of the extended coverage, the surviving spouse and/or dependent children may submit claim on a quarterly basis for reimbursement of other hospitalization and medical insurance coverage premiums until such escrowed funds have been depleted, and subject to other limitations contained in this article.

Any funds remaining in the escrowed account after death of the retiree, death or remarriage of the surviving spouse, or death or ineligibility of dependent children, shall remain the property of the City.

This health insurance premium payment program for protective employees is mandatory effective January 1, 1989 for all covered employees and supersedes all sick leave payment programs as may have been previously bargained and ratified by the parties of this labor agreement.

Schedule Changes

In the event an employee changes status from a "day" schedule to a "line" schedule or visa versa, the accrued unused sick leave shall be converted pursuant to the following equation:

$$\frac{a}{b} \times c = \text{converted accrued unused sick leave hours}$$

WHERE:

- a = accrued unused sick leave credited to employee at time of transfer (in hours)
- b = maximum accrued sick leave available for current schedule (in hours)
- c = maximum accrued sick leave for schedule to be transferred to (in hours)

Use of Escrowed Funds for Payment of Hospitalization and Medical Benefits Other than the Plan Provided by the City

A retired employee or the surviving spouse or surviving dependent children eligible for the accumulated sick leave conversion as provided above may utilize such escrowed funds for reimbursement for payment of hospitalization and medical insurance premiums other than those of the plan provided by the City. To receive such reimbursement, the employee, surviving spouse, or surviving dependent children must submit a claim on a continuous quarterly basis and must provide any evidence of enrollment in a hospital or medical plan as may be required by the

City. Such evidence may include, at the discretion of the City, the enrollment card, billings, policy, and agent name.

Delay of Use of Benefit

At the option of the employee, the conversion of unused and accrued sick leave as provided herein may be delayed on a one time basis for a period not to exceed sixty (60) calendar months from the date of retirement. If the employee opts to delay such benefit, the employee may continue enrollment under the hospitalization and medical insurance policy provided by the Employer by making premium payments when due from other funds. If the employee, upon retirement or subsequent thereto, terminates enrollment under the policy provided by the City, the employee shall no longer be eligible to renew the enrollment thereunder. If the employee opts to delay the benefit as provided herein, upon timely written notice of intent to utilize the benefit, the employee may begin drawing on the escrow to pay the premiums on the policy provided by the City (if the employee has remained enrolled in such program) or to receive quarterly reimbursement for a plan of the employee's own choosing. The City may require evidence of continued enrollment under a plan of the employee's own choosing. Failure to submit such proof of enrollment as required by the City within one (1) month of written request or failure to require the City to begin to draw on the sick leave conversion funds prior to the sixty (60) month anniversary of that employee's retirement shall result in forfeiture of any entitlement to the sick leave conversion benefit as provided hereunder.

Catastrophic Illness/Injury

When an employee has accrued the maximum accumulation of sick leave as set forth, thereafter fifty percent (50%) of the additional sick leave earned and not used (while such maximum level is maintained) will be credited to the employee's catastrophic illness/injury sick leave reserve account. During the last three (3) years of employment, an employee who has, at the time of discontinuation of employment, met the minimum qualifications for a retirement annuity from the Wisconsin Retirement Fund or who qualifies for a disability pension as defined by Chapter 41, Wis. Stats., may draw from that employee's catastrophic illness/injury sick leave reserve account (if any) for any absence in excess of eighty (80) hours during the annual period due to a catastrophic illness or injury (annual period being the employee's anniversary date of employment).

Catastrophic illness/injury for purposes of this section is defined as an illness, disease, or injury which:

1. Is life threatening or substantially debilitating in nature; and
2. Requires overnight hospitalization; and
3. Necessitates absence from work for a period of more than eighty (80) hours in any annual period (measured from employee's anniversary date of employment).

The employer reserves the right to require physician verification as to the inability of the employee to report for duty, or as to the necessity of any pre- or post-hospital treatment or visitation necessitating absence from work.

The use of sick leave credited to the catastrophic reserve account can only be used for catastrophic injury/illness occurring during the last three years of employment.

The sick leave to be credited to the catastrophic illness/injury sick leave reserve account shall be computed from employee's date of employment based on the records on file in the personnel office.

ARTICLE 23 Military Leave

An employee who is inducted into the Armed Forces of the United States for training or service shall be granted a leave of absence without pay for the duration of such time required for such purpose and for a period of ninety (90) calendar days following the period of actual service. Upon termination of such service, the employee shall have the right to return to his/her position within said ninety (90) days provided the position still exists and employee is still otherwise qualified. Vacancies resulting from leave granted under this section shall be filled only on a temporary basis. One (1) voluntary enlistment shall be considered the same as induction for the purpose of this section, but reenlistment shall not.

Employees who are members of the regular reserve components of the Armed Forces or the National Guard may be granted two (2) weeks each year for active duty training. Upon presentation of the proper evidence, the difference in pay between the employee's regular pay and the military pay will be allowed.

ARTICLE 24 Emergency Leave

Employees will be allowed a maximum of three (3) working days for day personnel, two (2) working days for line personnel, when necessary, with pay when there is a death in the immediate family of an employee; a maximum of two (2) working days for day personnel, and a maximum of one (1) working day for line personnel, when necessary, with pay when there is a death in the family of an employee, a maximum of one (1) working day, when necessary, with pay when there is a death of a relative. "Immediate family" shall include wife, husband, son, daughter, stepson, stepdaughter, father, mother, or guardian. "Family" shall include brother, sister, mother-in-law, father-in-law, stepfather, stepmother, grandmother, grandfather, or grandchild. "Relative" shall include aunt, uncle, sister-in-law and brother-in-law.

An employee who acts as pallbearer for a funeral which takes place during the regular working hours may also be granted time off with pay, not to exceed one (1) working day, with the permission of his/her Department Head. Permission will be granted for this service unless an emergency situation exists and if not detrimental to the operation of the department in the opinion of the Department Head.

