



Finance/Personnel Committee

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Agenda

Tuesday, March 8, 2016

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 **March 8, 2016 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 February 9, 2016 regular meeting of the Finance/Personnel Committee.
3. Fire Department Overtime and EMS Billing Report for February, 2016.
4. Approval Police Overtime Report for February 2016
5. Consider Farm Lease Agreement with Farmer (Van De Hay) for West Side City Property (WD-D0076, WD-D0078, WD-1049, and WD-D0077)*
6. Consideration of Police Donating Abandoned Bicycles to Children/Families*
7. Approval of Grant Submissions for Police PACK Program. *
8. Consideration of Finger Print Scanner Purchase by Police Department*
9. Consider donation of 250 Carbon Monoxide Detectors to the Fire Department.*
10. Approve repair to Roof Top Unit at City Hall.*
11. Public Comment and announcements.
12. Future agenda items.
13. 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

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: March 8, 2016

DEPARTMENT: City Attorney

FROM: Jeni Dupont

SUBJECT: Approval of the minutes of the February 9, 2016 regular meeting of the Finance/Personnel Committee.

ATTACHMENTS:

- February 9, 2016 DRAFT Minutes (PDF)



Finance/Personnel Committee

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Draft Minutes

Tuesday, February 9, 2016

7:30 PM

De Pere City Hall Council Chambers

Call to Order

Mayor Michael J. Walsh called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on February 9, 2016 at De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

Also present: City Administrator Lawrence Delo, City Attorney Judith Schmidt-Lehman, Fire Chief Dennis Rubin, Economic Development & Planning Director Kim Flom, Parks, Recreation & Forestry Director Marty Kosobucki, Finance Director Joe Zegers, Human Resources Director Shannon Metzler, Captain Dale Haagen and members of the public.

- Approval of the minutes of the January 12, 2016 regular meeting of the Finance/Personnel Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Aldersperson
SECONDER:	Lisa Rafferty, Aldersperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

- Approval of Police Overtime Report for January 2016

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

- Fire Department Overtime and EMS Billing Report for January, 2016.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Aldersperson
SECONDER:	Scott Crevier, Aldersperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

- ED-2077-1 Request to Extend Purchase Option*

Discussion followed motion regarding the exercising of the option. Is eminent - going to happen or trying to protect themselves. Economic Development & Planning Director Flom spoke with Mr. Karman and he confirmed it will be used for a future manufacturing facility. He would buy today if they didn't have to commit to timeline to build. There was other interest on the parcel but since no TID options are available, the potential buyer is no longer interested.

Attachment: February 9, 2016 DRAFT Minutes (4453 : Approval of Minutes)

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

6. Consulting Services between the City of De Pere and Springsted, Inc. (Tax Increment Financing District #7 Amendment). *

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

7. Consider Request for Extension of Time under JDL3 Properties, LLC Development Agreement.*

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

8. Richco Rd Discontinuance and Stormwater Pond Agreement*

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael Donovan, Alderperson
SECONDER: Scott Crevier, Alderperson
AYES: Crevier, Donovan, Lueck, Rafferty, Walsh

9. Consider bids received for Fire Station #2 Renovation.*

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Crevier, Alderperson
SECONDER: Larry Lueck, Alderperson
AYES: Crevier, Donovan, Lueck, Rafferty, Walsh

10. Approve consultant for Green Roof at City Hall. *

Discussion followed motion with Parks Director Kosobucki explaining the differences between green roof and traditional roof. A traditional is cheaper but green roof has energy cost savings and will last longer. Based on the study done by Performa, the pay back for the green roof was around 19 years. It was noted that the Hanging Gardens bid was off \$360 for handling the bid process; the correct bid amount is \$11,880.

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

11. Request to Increase Administrative Time for Recreation Superintendent*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

12. Public Comment and announcements.

None.

13. Future agenda items.

None.

14. Update on Collective Bargaining with Police Union/Possible Tentative Agreement. *

Mayor Walsh moved, seconded by Alderperson Crevier, to go into closed session at 7:43 PM. Upon roll call vote, motion carried unanimously.

Mayor Walsh moved, seconded by Alderperson Donovan to reconvene in open session at 7:51 PM. Upon roll call vote, motion carried unanimously.

Alderperson Donovan moved, seconded by Alderperson Crevier to approve the Tentative Agreement and forward to the City Council. Upon vote, motion was approved unanimously.

15. Adjournment

Upon motion by Mayor Walsh, seconded by Alderperson Crevier, the Finance/Personnel Committee unanimously adjourned at 7:52 PM.

Respectfully submitted,
Jennifer Dupont

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: March 8, 2016

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Fire Department Overtime and EMS Billing Report for February, 2016.

ATTACHMENTS:

- FEB OT REPORT (PDF)

DE PERE FIRE RESCUE
OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2015

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	120.00	87.00	165.00	154.25	177.00	112.25	110.25	62.50	242.25	57.75	36.00	218.00	1,542.00
EMS TRAINING	63.00	301.50	91.00	89.50	59.00	12.00	4.75	4.50	78.00	52.00	85.50	75.50	916.75
FIRE TRAINING	0.00	6.75	30.75	0.00	16.50	147.75	57.00	39.75	14.50	41.00	35.75	12.00	401.75
RESCUE CALLS	11.50	8.50	23.25	7.00	14.25	11.00	13.75	2.00	7.75	9.25	3.00	7.50	118.75
FIRE CALLS	0.00	0.00	3.75	0.75	0.00	0.00	0.75	0.00	0.00	0.75	0.00	1.00	7.00
MEETINGS	141.50	132.75	65.50	90.50	56.00	56.50	147.00	20.75	12.50	46.00	52.75	33.25	855.00
STAFFING REP.	216.00	43.50	65.25	36.00	105.50	72.50	118.25	276.00	85.50	55.50	107.25	81.00	1,262.00
MAINTENANCE	4.50	1.00	5.25	3.00	16.50	0.00	0.00	0.00	0.00	12.00	3.00	0.00	45.25
PUB. ED.	0.00	19.25	37.50	14.00	24.50	38.25	14.25	3.50	7.00	64.50	3.00	12.00	237.75
SPECIAL EVENTS	0.00	0.00	0.00	0.00	0.00	168.50	101.00	0.00	97.25	0.00	0.00	0.00	366.75
# FIRE RUNS	28.00	25.00	14.00	28.00	22.00	32.00	37.00	30.00	25.00	25.00	19.00	41.00	326.00
# of EMS RUNS	170.00	156.00	184.00	165.00	173.00	197.00	138.00	161.00	166.00	142.00	142.00	144.00	1,938.00
DISPATCH ERRORS	4.00	0.00	5.00	5.00	6.00	7.00	5.00	12.00	10.00	5.00	4.00	3.00	66.00
TOTAL HRS.	556.50	600.25	487.25	395.00	469.25	618.75	567.00	409.00	544.75	338.75	326.25	440.25	5,753.00

