



Finance/Personnel Committee

Regular Meeting

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

Agenda

Tuesday, April 11, 2017

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 **April 11, 2017 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 March 14, 2017, Regular Meeting of the Finance/Personnel Committee
3. Fire Department Overtime and LifeQuest Billing Report for March, 2017.
4. Police Overtime Report for March 2017
5. Consider Fire Department's Award from Northeast Wisconsin Healthcare Emergency Response Coalition.*
6. Consider Fire Department's Intern Agreement with Northeast Wisconsin Technical College.*
7. Review of Streetscape Project Process - Expenditure of Excess Stadium Tax Revenue
8. 2016 Budget Items Carried Forward to 2017.*
9. Public Comment and announcements.
10. Future agenda items.
11. Adjournment

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

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

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library

De Pere Chamber of Commerce
Tina Quigley, Executive Director of Definitely De Pere

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: April 11, 2017

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Approval of the Minutes of the March 14, 2017, Regular Meeting of the Finance/Personnel Committee

ATTACHMENTS:

- March 14, 2017 DRAFT Minutes (DOCX)



Finance/Personnel Committee

Regular Meeting

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

Draft Minutes

Tuesday, March 14, 2017

7:30 PM

De Pere City Hall Council Chambers

Call to Order. Mayor Walsh called the regular meeting of the Finance/Personnel Committee to order at 7:35 PM on March 14, 2017, at De Pere City Hall Council Chambers, 335 South Broadway Street, De Pere, Wisconsin.

Attendee Name	Title	Status	Arrived
Scott Crevier	Aldersperson	Present	
Michael Donovan	Aldersperson	Present	
Larry Lueck	Aldersperson	Present	
Lisa Rafferty	Aldersperson	Excused	
Michael J. Walsh	Mayor	Present	

Also Present: City Administrator Lawrence Delo, Police Chief Derek Beiderwieden, Fire Chief Alan Matzke, Economic Development and Planning Director Kimberly Flom, Public Works Director Scott Thoresen, Finance Director Joseph Zegers, Members of New Leaf Market Cooperative, Members of Black Honey Hashery, LLC and Members of the Public.

- Approval of Minutes of the February 14, 2017 Regular Meeting of the Finance/Personnel Committee.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael Donovan, Aldersperson
SECONDER: Larry Lueck, Aldersperson
AYES: Scott Crevier, Michael Donovan, Larry Lueck, Michael J. Walsh
EXCUSED: Lisa Rafferty

- Police Department Overtime Report for February 2017

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Crevier, Aldersperson
SECONDER: Michael J. Walsh, Mayor
AYES: Scott Crevier, Michael Donovan, Larry Lueck, Michael J. Walsh
EXCUSED: Lisa Rafferty

- Fire Department Overtime and LifeQuest Billing Report for February, 2017.

Fire Chief Matzke advised the Committee that he wished to correct an error that was on the department's overtime report for Staffing Replacement. He clarified that the amount in that category was accurate in total, but that January Staffing Replacement should reflect 34.5 hours and February should reflect 0.00, as all of the overtime was incurred in January due to sick leave. Chief Matzke apologized for the error.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael J. Walsh, Mayor
SECONDER: Larry Lueck, Aldersperson
AYES: Scott Crevier, Michael Donovan, Larry Lueck, Michael J. Walsh
EXCUSED: Lisa Rafferty

5. Consider Fire Department's request to change EMS collection agency provider.*

Alderson Crevier questioned the meaning of skip tracing referenced in the Addendum, and a discussion followed regarding that term and its meaning. Following discussion, Fire Chief Matzke indicated that the Legal Department had reviewed the Addendum and believes this is a standard term in the collection business.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderson
SECONDER:	Michael Donovan, Alderson
AYES:	Scott Crevier, Michael Donovan, Larry Lueck, Michael J. Walsh
EXCUSED:	Lisa Rafferty

6. Consideration of Revised Revolving Loan Fund documents for Honey Court Hashery, LLC (1104 Honey Court)

Alderson Crevier requested that Economic Development and Planning Director Flom explain the basis for the modification of the loan terms. Economic Development and Planning Director Flom advised that both the Finance/Personnel Committee and the Common Council previously approved the terms of the Revolving Loan Fund for Black Honey Hashery. The applicant has been unsuccessful in securing one of the three terms of collateral required for the loan, specifically, the life insurance guarantee naming the City as beneficiary. Staff has investigated other options to secure the loan, but have been unable to come up with an alternative, so it is requested that the Committee remove that requirement from the loan documents, as there is still adequate collateral for the loan. The project has advanced to the point where the applicant is planning to open for business as early as April or May. Alderson Crevier questioned whether this item would move forward to Council, and a discussion followed. Following discussion, the Mayor indicated that the reason the Finance/Personnel Committee could approve the modification is because the Common Council already approved the loan agreement and there is only a change being made to it.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Michael Donovan, Alderson
AYES:	Scott Crevier, Michael Donovan, Larry Lueck, Michael J. Walsh
EXCUSED:	Lisa Rafferty

7. New Leaf Cooperative Market project update and request to purchase a portion of Parcel ED-881. *

Economic Development and Planning Director Kimberly Flom provided a summary of the property acquisition request and advised that the appraisal for Parcel ED-881 came back at \$70,000. New Leaf is requesting to purchase approximately 6,000 feet of that property to expand the building it has purchased at 310 North Wisconsin and convert it to a grocery store. Economic Development and Planning Director Flom further indicated that the Cross Easement Agreement has been signed by Shopko representatives and is expected to be signed by the other parties soon. Meetings have also taken place with owners of the neighboring Voyageur Financial Building, and the owners have expressed support of project but do want to understand construction dimensions and staging, along with access elements of the project. Any site plan proposed should ensure adequate access to the private-owned parking stalls of the Voyageur building. A benefit of the project is that the City is gaining grocery store downtown, but the loss of 23 parking

stalls is permanent, as stalls would not be replaced elsewhere. Definitely De Pere advised there is resounding support for the project from the property and business owners in the downtown, and the gain of New Leaf business in the area far outweighs the loss of parking spaces. With the loss of parking stalls, there is still a solid ratio for a downtown and parking is just under the standard for commercial retail. Economic Development and Planning Director Flom presented acquisition terms which include a CSM to split the parcel, right-of-way vacation for Wisconsin Street, a Phase I report, closing costs and title insurance for the City. Terms for New Leaf include a complete site plan application submitted to City, verification of all financing in place, a signed construction contract and a closing simultaneously, or right after, the closing for New Leaf's building purchase. After closing, New Leaf would need to take occupancy within 12 months and relocate an existing storm sewer. Economic Development and Planning Director Flom further explained the property reversion process if New Leaf does not comply with their obligations. New Leaf met with Brown County, and their County Revolving Loan is currently in queue; the City Revolving Loan will be brought forward after the County loan is completed. Alderperson Crevier asked about re-obtaining the property, and the condition of the property at the time of the reversion, and Economic Development and Planning Director Flom explained that the property would revert in the condition that it was currently in, but the City Attorney could advise whether provisions could be added to the Purchase Agreement about reversion back to a parking lot. Alderperson Lueck added that he would also prefer to see the property revert as a parking lot, if it were to happen. Alderperson Lueck further asked about parking stall loss and potential impact from Shopko's Garden Center, to which Economic Development and Planning Director Flom responded that while it would temporarily impact parking once New Leaf is a tenant, it would not impact the overall Parking Agreement which is meant to address more permanent parking issues. The Mayor asked about access to the nearby alley and access to the private stalls during construction, and Economic Development and Planning Director Flom indicated that those details are still being addressed, but New Leaf and Voyageur Office are meeting to discuss those issues. The City's goal is to address the construction and staging so that both businesses are successful and there is minimal impact to the Voyageur Office Building.