ARTICLE 25 Public Elections

In the event that an employee is scheduled to work on any day scheduled as an election day, and the work schedule is such that the employee cannot vote during other than scheduled hours of work, the employee, upon request, shall be permitted a reasonable period of time to be absent from duty in order that the employee may cast his/her vote.

ARTICLE 26 Jury Duty

An employee shall be granted a leave of absence if called for jury duty. Upon presentation of the proper evidence, the difference in pay between the employee's regular pay and the compensation received for jury duty will be paid by the employer.

ARTICLE 27 Outside Employment

No employee shall engage in outside employment which might in any way hinder or impair an impartial performance of their public duties, embarrass the City government, or impair their efficiency. Employees who wish to obtain outside employment must obtain prior written approval from the Fire Chief. Employees who are granted permission to engage in outside employment must sign the following waiver:

"The undersigned, an employee of the City of De Pere, Wisconsin, does hereby waive and release said City from any liability, expense or cost because of any occupational injury or occupational sickness incurred by reason of any employment accepted by the undersigned other than as an employee of said City. I further release the City from any claim for wages or any benefits, including further accrual of sick and vacation leave, during my absence caused by such occupational injury or occupational sickness. I agree and understand that I will be responsible for payment of all hospitalization and life insurance policy premiums during my absence caused by such occupational injury or occupational sickness commencing the first month after the month of such injury or sickness, excepting that such premiums will continue to be paid by the City during the period an employee makes use of previously accrued sick leave and/or vacation benefits. I do not waive any sick or vacation leave that I have accumulated. This waiver shall be binding upon my heirs, representatives or assigns."

ARTICLE 28
Resignation

To resign in good standing, an employee shall submit his/her resignation in writing to the Fire Chief two (2) weeks in advance of the effective date of his/her resignation.

ARTICLE 29
Termination Pay

Employees who leave the service of the City for any reason shall receive all pay, which may be due them with the following qualifications:

- A. Employee shall be paid for all unused accrued vacation provided that the Fire Chief is notified by the employee of his/her resignation in accordance with the provisions of Article 28 of this agreement, or a sufficient reason is given in the absence of said written notice. Accrued vacation shall include the vacation benefits the employee had earned during the prior year and had not received, and the vacation benefits earned on a prorated basis during the year of termination to the date of termination. In determining the benefits earned during the year of termination, a full month benefit will be granted if the termination date was on or after the 15th day of the month. If the termination date was prior to the 15th day of the month, no benefits will be granted for the month in which the termination occurs.
- B. An employee who owes any money to the City at the time of his/her separation shall have his/her final pay applied against the account of whatever amount may be needed to satisfy it and shall be given a receipt for the amount credited. Partial settlement of an account by application of final pay shall not release an employee from any balance remaining due.
- C. In case of death of an employee, his/her surviving spouse, if any, shall be paid for accrued vacation and regular pay then accrued. If there is no surviving spouse, then said accrued payment shall be paid to the employee's estate.

ARTICLE 30
Right to Strike

Because public health, safety, and welfare may be adversely affected thereby, no employee shall have the right to engage in or encourage any form of sit-down or, in fact, any form of work stoppage or strike for any reason against the City. A refusal by an employee to perform an assignment injurious to his/her health or physical safety shall not be considered a violation of this section.

ARTICLE 31
Grievance Procedures - Disciplinary Proceedings

1. Grievances. A grievance is defined as any complaint involving the interpretation, application or alleged violation of the terms of this agreement involving wages, hours, and conditions of employment other than proceedings conducted pursuant to Section 62.13(5), Wisconsin Statutes. A grievant may be an employee or, by mutual agreement of the parties hereto, grievances involving the same issues may be consolidated in one proceeding.

- (a) The Chief of the Department or the Finance/Personnel Committee or members thereof may confer with the union and such employees or other persons they may deem appropriate before making their decision.
 - (b) The calendar days indicated at each step should be considered a maximum. The time limits may be extended by mutual consent.
 - (c) Steps in the procedure may be waived by mutual agreement of the parties.
- (Step 1) In the event of a grievance, the grievant, or the Union Grievance Committee on his/her behalf, shall have the right to present the grievance, in writing, to the Chief within twenty (20) calendar days of the date of the act or occurrence involved. The grievance shall contain a statement of the facts upon which the grievance is based and state the action requested. The Chief shall furnish the grievant or the Grievance Committee an answer within ten (10) calendar days after receiving the grievance.
- (Step 2) If the grievance is not satisfactorily resolved at Step 1, the written grievance may be appealed and submitted to the Finance Committee within five (5) calendar days of receipt of the Chief's decision. If such appeal is submitted, the Chief shall submit a full report to the Finance/Personnel Committee. The Finance/Personnel Committee, within ten (10) calendar days of receipt of the written appeal, shall furnish the grievant or the Grievance Committee with its decision thereon.
- (Step 3) Grievances not resolved at Step 2 may be appealed within twenty (20) calendar days to the Wisconsin Employment Relations Commission for arbitration. Such Commission shall appoint an arbitrator; the dispute shall be presented to such arbitrator for determination, which shall be final and binding.

2. Suspensions, Reductions in Rank and Terminations. Suspensions, reduction in rank, and dismissal of employees shall be governed by the procedures set forth in Section 62.13, Wis. Stats. Discipline not governed by Section 62.13, Wis. Stats., shall be subject to and governed by, the procedures in this grievance procedure.

ARTICLE 32
Savings Clause

If any article, sentence, clause or phrase of this contract shall be held, for any reason, to be inoperative, void or invalid, the validity of the remaining portions of this contract shall not be affected.

ARTICLE 33
Amendment Provision

This agreement is subject to amendment, alteration, or addition only by subsequent written agreement between, and executed by, the City and the Association where mutually agreeable. The waiver of any breach, term or condition of the Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

ARTICLE 34
Comments on Rules or Guidelines

The Association shall be permitted to review and comment on any changes to standard operating guidelines and work rules as provided in this article. In most cases, the Chief shall post the rule or guideline on the department bulletin board. The rule or guideline shall have an effective date not less than fifteen (15) days from the date of posting. During such period before the rule/guideline is effective, the Association, through a designated officer, may make official comments regarding the rule to the Chief in oral or written form. The Chief shall consider the comments and may (at his/her discretion) change the proposed rule in a manner consistent with such comments without regard to the fifteen (15) day posting requirement stated above.