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											250.25
EMS TRAINING	84.00	86.50											170.50
FIRE TRAINING	0.00	368.50											368.50
RESCUE CALLS	7.50	7.50											15.00
FIRE CALLS	7.25	0.00											7.25
MEETINGS	89.00	33.25											122.25
STAFFING REP.	0.00	4.50											4.50
MAINTENANCE	0.00	0.00											0.00
PUB. ED.	9.00	59.25											68.25
SPECIAL EVENTS	0.00	0.00											0.00
# FIRE RUNS	34.00	31.00											65.00
# of EMS RUNS	137.00	115.00											252.00
DISPATCH ERRORS	6.00	3.00											9.00
TOTAL HRS.	321.00	685.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,006.50

Special Events included in Overtime

Total Overtime Budget \$100,000, Expenditures through February 26, 2016 \$11,395, 11%

Attachment: FEB OT REPORT (4459 : Fire Dept Feb OT Report)

Incident Type Report (Summary)
From 01/01/16 To 02/29/16
Report Printed On: 03/02/2016

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Building fire (111)	5	1.53%	\$0.00	\$0.00	\$0.00	0.00%
Cooking fire, confined to container (113)	2	0.61%	\$100.00	\$5.00	\$105.00	1.98%
Fire in mobile home used as fixed residence (121)	1	0.31%	\$0.00	\$0.00	\$0.00	0.00%
Mobile property (vehicle) fire, other (130)	1	0.31%	\$50.00	\$150.00	\$200.00	3.77%
Road freight or transport vehicle fire (132)	1	0.31%	\$5,000.00	\$0.00	\$5,000.00	94.25%
	10	3.07%	\$5,150.00	\$155.00	\$5,305.00	100.00%
3 Rescue & Emergency Medical Service Incident						
Rescue, EMS incident, other (300)	3	0.92%	\$0.00	\$0.00	\$0.00	0.00%
EMS call, excluding vehicle accident with injury (321)	239	73.31%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	7	2.15%	\$0.00	\$0.00	\$0.00	0.00%
Rescue or EMS standby (381)	1	0.31%	\$0.00	\$0.00	\$0.00	0.00%
	250	76.69%	\$0.00	\$0.00	\$0.00	0.00%
4 Hazardous Condition (No Fire)						
Gasoline or other flammable liquid spill (411)	1	0.31%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide incident (424)	4	1.23%	\$0.00	\$0.00	\$0.00	0.00%
Electrical wiring/equipment problem, other (440)	1	0.31%	\$0.00	\$0.00	\$0.00	0.00%
Heat from short circuit (wiring), defective/worn (441)	1	0.31%	\$0.00	\$0.00	\$0.00	0.00%
Power line down (444)	1	0.31%	\$0.00	\$0.00	\$0.00	0.00%
	8	2.47%	\$0.00	\$0.00	\$0.00	0.00%
5 Service Call						
Service Call, other (500)	2	0.61%	\$0.00	\$0.00	\$0.00	0.00%
Person in distress, other (510)	2	0.61%	\$0.00	\$0.00	\$0.00	0.00%
Lock-out (511)	2	0.61%	\$0.00	\$0.00	\$0.00	0.00%
Smoke or odor removal (531)	4	1.23%	\$0.00	\$0.00	\$0.00	0.00%
Assist invalid (554)	2	0.61%	\$0.00	\$0.00	\$0.00	0.00%
Defective elevator, no occupants (555)	1	0.31%	\$0.00	\$0.00	\$0.00	0.00%
	13	3.98%	\$0.00	\$0.00	\$0.00	0.00%
6 Good Intent Call						
Good intent call, other (600)	3	0.92%	\$0.00	\$0.00	\$0.00	0.00%
Dispatched and cancelled en route (611)	14	4.29%	\$0.00	\$0.00	\$0.00	0.00%
Wrong location (621)	9	2.76%	\$0.00	\$0.00	\$0.00	0.00%
Smoke scare, odor of smoke (651)	1	0.31%	\$0.00	\$0.00	\$0.00	0.00%
HazMat release investigation w/no HazMat (671)	1	0.31%	\$0.00	\$0.00	\$0.00	0.00%
	28	8.59%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call						
System malfunction, other (730)	1	0.31%	\$0.00	\$0.00	\$0.00	0.00%
Heat detector activation due to malfunction (734)	1	0.31%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system sounded due to malfunction (735)	2	0.61%	\$0.00	\$0.00	\$0.00	0.00%
CO detector activation due to malfunction (736)	3	0.92%	\$0.00	\$0.00	\$0.00	0.00%
Sprinkler activation, no fire - unintentional (741)	2	0.61%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation, no fire - unintentional (743)	1	0.31%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	3	0.92%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide detector activation, no CO (746)	2	0.61%	\$0.00	\$0.00	\$0.00	0.00%
	15	4.60%	\$0.00	\$0.00	\$0.00	0.00%
9 Special Incident Type						
Special type of incident, other (900)	1	0.31%	\$0.00	\$0.00	\$0.00	0.00%
Citizen complaint (911)	1	0.31%	\$0.00	\$0.00	\$0.00	0.00%
	2	0.62%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count:	326			Total Est. Loss:	\$5,305.00	

Attachment: FEB OT REPORT (4459 : Fire Dept Feb OT Report)

**DE PERE FIRE RESCUE
MUTUAL AID REPORT
FEBRUARY, 2016**

MUTUAL AID GIVEN

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
227	ASHWAUBENON	EMS
236	GREENLEAF	FIRE
238	AUSTIN STRAUBEL	FIRE
243	ASHWAUBENON	FIRE
246	ASHWAUBENON	EMS
260	GREEN BAY	EMS
274	ASHWAUBENON	EMS
287	ASHWAUBENON	EMS/FIRE
288	COUNTY RESCUE	EMS
293	BELLEVUE	FIRE

MUTUAL AID RECEIVED

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
222	LEDGEVIEW	FIRE
234	ASHWAUBENON	FIRE
234	COUNTY RESCUE	FIRE
234	LAWRENCE	FIRE
234	LEDGEVIEW	FIRE
240	COUNTY RESCUE	FIRE
254	ASHWAUBENON	EMS
259	ASHWAUBENON	EMS

Attachment: FEB OT REPORT (4459 : Fire Dept Feb OT Report)

FEBRUARY, 2016
***OVERTIME CAUSED BY SICK LEAVE**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
02/08/16	3	4.5
TOTAL	3	4.5

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

EMS BILLING MONTHLY BILLING FIGURES

	JAN. '16	FEB. '16	MAR. '16	APR. '16	MAY '16	JUNE '16
CHARGES	94,535					
PAYMENTS	51,525					
ADJUSTMENTS	34,515					
WRITE OFFS	8,542					

	JULY '16	AUG. '16	SEPT. '16	OCT. '16	NOV. '16	DEC. '16
CHARGES						
PAYMENTS						
ADJUSTMENTS						
WRITE OFFS						

Payments to EMS	
Jan. 2016	4,307
Feb. 2016	
March 2016	
April 2016	
May 2016	
June 2016	
July 2016	
Aug. 2016	
Sept. 2016	
Oct. 2016	
Nov. 2016	
Dec. 2016	
Total Paid	\$4,307

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

MEETING DATE: March 8, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Approval Police Overtime Report for February 2016

The overtime report covers a four week period. Two previous years overtime reports are attached for comparison.