Mayor Walsh made a Motion to open the meeting, seconded by Alderperson Crevier. Upon vote, Motion carried unanimously. Tracy Flucke, Chairman of Membership and Marketing, spoke on behalf of New Leaf and provided a presentation on New Leaf's progress to date, the community benefits of a coop store, the positive impact on the local economy and New Leaf's promotion process to grow members and membership benefits.

Lynn Walter, President, explained the sources of financing for the project, the current status to date and their proposed timeline for project completion. Alderperson Crevier expressed skepticism about membership growth and timeline goals. Ms. Walter explained that membership campaigns were silent for some time due to the switch from Green Bay site to De Pere site and were held off until a site was in place. Their goal is to complete membership campaigns, and have sufficient members in place, to break ground in September. While the money is necessary to complete the project, membership numbers show community support, and the members will be the customers of the store. The Mayor commented that once the public learns that this project is committed to this community, membership should start to grow.

Aldersperson Donovan made a Motion to go back to regular order, seconded by Aldersperson Lueck. Upon vote, Motion carried unanimously.

Aldersperson Lueck asked for clarification about the revolving loan and Economic Development and Planning Director Flom indicated that once the loan closes, which would not occur until the obligation terms are met, New Leaf would then have 12 months to construct and take occupancy. Aldersperson Crevier asked about the details of the grant that was previously applied for, and Economic Development and Planning Director Flom explained the process required for reporting to the State and the obligations involved in securing and utilizing grant funds.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Michael Donovan, Aldersperson
AYES:	Scott Crevier, Michael Donovan, Larry Lueck, Michael J. Walsh
EXCUSED:	Lisa Rafferty

8. Recommendation to Provide Hourly Stipend for Water Service Worker*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Aldersperson
SECONDER:	Scott Crevier, Aldersperson
AYES:	Scott Crevier, Michael Donovan, Larry Lueck, Michael J. Walsh
EXCUSED:	Lisa Rafferty

9. Public Comment and announcements.

None.

10. Future agenda items.

None.

11. Adjournment.

Upon Motion of Mayor Walsh, seconded by Aldersperson Crevier, the Finance/Personnel Committee unanimously adjourned at 8:22 PM.

Respectfully submitted,
Angela Zills

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: April 11, 2017

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Fire Department Overtime and LifeQuest Billing Report for March, 2017.

ATTACHMENTS:

- FIRE DEPT MARCH OT RPT (PDF)

DE PERE FIRE RESCUE
OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2016

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	124.25	126.00	168.00	126.00	108.75	137.75	186.00	101.25	170.00	239.75	221.50	203.75	1,913.00
EMS TRAINING	84.00	86.50	66.25	74.25	17.50	2.25	0.00	27.00	90.00	72.75	67.50	67.50	655.50
FIRE TRAINING	0.00	368.50	357.25	61.50	31.25	4.25	4.50	28.50	18.00	86.50	57.25	0.00	1,017.50
RESCUE CALLS	7.50	7.50	8.00	9.00	4.50	6.25	16.00	9.25	9.50	8.25	26.50	4.00	116.25
FIRE CALLS	7.25	0.00	0.00	0.00	5.50	0.00	0.00	0.00	3.25	7.50	0.00	3.50	27.00
MEETINGS	89.00	33.25	29.25	60.75	57.75	24.25	11.50	156.50	47.25	40.50	85.50	43.25	678.75
STAFFING REP.	0.00	4.50	0.00	132.75	0.00	0.00	144.00	231.00	13.50	43.00	734.25	144.00	1,447.00
MAINTENANCE	0.00	0.00	3.00	20.25	9.50	11.00	0.00	0.00	0.00	0.00	0.00	0.00	43.75
PUB. ED.	9.00	59.25	2.75	7.50	38.75	3.00	0.00	27.00	105.50	13.50	22.50	1.50	290.25
SPECIAL EVENTS	0.00	0.00	0.00	0.00	235.00	0.00	0.00	26.50	73.50	0.00	0.00	0.00	335.00
# FIRE RUNS	34.00	31.00	42.00	22.00	23.00	49.00	36.00	35.00	33.00	30.00	25.00	51.00	411.00
# of EMS RUNS	137.00	115.00	130.00	169.00	182.00	153.00	178.00	154.00	175.00	145.00	148.00	170.00	1,856.00
DISPATCH ERRORS	6.00	3.00	11.00	11.00	8.00	5.00	3.00	11.00	1.00	2.00	2.00	3.00	66.00
TOTAL HRS.	321.00	685.50	634.50	492.00	508.50	188.75	362.00	607.00	530.50	511.75	1,215.00	467.50	6,524.00

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										558.75
EMS TRAINING	24.00	257.50	72.00										353.50
FIRE TRAINING	35.00	0.00	10.50										45.50
RESCUE CALLS	5.50	6.75	39.25										51.50
FIRE CALLS	0.00	0.00	8.75										8.75
MEETINGS	37.00	55.25	60.00										152.25
STAFFING REP.	34.50	0.00	0.00										34.50
MAINTENANCE	0.00	0.00	0.00										0.00
PUB. ED.	9.75	0.00	9.00										18.75
SPECIAL EVENTS	0.00	0.00	0.00										0.00
# FIRE RUNS	42.00	32.00	33.00										107.00
# of EMS RUNS	174.00	163.00	172.00										509.00
DISPATCH ERRORS	2.00	5.00	7.00										14.00
TOTAL HRS.	365.50	504.00	354.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,223.50

Special Events included in Overtime

Total Overtime Budget \$95,000, Expenditures through April 3, 2017 \$22,460, 24%

Notes: Effective March, 2017

*Period: 02/25/17-03/24/17

+Period:

^Period:

*+Period:

**Period:

++Period:

^^Period:

***Period:

+++Period:

^^^Period:

**DE PERE FIRE RESCUE
OVERTIME CAUSED BY SICK LEAVE
MARCH, 2017**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
TOTAL	0	0