In the event the Chief determines in his/her reasonable discretion that it is necessary to implement a rule or guideline with less than fifteen (15) days notice, he/she may do so by posting a rule or guideline with an effective date less than fifteen (15) days from date of posting. The Association shall have the right during the fifteen (15) days following the posting to formally comment on the rule or guideline regardless of its effective date. The Chief shall consider any such comments and may, at his/her discretion, implement any changes suggested in the comments without regard to the fifteen (15) day posting requirement provided above.

Nothing in this article shall affect the right of the Chief to determine the substance of the rules and guidelines, nor shall anything in this article be read as limiting the powers conferred to the City under Article 3 of this agreement.

ARTICLE 35
Drug and Alcohol Testing

The Association and the City agree to the adoption of a drug and alcohol testing policy upon ratification of the 2003-2004-2005 collective bargaining agreement. Said policy is attached hereto and incorporated by reference as "**Attachment B.**" Such policy is based upon the Federal Motor Carrier Safety Administration requirements found in 49 C.F.R. 382 et seq. and 49 C.F.R. 40 et seq. Such policy does not contain a random drug or alcohol testing component unless such random testing is otherwise required by state or federal law.

ARTICLE 36
Duration

This agreement shall become effective as of January 1, 2016, and remain in force and effect to and including December 31, 2017 and shall renew itself for additional one (1) year periods until and unless a subsequent contract is entered into.

ARTICLE 37
Consolidation, Merger or Combination

The City may pursue consolidation, merger, or combining its fire department with that of another municipality provided that the new fire protection/EMS provider employs all members represented by Local 141 as non-probationary employees and maintain their seniority. The City shall, in the event such consolidation, merger, or combining of such services, guaranty the wages and benefits in effect at the time for a period of twenty-four (24) months, or until the members are covered by a Collective Bargaining Agreement with the new fire protection/EMS provider, whichever comes first.

ARTICLE 38
Education Expenses

Effective January 1, 2016, the City shall establish an education reimbursement fund in the amount of Three Thousand (\$3,000.00) Dollars annually. The fund shall not prepay any expenses but shall be used to reimburse an employee for costs, which are personally incurred. An employee shall request education cost reimbursement in writing prior to enrollment. The request shall include a description of the anticipated course, summary of anticipated expenses, and probable time schedule. The Chief shall review the application and determine reimbursement eligibility. In order to qualify for reimbursement under this Article, the course must be required for the attaining of a degree in fire career enhancement and previously approved of by the Fire Chief (Chief).

ARTICLE 39Duration

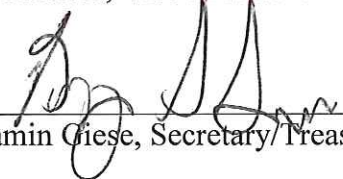
This agreement shall become effective as of January 1, 2016 and remain in force and effect to, and including December 31, 2017, and shall renew itself for additional one (1) year periods until, and unless, a subsequent agreement is entered into.

This agreement is entered into this 6th day of MARCH, 2016.

**DE PERE POLICE
BENEVOLENT ASSOCIATION**


Charles Leiterman, President


Todd Kerkela, Vice President


Benjamin Giese, Secretary/Treasurer

CITY OF DE PERE


Michael J. Walsh, Mayor


Shana D. Ledvina, Clerk-Treasurer

Scheduled Overtime Procedure

Firefighter/EMT

1. R. De Weert
2. B. Cheslock
3. J. Witt
4. M. Wessley
5. L. Riedi
6. W. Tews
7. D. Hermans

Paramedic

1. E. Balcer
2. Todd Hendricks
3. Thomas Hendricks
4. R. Cody
5. B. Hermans
6. G. Brown
7. B. Thomson
8. J. Pansier
9. R. Deviley
10. B. Jansen
11. T. Nelson
12. B. Puetz
13. D. Gatz
14. T. Sinkler
15. J. Young
16. M. Linszen
17. N. Schweiner
18. S. Corroy
19. D. Lotter

Mechanic

1. G. Brown
2. J. Pansier
3. L. Reid

Notes:

1. The above lists shall be on separate spreadsheet pages. For the purpose of saving paper all three lists are shown on this sheet.
2. The spreadsheets shall contain divided boxes as proposed in the past.
3. The Mechanic list shall be used only where there is a need to make repairs on equipment. Otherwise use one of the other lists.
4. One primary phone number will be provided to the Chief. Home phone numbers will be used unless a different primary number is provided.

Directions to be placed on each list:

1. To be used for all scheduled OT 1-12 hours. If more than 12 hours contact the next person on the list for the next block of 12 hours.
2. Start with the top left column. Move down the column and contact the first person with an empty box.
3. If that person accepts, place the date in the box. For overtime more than 12 hours, the first person to accept may choose which block of overtime to work to cover maximum of 12-hours.
4. If that person denies, please a "D" in the box and move to the next person on the list.
5. If the person is scheduled to work leave the box blank and move on to the next person.
6. If you are unable to contact a person, mark box "No Answer" and move on.
7. Continue down the left-most column until:
 - a. The column is filled.
 - b. Everyone has been contacted.
 - c. An attempt had been made to contact each person in the column.
8. After the conditions in Number 7 (above) have been met, move to the next column and start the process over.
9. If no member agrees to fill the assignment, the least senior member of the above classification column shall be required to work the assignment.

As of the date of ratification of this Agreement (i.e., July 18, 2003), the parties acknowledge that they are collaboratively engaged in revising the scheduled overtime procedures. As such, it is expected that this Attachment A will be superceded by a Memorandum of Understanding (MOU) between the parties. Until such MOU is finalized or either party serves written notice of termination of the scheduled overtime discussions, the parties agree that the procedure of Article 9, Overtime, of the collective bargaining agreement is not in effect.