February's Miscellaneous OT of 17.25 total hours is comprised of 3.75 Patrol 1.5 fraction allotments, 10.5 hours unclassified, and 3 hours for snowstorm related overtime.

The February's Reimbursed Miscellaneous OT of 42.0 total hours is comprised of 25.5 DTF Investigation Hours, and 16.5 hours for the OWI Task Force.

ATTACHMENTS:

- 2014 PD OT Report Summary (PDF)
- 2015 PD OT Report (PDF)
- February 2016 PD OT Report (PDF)

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2014**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC**	TOTAL
OFFICER SICK RELIEF	35.25	82.50	83.25	53.25	62.25	52.50	63.75	54.75	62.25	159.00	39.75	51.75	800.25
OFFICER WORKED ON HOLIDAY	4.00	4.00	8.00	41.25	18.50	54.25	60.50	16.00	116.00	22.00	8.00	227.00	579.50
OFFICER FOR COURT	36.00	12.00	15.00	9.00	18.50	21.00	27.00	18.75	3.00	9.00	14.25	6.00	189.50
OFFICER TRAINING		13.00	32.25	90.50	19.75	59.75	42.25	12.50	59.00	64.75	141.50	29.50	564.75
OFFICER RELIEF FOR FUNERAL							29.25		16.50		30.00		75.75
OFFICER ATTEND MEETING	40.50		6.00	9.75	11.25			17.25		2.25	38.75		125.75
STAFFING LEVEL	27.75	16.50	35.50	51.75	142.00	221.25	341.50	199.50	208.50	211.50	255.50	319.00	2030.25
INVESTIGATION	34.75	22.25	8.25	37.50	64.75	18.75	85.25	56.00	53.25	22.75	34.25	87.75	525.50
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	24.00	49.50	21.75	34.50	24.75	32.25		18.75	48.00	79.50	22.50	27.75	383.25
COMMUNITY RELATIONS									3.00	8.25			11.25
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		15.00			34.00	255.25	6.75		36.75	9.00		55.50	412.25
MISCELLANEOUS	14.00	25.25	28.50	5.50	26.50	62.75	25.75	17.25	26.25	34.50	17.75	31.75	315.75
MISCELLANEOUS REIMBURSED	107.25	102.00	119.25	107.00	93.00	141.75	203.25	96.00	110.25	97.50	66.75	104.25	1348.25
Gross OFFICER OVERTIME	323.50	342.00	357.75	440.00	515.25	919.50	885.25	506.75	742.75	720.00	669.00	940.25	7362.00
SUBTOTAL REIMBURSED OVERTIME	(131.25)	(166.50)	(141.00)	(141.50)	(151.75)	(429.25)	(210.00)	(114.75)	(195.00)	(186.00)	(89.25)	(187.50)	(2143.75)
NET OFFICER OVERTIME	192.25	175.50	216.75	298.50	363.50	490.25	675.25	392.00	547.75	534.00	579.75	752.75	5218.25
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: \$133,357.00

Expenditures through 1/02/2015 \$145,016.00

Percent of Total Budget: 108.74%

NOTES:

* Period 1/4/2014 - 1/31/2014

+Period 3/29/2014 - 4/25/2014

#Period 6/21/2014 - 08/01/2014

^^Period 9/27/2014 - 10/24/2014

Period 2/1/2014 - 2/28/2014

++Period 4/26/2014 - 5/23/2014

##Period 8/2/2014 - 8/29/2014

*+Period 10/25/2014 - 11/21/2014

Period 03/01/2014 - 03/28/2014

^Period 5/24/2014 - 6/20/2014

^^Period 8/30/2014 - 9/26/2014

*+*Period 11/22/2014 - 1/2/2015 (6 weeks)

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											50.00
OFFICER WORKED ON HOLIDAY	8.00	8.00											16.00
OFFICER FOR COURT	13.00	10.50											23.50
OFFICER TRAINING	40.50	42.50											83.00
OFFICER RELIEF FOR FUNERAL		7.50											7.50
OFFICER ATTEND MEETING	14.00	10.00											24.00
STAFFING LEVEL	8.00	19.00											27.00
INVESTIGATION	39.50	25.50											65.00
HONOR GUARD FOR FUNERAL		7.50											7.50
SCHOOL LIAISON REIMBURSED	21.50	20.00											41.50
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		12.50											12.50
MISCELLANEOUS	8.00	17.25											25.25
MISCELLANEOUS REIMBURSED	76.50	42.00											118.50
Gross OFFICER OVERTIME	271.00	230.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	501.25
SUBTOTAL REIMBURSED OVERTIME	(98.00)	(74.50)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(172.50)
NET OFFICER OVERTIME	173.00	155.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	328.75
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: **\$140,000.00**
Expenditures through 02/19/2016 **(\$1,431.83)**
Percent of Total Budget: **-1.02%**

NOTES:

* Period 01/02/2016 - 01/29/2016
**Period 1/30/2016 - 02/26/2016
***Period

+Period
++Period
^Period

#Period
##Period
^^Period

^^^Period
*+Period
*+*Period

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

MEETING DATE: March 8, 2016

DEPARTMENT: Planning

FROM: Sarah Wallace

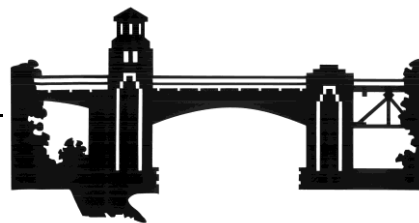
SUBJECT: Consider Farm Lease Agreement with Farmer (Van De Hay) for West Side City Property (WD-D0076, WD-D0078, WD-1049, and WD-D0077)*

ATTACHMENTS:

- 3.16_Finance Meeting Letter (DOCX)

CITY OF DE PERE

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



March 1, 2015

To: Finance/Personnel Committee

From: Sarah Wallace, Associate Planner

RE: Consider Farm Lease Agreement with Farmer (Van De Hay) for West Side City Property (WD-D0076, WD-D0078, WD-1049, and WD-D0077)*

The City has one farmer interested in leasing the property from the City of De Pere on the City's west side property (WD-D0076, WD-D0078, WD-1049, and WD-D0077). These leases are critical for maintaining the City's property.

