

NOTICE OF PUBLIC MEETING

Pursuant to Wisconsin Statutes Section 19.84, notice is hereby given to the public that a regular meeting of the **FINANCE/PERSONNEL COMMITTEE** will be held **MARCH 12, 2013 AT 7:30 P.M.** in the **CITY HALL COUNCIL CHAMBERS, SECOND FLOOR OF DE PERE CITY HALL, 335 SOUTH BROADWAY STREET, DE PERE, WISCONSIN.**

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

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

AGENDA FOR SAID MEETING

1. Roll call.
2. Approval of the minutes of the February 12, 2013 regular meeting of the Finance/Personnel Committee.
3. Overtime report of the Fire Department for the month of February.
4. Overtime report of the Police Department for the month of February.
5. Overtime report of the Engineering Department for the month of February.
6. Review proposed interest rate amendment to Forte Composite Industrial Revenue Bonds. *
7. Consider Memorandum of Understanding between the City of De Pere and Brown County Health Department for interim Public Health Sanitarian services. *
8. Consider Wisconsin Public Service power to tornado siren on Scheuring Road. *
9. Consider request to fill Secretary Position vacancy.
10. Public comment and announcements.
11. Future agenda items.
12. Adjournment.

Lawrence Delo
City Administrator

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

Any person wishing to attend who, because of disability, requires special accommodation should contact the City Administrator's Office at 339-4044 by 4:30 p.m., March 11, 2013 so that arrangements can be made.

Agenda Sent To:

Alderspersons

Mayor

City Administrator

Department Heads

Brown County Library, De Pere Branch

De Pere Journal

Green Bay Press-Gazette

De Pere Chamber of Commerce

TV & Radio

Judy Friederichs, RN, BSN 610 S. Broadway Green Bay WI 54303

Steve Ferris – sferris@gerberslaw.com

Chris Frigo - CFrigo@ForteComposites.com

Dave Englebert - dave.englebert@baylake.com

**FINANCE/PERSONNEL COMMITTEE
CITY OF DE PERE, WISCONSIN – February 12, 2013**

The Finance/Personnel Committee of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall, on Tuesday, February 12, 2013.

Aldersperson Van Vonderen called the meeting to order at 7:35 p.m. Roll call was taken and the following members were present: Alderspersons Michael Donovan, Daniel Robinson and Larry Lueck. Mayor Michael Walsh arrived at 7:41 p.m. Also present: City Administrator Lawrence Delo, City Attorney Judith Schmidt-Lehman, Human Resources Director Shannon Metzler, Fire Chief Robert Kiser, Police Chief Derek Beiderwieden, Planning and Economic Development Director Ken Pabich, Finance Director Joe Zegers and members of the public.

Aldersperson Robinson moved, seconded by Aldersperson Donovan, to approve the minutes of the January 8, 2013 regular meeting. Upon vote, the minutes were approved unanimously.

3. Overtime report of the Fire Department for the month of January 2013. Aldersperson Robinson moved, seconded by Aldersperson Lueck to approve the overtime report. Chief Kiser explained the EMS training increase was due to EMT refresher training that is required every two years and paramedic CME training. Chief Kiser also noted he will be retiring effective April 12, 2013. Upon discussion and vote, motion was approved unanimously.

4. Overtime report of the Police Department for the month of January 2013. Aldersperson Donovan moved, seconded by Aldersperson Lueck, to approve the overtime report. Discussion followed. Upon discussion and vote, motion was approved unanimously.

5. Overtime report of the Engineering Department for the month of January 2013. Aldersperson Robinson moved, seconded by Mayor Walsh, to approve the overtime report. Upon vote, motion was approved unanimously.

6. Appeals of Stormwater Utility Fee: A. Theresa Gage B. Rodney Huth. City Attorney Schmidt-Lehman provided an overview of both appeals. Upon discussion, Aldersperson Robinson moved, seconded by Aldersperson Lueck to approve refund of 2012 payment and to waive stormwater management fees on future tax bills for both appeals. Upon vote, motion was approved unanimously.

7. Discuss request to mitigate WRS wage inequity for non-represented employees. Mayor Walsh read the 2 options for consideration. Discussion followed. Upon discussion, Aldersperson Van Vonderen moved, seconded by Aldersperson Donovan to approve option 2 with a change from 10 to 5 additional days of paid leave and a 1% bonus. Discussion followed. Upon discussion, motion was withdrawn by Aldersperson Van Vonderen. Aldersperson Van Vonderen moved, seconded by Aldersperson Robinson to approve option 2 as presented. Discussion followed. Upon discussion, motion was withdrawn by Aldersperson Van Vonderen. Aldersperson Van Vonderen moved, seconded by Aldersperson Lueck, to allow non-represented employees to choose between option 1 or 2. Upon vote, motion was approved with 4 ayes and 1 nay; Mayor Walsh voted nay, all others voted aye.

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8. Consideration of Compensatory Time Policy for 2013. Alderperson Robinson moved, seconded by Alderperson Lueck to approve the compensatory time policy. Upon vote, motion was approved unanimously.

9. Consideration of Northeast Wisconsin Technical College Healthcare Student Placement Agreement. Alderperson Van Vonderen moved, seconded by Alderperson Robinson to approve the agreement. Upon vote, motion was approved unanimously.

10. Consider \$600 donation from Sharon Danen to be used to purchase personal protective gear for the Fire Department. Alderperson Donovan moved, seconded by Alderperson Van Vonderen to approve acceptance of the donation. Upon vote, motion was approved unanimously.

11. Consider out of state travel request for Planning Director to attend National Planning Conference in Chicago. Alderperson Donovan moved, seconded by Alderperson Lueck to approve the out of state travel request. Upon vote, motion was approved unanimously.

12. Consider out of state travel request for City Administrator to attend International City/County Manager Association Annual Conference in Boston. Alderperson Donovan moved, seconded by Alderperson Lueck to approve the out of state travel request. Upon vote, motion was approved unanimously.

13. Fourth Quarter Investment Report. Overview of investment report was provided by Finance Director Zegers. Item was for discussion purposes only, no action was taken.

14. Public Comment or other Announcements. Mayor Walsh asked if there was anyone present who wished to speak during public comment and there was no one present who wished to speak so public comment was closed.

15. Future Agenda Items. None.

16. Discuss Sliwka claim for sidewalk repair order. Alderperson Donovan moved, seconded by Alderperson Van Vonderen to open the meeting. Upon vote, motion carried unanimously.

Don Sliwka, 510 Acreview Drive, De Pere, provided information regarding the claim he filed for property he owns on Voelker Street.

Alderperson Robinson moved, seconded by Alderperson Donovan to return to regular order. Upon vote, motion was carried unanimously.

Mayor Walsh moved, seconded by Alderperson Van Vonderen to convene into closed session at 8:29 p.m. pursuant to Wis. Stats. §19.85(1)(g). Upon roll call vote, motion carried unanimously.

Alderperson Donovan moved, seconded by Alderperson Robinson to reconvene in open session at 8:31 p.m. pursuant to Wis. Stats. §19.85(2). Upon roll call vote, motion carried unanimously.

Alderperson Donovan moved, seconded by Alderperson Van Vonderen to recommend payment of the claim. Upon vote, motion was approved unanimously.

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Upon motion by Mayor Walsh, seconded by Alderperson Van Vonderen, the Finance/Personnel Committee unanimously adjourned at 8:33 p.m.