**CITY OF DE PERE
STATEMENT OF POLICY AND DESCRIPTION
OF PROCEDURES
FOR ALCOHOL AND CONTROLLED SUBSTANCE TESTING**

I. POLICY

I Purpose

The critical mission of fire rescue service justifies the maintenance of a drug- and alcohol-free work environment through the use of a reasonable employee drug and alcohol testing program. The fire and rescue profession has several uniquely compelling interests that justify the use of employee drug and alcohol testing: The public has a right to expect that those who are employed to protect them are, at all times, both physically and mentally prepared to assume those duties. The use of alcohol and controlled substances or other forms of drug abuse seriously impairs one's physical and mental health and, thus, their job performance. Where fire and rescue personnel participate in illegal drug use and/or activity and alcohol abuse, the integrity and public confidence in the department are destroyed. This confidence is further eroded by the potential for corruption created by such use. Therefore, in order to ensure the integrity of the Fire Rescue Department and to preserve public trust and confidence, the City of De Pere (Employer) and the De Pere Professional Fire Fighters Association (Union) agree to implement this program to detect prohibited drug use and/or activity and alcohol abuse by employees.

II Coverage

For purposes of this Policy, the employer strictly prohibits the on-duty use or presence of alcohol and/or unauthorized use of controlled substances by its employees as provided herein.

III Definitions

Alcohol means the intoxicating agent in beverage alcohol, ethyl alcohol, or other molecular low-weight alcohols, including methyl and isopropyl alcohol.

Alcohol concentration (or content) is alcohol in a volume of breath, expressed in grams of alcohol per 210 liters of breath as indicated by an evidential breath test.

Alcohol use means consumption of any beverage, mixture, or preparation, including any medication, containing alcohol.

Chief means the individual appointed by the Board of Police and Fire Commissioners. References to the Chief shall mean the Chief or the Chief's designee.

Confirmation test for alcohol testing means a second test, following a screening test providing quantitative data of any measurable alcohol concentration. For controlled substances testing, the term means a second analytical procedure to identify the presence of

a specific drug or metabolite which is independent of the screening test and uses a different technique and chemical principle from that of the screening test to ensure reliability and accuracy. Gas chromatography-mass spectrometry (GC-MS) is the only authorized confirmation method for cocaine, marijuana, opiates, amphetamines, and PCP.

Consortium means an entity, including a group or association of employers or contractors, that provides alcohol or controlled substances testing and which acts on the Employer's behalf.

Controlled substances and drugs are interchangeable and have the same meaning. Unless indicated otherwise, the terms refer to marijuana (THC), cocaine, opiates, phencyclidine (PCP), and amphetamines, including methamphetamines or any other drug of abuse or illegal drug, including alcohol.

Illegal use of drugs means the use of drugs and/or distribution of which is unlawful under the Wis. Stats., as periodically updated by this term and does not include the use of a drug taken under the supervision of a licensed medical practitioner or other uses authorized by Wis. Stats. or other provisions of State law.

Licensed medical practitioner is a person licensed, certified, and/or registered, in accordance with applicable federal, state, local, or foreign laws and regulations, to prescribe controlled substances and other drugs.

Medical Review Officer means a supervisor or person-in-charge of a consortium that provides alcohol or controlled substances testing and which acts on the employer's behalf.

Reasonable suspicion means suspicion based on a specific, contemporaneous, articulable observation by a supervisor or other employer representative trained in accordance with 49 C.F.R. 382.603 concerning the appearance, behavior, speech or body odor of an employee, including indications of the chronic and withdrawal effects of alcohol and/or controlled substances. Mere accusation by a member of the public in and of itself does not contribute reasonable suspicion.

Refuse to submit (to an alcohol or controlled substances test) means that an employee fails to provide adequate breath for alcohol testing as required by this policy without a valid medical explanation, after he or she has received notice of the requirement to be tested; fails to provide an adequate urine sample for controlled substances testing as required by this policy, without a genuine inability to provide a specimen (as determined by a medical evaluation), after he or she has received notice of the requirement for urine testing, an employee does not request a blood alcohol test in lieu of urine or engages in conduct that clearly obstructs the testing process.

Screening test (also known as initial test) means in alcohol testing, an analytical procedure to determine whether an employee may have a prohibited concentration of alcohol in his or her system; and in controlled substance testing, an immunoassay screen to eliminate negative urine specimens from further consideration. The compulsory production and

submission of urine by an employee, in accordance with this Policy, for chemical analysis to detect prohibited drug usage of controlled substances (see definition); or any other controlled drug listed in Schedules I and/or II of the Wisconsin Statutes, as amended.

Supervisory means those employees assigned to a position having day-to-day responsibility for supervising subordinates or responsibility for commanding a work element.

IV Form of Notice

Before administering an alcohol or controlled substances test, the employer is to notify the employee that the test is required by policy. The employer may provide oral or written notice.

V Record Keeping

Drug and/or alcohol testing program records may be maintained at the Human Resources Department as medical records of an employee. Requests for release of information by an authorized agent or representative of the Union or employee will be addressed within ten days of the request. Saturdays, Sundays, and holidays are not included in the computation of the ten-day period.

VI Prohibited Conduct

Employees are prohibited from engaging in the following conduct immediately before, during or after the performance of their employment while having a measurable alcohol and/or controlled substances concentration.

- A. Using and/or possessing alcohol and/or controlled substances while on duty, unless such possession is necessary for and in performance of the employee's work-related duties and responsibilities.

NOTE: Any employees considering the use or possession of prescription or nonprescription medications containing alcohol must consult with their personal licensed medical practitioner in order to obtain a substitute medication that does not contain alcohol, or to consume such medications containing alcohol on a prescribed schedule that will render the employee alcohol free during working hours. In the event that the employee's licensed medical practitioner cannot prescribe a medication substitute or schedule that will render the employee alcohol free during working hours, the employee shall provide their immediate supervisor with signed documentation from their personal licensed medical practitioner indicating such so that a temporary accommodation for the employee can be attempted.

- B. Using alcohol within eight (8) hours following an accident if the employee was required to be tested, unless an earlier test resulted in a reading of no measurable

alcohol concentration.