The option to farm this property has not been put "out for bid" like in previous years, mainly due to timing with the City acquiring the property, and the infrastructure work that is needed to be completed in 2016. The proposed lease terms mirror the current lease with Mr. Robertson, including the lease rate of \$68.25/acre.



Figure 1

Recommendation

Staff recommends that the Finance Committee authorize staff to negotiate the lease with Mr. Van De Hey and the final lease to be forwarded to the Common Council for approval.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: March 8, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Consideration of Police Donating Abandoned Bicycles to Children/Families*

The police department processes abandoned bicycles throughout the year and each spring brings the bicycles to auction to sell if not claimed by an owner.

I am proposing to donate roadworthy bicycles to certain children in need of a bicycle, and auction the rest as usual.

On occasion our school resource officers working in the schools on a daily basis make observations, have conversations and discover through various means that there are children who don't have a bicycle and the families cannot afford one. In past years the council has approved donating bicycles to the West De Pere High School for refurbishing and subsequent donation. This is a similar request and through partnership with either a school district or a local bicycle repair shop, we can ensure road worthiness. Each bicycle donated will be registered and a bicycle license affixed.

I therefore seek permission to donate abandoned bicycles to needy children.

Thank you in advance. If you should have any questions, please contact me at your convenience.

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

MEETING DATE: March 8, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Approval of Grant Submissions for Police PACK Program. *

The police department proposes to start a summer program in the community called P.A.C.K, or Police and Community Kids. This concept brought forward by Officer Melissa Vande Wattering, is work from an ad hoc team in the department concerned with police and community relations, especially with children. In a society where sometimes the police are referred to in a negative light and children are taught to be afraid, we want to do something different, thus an idea was born.

The mission of the PACK program is to provide an environment where juveniles under 15 years old and the police can interact in a positive way. The police department desires to break down communication barriers between us and our community youth. By opening these lines of communication we aim to boost self-esteem and confidence and help develop a mutual trust.

In order to foster activities and interactions, some money will need to be expended. For instance we are proposing to purchase equipment (basketballs, footballs, etc.) to be used when we meet, brochures that can be handed out by officers when dealing with a child who could benefit from the program, food occasionally (pizza, ice cream), some prizes and giveaways, such as a bike, or sports equipment that can be won at the end of the summer, (We are also looking at every time the child attends they sign in and that enters the child for prizes) and the like. And, lastly, we would purchase some promotional items, (t-shirts, water bottle, key chains), to be given to each child who attends an event.

The police department would like to submit for some mini grants (between \$500 and \$2,000) from the following organizations or corporations for support of this program. We propose to ask for grants from Target, Wal-Mart, Shopko, and the Crime Prevention Foundation of Brown County. There will not be any matching needed for these mini grants.

Finally I propose that the grants submitted be pre-approved if the grants are awarded and received by the department.

We believe PACK to be an important program. Please support this endeavor and the grant submissions and approvals. Thank you in advance.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: March 8, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Consideration of Finger Print Scanner Purchase by Police Department*

The police department is seeking Finance Committee and Council approval for the purchase of a portable fingerprint scanner for use in identifying individuals. Attached is the initial quote and supporting documentations including the sales and the software license agreements.

From time to time, police are faced with a subject that lacks identification, presents another's identification, or presents fraudulent/forged identification. Short of a DNA test that is impractical in the field, a fingerprint is the next best way to identify a person. I am proposing the department purchase a hand held fingerprint scanner from MorphoTrak, the manufacturer and sole source supplier of this particular device for use in the police department.

The cost of the device is \$1,700 plus a protective sleeve and Bluetooth adapter for an additional \$70. Annual maintenance after the first year is \$175.

To avoid using budget money for this purchase, I propose the use of police asset forfeiture funds, collected from seizures involving drug dealers and drug sale gains. The police department asset forfeiture account has enough funds to purchase this product and the accessories. The use of such funds for this type of purchase would be an appropriate expenditure under federal guidelines.

In order to facilitate this agreement and purchase the product, I am seeking Council permission to sign on behalf of the city after City Attorney approval of the sales agreement and software license agreement.

Thank you in advance. If you have any questions please contact me at your convenience.

ATTACHMENTS:

- DPPD_MID_MTWI-MID111315-01 (PDF)



555 East La Palma Avenue
Suite 100
Anaheim, CA 92807

November 13, 2015

Sgt. Ron Van Price
De Pere Police Department
335 S. Broadway
De Pere, WI 54115

Tel: 920-339-8070

Email: r.vanprice@mail.de-pere.org

Reference No. MTWI-MID111315-01

Dear Sgt. VanPrice:

MorphoTrak is pleased to provide De Pere Police Department with the following quotation for MorphoTrak's new line of cutting-edge-technology product, MorphoIDent™.

MorphoIDent promotes officer safety with its ease of use and overall intuitiveness, and minimizes training requirements. The Terminal provides excellent visibility – even in direct sunlight – with its large 2-inch LCD screen.

The MorphoIDent Terminal captures an individual's fingerprints and submits to the Wisconsin Department of Justice (WDOJ) system. Through the established Bluetooth/USB connection, the MorphoIDent Terminal submits a data packet to the MorphoMobile Software on the De Pere Police Department workstation.



The MorphoMobile software generates a WDOJ-compliant ANSI/NIST file and submits the search request to the WDOJ system via the WDOJ BadgerNet network for identification. Results are returned to the MorphoMobile application screen and to the MorphoIDent Terminal for notification and positive identification, if available.

*In the MorphoTrak
2015 Customer
Satisfaction survey,
98% of our
customers rated
themselves
"Satisfied" or
"Very Satisfied"*

Attachment: DPPD_MID_MTWI-MID111315-01 (4449 : Finger Print Scanner)

The proposed solution consists of the following hardware and software components:

- ◆ MorphoIDent Terminals configured for local WDOJ AFIS submission
- ◆ MorphoMobile Windows XP/7 Software License Application
- ◆ MorphoIDent Quick Start Reference Guide (“Quick Start Guide”) or MorphoMobile Installation Guide (“Installation Guide”)

MorphoTrak’s Quick Start Reference Guide or Installation Guide includes installation and configuration instructions to allow De Pere Police Department to:

- ◆ Pair the MorphoIDent Terminal, via Bluetooth 2.0, USB 2.0, with the De Pere Police Department Windows XP/7 workstation
- ◆ Install the MorphoMobile Application Software on the De Pere Police Department Windows XP/7 workstation

Solution Description and Pricing

MorphoTrak proposes the equipment and services described in Table 1.