Respectfully submitted,

Jennifer Dupont
Recording Secretary

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

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
STANDBYS	75.25	84	57.75	66	99.5	27	20	45	76.5	54	15	57.25	677.25
EMS TRAINING	52.5	96	69	92.75	28	2.5	16.5	21.5	75.75	59.5	77.75	66.75	658.5
FIRE TRAINING	3	16	67.5	55	55.75	0	10.75	13	51.5	26.25	29.25	3	331
RESCUE CALLS	24.75	18.5	3.5	9	15.75	7	25.75	5.5	17.25	18	0	11	156
FIRE CALLS	32	24	0	11.25	3	14.25	27.75	25.25	3	34.75	0	0	175.25
OFFICER MTGS.	3	16	11.5	14	9	4	0	4.5	16	9.5	9.75	13.5	110.75
STAFFING REP.	75.75	3.75	50.25	4.5	42.75	0	108	132	90	265.5	112.5	115	1000
MAINTENANCE	11.5	27	8	0	38.25	5.25	0	0	15	0	0	0	105
PUB. ED.	0	0	2.5	13.5	0	0	0	0	6.75	45.25	0	0	68
# FIRE RUNS	20	21	24	35	28	29	43	29	29	42	27	25	352
# of EMS RUNS	147	130	127	152	161	127	143	143	159	169	116	163	1737
TOTAL HRS.	277.75	285.25	270	266	292	60	208.75	246.75	351.75	512.75	244.25	266.5	3281.75

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2013

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
STANDBYS	54	55.25											109.25
EMS TRAINING	292.25	81											373.25
FIRE TRAINING	20.5	42.25											62.75
RESCUE CALLS	7.5	7											14.5
FIRE CALLS	2.25	3.75											6
OFFICER MTGS.	9	9											18
STAFFING REP.	0	40.5											40.5
MAINTENANCE	0	0											0
PUB. ED.	0	0											0
# FIRE RUNS	29	32											61
# of EMS RUNS	145	151											296
TOTAL HRS.	385.5	238.75	0	0	0	0	0	0	0	0	0	0	624.25

CORRECTED FIGURES FOR JANUARY, OVERTIME USED THROUGH 1/18/13 6.6%, \$6,236.52 used, balance left \$88,333.48

ANNUAL PERCENTAGE OF OVERTIME USED THROUGH 2/22/2013 12% \$11,224 used, balance left \$83,346

DE PERE FIRE RESCUE
STANDBY OVERTIME BREAKDOWN BY AREA
FOR THE YEAR OF 2013

AREA	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
LEDGEVIEW	6.4	7.4											13.8
LAWRENCE	7.2	7.4											14.6
ASHWAUBENON	2	1.11											3.11
CTY RESCUE	0	0											0
OTHER	0	0											0
TOTAL HRS.	15.6	15.91	0	0	0	0.0	0	0	0	0	0	0	31.51

DE PERE FIRE/RESCUE MONTHLY LOG 2013

<u>RUN</u>	<u>DATE</u>	<u>TIME</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
171	2/1/2013	05:56	LA	F	E111,C101						0
171	2/1/2013	05:56	LA	M	A121		X	V			0
172	2/1/2013	09:31	CD	F	E111,E121,C101						0
172	2/1/2013	09:31	CD	M	A122		X	V			0
173	2/1/2013	12:46	LA	M	A121		X	N			0
174	2/1/2013	12:57	CD	M	A111		X	A			1
175	2/1/2013	12:59	CD	M	E121		X	N		3	0
176	2/1/2013	13:52	CD	M	A121	X		B			0
177	2/1/2013	16:12	CD	M	A121		X	B			
178	2/1/2013	18:14	CD	M	A111		X	N			0
179	2/1/2013	18:54	AS	M	A121		X	B	3		0
180	2/1/2013	20:57	CD	M	A111		X	A			0
181	2/1/2013	21:13	CD	F	E111,E121						0
182	2/1/2013	23:01	LE	M	A111	X		V			0
183	2/1/2013	23:35	LA	M	A121		X	N			0
184	2/2/2013	08:35	LE	M	A111		X	N			0
185	2/2/2013	09:58	LE	M	A111		X	B			0
186	2/2/2013	11:01	CD	F	E121						
187	2/2/2013	16:11	CD	M	A111		X	V			0
188	2/3/2013	04:22	CD	M	A121	X		N			0
189	2/3/2013	20:21	CD	M	A111		X	N			0
190	2/4/2013	08:20	LE	M	A111	X		V			0
191	2/4/2013	08:46	LA	M	A121		X	A			2
192	2/4/2013	10:16	LA	M	A121	X		B			0
193	2/4/2013	13:36	LE	M	A111	X		V			0
194	2/4/2013	21:34	LA	M	A121		X	A			0
195	2/5/2013	00:45	CD	F	E121						0
196	2/5/2013	06:33	CD	M	A121		X	M			0
197	2/5/2013	11:07	CD	M	A121	X		V			0
198	2/5/2013	13:02	CD	M	A121,A111		X	M			0
199	2/5/2013	15:25	LE	M	A111	X		V			0
200	2/5/2013	21:31	CD	F	E111						0
200	2/5/2013	21:31	CD	M	A121	X		V			0
200	2/5/2013	21:31	CD	M	A111	X		V			0
201	2/6/2013	01:20	CD	M	A121		X	B			0
202	2/6/2013	04:31	CD	M	A121		X	V			0
203	2/6/2013	09:14	CD	F	E121,L111, A121, C101,						1

<u>RUN</u>	<u>DATE</u>	<u>TIME</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
204	2/6/2013	22:41	CD	M	A121		X	N			0
205	2/6/2013	22:45	LA	M	A111		X	B			1
206	2/7/2013	01:45	CD	M	A121	X		B			0
207	2/7/2013	03:31	CD	M	A111	X		V			0
208	2/7/2013	07:18	CD	F	E111						0
208	2/7/2013	07:18	CD	M	A111,A121	X		B			0
209	2/7/2013	13:03	LA	M	A121		X	V			0
210	2/7/2013	13:13	CD	M	A111		X	B			2
211	2/7/2013	18:09	CD	M	A111		X	V			0
212	2/7/2013	19:23	LA	M	A111		X	N			0
212	2/7/2013	19:23	LA	M	A111		X	N			0
212	2/7/2013	19:23	LA	M	A121		X	V			0
212	2/7/2013	19:23	LA	F	E111						0
213	2/7/2013	21:51	LE	M	A111		X	V			0
214	2/8/2013	04:00	CD	F	E111						0
215	2/8/2013	06:35	CD	F	E111						0
216	2/8/2013	08:02	CD	M	A111		X	N			0
217	2/8/2013	09:26	LA	M	A121	X		B			0
218	2/9/2013	00:50	LE	M	A111	X		N			0
219	2/9/2013	15:31	CD	M	A111	X		A			0
220	2/9/2013	17:07	CD	M	A121		X	B			0
221	2/9/2013	20:08	CD	F	E121,E111,A121,L111						0
222	2/9/2013	22:55	CD	M	A121	X		B			0
223	2/10/2013	04:33	CD	M	A111	X		N			0
224	2/10/2013	11:10	CD	M	A121		X	N			0
225	2/10/2013	12:16	CD	M	A111		X	N			0
226	2/10/2013	13:33	CD	M	A121	X		A			0
227	2/10/2013	19:56	CD	F	E111						0
228	2/10/2013	20:28	CD	M	A121	X		A			0
229	2/11/2013	00:44	CD	M	A121		X	N			0
230	2/11/2013	08:26	LA	M	A121	X		M			0
231	2/11/2013	09:14	LA	M	A111	X		V			0
232	2/11/2013	11:23	CD	M	A121	X		B			0
233	2/11/2013	11:40	CD	M	A111		X	B			0
234	2/11/2013	13:44	CD	M	A121		X	B			0
235	2/11/2013	15:17	LE	M	A111		X	A			0
236	2/12/2013	04:05	CD	F	E121						0
237	2/12/2013	04:06	LE	M	A111	X		B			1
238	2/12/2013	07:47	CD	M	A121	X		M			0
239	2/12/2013	09:36	CD	M	A121		X	N			0