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

**LIFEQUEST MEDICAL BILLING - 2017
MONTHLY REPORT**

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE
CHARGES	155,297	111,851	117,957			
PAYMENTS	65,035	53,532	79,615			
ADJUSTMENTS	70,467	39,304	53,476			
WRITE OFFS	0	0	0			

	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
CHARGES						
PAYMENTS						
ADJUSTMENTS						
WRITE OFFS						

Payments to LifeQuest	
Jan. 2017	2,927
Feb. 2017	2,409
March 2017	3,535
April 2017	
May 2017	
June 2017	
July 2017	
Aug. 2017	
Sept. 2017	
Oct. 2017	
Nov. 2017	
Dec. 2017	
Total Paid	\$8,871

DE PERE FIRE RESCUE
STRUCTURAL FIRE "STILL" ALARMS FOR MARCH 2017



Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
03/02/2017	1110 Westwood	C	Carbon monoxide detector sounding	E121	Investigate, hot water heater malfunction
03/04/2017	930 Main Avenue	B	Vehicle fire	A111, A121, E111	Investigate, vehicle engine smoking
03/04/2017	1180 Grant Street	B	Fire alarm sounding	N/A	False alarm, burnt food
03/07/2017	1726 Jonathan Court	C	Carbon monoxide detector sounding	E111	Investigate, vehicle idling in driveway near garage for extended time period
03/08/2017	755 Scheuring Road	B	Fire alarm sounding	A121, E111, E121	Investigate, false alarm
03/08/2017	1010 S. Broadway	B	Heat from short circuit	C104, E111, E121, L111	Investigate, remove hazard
03/09/2017	500 Leonard Street	C	Gas leak	C104, A111, E111	Investigate, ventilate
03/09/2017	2384 Daytona Speedway	C	Smoke coming from pipe	C390, C690, C1790, E121, A6011, A6021, E111	Investigate, false alarm, pellet stove burning
03/09/2017	1751 W. Matthew Drive	C	Fire alarm sounding	E111, E121	Investigate, unintentional
03/09/2017	1990 Terry Lane	C	Smoke removal	E111, E121	Investigate, local business cause of odor
03/10/2017	3076 Essen Road (Village of Bellevue)	A	Fuel burner malfunction	C104, E111	Investigate, furnace malfunction, ventilate
03/11/2017	110 S. Broadway	C	Carbon monoxide detector sounding	A111, E111	Investigate, ventilate

Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
03/12/2017	1625 Lost Dauphin Road	A	Carbon monoxide detector sounding	E111, E121	Investigate, sump pump malfunction
03/13/2017	1751 W. Matthew Drive	B	Fire alarm sounding	C104, E111, E121	Investigate, false alarm
03/15/2017	1313 N. Summer Range	B	Carbon monoxide detector sounding	E111	Investigate, unintentional
03/16/2017	1031 Outward Avenue	C	Fire alarm sounding	E121	Investigate, replace batteries
03/16/2017	200 S. 9th Street	C	Fire alarm sounding	A111, E111	Investigate, resident smoking
03/17/2017	1848 Verlin Road (Village of Bellevue)	B	Steam mistaken for smoke	E111	Dispatched and canceled en route
03/19/2017	801 Lawton	A	Fire alarm sounding	E111	Investigate, unintentional
03/22/2017	2051 Old Plank Court	B	Excessive heat with no ignition	E111	Investigate, burnt food in microwave
03/23/2015	Drews Drive/9th Street	A	Gas leak	E121	Investigate, odor from local business
03/23/2017	403 Scotchwood	A	Building fire	C101, A111, A6011, E111, E121, L111	Extinguishment, ventilate
03/24/2017	650 S. Michigan Street	B	Fire alarm sounding	E111	Investigate, malfunction
03/27/2017	2276 Red Tail Glen	C	Carbon monoxide detector sounding	E121	Investigate, replace batteries
03/27/2017	243 S. Webster Avenue	C	Carbon monoxide detector sounding	E111	Investigate
03/29/2017	1931 Rainbow	C	Fire alarm sounding	C104, E111, E121	Investigate, unintentional, heating contractor performing work

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

MEETING DATE: April 11, 2017

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Police Overtime Report for March 2017

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

Miscellaneous OT of 42.75 hours is comprised of 5 hours for field training observation reports, 4 hours for travel to a career fair, 6.25 Patrol fraction allotments and 27.5 hours for SWAT Callouts.

The Reimbursed Miscellaneous OT of 45 hours are comprised of 5.5 OWI Task Force hours, 24 Click it or Ticket Task Force hours, and 15.5 Drug Task Force Hours.

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

ATTACHMENTS:

- 2015 PD OT Report Summary (PDF)
- 2016 PD OT Report Summary (PDF)
- March 2017 PD OT Report (PDF)

OVERTIME BY REASON 2015

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	32.00	77.50	59.50	59.50	54.50	23.50	23.00	70.50	29.00	22.50	45.00	28.00	524.50
OFFICER WORKED ON HOLIDAY	8.00	18.00	4.00	26.00	12.00	97.50	63.00	13.00	129.25	14.00	16.00	233.25	634.00
OFFICER FOR COURT	14.00	22.00	18.50	8.00	6.00	16.00	12.00	10.00	11.00	12.00	6.00	11.50	147.00
OFFICER TRAINING	19.00	144.50	132.50	73.75	78.00	54.50	17.00	65.50	179.50	97.50	99.25	75.50	1036.50
OFFICER RELIEF FOR FUNERAL			7.50										7.50
OFFICER ATTEND MEETING	12.00		12.00	7.50	0.50	16.00	4.00	22.50		17.00	8.50	18.00	118.00
STAFFING LEVEL	45.00	47.50	49.50	67.00	103.00	105.00	112.00	102.25	98.00	59.00	105.00	119.00	1012.25
INVESTIGATION	20.25	78.00	43.25	34.50	35.00	48.00	49.00	25.00	26.00	26.00	51.50	37.00	473.50
HONOR GUARD FOR FUNERAL				22.00	8.00	2.00				3.00	12.00		47.00
SCHOOL LIAISON REIMBURSED	17.00	35.00	19.00	21.50	8.50	21.50		14.00	30.50	38.50		9.00	214.50
COMMUNITY RELATIONS	1.00		2.00							3.50			6.50
SPECIAL ASSIGNMENT									22.50	24.50			47.00
SPECIAL ASSIGNMENT REIMBURSED		10.00		10.50	26.00	178.00	6.00		10.00			38.50	279.00
MISCELLANEOUS	6.00	14.25	7.75	8.75	35.00	18.50	9.75	8.75	53.25	6.25	25.50	22.00	215.75
MISCELLANEOUS REIMBURSED	59.50	33.50	24.00	39.00	20.50	28.50	33.25	30.00	44.00	15.00	46.00	71.50	444.75
Gross OFFICER OVERTIME	233.75	480.25	379.50	378.00	387.00	609.00	329.00	361.50	633.00	338.75	414.75	663.25	5207.75
SUBTOTAL REIMBURSED OVERTIME	(76.50)	(78.50)	(43.00)	(71.00)	(55.00)	(228.00)	(39.25)	(44.00)	(84.50)	(53.50)	(46.00)	(119.00)	(938.25)
NET OFFICER OVERTIME	157.25	401.75	336.50	307.00	332.00	381.00	289.75	317.50	548.50	285.25	368.75	544.25	4269.50
SECRETARY OVERTIME													0.00
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: \$150,000.00