MorphoIDent Equipment Table 1. MorphoIDent Pricing

	Description	Qty	Unit Price
MI01-000005-02	MorphoIDent Solution including : ◆ MorphoIDent Terminal configured for local WDOJ AFIS submission ◆ MorphoMobile Windows XP/7 application ◆ USB 2.0 data cable ◆ Quick Start Reference Guide ◆ Warranty: 1 Year Advantage warranty ◆ Freight	1-25 26-100 101-200 201-500 501+	\$1,700 \$1,550 \$1,350 \$1,150 \$950

Options and Pricing

MorphoTrak equipment options and pricing described in Table 2. **Table 2. Options Pricing**

	Description	Unit Price
	Annual Maintenance (after initial 1 Year Warranty)	\$175
MI00-0EBW0B-C	Black Polymer Device Sleeve*	\$45*
SMID-ENTBT0-0	Bluetooth 2.1 USB Micro Adapter	\$25
MI00-0EBW0B-D	Battery 5 Pack Replacement	\$160

Standard shipping is 30 days after receipt of order, or as otherwise scheduled.

****Purchase a MorphoIDent Device by 12/15/2015 and MorphoTrak will include the Protective Sleeve at no charge!***

Customer Responsibilities

De Pere Police Department is responsible for the following:

Connection to the Wisconsin Department of Justice (WDOJ) Badgernet network is required for electronic submission and is the responsibility of De Pere Police Department.

- ◆ Data Encryption Certificates to meet FBI CJIS Requirements
- ◆ End-user training
- ◆ Ensuring De Pere Police Department workstations are able to connect to the WDOJ network
- ◆ Ensuring De Pere Police Department provided workstations support at minimum Bluetooth 2.0 or USB 2.0. If USB 2.0, at least 1 available port is required.
- ◆ Ensuring the required inter-agency agreements are in place between itself and WDOJ, local, state and government AFIS
- ◆ Installing MorphoMobile Application Software on each De Pere Police Department workstation, as indicated in the Quick Start Guide
- ◆ Pairing each MorphoIDent Terminal with each De Pere Police Department provided workstation via Bluetooth or USB, as indicated in the Quick Start Guide

- ◆ Testing the MorphoIDent terminal and MorphoMobile Software as per the MorphoIDent Quick Start Guide or MorphoMobile Installation Guide
- ◆ Battery replacement is handled as a consumable and is outside the scope of warranty and annual maintenance coverage

System Requirements – MorphoTrak confirms the following system requirements: **Table 3**

Minimum System Requirement	
MorphoMobile on a workstation	◆ Windows XP SP3 or Windows 7 SP1 operating systems, with all security patches installed. ◆ Support for Bluetooth 2.0 or later.

MorphoTrak will provide the MorphoIDent Quick Reference Guide and MorphoMobile Installation Guide with the intention that the MorphoMobile software is user installable and the MorphoIDent / MorphoMobile pairing is user configurable.

Should De Pere Police Department choose to have MorphoTrak assistance with deployment, MorphoTrak can price those options on an as requested basis.

Available MorphoTrak Professional Services The below services can be custom quoted. **Table 4**

◆ Program Management ◆ Installation and Test (IAT) ◆ Network connectivity design, review, troubleshooting ◆ Software installation, test, and troubleshooting on a sample set or full deployment set on-site or in the field ◆ Train-the-Trainer user training sessions ◆ On-site full staff user training ◆ On-site integration services
--

Additional engineering effort by MorphoTrak beyond the scope of the standard product will be quoted at a firm fixed price based on our current service rates in effect at the time of the change, plus any related travel or administrative expenses. Assistance with training and questions for the De Pere Police Department database or any programming, scripting, or review of programs beyond work quoted above are excluded from this offer.

MorphoTrak reserves the right to substitute hardware of equal value with equal or better capability, based upon market availability. If, however such equipment is unavailable, MorphoTrak will make its best effort to provide a suitable replacement.

Prices are exclusive of any and all state, or local taxes, or other fees or levies. Customer payments are due to MorphoTrak within twenty days after the date of the invoice. Product purchase will be governed by the MorphoTrak Agreement, a copy of which is attached for your convenience. Firm delivery schedules will be provided upon receipt of a purchase order. No subsequent purchase order can override such terms. Nothing additional shall be binding upon MorphoTrak unless a subsequent agreement is signed by both parties.

Proposal Expiration: February 29, 2016

Purchase orders should be sent to MorphoTrak by electronic mail, facsimile or United States mail. Please direct all questions and order correspondence, including Purchase Order, to: Noemi Islas, MorphoTrak, 5515 East La Palma Avenue, Suite 100, Anaheim, CA 92807; Tel: (714) 238-2082; Fax: (714) 238-2049; Email: noemi.islas@morpho.com.

We look forward to working with you.

Sincerely,



Barry Fisher - Senior Sales Director
MorphoTrak

Advantage Solution Support

The following table provides a summary of the maintenance services and support available during warranty and following warranty expiration. Initial warranty period is 1 year from the date of delivery.

Support Features	Warranty	Post Warranty
Telephone Technical Support	Included in Warranty	Available for purchase
Parts Support	Included in Warranty	Available for purchase
Advanced Exchange Parts Replacement	√	√
Telephone Technical Support for Parts Replacement	√	√

Attachment: DPPD_MID_MTWI-MID111315-01 (4449 : Finger Print Scanner)

By signing this signature block below, De Pere Police Department agrees to the terms and pricing stated in this proposal for the product and services as referenced above. My signature below constitutes the acceptance of this order and authorizes MorphoTrak, LLC to ship and provide these product and services:

Signature Authorization for Order:

Signature _____
 Name _____
 Date _____

Total Purchase Price (including any Options): _____

Please provide Billing Address:

Check if Billing Address is same as Shipping Address: ☐

Please provide Shipping Address (if different from Billing Address):

PLEASE PROVIDE A COPY OF YOUR CURRENT TAX EXEMPTION CERTIFICATE (if applicable).

Attachment: DPPD_MID_MTWI-MID111315-01 (4449 : Finger Print Scanner)

MorphoIDent

Detailed Product Description

MorphoIDent is MorphoTrak's new line of cutting-edge mobile identification technology; the latest in handheld mobile identification devices for law enforcement use. This terminal is designed specifically for public safety officers, enabling real-time identification based on MorphoTrak's world class fingerprint recognition technology. Compact, accurate and easy to use, MorphoIDent has been designed by people who know what it is like to work in the field.