<u>RUN</u>	<u>DATE</u>	<u>TIME</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
240	2/12/2013	10:55	LA	M	A121	X		B			0
241	2/12/2013	14:12	CD	F	E111,C101						2
241	2/12/2013	14:12	CD	M	A111	X		V			0
241	2/12/2013	14:12	CD	M	A121		X	V			0
242	2/12/2013	17:37	CD	M	A121		X	V			0
243	2/13/2013	03:59	CD	F	E111,E121,L111						0
244	2/13/2013	09:06	CD	M	A121	X		A			0
245	2/13/2013	13:02	CD	M	A111		X	B			0
246	2/13/2013	13:14	CD	M	A121		X	V			1
247	2/13/2013	16:16	CD	M	A111		X	V			0
248	2/13/2013	21:04	CD	M	A121		X	V			0
249	2/13/2013	21:33	CD	M	A111		X	B			0
250	2/14/2013	06:11	LE	M	A111	X		V			0
251	2/14/2013	08:45	CD	M	A121		X	B			0
252	2/14/2013	09:15	CD	F	E111,A111						0
253	2/14/2013	12:30	LE	M	A111	X		M			0
254	2/14/2013	12:55	CD	M	A121	X		B			1
255	2/14/2013	13:56	CD	M	A121,A111	X		V			0
256	2/14/2013	14:36	CD	M	A111,E111		X	N			0
257	2/14/2013	20:34	LA	M	A121	X		M			0
258	2/14/2013	21:27	CD	M	A111	X		A			0
259	2/15/2013	06:00	CD	M	A111		X	N			0
260	2/15/2013	06:54	CD	F	E111,E121,L11,A121						0
261	2/15/2013	12:09	CD	M	A111		X	N			0
262	2/15/2013	14:43	CD	F	I,E111,L111,A121,C101,C						0
263	2/15/2013	15:11	CD	M	A111	X		B			0
264	2/15/2013	15:48	LA	M	A121	X		B			0
265	2/15/2013	18:55	LA	M	A121		X	V			0
266	2/16/2013	01:44	CD	M	A121		X	V			0
267	2/16/2013	10:25	CD	M	A121	X		A			0
268	2/16/2013	12:01	CD	M	A121	X		V			0
269	2/16/2013	17:25	CD	M	A121	X		V			0
270	2/16/2013	20:34	CD	F	E111,E121						0
271	2/17/2013	00:45	CD	M	A121	X		B			0
272	2/17/2013	06:26	LE	M	A111	X		B			0
273	2/17/2013	07:34	CD	M	A121		X	V			0
274	2/17/2013	12:33	CD	M	A121	X		A			0
275	2/17/2013	15:01	CD	M	A121		X	V			0
276	2/17/2013	15:20	CD	M	A111		X	A			0
277	2/17/2013	18:19	CD	M	A111	X		B			0

<u>RUN</u>	<u>DATE</u>	<u>TIME</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
278	2/17/2013	21:31	CD	M	A111		X	A			0
279	2/17/2013	22:08	CD	M	A121	X		V			0
280	2/18/2013	04:12	CD	M	A121		X	V			0
281	2/18/2013	10:27	LE	M	A111		X	V			0
282	2/18/2013	12:59	CD	M	A121		X	B			0
283	2/18/2013	13:38	CD	F	E111,C101						0
284	2/18/2013	20:30	AS	M	A121	X		V	3		0
285	2/18/2013	20:53	CD	M	A111	X		V			2
286	2/18/2013	23:14	CD	M	A111		X	N			0
287	2/19/2013	11:58	LA	F	E111,C101,A111						0
287	2/19/2013	11:58	LA	M	A121		X	A			0
288	2/19/2013	12:58	CD	M	A111	X		A			0
289	2/20/2013	09:52	CD	M	A121	X		A			0
290	2/20/2013	14:16	CD	M	A121	X		M			0
291	2/21/2013	01:04	LE	M	A111	X		B			0
292	2/21/2013	06:58	CD	M	A121	X		A			0
293	2/21/2013	10:06	CD	M	A111		X	A			0
294	2/21/2013	12:48	CD	F	I,L111,E121,A121,C101,C						0
295	2/21/2013	16:45	CD	M	A121	X		V			0
296	2/21/2013	21:41	CD	M	A121		X	M			0
297	2/22/2013	11:57	CD	M	A121		X	N			0
298	2/22/2013	15:07	CD	M	A121	X		V			0
299	2/22/2013	15:15	CD	M	E121,E111		X	N			0
300	2/22/2013	19:06	AS	M	A121		X	B			0
301	2/23/2013	02:11	CD	M	A121	X		V			0
302	2/23/2013	02:45	LE	M	A111	X		V			1
303	2/23/2013	04:14	CD	F	E121						0
304	2/23/2013	08:43	LE	M	A111	X		V			0
305	2/23/2013	09:43	CD	M	A111	X		B			0
306	2/23/2013	12:55	CD	M	A121	X		A			0
307	2/23/2013	14:22	CD	M	A121		X	N			0
308	2/23/2013	16:06	CD	M	A121		X	B			0
309	2/23/2013	16:45	CD	F	E111						0
310	2/24/2013	02:02	CD	M	A121	X		V			0
311	2/24/2013	08:25	LA	M	A121	X		A			0
312	2/24/2013	09:00	CD	M	A111		X	V			0
313	2/24/2013	10:14	CD	M	A121	X		V			0
314	2/24/2013	10:22	CD	M	A121		X	N			0
315	2/24/2013	10:56	CD	F	E121,A111						0
316	2/24/2013	12:29	CD	M	A121		X	A			0

<u>RUN</u>	<u>DATE</u>	<u>TIME</u>	<u>AREA</u>	<u>TYPE</u>	<u>UNITS</u>	<u>ALS</u>	<u>BLS</u>	<u>DEST</u>	<u>MAG</u>	<u>MAR</u>	<u>STBY</u>
317	2/24/2013	15:26	CD	F	E111,L111,E121,A121						0
318	2/24/2013	18:05	CD	M	A121	X		B			0
319	2/24/2013	18:48	CD	M	A111		X	V			0
320	2/24/2013	23:16	CD	M	A121	X		V			0
321	2/25/2013	07:30	CD	M	A111		X	N			0
322	2/25/2013	09:46	LE	M	A111	X		V			0
323	2/25/2013	12:22	CD	M	A121	X		V			0
324	2/25/2013	16:06	CD	M	A121,A111	X		M			0
325	2/25/2013	22:51	LE	M	A111	X		V			0
326	2/26/2013	02:05	CD	M	A121		X	N			0
327	2/26/2013	10:11	CD	M	A121	X		B			0
328	2/26/2013	10:23	CD	F	E111,L111,C101,C102						0
329	2/26/2013	11:52	CD	F	,A121,E121,C101,C102,I						4
329	2/26/2013	11:52	CD	F	,A121,E121,C101,C102,I						0
330	2/26/2013	18:49	LE	M	A111	X		A			0
331	2/27/2013	02:26	CD	M	A111	X		A			0
332	2/27/2013	02:58	CD	M	A121		X	A			0
333	2/27/2013	16:31	CD	M	A111,A121	X		V			0
334	2/27/2013	17:18	CD	M	A121	X		A			0
335	2/27/2013	18:56	CD	M	A111		X	N			0
336	2/27/2013	19:53	CD	M	A121		X	B			0
337	2/27/2013	21:48	CD	M	A121		X	N			0
338	2/28/2013	14:11	CD	F	E111,C101						0
339	2/28/2013	14:20	CD	M	A121		X	B			0
340	2/28/2013	15:09	CD	M	A121	X		V			0
341	2/28/2013	16:11	CD	F	E121,E111,L111,C102						0
				183		73	78	151	2	1	