- C. Reporting for duty or remaining on duty while having a measurable alcohol concentration or while under the influence of a controlled substance.
- D. Using controlled substances while on duty, unless the use is pursuant to the instructions of a licensed medical practitioner, who has advised the employee and employer in writing that the substance does not adversely affect the employee's ability to perform their job.
- E. Refusing to submit to alcohol or controlled substance testing as required by law.

This Policy also prohibits employees from engaging in the following conduct:

- A. Dispensing, distributing or receiving alcohol and/or controlled substances while on duty unless such dispensing, distribution or receipt was for the benefit of a third party and done pursuant to the requirements of one's Paramedic or Emergency Medical Technician duties.
- B. Consumption of controlled substances while on duty or within employer equipment, unless such consumption is pursuant to the instructions of a licensed medical practitioner, who has advised the employee and employer, in writing, that the substance does not adversely affect the employee's ability to safely perform their job.
- C. Reporting for duty or remaining on duty while having a measurable alcohol concentration or while under the influence of a controlled substance.
- D. Providing false information in connection with a test or falsifying test results through tampering, contamination, adulteration or substitution.
- E. Any employee having a reasonable basis to believe that another employee is illegally using and/or is in possession of alcohol and/or any controlled substances shall immediately report the facts and circumstances to their supervisor.

II. TESTING RULES AND PROCEDURES

I Test Requirement, Costs and Compensation

All employees are subject to testing for alcohol and/or controlled substances. Refusal to submit to a required test will result in removal of that employee from their assignment(s), which, in turn, may result in discipline up to and including discharge.

Employer shall pay all costs associated with the administration of alcohol and controlled substance testing, except those costs for a “split specimen” test requested by an employee or a return-to-duty retest. The employee shall pay for these tests. If the result of a split specimen is negative, the employer shall reimburse employee for the cost of said test upon submission of the appropriate documentation.

All time spent undergoing required alcohol or controlled substance testing, including reasonable travel time, shall be paid in accordance with applicable provisions of the collective bargaining agreement or the administrative pay policy that normally applies.

II Types of Tests

Testing must be conducted in the following situations:

A. Pre-Employment Testing

Any individual not currently employed by the employer, who is applying for a police officer position, shall be required to undergo alcohol and/or drug testing after a conditional offer of employment has been made.

Prior to the first time an employee performs the duties of their position and throughout their probationary period, an employee shall be required to undergo testing for alcohol and controlled substances. A positive test will result in disqualification from further consideration for employment in that position until the employee or prospective employee presents evidence of successful completion of a substance abuse treatment program. The frequency and timing of such testing shall be determined by the Chief or the Chief’s designee.

Any applicant or employee, who refuses to undergo such drug testing will be disqualified from further consideration for employment in that safety-sensitive position.

B. Reasonable Suspicion Testing

Reasonable suspicion alcohol or drug testing will occur under this Policy if the supervisor’s observations are made just before, during or just after the time the employee is performing the duties of his/her position.

- (1) In a situation where an employee is either acting in an impaired manner or the supervisor has reasonable suspicion to believe the employee is using or is under the influence of alcohol or drugs, the supervisor may order the employee to undergo a drug or alcohol test. The supervisor may, but need not, seek a corroborating opinion from another supervisor prior to immediately removing the employee from the job and sending the employee for drug or alcohol testing.
- (2) Once the employee has been removed from the job, the supervisor shall contact the Chief or the Chief's designee. If contact cannot be made at that time, the Supervisor shall proceed through the next step of this procedure and make contact with the Chief or the Chief's designee as soon thereafter as possible.
- (3) The supervisor shall then take the employee to the collection site for alcohol and/or drug testing immediately. If, for some reason but no later than eight (8) hours for an alcohol test or twenty-four (24) hours for a drug test, of having determined that there is reasonable suspicion to believe that the employee is using or is under the influence of alcohol or drugs. If the alcohol test is conducted more than two (2) hours but less than eight (8) hours after the supervisor makes such reasonable suspicion determination, the supervisor will complete a report explaining the reason for the delay in conducting the alcohol or drug test. The supervisor is to wait at the clinic with the employee until the breath test has been completed or the urine sample has been taken. If the alcohol test is not conducted within eight (8) hours after the supervisor makes such reasonable suspicion determination, or if the drug test is not conducted within twenty-four (24) hours after such determination, the supervisor shall complete a report explaining the reasons why the test was not conducted.
- (4) Once the alcohol testing has been completed and a positive confirmation test result has been received, the employee shall be returned to their reporting station. It will then be the employee's responsibility to make appropriate transportation arrangements in order to insure that they are not operating their personal motor vehicle while under the influence of alcohol or a controlled substance.
- (5) If a breath alcohol or a urine drug test has been administered, the employer will follow whatever procedure the Medical Review Officer requires with respect to contacting the employee once the test results are known and a decision has been made as to the employee's status.
- (6) The results of the drug testing will be sent directly to the Medical Review Officer for review and forwarding to the Chief. The results of the alcohol testing will be sent directly to the Chief. When the results are obtained, the employee's supervisor will consult with the Chief to determine the

appropriate course of action to be taken. This is a confidential process. Test results will be held strictly confidential and are not to be discussed or shared with anyone who does not need to know.

- (7) Once the test has been completed and the employee has been sent home, the supervisor must submit a written report to the Chief outlining, in detail, the event and the behavior observed that led the supervisor to believe the employee was under the influence of alcohol and/or drugs. This report must be done within a reasonable time after testing.

C. Post-Accident Testing

The employer shall test an employee for alcohol and controlled substances as soon as practicable following an accident involving a law enforcement vehicle if such accident is reportable under Wis. Stats. §346.70.

The alcohol breath test must be administered, as soon as possible, but no later than eight (8) hours following the accident, and the drug test must be administered within thirty-two (32) hours of the accident. If the alcohol test is not administered within two (2) hours of the accident, the supervisor shall complete a report explaining the reasons for the delay in conducting the test. If the alcohol test is not administered within eight (8) hours of the accident or if the drug test is not administered within thirty-two (32) hours of the accident, the supervisor shall complete a report explaining why the test was not conducted.