Est. Expenditures through 1/06/2016 \$122,227.00

Percent of Total Budget: 81.48%

NOTES:

* Period 1/3/2015 - 1/30/2015

+Period 3/28/2015 - 4/24/2015

#Period 7/4/2015 - 7/31/2015

^^Period 9/26/2015 - 10/23/2015

**Period 1/31/2015 - 2/27/2015

++Period 4/25/2015 - 5/22/2015

##Period 8/1/2015 - 8/28/2015

*+Period 10/24/2015 - 11/20/2015

***Period 2/28/2015 - 3/27/2015

^Period 5/23/2015 - 7/03/2015

^^Period 8/29/2015 - 9/25/2015

*+*Period 11/21/2015 - 1/1/2016

**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 (5704 : Police March 2017 Overtime)

**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										116.25
OFFICER WORKED ON HOLIDAY	97.00	13.75											110.75
OFFICER FOR COURT	9.00	10.00	6.00										25.00
OFFICER TRAINING	207.00	65.50	36.00										308.50
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	5.50	27.25	10.50										43.25
STAFFING LEVEL	63.00	22.50	39.25										124.75
INVESTIGATION	37.50	44.50	43.50										125.50
HONOR GUARD FOR FUNERAL		2.00											2.00
SCHOOL LIAISON REIMBURSED	18.00	23.50	25.00										66.50
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT		6.25											6.25
SPECIAL ASSIGNMENT REIMBURSED		6.25											6.25
MISCELLANEOUS	27.50	13.50	42.75										83.75
MISCELLANEOUS REIMBURSED	66.00	130.00	45.00										241.00
Gross OFFICER OVERTIME	542.50	429.75	287.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1259.75
SUBTOTAL REIMBURSED OVERTIME	(84.00)	(159.75)	(70.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(313.75)
NET OFFICER OVERTIME	458.50	270.00	217.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	946.00

Total Overtime Budget: \$145,000.00
Expenditures through 03/31/2017 \$47,263.00
Percent of Total Budget: 32.60%

04/03/2017
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

++Period

^Period

#Period

##Period

^^Period

^^^Period

*+Period

*+*Period

Attachment: March 2017 PD OT Report (5704 : Police March 2017 Overtime)

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: April 11, 2017

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Consider Fire Department's Award from Northeast Wisconsin Healthcare Emergency Response Coalition.*

ATTACHMENTS:

- NEW HERC AWARD (PDF)

Memo



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

From: Alan Matzke, Fire Chief *AM*

Date: March 29, 2017

Re: Consider Award from Northeast Wisconsin Healthcare Emergency Response Coalition

De Pere Fire Rescue vehicles are in constant communication with the Brown County Communication Center (BCCC) by way of a Mobile Data Terminal. This MDT provides a means for emergency tele-communicators to provide updated information to our responders as an incident unfolds. The MDT works as a tracking device for the tele-communicators to monitor the location and route of travel of responders to provide feedback to callers in distress.

During the development of the 2016 Budget, funds were allocated to begin the process of upgrading the current MDT equipment. The upgrade process has been delayed due to the fact that the BCCC is in the process of a software upgrade and we were waiting to make hardware selections until after the software vendor was selected. The City of De Pere has taken delivery of one new vehicle and about to take delivery of another and the decision was made with the City's Information Technology Administrator to move forward with the upgrade.

De Pere Fire Rescue was made aware that the Northeast Wisconsin Healthcare Emergency Response Coalition (NEW-HERC) was assisting ambulance providers with data connectivity to improve coordination and communication with regional hospitals and emergency responders within our region. A request was presented to the HERC board of directors on March 22, 2017, which included a MDT upgrade for the entire fleet of department vehicles. One of the primary objectives of the HERC is to support ambulance communication and patient tracking, so it was decided to support upgrades for our ambulances and the board decided to award an amount of \$8,255.

The funds for this award are made from the FY2015 Assistant Secretary for Preparedness and Response (ASPR) Hospital Preparedness Program (HPP) Cooperative Agreement awarded to Wisconsin under HPP (CFDA 93.074, Federal Award Number 1UT90TP0561-01). Please accept this generous award, as we work towards continued improvement in communication within our region.

Attachment: NEW HERC AWARD (5706 : Consider Fire Dept's Award from Northeast Wisconsin Healthcare Emergency Response Coalition*)

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

MEETING DATE: April 11, 2017

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Consider Fire Department's Intern Agreement with Northeast Wisconsin Technical College.*

ATTACHMENTS:

- INTERN AGREEMENT WITH NWTC (PDF)

Memo



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

From: Alan Matzke, Fire Chief *ACM*

Date: April 3, 2017

Re: Intern Agreement with Northeast Wisconsin Technical College

De Pere Fire Rescue is very committed to education and engaged in continuous improvement. To that end, we embrace and support the regional training efforts of Firefighters, Emergency Medical Technicians and Paramedics. Students are often required to, or selectively perform an internship or "Ride Along" in conjunction with their academic learning. De Pere Fire Rescue has been a proud participant and partner in these programs for over ten years.

We currently have an agreement with Northeast Wisconsin Technical College to work with students enrolled in the Paramedic program during the normal school year. We accept one student per shift for a total of three and the students are assigned a volunteer preceptor from our staff. I am pleased to report that De Pere Fire Rescue is known as a regional leader in Emergency Medical Service and we often have more students than we can support, so we introduce competition and conduct interviews to award the opportunities to students.

We currently have an agreement with Fox Valley Technical College to work with students enrolled in the Fire Science Program during the normal school year. Again, we accept one student per shift for a total of three and the students are assigned a volunteer preceptor from our staff. We keep the students separated by station to maximize their opportunity for learning and experience.

The new agreement, once any changes identified by the city attorney are included, would replace the current agreement and cover interns with the fire department from all programs listed in Exhibit A (EMT, Advanced EMT, Paramedic, Fire Medic, Fire Science).