DE PERE FIRE/RESCUE				
OVERTIME REPORT				
MONTH OF FEBRUARY, 2013				
PERSONNEL	DATE	ACTUAL HOURS	O.T. HOURS	REASON
WESSLEY	1-Feb	0.50	0.75	WORK OVER EMS
BALCER	1-Feb	0.50	0.75	WORK OVER EMS
HERMANS, B.	1-Feb	0.50	0.75	WORK OVER EMS
BALCER	1-Feb	1.00	3.00	EMS STANDBY
BALCER	4-Feb	1.00	3.00	EMS STANDBY
RIEDI	4-Feb	1.25	3.00	EMS STANDBY
HENDRICKS, TD.	4-Feb	4.00	6.00	EMS TRAINING
NELSON	5-Feb	1.00	1.50	FIRE TRAINING
HENDRICKS, TM.	5-Feb	1.00	1.50	WORK OVER EMS
WEYERS	5-Feb	2.00	3.00	OFFICERS MEETING
HENDRICKS, TD.	5-Feb	2.00	3.00	OFFICERS MEETING
MATZKE	5-Feb	2.00	3.00	OFFICERS MEETING
CHESLOCK	5-Feb	4.00	6.00	EMS TRAINING
RIEDI	6-Feb	1.00	3.00	EMS STANDBY
BALCER	6-Feb	1.00	3.00	WORK FIRE
BALCER	6-Feb	2.50	3.75	FIRE TRAINING
PANSIER	7-Feb	1.25	3.00	EMS STANDBY
WITT	7-Feb	1.25	3.00	EMS STANDBY
ANNEN	8-Feb	0.50	0.75	WORK OVER FIRE
ANNEN	11-Feb	3.50	5.25	FIRE TRAINING
ANNEN	11-Feb	3.00	4.50	PARAMEDIC CME
BALCER	11-Feb	3.00	4.50	PARAMEDIC CME
HENDRICKS, TD.	11-Feb	3.00	4.50	PARAMEDIC CME
JANSEN	11-Feb	3.00	4.50	PARAMEDIC CME
BALCER	12-Feb	1.00	3.00	EMS STANDBY
DEVILEY	12-Feb	3.00	4.50	PARAMEDIC CME
PANSIER	12-Feb	3.00	4.50	PARAMEDIC CME
WEYERS	12-Feb	3.00	4.50	PARAMEDIC CME
HENDRICKS, TM.	12-Feb	4.00	6.00	EMS TRAINING
PANSIER	12-Feb	1.00	3.00	EMS STANDBY
BALCER	12-Feb	1.00	3.00	EMS STANDBY
BROWN	13-Feb	3.00	4.50	PARAMEDIC CME
NELSON	13-Feb	3.00	4.50	PARAMEDIC CME
RIEDI	13-Feb	1.00	3.00	EMS STANDBY
DE WEERT	13-Feb	1.33	2.00	FIRE TRAINING
SINKLER	14-Feb	0.33	0.50	WORK OVER EMS
PANSIER	14-Feb	0.17	0.25	WORK OVER EMS
WITT	14-Feb	0.17	0.25	WORK OVER EMS
CODY	14-Feb	3.00	4.50	PARAMEDIC CME
SINKLER	14-Feb	3.00	4.50	PARAMEDIC CME
HENDRICKS, TM.	14-Feb	3.00	4.50	PARAMEDIC CME
WITT	14-Feb	2.75	4.25	EMS STANDBY
BROWN	15-Feb	2.00	3.00	FIRE TRAINING
WESSLEY	15-Feb	1.00	1.50	FIRE TRAINING
HENDRICKS, TM.	16-Feb	12.00	18.00	STAFFING REPLACEMENT
MATZKE	16-Feb	12.00	18.00	STAFFING REPLACEMENT

ANNEN	17-Feb	0.50	0.75	WORK OVER EMS
WESSLEY	17-Feb	0.50	0.75	WORK OVER EMS
HERMANS, B.	17-Feb	0.50	0.75	WORK OVER EMS
CODY	18-Feb	3.00	4.50	STAFFING REPLACEMENT
PANSIER	18-Feb	1.25	3.00	EMS STANDBY
WITT	18-Feb	1.25	3.00	EMS STANDBY
BALCER	20-Feb	1.50	2.75	FIRE TRAINING
HENDRICKS, TM.	21-Feb	3.00	4.50	EMS TRAINING
BALCER	21-Feb	7.50	11.25	FIRE TRAINING
JANSEN	21-Feb	7.50	11.25	FIRE TRAINING
BALCER	23-Feb	1.00	3.00	EMS STANDBY
HERMANS, B.	25-Feb	1.50	2.25	CHART REVIEW
WEYERS	25-Feb	1.50	2.25	CHART REVIEW
BALCER	26-Feb	1.25	3.00	EMS STANDBY
WESSLEY	26-Feb	1.25	3.00	EMS STANDBY
WEYERS	26-Feb	1.50	3.00	EMS STANDBY
WITT	26-Feb	1.25	3.00	EMS STANDBY
		143.25	238.75	

Number of Standbys

18

DE PERE FIRE RESCUE REPORT

FOR THE MONTH OF FEBRUARY 2013

RUN LOCATION	CITY OF DE PERE		TOWN OF LEDGEVIEW		TOWN OF LAWRENCE		VILLAGE OF ASHWAUBENON		MUTUAL AID RESPONSES		TOTALS	
	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD
TOTAL RUNS	108	214	20	36	20	38	1	3	2	5	151	296
RUNS TRANSPORTED	86	165	18	30	16	29	1	3	2	3	123	230
ALS RUNS	49	108	15	22	8	14	0	2	1	2	73	148
%ALS OF RUNS TRANS.	57%	65%	83%	73%	50%	48%	0%	67%	50%	67%	59%	64%
%ALS/ALL RUNS	45%	50%	75%	61%	40%	37%	0%	67%	50%	40%	48%	50%

RUN DESTINATION

	MONTH	YTD
AURORA	26	44
BELLIN	36	68
ST. MARYS	9	17
ST. VINCENT	51	100
NO TRANSPORT	29	67
TOTAL	151	296

TOTALS ARE CORRECT

MUTUAL AID GIVEN

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE</u>
284	ASHWAUBENON	FULLSQD
179	ASHWAUBENON	FULLSQD

MUTUAL AID RECEIVED

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE</u>
175	ASHWAUBENON	FULLSQD

DE PERE FIRE RESCUE MONTHLY REPORT

FEBRUARY, 2013

	CITY OF DE PERE	TOWN OF LAWRENCE	TOWN OF LEDGEVIEW	VILLAGE OF ASHWAUBENON	MUTUAL AID	TOTAL RESPONSES
FIRE INCIDENTS (other)	20	3	0	0	0	23
ACTUAL FIRE INCIDENTS	0	0	0	0	0	0
EXTRICATION	2	0	0	0	0	2
RESCUE CALLS	108	20	20	1	2	151
PUBLIC SERVICE	7	0	0	0	0	7
TOTALS	137	23	20	1	2	183

ESTIMATED TOTAL FIRE LOSS FOR MONTH \$275

NUMBER OF FF'S ON DUTY	PER DAY
8 FF'S ON DUTY	15
7 FF'S ON DUTY	9
6 FF'S ON DUTY	4

NUMBER OF PARAMEDICS ON DUTY	PER DAY
3 PARAMEDICS ON DUTY	1
4 PARAMEDICS ON DUTY	5
5 PARAMEDICS ON DUTY	12
6 PARAMEDICS ON DUTY	10