Modern design - MorphoIDent benefits from state-of-the-art technology and a look and feel that maximizes user acceptance.

Optimal ease of use in the field - MorphoIDent offers an intuitive user interface and a large color screen that is clearly visible outdoors. In addition, MorphoIDent is so compact it fits in a shirt pocket.

Extreme accuracy - Field-proven MorphoTrak biometrics technology is packed into the most widely used optical fingerprint sensor on the market.

Fully certified – PIV, FBI, EC, and FCC certified – ready to use.

Pictograms and positive feedback - MorphoIDent provides easy to understand pictograms and vibration feedback when a quality fingerprint is captured and again when a hit/no-hit message is received.

Features

The new MorphoIDent mobile devices provide on-the-spot identity checks in real-time. The biometric and demographic data captured by the MorphoIDent device are transferred via Bluetooth™ or USB to a PC, workstation, smart-phone, or PDA running the MorphoMobile application. This application provides a secure connection to the AFIS, in addition to configuration and device management.



MorphoDent and MorphoMobile Features

MorphoDent Features

- ♦ Handheld device:
- ♦ Multiple finger acquisition
- ♦ Multiple case acquisition (up to 15 cases)
- ♦ Data transfer to host (MorphoMobile) via Bluetooth/USB
- ♦ Acquisition and results interface
- ♦ Morpho optical fingerprint sensor (CBM-E). Deployed in thousands of access control installations.
- ♦ PIV certified – SAP Level 10
- ♦ Cradle design around the optical sensor
- ♦ Sleek design, glossy finish
- ♦ Compact (fits in a pocket)
- ♦ Large 2.4" VGA color screen
- ♦ Clearly visible outdoors
- ♦ User friendly
- ♦ Multi-case management
- ♦ Vibration alert (capture and identification result)
- ♦ Intuitive end-user actions
- ♦ Pictograms
- ♦ Six function keys
- ♦ Data transfer to host via :
 - ♦ Bluetooth 2.0
 - ♦ USB 2.0
 - ♦ WiFi (future release TBD)
- ♦ Use of existing infrastructure for AFIS interface
- ♦ No additional wireless recurring cost for the customer
- ♦ Separate wireless account for each mobile device unnecessary
- ♦ LiveFeed of fingerprint
- ♦ Mugshot and name returned in search results, if available

MorphoMobile Host Application Features

- ♦ MorphoDent configuration and management
- ♦ Standard NIST file generation and management
- ♦ Remote identification on central AFIS database
- ♦ HTTP/HTTPS, SMTP/SMTPS Interface with AFIS Server
- ♦ Match candidate portrait and demographic information display
- ♦ Receive fingerprints from terminal (MorphoDent)
- ♦ Create search requests with fingerprints to AFIS



System Diagram

The proposed MorphoIDent system configuration is illustrated in Figure 1 below.

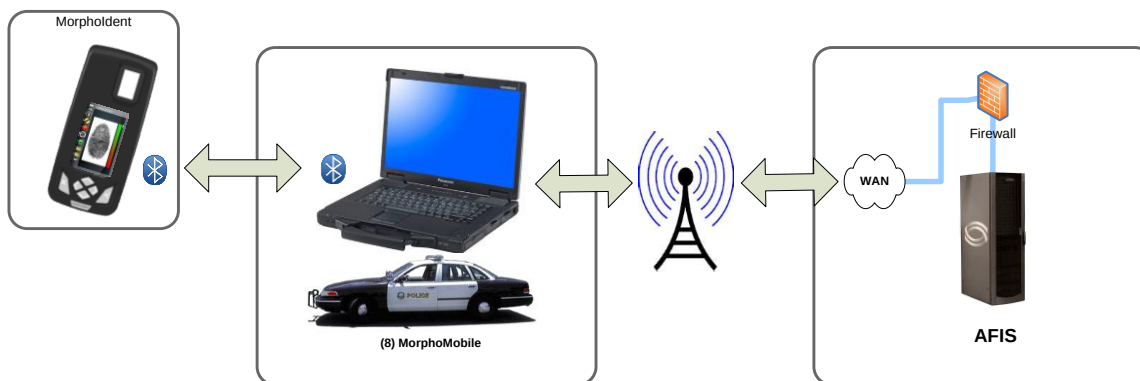


Figure 1: De Pere Police Department MorphoIDent Configuration

MorphoTrak Short Form Sales Agreement

1. Scope. MorphoTrak, LLC, ("MorphoTrak" or "Seller") having a place of business at _____

_____ and _____

_____ ("Customer"), having a place of business at _____

_____, enter into this Sales Agreement ("Agreement"), pursuant to which MorphoTrak, LLC will sell to Customer and Customer will purchase from Seller the equipment, parts, software, or services related to the equipment (e.g., installation) described in Seller's Proposal or Letter Quote dated _____. These terms and conditions, together with the Proposal or Quote, comprise the "Agreement." Customer may indicate its acceptance of this Agreement by signing below or by issuing a purchase order that refers to either the Proposal/Quote or to a Customer solicitation to which the Proposal/Quote responds. Only these terms and conditions apply to the transaction, notwithstanding any inconsistent or additional terms and conditions contained in the purchase order or Customer solicitation.

2. Price and Payment Terms. The Contract Price is U.S. \$_____, excluding applicable sales, use, or similar taxes and freight. Seller will submit invoices to Customer for products when they are shipped and, if applicable, for services when they are performed. Customer will make payments to Seller within twenty (20) days after the invoice date. Seller will pre-pay and add all freight charges to the invoices. Title and risk of loss to equipment or parts will pass to Customer upon shipment. Title to software will not pass to Customer at any time. Seller will pack and ship all equipment, parts or software in accordance with good commercial practices.

3. Software. If this transaction involves software, any software owned by Seller ("MorphoTrak Software") is licensed to Customer solely in accordance with Seller's Software License Agreement ("SLA"), which is attached as Exhibit A and incorporated herein by this reference. Any software owned by a third party ("Non-MorphoTrak Software") is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner unless the owner has granted to Seller the right to sublicense its software pursuant to the SLA, in which case the SLA applies and the owner will have all rights and protections under the SLA as the Licensor. Seller makes no representations or warranties of any kind regarding Non-MorphoTrak Software.

4. Express Limited Warranty and Warranty Disclaimer. MorphoTrak Software is warranted in accordance with the SLA.

5. Delays and Disputes. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond a party's reasonable control (a "Force Majeure"). Each party will notify the other if it becomes aware of a Force Majeure that will significantly delay performance. The parties will try to settle any dispute arising from this Agreement (except for a claim relating to intellectual property or breach of confidentiality) through good faith negotiations. If necessary, the parties will escalate the dispute to their appropriate higher-level managers. If negotiations fail, the parties will jointly select a mediator to mediate the dispute and will share equally the mediation costs. Neither party will assert a breach of this Agreement without first giving the other party written notice and a thirty (30) day period to cure the alleged breach.