An employee, who is subject to post-accident testing, shall remain readily available for such testing or may be deemed by the Employer to have refused to submit to testing. A covered employee, who leaves the scene of the accident, may continue to be considered as readily available for testing if:

- (1) The employee notifies their supervisor or, if unavailable, another supervisor of their location;
- (2) The employee left the scene to obtain necessary medical care (for themselves or others); or
- (3) The employee left the scene to obtain assistance in responding to the accident.

D. Return-to-Duty/Follow-Up Testing

The Employer will ensure that before an employee returns to work requiring the performance of their duties after engaging in conduct prohibited by this Policy, the employee shall undergo a return-to-duty follow-up test with a result indicating no measurable alcohol concentration or verified negative result for controlled substance use. In any event, if required by law, an employee will not be allowed to

return to duty without first having been evaluated by the Employer's Substance Abuse Professional in order to determine the employee's fitness for duty.

Following a determination that an employee is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the employer shall ensure that the employee is subject to unannounced follow-up alcohol and/or controlled substances testing in consultation with a Substance Abuse Professional. Consequently, the employee shall be given at least six (6) unannounced tests during the 12-month period after returning to duty. The Substance Abuse Professional shall determine whether additional follow up testing is warranted over the next 48 months.

III Testing Procedures

The Employer has or will enter into an alcohol and drug testing agreement with Prevea Clinic. Testing may be done on both urine and breath (blood alcohol may also be required by law or at the request of an employee). Prevea Clinic or its designees shall be responsible for seeing that samples are sent to a certified laboratory and shall assist in the interpretation of the results. Employer may contract with a replacement testing service as long as such replacement service meets Federal standards under the Federal Omnibus Transportation Employee Testing Act of 1991 and the regulations thereunder.

A. Alcohol Testing

Employees shall be required to submit to breath testing using an approved Evidential Breath Testing (EBT) device. A certified Breath Alcohol Technician shall administer an initial screening test. If the employee tests positive for alcohol, then the BAT will conduct a confirmation test. The employer shall take action based only upon the positive results of a confirmation test. All procedures and steps used in conducting both the initial and confirmation tests shall be performed in conformance with Federal laws and regulations.

(1) Preparation for Breath Alcohol Testing

The following procedures summarize the regulations for implementing alcohol and drug testing. These procedures are subject to change in the event the Federal Highway Administration or other governmental agency changes the regulations on alcohol and drug testing of employees.

- (a) When the employee enters the collection site, the BAT shall require the employee to provide positive identification, i.e., photo identification or employer identification.
- (b) The BAT will explain the test procedure.

- (c) Employees shall be required to complete and sign various forms used to document the testing process. Refusal to sign the test forms will be regarded as a refusal to take the test.
- (d) Employees shall be instructed to blow forcefully into the mouthpiece for at least six seconds or until the EBT indicates that an adequate amount of breath has been obtained.
- (e) If an employee tests positive during the screening test, the employee shall not eat, drink or put any object or substance in their mouth and, to the extent possible, not belch during the 20-minute waiting period before the confirmation test is conducted.
- (f) Refusal by an employee to complete and sign the test form, to provide breath, to provide an adequate amount of breath, or failure to cooperate with the testing process in a way that prevents the completion of the test will subject the employee to discipline, up to and including termination.

In the event of conflicting results between the initial test and the confirmation test, the confirmation test results shall determine the outcome of the test.

(2) **Blood Alcohol Testing**

Blood alcohol testing is authorized only in the following circumstances:

- (a) When this Policy or Federal Rules require a post-accident or reasonable suspicion test, and an EBT is not readily available for either a screening or confirmation test, or if there is an EBT available only for a screening test; or
- (b) When an employee attempts and fails to provide an adequate amount of breath, blood alcohol testing may be used for both screening and confirmation test purposes.

Upon the conclusive finding of a positive blood alcohol test result, the employee has 72 hours in which to request a test of the split specimen. (For explanation of split specimen, refer to **Testing for Controlled Substances** section below). An employee, who fails to notify the Medical Review Officer within 72 hours of receiving the results of the positive test of the employee's desire to have the split specimen tested shall be deemed to have waived the employee's right to seek testing of the split specimen.

An employee requesting the testing of a split specimen shall be responsible for the cost of any such test. If the result of said test is negative, the Employer shall reimburse the employee for said test.

Pending receipt of the result of the analysis of the split specimen, the employee shall not return to duty unless the employee has met conditions set forth in this Policy.

All blood alcohol testing shall be conducted in conformance with the procedures established by the Federal Regulations.

(3) Results of a Positive Test

If a confirmation alcohol test results in any measurable alcohol concentration, the Employer is required to:

- (a) Remove the employee from their position.
- (b) Before returning the employee to employment, take the following steps:
 - (i) Refer the employee to a Substance Abuse Professional for assessment and a determination of whether participation in a treatment program is necessary;
 - (ii) Obtain a verification from a substance abuse professional that the employee has complied with any required rehabilitation or treatment program; and
 - (iii) Retest to verify that the employee has no measurable alcohol concentration.
- (c) The employee will subsequently be given at least six (6) unannounced tests during the twelve (12) months after returning to duty. The Substance Abuse Professional shall determine whether additional follow up testing is warranted over the next forty-eight (48) months.

In the event that an employee is required to comply with breath testing as a result of a law enforcement investigation, the employee must submit to the examination. The test will be considered enforceable for purposes of this Policy if the testing officer is a qualified BAT and the EBT that was used for the test has been certified by the State of Wisconsin or a local law enforcement agency.

B. Testing for Controlled Substances

The Employer has established its anti-drug program through this Policy and strictly prohibits the unlawful manufacture, distribution, dispensing, possession or unauthorized use of a controlled substance in the workplace. Further, any abnormal conduct that may create a reasonable suspicion that an employee is under the influence of a controlled substance is addressed in the **Reasonable Suspicion Testing** section described previously in this Policy.