RESPONSE BY UNITS	
ENGINE 111	27
ENGINE 121	19
ENGINE 122	0
LADDER 111	8
AMBULANCE 111	68
AMBULANCE 121	95
AMBULANCE 122	1
CHIEF 101	11
CHIEF 102	6
UTILITY 111	0
BOAT	1
TOTAL	236

FEBRUARY, 2013

*OVERTIME CAUSED BY SICK LEAVE

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
2/16	24	36
2/18	3	4.5
TOTAL	27	40.5

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

FEBRUARY, 2013

STANDBYS CALLED IN

CALL NO.	NO. ON DUTY	STANDBYS CALLED	GOT	REASON
174	8	2	1	Both ambulances out
183	8	2	0	Both ambulances out
191	8	2	2	Both ambulances out
200	8	4	0	MVA, multiple patients
205	8	2	1	Both ambulances out
210	8	2	2	Both ambulances out
233	8	2	0	Both ambulances out
237	7	2	1	Both ambulances out
241	7	4	2	MVA, multiple patients
246	7	3	1	Both ambulances out
254	6	4	1	Both ambulances out
255	6	3	0	Cardiac arrest
258	6	1	0	Both ambulances out
276	7	3	0	Both ambulances out
285	6	4	2	Both ambulances out
302	7	3	1	Both ambulances out
314	8	2	0	Both ambulances out
324	7	3	0	Cardiac arrest
329	7	4	4	Ice Rescue
334	7	4	0	Both ambulances out

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2013**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN^	JUL#	AUG##	SEPT^^	OCT^^^	NOV*+	DEC*+	TOTAL
OFFICER SICK RELIEF	102.00	75.00											177.00
OFFICER WORKED ON HOLIDAY	178.00	12.00											190.00
OFFICER FOR COURT	15.00	15.00											30.00
OFFICER TRAINING	10.00	62.50											72.50
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	1.50	6.25											7.75
STAFFING LEVEL	166.50	57.75											224.25
INVESTIGATION	50.25	54.00											104.25
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	26.25	74.25											100.50
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		15.25											15.25
MISCELLANEOUS	41.25	23.00											64.25
MISCELLANEOUS REIMBURSED	156.00	98.25											254.25
Gross OFFICER OVERTIME	746.75	493.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1240.00
SUBTOTAL REIMBURSED OVERTIME	(182.25)	(187.75)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(370.00)
NET OFFICER OVERTIME	564.50	305.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	870.00
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: \$130,000.00													
Expenditures through 3/1/2013 \$15,834.55													
Percent of Total Budget: 12.18%													

NOTES:

* Period 12/22/2012 - 02/01/2013

**Period 2/2/2013 - 3/1/2013

***Period

+Period

++Period

^Period

#Period

##Period

^^Period

^^^Period

*+Period

*+*Period

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

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV**	DEC**	TOTAL
OFFICER SICK RELIEF	111.00	69.00	49.50	59.25	89.25	36.00	87.00	57.75	70.50	46.50	81.00	55.50	812.25
OFFICER WORKED ON HOLIDAY	169.75	10.00	12.00	32.50	4.00	81.00	63.75	26.50	121.00	12.00	58.00		590.50
OFFICER FOR COURT	15.00	18.00	6.00	20.25	7.50	14.00	9.00	15.00	25.50	6.00	10.50	9.50	156.25
OFFICER TRAINING	31.00	13.00	40.25	120.50	50.00	50.00	8.00	107.00	13.75	70.25	73.75	29.00	606.50
OFFICER RELIEF FOR FUNERAL							13.50						13.50
OFFICER ATTEND MEETING		8.25						15.00				1.25	24.50
STAFFING LEVEL	133.50	79.50	23.25	53.25	136.75	162.00	189.00	243.00	192.75	183.75	252.00	73.50	1722.25
INVESTIGATION	142.25	68.75	38.25	56.50	77.50	36.75	61.50	135.00	90.00	61.00	42.75	60.75	871.00
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	31.50	43.00	56.25	27.00	31.25	25.50		33.00	48.75	78.00	28.50	27.00	429.75
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		11.25		10.50	11.25	301.00	49.75	7.50	9.00	33.50	69.00	11.75	514.50
MISCELLANEOUS	5.75	16.50	4.00	11.50	9.50	4.25	7.50	7.00	7.00	4.50	11.25	20.75	109.50
MISCELLANEOUS REIMBURSED	72.75	95.50	63.25	127.50	77.25	143.75	93.00	110.25	113.25	58.50	60.00	108.25	1123.25
Gross OFFICER OVERTIME	712.50	432.75	292.75	518.75	494.25	854.25	582.00	757.00	691.50	554.00	686.75	397.25	6973.75
SUBTOTAL REIMBURSED OVERTIME	(104.25)	(149.75)	(119.50)	(165.00)	(119.75)	(470.25)	(142.75)	(150.75)	(171.00)	(170.00)	(157.50)	(147.00)	(2067.50)
NET OFFICER OVERTIME	608.25	283.00	173.25	353.75	374.50	384.00	439.25	606.25	520.50	384.00	529.25	250.25	4906.25
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: \$130,000.00
Expenditures through 01/03/2013 \$137,720.00
Percent of Total Budget: 105.94%

NOTES:

* Period 12/24/2011 - 2/3/2012 +Period 3/31/2012 - 4/27/2012 #Period 6/23/2012 - 8/3/2012 ^^^Period 9/29/2012 - 10/26/2012
 **Period 2/4/2012 - 3/2/2012 ++Period 4/28/2012 - 5/25/2012 ##Period 8/04/2012 - 8/31/2012 *+Period 10/27/2012 - 11/23/2012
 ***Period 3/3/2012 - 3/30/2012 ^Period 5/26/2012 - 6/22/2012 ^^Period 9/1/2012 - 9/28/2012 *+*Period 11/24/2012 - 12/21/2012

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

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN^	JUL #	AUG #	SEPT^^	OCT^^^	NOV+*	DEC+*	TOTAL
OFFICER SICK RELIEF	24.00	72.00	269.50	24.00	54.75	72.75	17.25	67.00	58.50	51.75	9.75	163.50	884.75
OFFICER WORKED ON HOLIDAY	154.50	12.00	15.00	35.50	5.00	92.50	72.00	10.75	123.00	4.00	56.75	4.00	585.00
OFFICER FOR COURT	12.75	9.00	21.00	15.75	43.50	4.75	31.50	12.75	6.00	31.50	15.00	9.00	212.50
OFFICER TRAINING	13.50	88.50	178.00	47.75	97.25	99.00	12.25	104.50	222.00	163.75	64.25	26.75	1117.50
OFFICER RELIEF FOR FUNERAL			5.25										5.25
OFFICER ATTEND MEETING		1.50	1.50	17.50	15.00			6.00					41.50
STAFFING LEVEL	146.25	133.00	168.00	45.00	35.50	66.25	228.25	155.25	144.75	374.50	161.00	57.00	1714.75
INVESTIGATION	79.50	61.50	137.75	57.25	41.75	67.75	66.75	104.00	79.75	73.50	50.75	105.75	926.00
HONOR GUARD FOR FUNERAL					16.00		3.00						19.00
SCHOOL LIAISON REIMBURSED	14.25	19.50	84.00	31.50	45.00	29.75	1.50	42.25	49.50	55.75	26.25	15.00	414.25
COMMUNITY RELATIONS									4.50				4.50
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		11.25	4.50	9.00	8.00	292.50	3.00	9.00	15.00	28.50	15.00	7.50	403.25
MISCELLANEOUS	12.25	24.75	87.75	1.50	1.75	5.75	2.75	2.75	16.00	13.75	14.25	4.50	187.75
MISCELLANEOUS REIMBURSED		12.00	61.75	25.75	29.50	50.50	24.75	28.25	37.50	21.00	29.50	30.75	351.25
Gross OFFICER OVERTIME	457.00	445.00	1034.00	310.50	393.00	781.50	463.00	542.50	756.50	818.00	442.50	423.75	6867.25
SUBTOTAL REIMBURSED OVERTIME	(14.25)	(42.75)	(150.25)	(86.25)	(82.50)	(372.75)	(29.25)	(79.50)	(102.00)	(105.25)	(70.75)	(53.25)	(1168.75)
NET OFFICER OVERTIME	442.75	402.25	883.75	244.25	310.50	408.75	433.75	463.00	654.50	712.75	371.75	370.50	5698.50
SECRETARY OVERTIME					3.00								3.00