6. LIMITATION OF LIABILITY. Except for personal injury or death, Seller's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the purchase price of the products or services for which losses or damages are claimed. SELLER WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE PRODUCTS, OR THE PERFORMANCE OF SERVICES BY SELLER PURSUANT TO THIS AGREEMENT. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one year after the accrual of the cause of action. This limitation of liability survives the expiration or termination of this Agreement.

7. Confidential Information and Preservation of Proprietary Rights. The SLA governs software confidentiality. As to any other

information marked "Confidential" and provided by one party to the other, the receiving party will maintain the confidentiality of the information and not disclose it to any third party; take necessary and appropriate precautions to protect the information; and use the information only to further the performance of this Agreement. Confidential information is and will remain the property of the disclosing party, and no grant of proprietary rights in the confidential information is given or intended. Seller, any copyright owner of Non-MorphoTrak Software, and any third party manufacturer own and retain all of their proprietary rights in the equipment, parts and software, and nothing herein is intended to restrict their proprietary rights. Except as explicitly provided in the SLA, this Agreement does not grant any right, title or interest in Seller's proprietary rights, or a license under any Seller patent or patent application.

8. Miscellaneous: Each party will comply with all applicable laws, regulations and rules concerning the performance of this Agreement or use of the products. Customer will obtain and comply with all FCC licenses and authorizations required for the installation, operation and use of the products. This Agreement and the rights and duties of the parties will be governed by and interpreted in accordance with the laws of the State in which the products are installed. This Agreement constitutes the entire agreement of the parties regarding this transaction, supersedes all previous agreements and proposals relating to this subject matter, and may be amended only by a written instrument executed by both parties. Seller is not making, and Customer is not relying upon, any representation or warranty except those expressed herein. There are no certifications or commitments binding Seller applicable to this transaction unless they are in writing and signed by an authorized signatory of Seller.

MORPHOTRAK, LLC ("SELLER"):

Signed _____

Name _____

Title _____

Date _____

NAME ("CUSTOMER")

Signed _____

Name _____

Title _____

Date _____

EXHIBIT A – SOFTWARE LICENSE AGREEMENT

In this Exhibit A, the term "Licensor" means MorphoTrak, LLC, ("MorphoTrak"); "Licensee," means the Customer; "Primary Agreement" means the agreement to which this exhibit is attached (MorphoTrak Short Form Sales Agreement); and "Agreement" means this Exhibit and the applicable terms and conditions contained in the Primary Agreement. The parties agree as follows:

For good and valuable consideration, the parties agree as follows:

SECTION 1. DEFINITIONS

1.1 "Designated Products" means products provided by MorphoTrak to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached (MorphoTrak Short Form Sales Agreement).

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by MorphoTrak; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

SECTION 2. SCOPE

MorphoTrak and Licensee enter into this Agreement in connection with MorphoTrak's delivery of certain proprietary Software or products containing embedded or pre-loaded proprietary Software, or both. This Agreement contains the terms and conditions of the license MorphoTrak is providing to Licensee, and Licensee's use of the Software and Documentation.

SECTION 3. GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, MorphoTrak grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under MorphoTrak's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, MorphoTrak will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found); and, (iii) provide Licensee a copy of the Open Source Software source code, without charge, if it is publicly available (although distribution fees may be applicable).

SECTION 4. LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of MorphoTrak's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; provided that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by MorphoTrak in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto another device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to MorphoTrak of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to MorphoTrak at the time temporary transfer is discontinued.

SECTION 5. OWNERSHIP AND TITLE

MorphoTrak, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by MorphoTrak or another party, or any improvements that result from MorphoTrak's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by MorphoTrak in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in MorphoTrak, and Licensee will not have any shared development or other intellectual property rights.

SECTION 6. LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. If Licensee is not in breach of any of its obligations under this Agreement, MorphoTrak warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by MorphoTrak solely with reference to the Documentation. MorphoTrak does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. MorphoTrak makes no representations or warranties with respect to any third party software included in the Software.

6.2 MorphoTrak's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If MorphoTrak cannot correct the defect within a reasonable time, then at MorphoTrak's option, MorphoTrak will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3 Warranty claims are described in the Primary Agreement.

6.4 **The express warranties set forth in this Section 6 are in lieu of, and MorphoTrak disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not MorphoTrak knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, MorphoTrak disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.**

SECTION 7. TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without MorphoTrak's prior written consent. MorphoTrak's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

SECTION 8. TERM AND TERMINATION

8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by MorphoTrak, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by MorphoTrak.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to MorphoTrak that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to MorphoTrak or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that MorphoTrak made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to MorphoTrak for which monetary damages would be inadequate. If Licensee breaches this Agreement, MorphoTrak may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

SECTION 9. UNITED STATES GOVERNMENT LICENSING PROVISIONS & RESTRICTED RIGHTS LEGEND

This Section applies if Licensee is the United States Government or a United States Government agency. Licensee's use, duplication or disclosure of the Software and Documentation under MorphoTrak's copyrights or trade secret rights is subject to the restrictions set forth in subparagraphs (c)(1) and (2) of the Commercial Computer Software-Restricted Rights clause at FAR 52.227-19 (JUNE 1987), if applicable, unless they are being provided to the Department of Defense. If the Software and Documentation are being provided to the Department of Defense, Licensee's use, duplication, or disclosure of the Software and Documentation is subject to the restricted rights set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (OCT 1988), if applicable. The Software and Documentation may or may not include a Restricted Rights notice, or other notice referring to this Agreement. The provisions of this Agreement will continue to apply, but only to the extent that they are consistent with the rights provided to the Licensee under the provisions of the FAR or DFARS mentioned above, as applicable to the particular procuring agency and procurement transaction.

SECTION 10. CONFIDENTIALITY

Licensee acknowledges that the Software and Documentation contain MorphoTrak's valuable proprietary and Confidential Information and are MorphoTrak's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

SECTION 11. GENERAL

11.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

11.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of MorphoTrak and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

11.3. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Delaware if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

11.4. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of MorphoTrak and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

11.5. **PREVAILING PARTY.** In the event of any dispute arising out of the subject matter of this Agreement, the prevailing party shall recover, in addition to any other damages assessed, its reasonable attorneys' fees and court costs incurred in arbitrating, litigating, or otherwise settling or resolving such dispute.

11.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, and 11 survive the termination of this Agreement.