De Pere Fire Rescue, the students themselves, and the citizens we serve, are all beneficiaries of this program. De Pere Fire Rescue staff volunteer to accept the additional responsibility to precept students in their perspective disciplines. The benefits of always acting in a teaching role have propelled our staff to excellence. The constant challenge of new students and new perspectives has driven our staff to be open minded and extremely progressive with service delivery. Our community and our department get that advantage of extra help and the ability to preview the labor pool and have

Attachment: INTERN AGREEMENT WITH NWTTC (5707 : Consider Fire Dept's Intern Agreement with NWTTC *)

successfully hired full-time and part-time employees from relationships and experiences resulting from the internship experience.

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

NORTHEAST WISCONSIN TECHNICAL COLLEGE HEALTHCARE STUDENT PLACEMENT AGREEMENT

THIS HEALTHCARE STUDENT PLACEMENT AGREEMENT, is made and entered into as of the City of De Pere Fire Department (the "Agreement"), by and between the NORTHEAST WISCONSIN TECHNICAL COLLEGE DISTRICT, a Wisconsin statutory technical college district ("NWTC"), and the facility whose full legal name and principal business address appear below opposite the parties' signatures (the "Facility").

WHEREAS, NWTC is a Wisconsin technical college district engaged in the education and training of students enrolled in allied health and health care-related instructional programs, which programs necessarily rely on and include practical, clinical observation and participation in healthcare and emergency facilities as a material component of the relevant curriculum;

WHEREAS, the Facility recognizes a need for an available workforce of well-trained graduates of allied health and healthcare programs who have obtained clinical observation and practical experience within healthcare and emergency facilities actively engaged in delivering healthcare services;

WHEREAS, NWTC maintains allied health and healthcare programs that include placement of students in healthcare facilities for purposes of observation and practical experience including, but not limited to, the opportunity to "ride along" with emergency personnel;

WHEREAS, the Facility maintains and operates certain emergency medical facilities suitable for and engaged in providing healthcare services which are valuable to NWTC's curriculum, the Facility desires to make such facilities and staff available to NWTC for instructional purposes, and NWTC desires to place its students with the emergency operations to be provided by Facility on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the agreements and covenants made herein, and other good and valuable consideration which the parties deem sufficient, NWTC and the Facility agree as follows:

A. INTRODUCTION

1. NWTC Instructional Program. This Student Placement Agreement shall apply to, and govern the placement of, those NWTC students enrolled in, and seeking clinical placements regarding, the instructional program designated in attached Exhibit A (the "Program").

2. The Facility. With regard to the Program, the Facility shall make its hospital, clinic, or other healthcare facility(ies) identified in attached **Exhibit B** (the "Site") available to NWTC for the education, training and temporary clinical placement of Program students.
3. Program Contacts. The principal contact for NWTC regarding the Program students placed at the Site hereunder and the principal contact for the Facility regarding the students placed at the Site hereunder are designated on attached **Exhibit C**.

B. OBLIGATIONS OF NWTC.

1. Compliance With Accreditation Standards. NWTC shall be solely responsible for developing, offering and implementing an educational curriculum in the Program, which shall be approved by the Wisconsin Technical College System Board and shall provide basic required classroom and clinical instruction consistent with (i) the standards of all applicable professional accrediting bodies and (ii) applicable federal, state and/or local laws and regulations.
2. Basic Classroom and Clinical Instruction. All Program students placed at the Facility shall first have satisfactorily completed all prerequisite classroom instruction. NWTC shall develop and implement the Program students' curriculum in its sole discretion, and shall have exclusive responsibility for developing the Program objectives, admitting (or rejecting) qualified students to the Program, providing instructional faculty, scheduling and monitoring clinical rotations by students, maintaining all permanent student records, assessing student performance and grading, and generally providing basic Program oversight and management.
3. NWTC Faculty. NWTC shall provide such faculty, adjunct faculty, instructional staff and/or supervisory personnel as the Facility and NWTC may agree upon from time to time.

C. OBLIGATIONS OF NWTC REGARDING PROGRAM STUDENTS.

1. HIPAA Compliance. NWTC and the Facility agree that the conduct of NWTC instructors/students, when instructors/students are placed with the Facility and are engaged in the performance of duties for the Facility, is under the direct control of the Facility, and these instructors/students are members of the Facility's workforce for HIPAA purposes, as defined in 45 C.F.R. § 160.103, under these circumstances. NWTC instructors/students will comply with all policies, procedures, laws, and regulations of the Facility which have been communicated to the instructor/student.
2. Student Health Screening. Prior to assigning any Program student to a clinical placement at the Site, NWTC shall determine that such students have been tested

and passed all necessary health screening measures reasonably required by the Facility, consistent with the Facility's own health screening requirements of its own staff and employees, according to information provided to NWTC by the Facility. Program students shall have received all vaccinations, immunizations and/or other preventative measures reasonably required by the Facility, or under applicable law.

3. Caregiver Background Checks. Prior to assigning any Program student or Program instructional staff to a clinical placement with the Facility (involving patient contact or which requires a "Caregiver Background Check" under Wisconsin law, including Wis. Admin. Code Chapter HFS 12), NWTC, itself or by a contractor or agent hired by it, shall perform a Caregiver Background Check which shall include (i) obtaining a completed State of Wisconsin "Background Information Disclosure" form and (ii) conducting a Criminal Records Check. If such background check indicates a criminal conviction or pending criminal charges constituting a "permanent bar" or "bar pending rehabilitation," NWTC shall not place such student, faculty and/or staff member subject to bar with the Facility. If the background check reveals a conviction or pending charges of a crime which is not a "permanent bar" or "bar pending rehabilitation," NWTC shall inform the Facility thereof, which shall determine in its sole discretion whether the conviction or pending charge(s) are substantially related to the care of the Facility's patients or clients. Written records regarding Caregiver Background checks shall be (i) maintained at all times by NWTC, (ii) provided, upon request to the Facility, and (iii) carried by each NWTC student, faculty or staff member while at the Site. The Caregiver Background Check shall be conducted at NWTC's or the student's cost. Caregiver Background checks completed by NWTC or its students for participation in other instructional programs within 3 months before the date the student would be assigned to the Program shall be recognized by the Facility and sufficient hereunder. NWTC shall immediately notify the Facility in writing if NWTC determines with reasonable certainty that any NWTC student, faculty or staff member at the Site pursuant to this Agreement may be or becomes subject to a "bar."
4. Student Discipline: Withdrawal. NWTC shall be responsible for maintaining the discipline, demeanor, and academic and professional conduct of students in the Program. Failure to observe the Facility's written policies, rules and regulations which have been previously communicated to NWTC (in writing) and its students (in writing or orally) may constitute grounds for termination of a student's clinical placement privileges, and NWTC may be requested by the Facility to terminate such student(s). The following may be grounds for student withdrawal: (i) repeated failure to maintain Caregiver Background Check documentation, (ii) repeated failure to follow Facility policies and procedures which have been communicated to the student, (iii) the existence of health conditions which pose a material risk (in the judgment of the Facility medical staff) to Facility patients with whom the student may have contact, and (iv) repeated failure to maintain adequate performance in the clinical placement. The foregoing are examples

only, and do not limit NWTC's right to terminate student participation or the Facility's right to request the same.