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

NOTES:

* Period 12/25/2010 - 1/21/2011
** Period 1/22-2011 - 2/18/2011
*** Period 2/19/2011 - 4/1/2011

+ Period 4/2/2011 - 4/29/2011
++ Period 4/30/2011 - 5/27/2011
^ Period 5/28/2011 - 6/24/2011

Period 6/25/2011 - 7/22/2011
Period 7/23/2011 - 9/2/2011
^^ Period 9/3/2011 - 9/30/2011

^^^ Period 10/1/2011 - 10/28/2011
*+ Period 10/29/2011 - 11/25/2011
+ Period 11/26/2011 - 12/23/2011

**DE PERE ENGINEERING DEPARTMENT
MONTHLY OVERTIME REPORT
February 2013**

EMPLOYEE	DATE	OT HOURS	REASON
Lax, Scott	2/2/2013	3	Locates
	2/6/2013	3	Locates
	2/11/2013	3	Locates
Total Lax		9.00	
Krzewina, Bob			
Total Krzewina		0.00	
Simons, Dan			
Total Simons		0.00	
Stansfield, Tom			
Total Stansfield		0.00	
SUB-TOTAL ENG		9.00	
PART-TIME ENG.			
SUB-TOTAL PART-TIME		0.00	
Grand Total O.T. For		9.00	
Year-to-Date % of Budget		6.24%	

* Cost reimbursable to City

RESOLUTION #13-_____

AUTHORIZING AMENDMENTS TO \$505,000 & \$600,000
CITY OF DE PERE, BROWN COUNTY, WISCONSIN INDUSTRIAL DEVELOPMENT
REVENUE BONDS 2002 BONDS & 2005 BONDS

WHEREAS, the City of De Pere, Brown County Wisconsin (the "City" or the "Issuer") issued its \$600,000 City of De Pere, Brown County, Wisconsin Industrial Development Revenue Bonds 2002 Bonds (the "2002 Bonds"); and

WHEREAS, the 2002 Bonds are in the amount of \$565,000; and

WHEREAS, the City issued its \$1,200,000 City of De Pere, Brown County, Wisconsin Industrial Development Revenue Bonds 2005 Bonds (the "2005 Bonds", hereinafter jointly, with the 2002 Bonds, referred to as the "Bonds"); and

WHEREAS, the 2005 Bonds include a draw note in the amount of \$600,000; and

WHEREAS the proceeds of the Bonds were loaned to Forte Composites, Inc., a Wisconsin corporation, and Frigo Enterprises, LLC, a Wisconsin limited liability company, (hereinafter jointly referred to as "Borrower") for permitted purposes under Wis. Stat. § 66.1103; and

WHEREAS the Bonds are held completely by Baylake Bank, a Wisconsin corporation (the "Bondowner"); and

WHEREAS pursuant to Wis. Stat. § 66.1103(3)(g) the City is permitted, whenever it deems it necessary or desirable in fulfillment of the purposes of any industrial development revenue bonds, to consent to modifications of interest rates paid on such bonds, a time of payment of any installment of principal or interest or any other term of the revenue agreement, indenture or bonds; and

WHEREAS, the Borrower and the Bondowner entered into an agreement to change the interest rate on the outstanding Bonds; and

WHEREAS there has been submitted to the City Attorney a form of an Amended Financing Agreement which sets forth the details of the amendment described above;

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

1. Determination. The amendments to the principal maturity schedule of the Note and Bonds as set forth in the Amendment Revenue Agreement, as requested by the Borrower, are hereby found to be necessary and desirable in fulfillment of the purposes of the Bonds.

2. Amendment. The Amended Financing Agreement, in substantially the form presented to the City Attorney, is hereby approved. Subject to such changes or revisions therein as Gerbers Law, S.C. as Bond Counsel ("Bond Counsel") or the City Attorney may approve, the Mayor and the City Clerk, or any of their authorized deputies if necessary, are authorized on behalf of the Issuer to execute and deliver the Amended Financing Agreement with such revisions, changes, or deletions as may be approved by the signatories thereto, which approval shall be conclusively proved by their execution of such document. Said Mayor and City Clerk and their authorized deputies and other officials of the Issuer are hereby authorized to prepare or to have prepared and to execute, file and deliver, as appropriate all such documents, financing statements, opinions, certificates, affidavits, and closing or post-closing as may be necessary to enter into said agreement and accomplish the purposes thereof.

3. LIMITATION ON LIABILITY OF ISSUER. THE BONDS SHALL CONTINUE NOT TO BE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS, BUT SHALL BE PAYABLE SOLELY FROM THE PAYMENTS AND OTHER REVENUES THAT MAY BE AVAILABLE THEREFOR FROM THE RESPECTIVE LOAN AGREEMENT AND NOTE EXECUTED IN CONNECTION WITH THE ORIGINAL ISSUANCE OF THE BONDS, AND AS PREVIOUSLY AMENDED, AND AS THEY ARE AMENDED PURSUANT TO THE THIRD AMENDMENT TO MORTGAGE, LOAN AND REVENUE AGREEMENT, INDENTURE, BOND AND NOTE OR IN THE EVENT OF DEFAULT THEREON AS OTHERWISE PROVIDED HEREIN OR PERMITTED BY LAW.

No covenant, stipulation, obligation, or agreement herein contained or contained in the Bonds or the Third Amendment to Mortgage, Loan and Revenue Agreement, Indenture, Bond and Note shall be deemed to be a covenant, stipulation, obligation, or agreement of any officer, agent or employee of the Issuer or of this Common Council in his or her individual capacity and neither the members of this Common Council nor any officer executing the Bonds or the amendments thereto shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Adopted April 3, 2013

Shana L. Defnet, City Clerk-Treasurer

Approved April 3, 2013

Michael J. Walsh, Mayor

AMENDED FINANCING AGREEMENT

THIS AGREEMENT, made and entered into as of April 3, 2013, by and among Frigo Enterprises, LLC, a Wisconsin limited liability company and Forte Composites, Inc., a Wisconsin corporation (collectively referred to as the "Eligible Participant"), the City of De Pere, Brown County, Wisconsin, a municipality duly established under the laws of the State of Wisconsin (the "Issuer"), and Baylake Bank, Green Bay, Wisconsin (the "Purchaser").