For purposes of this Policy, the employer shall test for the following controlled substances. Concentrations of controlled substances at or above the following levels shall be considered positive and confirmation test results as follows:

<u>Type of Drug or Metabolite</u>	<u>Initial Test</u>	<u>Confirmation Test</u>
Marijuana metabolites	50	
Delta-9-tetrahydrocanna-binol-9-carboxylic acid (THC)		15
Cocaine	300	150
metabolites (Benzoylecgoine)		
Phencyclidine (PCP)	25	25
Amphetamines	1000	
Amphetamine		500
Methamphetamine		500 (Specimen must also contain amphetamine at a concentration of greater than or equal to 200 ng/mL.)
Opiate metabolites	2000	
Codeine		2000
Morphine		2000
6-acetylmorphine (6-AM)		10 (Test for 6-AM in the specimen. Conduct this test only when specimen contains morphine at a concentration greater than or equal to 2000 ng/mL.)

The drug screen panel is subject to modification as required by the Federal Regulations referenced above.

Drug testing is conducted by analyzing an employee's urine specimen (through a certified testing lab). This procedure includes the use of a split specimen testing procedure. Each urine specimen is subdivided into two bottles labeled as a "primary" and a "split" specimen. Both bottles will be sent to a certified lab. Only the "primary" specimen is opened and used for the urinalysis. The split specimen

bottle will remain sealed and stored at the lab. If the analysis of the primary specimen confirms the presence of illegal, controlled substance, the employee has 72 hours to request the split specimen be retested at the same lab or be sent to another certified laboratory for analysis. An employee, who fails to notify the Medical Review Officer within 72 hours of receiving the results of the positive test of the employee's desire to have the split specimen tested shall be deemed to have waived the employee's right to seek testing of the split specimen. In some cases, the employee may be unable to provide a urine sample. After a reasonable waiting period (not more than two hours) the collection site person may terminate the testing procedure.

(1) Preparation for Drug Testing

The following procedures summarize the procedures established by the Employer for implementing drug testing. These procedures are subject to change in the event a governmental agency changes the regulations on alcohol and drug testing of employees in public safety positions.

- (a) When the employee enters the collection site, the employee will be required to provide identification, i.e., photo identification or employer identification.
- (b) The employee shall be instructed to provide at least 45 ml of urine under the split sample method of collection. This will be done in a specifically designated "donor" bathroom.
- (c) The urine sample shall be divided into a primary specimen (30 ml) and a split specimen (15 ml).
- (d) If the test result of the primary specimen is positive, the employee may request, within 72 hours of receiving the positive test result, that the Medical Review Officer direct that the split specimen be tested in the same manner or a different DHSS-certified laboratory for presence of the drug(s) for which a positive result was obtained in the test of the primary specimen.
- (e) An employee will be removed from their position pending the result of the test of the split specimen.
- (f) If the result of the test of the split specimen fails to confirm the presence of the drug(s) or drug metabolite(s) found in the primary specimen, the Medical Review Officer shall cancel the test.

- (g) Employees shall be required to complete and sign various forms used to document the testing and chain of custody process. Refusal to sign the test form(s) shall be regarded as a refusal to take the test.
- (h) Refusal by an employee to complete and sign the test an chain of custody forms, to provide urine, to provide an adequate amount of urine (to be decided on a case-by-case basis), to request a blood alcohol test in lieu of urine, or other failure to cooperate with the testing process in a way that prevents the completion of the test shall be considered grounds for disciplinary action, up to and including termination.

In the event of conflicting results between the initial test and the confirmation test, the confirmation test shall determine the outcome of the test.

(2) Results of Positive Test

As with an alcohol misuse violation, the employer is required to act upon a positive controlled substance test result in the following manner:

- (a) Remove the employee from their position. This removal will only take place after the employee has been allowed to meet or speak with a Medical Review Officer to determine that the positive drug test did not result from the authorized use of a controlled substance;
- (b) Refer the employee to a Substance Abuse Professional for assessment and subsequent compliance with recommended rehabilitation after a determination of a drug problem has been made;
- (c) The employee must be evaluated by a Substance Abuse Professional or Medical Review Officer and determined to be fit to return to work prior to their release of the employee; and
- (d) The employee must have a negative result on a return-to-duty drug test. Follow-up testing to monitor the employee's continued abstinence from drug use will be required if the employee is determined to be in need of rehabilitation.

C. Prescription and Nonprescription Drugs

Before performing work-related duties, employees must notify the Chief or the Chief's designee if they are taking any legally prescribed medication, therapeutic drug or any nonprescription drug which contains any measurable amount of alcohol

or which carries a warning label that indicates the employee's mental functioning, motor skills or judgment may be adversely affected by the use of this medication. In such case, the employee's licensed medical practitioner shall indicate and recommend accommodation for the employee. Employees do not need to disclose the purpose for which the medication has been prescribed.

It is the responsibility of the employee to inform their licensed medical practitioner of the type of public safety function that they are likely to perform in order that the licensed medical practitioner may determine if the prescribed substance could interfere with the safe and effective performance of the employee's duties or operation of the employer's equipment. The employee shall present their licensed medical practitioner with a form, provided by the employer, that the employee's licensed medical practitioner is to complete and where accommodation is warranted the employer shall attempt to provide accommodation. Upon reporting for work on the first day in which the employee is taking the medication, they are to present the completed licensed medical practitioner's form to the Chief or the Chief's designee. In the absence of an employer form, the employee's physician may use his/her own form provided that the physician's form includes information as to the ability of the employee to safely perform the requirements of the position. The employer shall follow up with the physician in cases on an as needed basis.

As set forth in part III. C. of this Policy, an employee considering the use or possession of prescription or nonprescription medications containing alcohol should consult with their personal licensed medical practitioner in order to obtain a substitute medication that does not contain alcohol or to consume such medications containing alcohol on a prescribed schedule that will render the employee alcohol free during working hours. In the event the employee's licensed medical practitioner cannot prescribe a medication substitute or schedule that will render the employee alcohol-free during working hours, the employee shall provide the Chief or the Chief's designee with signed documentation from their personal licensed medical practitioner indicating such so that an accommodation for the employee can be attempted.