5. Student Status. NWTC students participating in the "ride-along" or other operations with the Facility shall not be deemed employees of the Facility, and shall receive no compensation for services they may provide. NWTC students may from time to time provide economically valuable services, but are engaged exclusively in an educational Program, solely for educational purposes, and the Facility shall not substitute students for, or support regular Site staffing requirements with, students.
6. Resolution of Conflicts in Favor of Patient Care. The Facility may in its sole discretion limit educational access to any NWTC students who do not meet the Facility's standards generally applicable to its employees for safety, health screening, professional conduct or ethical behavior. The Facility may resolve any conflict involving a student or the Program in favor of the Facility's patients' welfare, and restrict student involvement to observation.

D. OBLIGATIONS OF THE FACILITY.

1. The Facility maintains full responsibility and authority for patient care at all times.
2. Provide Clinical Experiences. The Facility shall provide reasonable access to practical clinical experiences for the Program students, in a supervised and controlled setting. The clinical experiences shall be substantially related to the Program curriculum described at Exhibit B, and shall supplement and enhance the students' basic classroom instruction. Clinical experiences may include without limitation, access and exposure to (i) sources of relevant information for educational purposes; (ii) the Facility's procedure guides, policy manuals and physical facilities (including instrumentation, diagnostic and therapeutic equipment, patient treatment facilities, etc.); (iii) standard clinical references; (iv) the Facility's practicing staff, subject to staff availability; and (v) under appropriate circumstances, patients' records, care plans and references.
3. Educational Support Facilities. Subject to availability, the Facility shall make available for educational purposes, meeting or conference rooms or other appropriate areas where groups of Program students may hold discussions, small group instructional sessions, and shall permit use of such supplies and equipment as are commonly available for patient care at the Site.
4. Facility Staff Involvement. Subject to their availability, and as the Facility and NWTC's faculty and instructional staff assigned to the Program may agree from time to time, the Facility shall make its staff available to Program students for (i) educational question/answer sessions with students and NWTC faculty, (ii) giving verbal feedback as appropriate regarding student clinical performance, (iii) providing direct supervision of students in conjunction with NWTC faculty, and

(iv) providing appropriate clinical experiences for students to gain practical healthcare experiences consistent with the Program curriculum and instructional plans set forth by NWTC.

5. Facility Accreditation. At all times during the term of this Agreement, the Facility shall maintain the highest appropriate professional standards of care, maintain properly licensed and trained medical or other clinical staff, maintain the Site as a clinical facility for instruction regarding an accredited Program, and integrate the students where appropriate into the healthcare services being provided by the Facility.
6. Disclosure of Policies, Rules and Regulations. Prior to student placement with the Facility, the Facility shall provide NWTC faculty in charge of the Program with written copies (or precise references to standard clinical references) of, and generally inform NWTC regarding, applicable (i) Facility policies and procedures, (ii) applicable federal, state, and/or local laws and governmental regulations, and (iii) Facility rules and regulations, which in each case may affect the Program students during their clinical placement.
7. Orientation. The Facility shall provide Program students a general orientation, overview, and introduction to the Site, and to the conditions of patients generally treated therein in order to safeguard patient welfare and assist the students in gaining practical skills and confidence.

E. GENERAL PROVISIONS.

1. Term and Termination. The initial term of this Agreement shall be a two year term, commencing on January 1, 2017 and ending on January 1, 2020. This Agreement shall automatically renew for successive terms of two (2) years unless either party shall elect to not renew, and shall serve written notice upon the other party no less than ninety (90) days prior to the end of a term. Either party may terminate this Agreement upon a material breach of this Agreement which continues, uncured for a period of thirty (30) days following the non-breaching party's delivery of written notice to the breaching party; provided, however, that if cure cannot be practically accomplished with such 30 day period and the breaching party has promptly commenced cure with such 30 day period and diligently pursue cure thereafter, such 30 day period shall be extended for an additional period of up to 30 days. Notwithstanding anything in this Paragraph or the Agreement to the contrary, upon any termination of this Agreement, NWTC shall be permitted to maintain and complete the then effective Program student placements through the applicable current academic term, and the Facility shall cooperate with and permit existing clinical rotations for Program students already placed sufficiently with the Facility. This agreement supersedes any 'ride along' Student Placement agreements previously in place between the parties.

2. Insurance. At all times during the term of this Agreement, each party shall maintain in full force and effect, general and professional liability insurance covering each of its employees and agents against general and professional liability claims. Such coverage shall be in the minimum amount of \$1,000,000 per occurrence. Facility agrees to list NWTC as an additional insured on all policies maintained for this purpose. Upon written request, each party shall provide the requesting party with documentary proof of insurance coverage, and compliance hereunder.

3. Indemnification.
 - (a) Facility shall and hereby does agree to indemnify, defend and hold harmless NWTC, including without limitation its trustees, faculty, administrators, employees, instructors, students, agents, and their respective successors and assigns, from and against any loss, liability, claim, obligation, damage, deficiency, cost or expense (including reasonable actual attorneys' fees) resulting from, arising out of or in any way connected with (i) Facility's (including without limitation its administrators', medical staffs', employees' and/or agents') negligent act(s) or omission(s) or intentional wrongdoing occurring in the course of Facility's performance hereunder, or (ii) Facility's material breach of any term, condition or provision of this Agreement.
 - (b) NWTC shall and hereby does agree to indemnify, defend and hold harmless Facility, including without limitation its officers, administrators, employees, agents, and their respective successors and assigns, from and against any loss, liability, claim, obligation, damage, deficiency, cost or expense (including reasonable actual attorneys' fees) resulting from, arising out of or in any way connected with (i) NWTC's (including without limitation its administrators', faculty's, employees' and/or agents') negligent act(s) or omission(s) or intentional wrongdoing occurring in the course of NWTC's performance hereunder, or (ii) NWTC's material breach of any term, condition or provision of this Agreement.