WITNESSETH:

WHEREAS, the Common Council of the Issuer in a resolution adopted in 2002, authorized the issuance of Five Hundred Sixty-Five Thousand Dollars (\$565,000) aggregate principal amount of the Issuer's Industrial Development Revenue Bonds Series 2002 Bonds (the "2002 Bonds") pursuant to an Indenture between the Issuer and Baylake Bank, Green Bay, Wisconsin, as Servicer, (the "2002 Indenture") for the purpose of financing the expansion, construction, improvement and/or equipping of a manufacturing facility located in the City of De Pere (such expansion, construction, improvement and/or equipping is hereinafter referred to as the "2002 Project"); and

WHEREAS, the Common Council of the Issuer in a resolution adopted in 2005, authorized the issuance of One Million Two Hundred Thousand Dollars (\$1,200,000) aggregate principal amount of the Issuer's Industrial Development Revenue Bonds (Forte Composites, Inc. Project) Series 2005 Bonds (the "2005 Bonds", jointly with 2002 Bonds, the "Bonds") pursuant to an Indenture between the Issuer and Baylake Bank, Green Bay, Wisconsin, as Servicer, (the "2005 Indenture") for the purpose of financing the expansion, construction, improvement and/or equipping of a manufacturing facility located in the City of De Pere (such expansion, construction, improvement and/or equipping is hereinafter referred to as the "2005 Project"); and

WHEREAS, pursuant to Section 66.1103 of the Wisconsin Statutes, as amended to date, the Issuer has the authority to issue industrial development revenue bonds, the principal of and interest on which shall never constitute an indebtedness of the Issuer within the meaning of any state constitutional provision or statutory limitation and shall not constitute nor give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers; and

WHEREAS, pursuant to Section 66.1103 of the Wisconsin Statutes, as amended to date, the Issuer has the authority to amend the Bonds; and

WHEREAS, the Eligible Participant and Purchaser are desirous of amending the interest rates of the Bonds;

NOW, THEREFORE, in consideration of the premises and the mutual obligations and benefits of the parties, they do contract, covenant, and agree as follows:

ARTICLE I

1.1 Agreement to Amend 2002 Bonds. That the interest rate on the 2002 Bonds shall be calculated as follows:

(a) That the interest rate shall be the prime interest rate quoted in the Wall Street Journal, minus 225 points;

(b) The interest rate shall be adjusted monthly in accordance with Paragraph 1.1(a);

(c) That the interest rate will have an absolute floor rate of three and five tenths percent (3.50%).

1.2 Agreement to Amend 2005 Bonds. That the interest rate on the 2005 Bonds draw note shall be calculated as follows:

(a) The interest rate shall remain the same until the rate re-lock period in May every five years;

(b) That the interest rate shall be the prime interest rate quoted in the Wall Street Journal, minus 175 points fixed for five (5) years;

(c) That the interest rate will adjust in the manner described in Paragraph 1.2(b) every five (5) years in the month of May;

(d) That the interest rate will have an absolute floor rate of three and seventy-five hundredths percent (3.75%).

ARTICLE II

2.1 Investment Representation. The Purchaser represents that it is acting on behalf of itself, that it will not sell any of the Bonds in violation of the Securities Act of 1933 or of the applicable securities laws of any state, that it is not now a "substantial user" of the Project or a "related person" to the Eligible Participant within the meaning of Section 147(a) of the Internal Revenue Code of 1986, that it will not offer, sell, transfer or dispose of any of the Bonds without first having complied with all requirements for exemptions for such Bonds under the Securities Act of 1933 and Section 551.23(8), Wisconsin Statutes, and applicable regulations or obtaining an opinion of independent counsel experienced in the practice of tax law and securities law, addressed to the Eligible Participant and the Issuer and the Servicer under the Indenture to the effect that said offer, sale, transfer or other disposition will not result in a violation of the Securities Act of 1933 or the applicable securities laws of any state or affect the exemption from federal income tax of the interest on any series of Bonds outstanding under the Indenture or any supplement thereto.

ARTICLE III

3.1 Expenses. Legal expenses and fees, compensation and expenses of the Servicer under the Indenture, and all other necessary expenses (such as Bond Counsel's fees, Issuer's attorney fees, and expenses for preparation of all resolutions and documents necessary to the actions of the Issuer) in connection with the amendment of the Bonds shall be paid out of Bond proceeds only to the extent allowed by Section 147(g)(1) of the Internal Revenue Code of 1986, and no such expenses or fees shall be an obligation of the Issuer. To the extent not paid from Bond proceeds, such expenses shall be paid by the Eligible Participant.

3.2 The Bonds as Limited Obligations of the Issuer. The Bonds issued by the Issuer shall be limited obligations. THE BONDS SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION, AND SHALL NOT CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS.

3.3 Non-Effect of This Amendment. This Amendment to the Bonds does not affect any section of or statement in any document not specifically referred to herein. All other rights, duties, remedies, and recitations remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized officers as of the day first above written.

"ELIGIBLE PARTICIPANT"

FRIGO ENTERPRISES, LLC

By: _____
Christopher J. Frigo, Managing Member

FORTE COMPOSITES, INC.

By: _____
Christopher J. Frigo, President

“ISSUER”

CITY OF DE PERE

By: _____
Michael J. Walsh, Mayor

Attest:

By: _____
Shana L. Defnet, City Clerk-Treasurer

“PURCHASER”

BAYLAKE BANK

By: _____
David J. Englebert, Vice President

DE PERE HEALTH DEPARTMENT MEMORANDUM

TO: FINANCE PERSONNEL COMMITTEE MEMBERS
COMMON COUNCIL MEMBERS
MAYOR MICHAEL WALSH
LAWRENCE DELO, CITY ADMINISTRATOR

FROM: SONJA JENSEN, INTERIM HEALTH OFFICER/DIRECTOR

SUBJECT: MEMORANDUM OF UNDERSTANDING FOR INTERIM
SANITARIAN SERVICES WITH BROWN COUNTY HEALTH
DEPARTMENT

DATE: MARCH 6, 2013

Due to the vacancy of the Public Health Sanitarian, coverage for sanitarian services is required under agent contracts that the Health Department has with the State of Wisconsin Department of Health Services and Department of Agriculture Retail Licensing. Attached you will find a Memorandum of Understanding (MOU) with Brown County Health Department for interim sanitarian services. This agreement is to provide the minimum inspection services required under the agent contracts. This agreement will allow businesses to be licensed for operation and for any complaints that require a registered sanitarian. This agreement would not meet the terms of the agent contracts for an extended period of time.

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

**MEMORANDUM OF UNDERSTANDING BETWEEN THE
CITY OF DE PERE AND BROWN COUNTY HEALTH DEPARTMENT
FOR INTERIM PUBLIC HEALTH SANITARIAN SERVICES**

WHEREAS, the City of De Pere ("City"), a Wisconsin municipal corporation is in need of interim public health sanitarian services; and

WHEREAS, the Brown County Health Department ("Brown County") has the ability to provide such services to the City on an interim basis; and

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

NOW THEREFORE, upon the mutual promises and obligations set forth below and upon such other considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

I. Effective Date. This Agreement is effective for one year commencing March 4, 2013. This MOU shall automatically renew for one year terms until terminated in writing by either party.

II. Services to be Provided.

- A. The services provided hereunder shall include Public Health Sanitarian services and consultation to the City Health Department on non-routine matters relating to the inspection and licensing of State of Wisconsin Department of Health and Department of Agriculture Retail Establishments.
- B. The City shall initiate a request for services by contacting Brown County for assistance.
- C. Brown County shall employ a Certified Public Health Sanitarian to provide such services to the City. Brown County shall remain responsible for the direction and control of the person or persons assigned to provide such services to the City. The City will provide feedback to Brown County supervisory staff regarding the services received under this Agreement.