D. Confidentiality of Records

The employer respects the confidentiality and privacy rights of all of its employees. Accordingly, the results of any test administered under this Policy and the identity of any employee participating in any related assessment or treatment program shall not be revealed by the employer to anyone except as required by law. The employer shall release an employee's records as directed by the express written consent of the employee authorizing release to an identified person. In addition, the employer shall ensure that any lab or agency used to conduct testing under this Policy shall maintain the confidentiality of employee test records. In the course of official business, however, the lab or testing agency shall disclose information related to a positive alcohol or drug test of an individual to the Chief. The Chief may, in turn, disclose this information to the employee, and limited necessary

information to their department head and their immediate management supervisor as well as to the arbitrator or judge in a lawsuit, grievance or other proceeding by or on behalf of the employee, which arises from any action taken in response to a positive alcohol or drug test or as required by law, including court orders or subpoenas.

The Medical Review Officer shall not reveal individual test results to anyone, except the employee and the Chief, unless the Medical Review Officer has been presented with a written authorization from the tested employee. The Medical Review Officer may reveal to the Chief or the Chief's designee, relevant information as to whether the employee is qualified to perform safety-sensitive functions or whether the employee has tested positive for alcohol or a controlled substance. The Chief may disclose limited necessary information to the Chief's managing supervisor and employee's immediate management supervisor as well as to the arbitrator or judge in a lawsuit, grievance or other proceeding on behalf of the individual, which arises from any action taken in response to a positive alcohol or drug test or as required by law, including court orders or subpoenas or upon the tested employee's written authorization and consent.

All records related to alcohol and drug tests of individual employees shall be maintained by the Human Resources Department in individual files separate from the employee's personnel file. These records shall be stored in a locked cabinet and access shall only be allowed to those employees who have a legitimate need to file or review the records of a particular employee as part of their authorized work assignments.

E. Discipline

The employer may take disciplinary action consistent with the City of De Pere's Rules and Regulations, the Parties' Collective Bargaining Agreement and Wis. Stats. §62.13. based upon noncompliance with this Policy by an employee.

F. Questions/Further Information

Any employee having questions or requesting further information with respect to the scope of this Policy and its contents may contact the Human Resources Department, 335 South Broadway, De Pere, WI 54115, telephone 920-339-4045.

**Summary Of The City Of De Pere Policy
Based Upon U.S. Dot Requirements
Regarding Prescription And Non-Prescription Drug Use
By Employees Performing Safety-Sensitive Work**

Before performing work-related duties, employees must notify their supervisor if they are taking any legal prescribed medication, therapeutic drug, or any non-prescription drug which contains any measurable amount of alcohol or which carries a warning label that indicates the employee's mental functioning, motor skills, or judgment may be adversely affected by the use of this medication. In the event that an employee is taking such a medication, he/she shall have his/her physician complete the Physician's Evaluation of Prescribed Drug form and present it to his/her immediate management supervisor at the start of his/her first work period. Disclosure of the name of the medication or medical condition for which the employee is being treated is not required.

It is the responsibility of the employee to inform his/her physician of the type of work that he/she is likely to perform in order that the physician may determine if the prescribed substance could interfere with the safe and effective performance of the employee's duties or operation of City equipment.

An employee considering the use or possession of prescription or non-prescription medication containing alcohol should consult with his/her personal physician in order to obtain a substitute medication that does not contain alcohol or to consume such medications containing alcohol on a prescribed schedule that will render the employee alcohol-free during working hours. In the event that the employee's physician cannot prescribe a medication substitute or schedule that will render the employee alcohol-free during working hours, the employee shall provide his/her immediate management supervisor with signed documentation from his/her personal physician indicating such so that an accommodation for the employee can be attempted.

Physician's Evaluation Of Prescribed Drugs

Patient/Employee Name: _____

Date of Evaluation: _____

The above-named employee of the City of De Pere is required to be drug- and alcohol-free while in the course of employment. Please evaluate all prescription and non-prescription medications that you have directed this individual to take and complete the following certification. In cases where accommodation is warranted, the City of De Pere will attempt to provide accommodation.

Physician's Certification

I have evaluated the prescription and non-prescription medications that I have directed the above-named patient to take and I have determined that:

Check one:

- () He/she can safely perform the duties and responsibilities of a public safety employee while taking the medications that I have directed him/her to take.
- () He/she cannot safely perform the duties and responsibilities of a public safety employee while taking the medications that I have directed him/her to take and accordingly, the following job accommodation should be considered for him/her during the following time period.

(_____ to _____)

Physician's Name: _____
(Type or Print)

Physician's Name: _____
(Signature)

Behavior / Incident Documentation Form

Department:

Location of Incident:

Employee:

Date of Observation: _____ Time:

Observations Recorded by:

Additional Witnesses:

Length of Time Observed:

Description of Behavior/Incident:

Did employee refuse a medical examination?

Did the employee leave the workplace on their own?

Time Left: _____ Location:

Vehicle (If any):

Vehicle License:

Were Local Authorities Called: _____ Time:

Name of authority contacted:

Other person(s) observing departure:

Additional comments or information (continue on back if necessary):

Report turned over to:

Reporting Supervisor Signature

Date

Witness' Signature

Date

Employee Acknowledgment Form

Detach and return this page to the Fire Chief after you have read and understood this policy.

I acknowledge that I have read the City of De Pere Alcohol and Controlled Substance Testing Policy and the provisions contained therein on the date indicated below. I understand that the terms described in the Alcohol and Controlled Substance Testing Policy may be altered, amended or changed by the City to comply with the Federal Omnibus Transportation Employee Testing Act of 1991 and its implementing regulations, with or without prior notice.

I understand if I have any questions about the policy, I can contact the Fire Chief.

Signed: _____
(Employee – Please Print or Type)

Signed: _____
(Employee - Signature)

Date: _____

Received by: _____
City Official

Date: _____

Attachment C

Note: Detailed maps for the Counties dissected by the 30-mile radius (Counties of Calumet, Door, Kewaunee, Manitowoc, Oconto, Outagamie, Shawano, Winnebago) that will guide the determination of compliance with the residency requirement are maintained in the office of the City of De Pere's Human Resources Department.