4. Dispute Resolution: Mediation; Arbitration.
 - (a) Any dispute, controversy or claim arising out of or relating to this Agreement, or the breach, termination or invalidity thereof first shall be submitted to mediation between the parties, facilitated by a professional mediator mutually acceptable to the parties. (If the parties cannot agree upon a mediator within 30 days of initial notice of a dispute subject to this paragraph, each party shall nominate a proposed mediator, who shall in consultation with the other party's proposed mediator, select a third mediator to alone hear the dispute as soon as possible thereafter).
 - (b) If a dispute cannot be resolved or settled within 60 days following submission of the dispute to mediation, it shall be settled by arbitration in accordance with

the rules of the Commercial Arbitration Rules of the American Arbitration Association then in effect on the date of this Agreement or such other process as may be agreed to by the parties. Any arbitration proceeding held pursuant to this paragraph shall be held in Green Bay, Wisconsin, unless another site is agreed upon by the parties hereto. The arbitration shall be the sole and exclusive forum for resolution of the dispute or controversy, and the award shall be final and binding. The fees and costs of the arbitration shall be borne by the losing party, or as otherwise directed by the arbitrator. Failure to timely pay required arbitration fees, if any, shall constitute default by the non-paying party. The parties shall promptly negotiate in good faith to appoint a single arbitrator who shall be disinterested in the dispute or controversy and shall have no connection to either party. If the parties are unable to agree on an arbitrator within 10 days of the demand for arbitration or the date the mediation fails, whichever is sooner, they shall each select an arbitrator who shall select a third arbitrator and the third arbitrator shall serve as sole arbitrator of the dispute. The arbitration proceeding shall proceed to a final award within not more than 180 days following submission of the dispute to the arbitrator so selected.

- (c) The arbitrator shall arbitrate the dispute and interpret this contract in accordance with the domestic laws of the State of Wisconsin, without regard to the principles of conflicts of laws thereunder. Judgment upon the award of the arbitrator may be entered in any court having jurisdiction over the parties hereto. The award shall be made and shall be payable in United States dollars free from any tax or any other deduction.

5. Force Majeure. No failure or delay in the performance of the obligations of NWTC or Facility under this Agreement shall be deemed a breach of this Agreement or create any liability therefore if the failure or delay in performance is due to any cause or causes beyond the control of the parties, including, without limitation, strikes, work stoppages, accidents, shut down or delay of suppliers, governmental orders, fires, explosions or other acts of God, theft, embargoes, loss or delay in transit, inability to secure transportation facilities or contingencies arising out of or due to national defense activities, war or emergency conditions. In the event of any such failure or delay or other nonperformance on the part of the parties, they shall have the right to cancel or defer performance under this Agreement in their complete discretion without liability, and such cancellation and/or deferral shall not affect the right of the party to recover amounts due hereunder for services provided except that, in all events hereunder the Fee shall be reduced in accordance with the loss of services. This paragraph shall not be construed to extend any cure period set forth in Section E1.

6. Notices. Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been given and received in all respects on the date it is personally delivered or one (1) day after being sent by reputable overnight courier or two (3) business days after deposit in the United States mail, certified mail, postage prepaid, return receipt requested, to the appropriate party at the address set forth below or as otherwise designated by such party to the other in writing:

If to NWTC:

Northeast Wisconsin Technical College
Attn: Dean – Public Safety
2740 West Mason Street
P.O. Box 19042
Green Bay, WI 54307-9042
Tel.: 920-498-5679

If to Facility:

Notices to the Facility shall be given at the address/telephone/facsimile indicated below opposite the parties' signatures.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter herein, and all prior agreements and understandings, whether written or oral, are merged herein and made a part hereof. No amendment, waiver or modification hereof shall be valid or given effect unless in writing, signed by both parties. All Exhibits, Schedules, Annexes or other documents referenced herein shall be incorporated into this Student Placement Agreement as if set forth fully herein.
8. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other.
9. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect or limit the validity or enforceability of any other provision hereof which shall remain valid and enforceable to the fullest extent permitted by law.
10. Waiver of Breach. The waiver by either party of the breach by the other party of any provisions of this Agreement shall not be deemed a waiver of any subsequent breach.
11. Section Headings. The headings in the Agreement are for purposes of convenience and ease of reference only and shall not be construed to limit or otherwise affect the meaning of any part of this Agreement.
12. Counterparts and Facsimile Signatures. This Agreement may be executed in one or more counterparts, all of which shall bind each party hereto at such time as the

same or a different counterpart has been signed by the other party for whom a signature space is hereafter provided even though both parties shall not have executed the same counterpart. This Agreement may be executed by facsimile. Each of the individuals executing this Agreement on behalf of a party, respectively, represents and warrants to the other that the individual has all power and authority necessary to bind the party hereto.

13. Independent Contractors. The parties are independent contractors, each acting as an independent entity with the ability to direct and control the performance of their respective obligations hereunder, subject to the terms and conditions of this Agreement. Nothing in this Agreement, or in the course of dealing between the parties hereunder, shall be construed to constitute the parties as partners, joint ventures or agents for one another; or as authorizing either party to obligate the other in any manner. Neither party shall represent itself, directly or by implication, to (i) be an employee, agent, partner or joint venture of the other, or (ii) in any manner to have power or authority to create any obligation on behalf of the other.

IN WITNESS WHEREOF, the parties have caused this Healthcare Student Placement Agreement to be executed as of the day, month and year written above.

"FACILITY"

City of De Pere Fire Department
Attn: Chief Al Matzke
400 Lewis Street
De Pere, WI 54115

"NWTC"

NORTHEAST WISCONSIN
TECHNICAL COLLEGE

By: _____

Its: _____

Date: _____

By: Elizabeth J. Paape

Elizabeth Paape
Dean, Public Safety Department

Date: 3/1/17

Tel.: 920/339-4085

Fax:

Email: amatzke@mail.de-pere.org

Tel.: 920-498-5679

Fax: 920-498-5673

Email: elizabeth.paape@nwtc.edu

Attachment: INTERN AGREEMENT WITH NWTC (5707 : Consider Fire Dept's Intern Agreement with NWTC *)

INCORPORATED EXHIBITS TO BE ATTACHED:

Exhibit A: Program
Exhibit B: Facility
Exhibit C: Principal NWTC and Facility Contacts

Attachment: INTERN AGREEMENT WITH NWTC (5707 : Consider Fire Dept's Intern Agreement with NWTC *)

**NORTHEAST WISCONSIN TECHNICAL COLLEGE
HEALTHCARE STUDENT
PLACEMENT AGREEMENT**

Exhibit A: The NWTC instructional Program(s) subject to this Student Placement Agreement are:

EMT (Emergency Medical Technician)
Advanced EMT (Advanced Emergency Medical Technician)
Paramedic
Fire Medic
Fire Science

Exhibit B: The address (or other specifically identifying information) regarding the healthcare facility(ies) (clinics, hospitals, nursing homes, etc.) at which Program students will be placed are:

City of De Pere Fire Department
Attn: Chief Al Matzke
400 Lewis Street
De Pere, WI 54115

Attachment: INTERN AGREEMENT WITH NWTC (5707 : Consider Fire Dept's Intern Agreement with NWTC *)

Exhibit C:

Principal NWTC contact:

Elizabeth Paape, DEAN

Principal Facility contact:

Elizabeth Paape

Name (Please print clearly)

(920) 498-5679

Phone Number

Program information Website links:

Program Name	Website Link
Advanced Emergency Medical Technician	<u>Advanced Emergency Medical Technician</u>
Emergency Medical Technician	<u>Emergency Medical Technician</u>
Paramedic	<u>Paramedic</u>
Fire Medic	<u>Fire Medic</u>
Fire Science	<u>Fire Science</u>

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: April 11, 2017

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Review of Streetscape Project Process - Expenditure of Excess Stadium Tax Revenue

ATTACHMENTS:

- Streetscape Memo (DOCX)

City of De Pere MEMORANDUM



To: Finance/Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: April 11, 2017

RE: **Streetscape Project Process – Excess Stadium Tax Revenue**

Background/Summary

The City Council approved \$150,000 of excess stadium tax revenue for streetscape improvements based on a proposal submitted by Definitely De Pere (attached for review). Per the resolution passed on April 5, the Finance/Personnel Committee will review and approve the process for the Public Art and Streetscape projects.