III. Compensation. City shall pay Brown County for the services rendered under this Agreement at the rate of \$51.25/hour. Except for mileage reimbursement, such rate includes reimbursement and payment to Brown County for any expenses incurred in providing these services to the City. City shall reimburse Brown County for all mileage paid to the person(s) providing the services hereunder at 80% of the IRS rate. Mileage will be paid for travel from the Brown County Health Department or location of last inspection, whichever is closer, to locations within the City and back to the Brown County Health Department. If travel to the City occurs at the conclusion of the person's workday, mileage accumulation shall conclude at De Pere City Hall. Brown County shall invoice the City on a monthly basis for the services and mileage provided hereunder. City shall promptly remit payment to Brown County.

IV. Records. All files and records concerning services rendered to the City under this Agreement shall belong to, and remain the property of, the city.

V. Miscellaneous.

- A. Construction of Agreement. This agreement is intended to constitute a full and complete understanding of the Memorandum of Understanding between the City and Brown County.
- B. Law Governing. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin.
- C. Interpretation. Headings used in this Agreement are for convenience of reference only and do not constitute a part of the Agreement unless the context clearly requires. If any section of this Agreement is held to be invalid by operation of law or tribunal of competent jurisdiction or enforcement of any part should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.
- D. Termination. This MOU can be terminated by either party for any reason or no reason by giving thirty (30) days written notice to the other party.
- E. Indemnification. The City hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims,

expenses, suits, demands, debts, actions, liabilities and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of performance under this Agreement for the negligence or intentional misconduct of City, their officials, officers, employees and agents.

Brown County hereby agrees to release, indemnify, defend and hold harmless City, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions, liabilities and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of performance under this Agreement for the negligence or intentional misconduct of Brown County, their officials, officers, employees and agents.

- F. Amendments. This MOU is the entire agreement between the undersigned parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that it is the intention of the parties to amend this document.
- G. Waiver. No provision of this MOU may be waived, unless the waiver is made in writing and is signed by a duly authorized representative of each party. The waiver of any provision of this MOU, including a breach, does not constitute a waiver of any other provision or any subsequent breach of the same or any other provision contained in this Agreement.
- H. Assignment. This MOU shall not be assigned and shall not transfer any interest in it without the prior written consent of the parties.
- I. Relationship. Nothing in this MOU shall be considered to create the relationship of employer and employee, of third party beneficiary, of principal or agent, of limited or general partners or of joint venture between the parties.
- J. Notices. Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate party as follows:

CITY: Lawrence Delo, City Administrator
335 S. Broadway St.
De Pere, WI 54115

BROWN COUNTY: Judy Friederichs, RN, BSN
610 S. Broadway
Green Bay, WI 54303

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee. The above addresses or individuals to be notified may be changed at any time by the party giving notice in writing to the other party in the manner provided above.

- K. Severability. The provisions of this MOU are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the MOU shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of the MOU.
- L. Signature Authority. The persons signing this MOU warrant that they have been authorized to enter into this Agreement by and on behalf of their respective parties and that they have full and complete authority to bind their respective parties by executing this MOU.

IN WITNESS WHEREOF, the parties hereto have entered this Agreement on the

_____ day of _____, 2013.

BROWN COUNTY HEALTH
DEPARTMENT
By:

CITY OF DE PERE
By:

Judith A. Friederichs, RN, BSN
Director / Health Officer
Brown County Health Department

Lawrence Delo
City Administrator
City of De Pere

Troy Streckenbach
Brown County Executive

Michael Walsh
Mayor, City of De Pere

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4086
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org



March 1, 2013

Finance Committee
City of De Pere

Re: Emergency Siren Project De Pere well station 1340 Scheuring Rd.
WPS meter contract

This past January the outdoor emergency notification siren located at De Pere well station 1340 Scheuring Road was installed. The installation was conducted by **AMERICAN SIGNAL CORP. - MILWAUKEE WI** for a total of **\$16,790.00**. The city budget for the tornado siren is \$19,500.00.

We now need to complete the project by obtaining power to the pole. Installation of a breaker and meter pedestal by Kleuskens Electric is \$ 850.00 bringing the finished product in under budget.

WPS will install power to the meter box and install the power meter under the attached meter contract. The work will be conducted as soon as the frost is out of the ground to avoid the \$465.00 winter installation fee.

This is the same system the city has with the outdoor emergency notification siren at Kiwanis Park.

The department recommends the acceptance of a WPS meter contract and the completion of this project.

If you have any questions or would like to review additional information, feel free to contact me.

Sincerely,

Robert Kiser
Fire Chief

Quotes:

Note: Bodart Electric ----- \$1,500.00
Van Den Heuvel Electric -- \$1,100.00

KLEUSKENS ELECTRIC

1418 Grant Street
De Pere, WI 54115
(920) 336-3764

-----ESTIMATE-----

TO: De Pere Fire and Rescue
400 Lewis Street
De Pere, WI., 54115

DATE: 2-25-13

QTY	DESCRIPTION	AMOUNT
	Install new meter and disconnect on pole for siren on Scheuring Road	
	Price Includes:	
1	Underground meter base	
1	Weatherproof service disconnect	
	Grounding	
	Wiring to siren control panel	
	Permit fee	
	Price does not include any WPS charges	
	Add \$100.00 for winter charge if frost is in the ground	
	Total Estimated Cost	850.00



Wisconsin Public Service Corporation
2850 South Ashland Avenue
P.O. Box 19001
Green Bay, WI 54307-9001
www.wisconsinpublicservice.com

February 22, 2013

CITY OF DE PERE
ATTN: ROBERT KISER
400 LEWIS ST
DE PERE, WI 54115

Dear ROBERT KISER:

Following is the estimated cost for the proposed work request at:

Property Description: 1340 SCHEURING RD
CITY OF DE PERE

County of BROWN
State of WI

- The cost to install your Electric facilities is: \$465.30 service and \$0.00 system. Total Electric charges are \$465.30.
- There will be no cost for the service. The \$465.30 is all winter construction charge. If the service can wait till after March 31st there will be no charges.

The estimate is effective for sixty (60) days as of the date of this letter. It is based on our understanding of the existing conditions and the proposed location of the system and/or service on the property. If you decide to proceed with the proposed work request we will calculate the actual cost. This actual cost may vary from the estimated cost because of changes in job scope, location/route, materials/labor costs, winter construction or other variables.

If you have any questions or would like to proceed with the work request, please call us at 800-242-9772 to complete an application and refer to **Work Request 1111743-1**.

Thank you.

Sincerely,

New Service Installation Team
WMISPRD1

MemoCity of De Pere

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director 
Dave Hongisto, Building Inspector
RE: Consider Request to Fill Building Inspection Secretary and Subsequent Vacancies
Date: March 7, 2013

Jansen Hanson retired from the City effective March 6, 2013. Janice has been employed with the City since August 28, 1995. We wish Janice the best in her retirement.

In keeping with Finance/Personnel Committee's vacancy review process, the City Administrator, the Building Inspector and I have reviewed the position and are in agreement that it needs to be filled in a full-time capacity.

During our review we evaluated the current workload and duties for this position as well as alternatives to filling the position. This position is responsible for general office duties for the Building Inspection and Assessor. The position will now assume general office duties related to Planning and Economic development. Most of those duties were currently being completed by the Director of Planning and Economic Development. Duties of the position include answering the phone, working the front counter, scheduling appointments, receipting, filing, performing the administrative work for the Zoning Board of Appeals, Planning Commission and the Redevelopment Authority and taking the minutes at the meetings. This position also assists other departments as needed.

We are recommending that you approve filling this vacancy. The position would be filled in accordance with the Municipal Employees Association collective bargaining agreement through internal posting first, and then if necessary through external recruitment. We ask for approval to fill any subsequent vacancies as well.

If you have any questions please feel free to contact Dave at 339-4053 or Shannon at 339-4045.

Thank you.