The following process is proposed as a way to utilize the funds for the streetscape project in an efficient manner with the appropriate approvals. Because streetscape work will likely be completed in the City right of way, the Department of Public Works will work closely with Definitely De Pere.

1. Project Identification

- a. Definitely De Pere to prepare list of potential projects and design objectives.
- b. Definitely De Pere to meet with City representatives to review and analyze project list.
- c. Possible revisions to project list based on City input (cost, feasibility, impact on other projects).
- d. Definitely De Pere to provide final project list to Public Works Director.
- e. Any final revisions if needed based on Development Team comments.

2. Board of Public Works Review

- a. Department of Public Works to prepare list for Board of Public Works review.
- b. Board of Public works to review final project list and make a recommendation to Council.
- c. Council to review project list and Board of Public Works recommendation.

3. Project Implementation

- a. City staff will work on an implementation timeline and strategy for approved projects.
- b. City staff will be the lead in finalizing design (with Definitely De Pere input), acquiring final approvals, issuing bids, selecting contractors and overseeing work.

Recommendation

Staff recommends approval of the proposed process for the Streetscape projects funded using excess stadium tax revenue.

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

MEETING DATE: April 11, 2017
DEPARTMENT: Finance Department
FROM: Joe Zegers
SUBJECT: 2016 Budget Items Carried Forward to 2017.*

ATTACHMENTS:

- NLFMEMO2016 (DOCX)
- Reso17-XX (DOCX)
- Copy of NLF2016DETAIL (XLS)

To: Mayor Michael J. Walsh
Lawrence Delo, City Administrator
Finance/Personnel Committee Members
From: Joe Zegers, Finance Director
RE: 2016 Budget Items Carried Forward to 2017
Date: April 6, 2017

I have attached the proposed resolution where we annually reserve a portion of our general fund balance for amounts that were budgeted in 2016 but will not spent until 2017. These are listed by department with a brief description for each item. For your information and comparative purposes, last year's carryover amount was \$80,989. This year's amount is \$148,695 which is larger than last year due mainly to increased amounts unspent in the 2016 budget for consulting or outlay items. Feel free to contact me prior to the Finance Meeting on April 11, 2017 should you have any questions. I recommend that these items be approved for carryover to 2017.

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Attachment: NLFMEMO2016 (5713 : 2016 Budget Items Carried Forward to 2017.*)

RESOLUTION #17-XX

RESOLUTION ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2016

BE IT HEREBY RESOLVED, that the Mayor and Common Council of the City of De Pere do hereby authorize that the following accounts be established as non-lapsing funds as of December 31, 2016:

<u>Account</u>	<u>Amount</u>
Administrator-Sustainability Funds LED Lighting	\$6,993
Information Management Technology Initiatives	\$20,537
Economic Development-Zoning Code Update	\$20,000
Police-Community Policing	\$1,613
Police Training	\$8,467
Fire/Rescue-Act 102	\$6,985
Fire Department-Mobile Digital Computers	\$35,000
Fire Department-Physicals	\$15,000
Public Works Administration-Two Ipads for Field Work	\$1,000
Engineering-Laptop	\$800
Community Center-Heated Gutter Coiling	\$9,000
Historic Preservation-Plaques in Historic District	\$3,200
Parks & Public Lands-Trees Urban Orchard	\$3,600
Parks & Public Lands-Legion Park Concrete Dugouts	\$1,000
Parks & Public Lands-Bomier Boat Launch	\$14,500
Swimming Pools-One Laptop for Each Pool	\$1,000
TOTAL	\$148,695

Adopted by the Common Council of the City of De Pere, Wisconsin, this 11th day of April, 2017.

APPROVED:

 Michael J. Walsh, Mayor

ATTEST:

 Shana L. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso17-XX (5713 : 2016 Budget Items Carried Forward to 2017.*)

City of De Pere
Non-Lapsing Funds Detail
December 31, 2016

<u>DEPARTMENT</u>	<u>ITEM</u>	<u>AMOUNT</u>	<u>COMMENTS</u>
General Government			
Administrator	Sustainability Funds - LED Lighting	\$6,993	Unspent Sustainability Funds from 2016
Information Management	Technology Initiatives-General Fund Share (28%)	\$20,537	2016 budgeted amount carried forward to 2017.
Economic Development	Zoning Code Update	\$20,000	2016 budgeted amount carried forward to 2017.
Public Safety			
Police Department	Police-Community Policing	\$1,613	This amount represents unspent donations for Crime Prevention program.
Police Department	Police-Training	\$8,467	This amounts represents unspent state grants specific for training.
Fire Department	Fire/Rescue-Act 102	\$6,985	This amounts represents unspent state Act 102 grants specific for fire department.
	Mobile Digital Computers	\$35,000	2016 budgeted amount carried forward to 2017.
	Physicals	\$15,000	2016 budgeted amount carried forward to 2017.
Public Works			
Administration	Two Ipads for Field Work	\$1,000	2016 budgeted amount carried forward to 2017.
Engineering	Laptop - General Fund Share (40%)	\$800	2016 budgeted amount carried forward to 2017.
Parks and Recreation			
Community Center	Community Center Heated Gutter Coiling	\$9,000	Amount remaining from \$10,000 in 2016 expected to be completed in 2017.
Historic Preservation	Plaques in Residential Historic District	\$3,200	2016 budgeted amount carried forward to 2017.
Parks & Public Lands	Trees- Urban Orchard	\$3,600	Donation from American Transmission Company
Parks & Public Lands	Legion Park Ball Field - Concrete Dugouts	\$1,000	Donation from Pink Flamingos
Boat Ramps	Bomier Boat Launch Parking Lot caulking of VFW & Legion Pools	\$14,500	Project not started in 2015 & 2016 but delayed to 2017 due to grant process.
Swimming Pools	One Laptop For Each Pool	\$1,000	2016 budgeted amount carried forward to 2017.
TOTAL		<u><u>\$148,695</u></u>	

Attachment: Copy of NLF2016DETAIL (5713 : 2016 Budget Items Carried Forward to 2017.*)