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: March 8, 2016

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Consider donation of 250 Carbon Monoxide Detectors to the Fire Department.*

ATTACHMENTS:

- CO DETECTOR DONATION(PDF)

Memo



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

From: Dennis L. Rubin, Fire Chief *D L Rubin*

Date: March 8, 2016

Re: Consider Donation of Carbon Monoxide Detectors

Jarden Safety Company, which trades as "First Alert," has offered the De Pere Fire Department a donation of 250 lithium battery powered carbon monoxide (CO) detectors valued at approximately \$20 each, for a total donation of \$5,000. These 250 CO detection devices are for the exclusive use by the De Pere Fire Rescue Department for installation into homes in our community. This generous offer by First Alert does not require matching funds, but for the Fire Department to install these critical personal safety devices into needy family's dwelling places. No additional expenditures are requested or needed for this project.

Carbon monoxide is the colorless, odorless and tasteless killer of about 5,000 Americans each year. These detection devices are needed to determine the presence of this very toxic and flammable gas. So, in order for the Fire Department to reach our mission statement, a CO detection device needs to be properly installed and maintained in every home in our City. This kind donation will go a long way to continue on this effective public safety journey.

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

Attachment: CO DETECTOR DONATION (4460 : Consider donation of Carbon Monoxide Detectors to Fire Department. *)

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: March 8, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve repair to Roof Top Unit at City Hall.*

Staff is requesting approval to have a Roof Top Unit be repaired at City Hall in the amount of \$7418. The unit was damaged due to actions taken during the installation of our digital control system at City Hall. We believe the contractor that installed our control system is responsible for the damage, hence we are currently going through the process to seek reimbursement from their insurance company.

ATTACHMENTS:

- City of De Pere City Hall Trane RTU Hot Water Coil Replacement (PDF)


TWEET/GAROT MECHANICAL, INC.
CORPORATE OFFICE:

2545 Larsen Road
P. O. Box 11767
Green Bay, WI 54307-1767
(920) 498-0400
Fax: (920) 498-8136

REGIONAL OFFICES:

2810 Jefferson Street
Wisconsin Rapids, WI 54495
(715) 421-0400
Fax: (715) 421-5442

1825 Dolphin Drive
Waukesha, WI 53186
(262) 436-0714
Fax: (262) 436-0713

N911 US 41, Suite B
Menominee, MI 49858
(906) 863-0040
Fax: (906) 863-0042

www.tweetgarot.com

February 8, 2016

Marty Kosobucki
City of De Pere
925 South Sixth Street
De Pere, WI 54115

RE: City Hall Trane RTU Hot Water Coil

Dear Marty:

Thank you for your interest in Tweet/Garot Mechanical, Inc. and allowing us to provide the following- Lump Sum pricing for the above noted project.

Trane RTU Hot Water Coil Replacement..... \$7,418.00

Our proposal includes:

- Demo existing failed Trane RTU hot water coil
- Install One (1) New Trane RTU hot water coil
- Crane Lift
- Piping materials
- Start up and check operation

Our proposal does not include:

1. Any and all Control work, upgrades, repair and/or replacement
2. Any and all Asbestos removal

This proposal reflects material pricing as of this date and is valid for 30 days.

Our standard payment terms are net 30 days. Interest will be charged on past due accounts at 1.5% per month.

Acceptance of any proposal will be based upon receipt of a signed copy of this proposal or a written purchase order. All purchases are subject to Tweet/Garot Contract Terms and Conditions (see attached). Work will not commence prior to receipt of written authorization as stated above.

Projects may be progress billed. Any applicable tax is not included in this proposal. If this project is tax-exempt, an exemption certificate must be submitted with your purchase order.

Thank you for the opportunity to submit this proposal. Please call (920) 498-7630 or e-mail dave.lemay@tweetgarot.com with any questions.

Sincerely,

TWEET/GAROT MECHANICAL, INC. – Green Bay

David Le May
Service Design Estimator

ACCEPTANCE OF PROPOSAL:

By: _____ Date: _____ P.O. No. _____

Attachment: City of De Pere City Hall Trane RTU Hot Water Coil Replacement (4422 : Approve repair to Roof Top Unit at City Hall.*)

CONTRACT TERMS AND CONDITIONS

1. **Asbestos and Hazardous Materials.** Unless specified in the scope of services, asbestos or other hazardous materials disturbance, removal or abatement is not provided for by the terms and conditions of this contract and in the event that asbestos or other hazardous material is encountered or disturbed in order to complete this project, it will be treated as extra work under Paragraph 10 of this Agreement. Tweet/Garot Mechanical, Inc. may require Owner to be responsible for the removal or abatement of asbestos or any other hazardous materials found on the job site before proceeding.
2. **Arbitration, Validity and Damages.** Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Claims within the monetary limit of the Small Claims Court shall be litigated in such court at the request of either party. Any claim filed in Small Claims Court shall not be deemed to be a waiver of the right to arbitrate, and if a counter-claim in excess of the jurisdiction of the Small Claims Court may be filed outside the Small Claims Court, then the party filing in the Small Claims Court may demand arbitration pursuant to this paragraph.

ANY DAMAGES FOR WHICH TWEET/GAROT MECHANICAL, INC. MAY BE LIABLE TO OWNER
SHALL NOT, IN ANY EVENT, EXCEED THE CASH PRICE OF THIS AGREEMENT.
3. **Reservation of Rights of Dispute.** In the event that Tweet/Garot Mechanical, Inc. is required, or deems it appropriate, to proceed with and complete any work which is the subject of a dispute between the Owner and Tweet/Garot Mechanical, Inc. as to whether such work should be classified as a "change" or as an "extra", Tweet/Garot Mechanical, Inc. may, if it deems it appropriate, but is not required to, proceed with such work, and therefore or contemporaneously, begin arbitration in accordance with the Construction Industry Rules of the American Arbitration Association, to determine whether such work is in fact a "change" or an "extra" without waiving any said rights, as well as determining the effect of the extra work.
4. **Attorney Fees.** In the event legal action or arbitration is instituted for the enforcement of any term or condition of this contract, the prevailing party shall be entitled to an award of reasonable attorney fees in said action or arbitration, in addition to the costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration.
5. **Removal of Debris.** Upon completion of work, Tweet/Garot Mechanical, Inc. agrees to remove all of its own debris and surplus materials from Owner's property and leave the property in a neat and clean condition. Tweet/Garot Mechanical, Inc. will not accept any charges for any pro-rated proportion of general clean-up of the premises, nor will it be responsible for the disposal of central scrap piles.
6. **Failure to Make Payments.** If the Owner fails to make the scheduled progress payments as defined in "Schedule of Payments" then Tweet/Garot Mechanical, Inc. has the absolute right to cease the performance of any further work until such time as payment is made. If said payment is more than ten(10) working days late, Tweet/Garot Mechanical, Inc. may treat said lateness as a material breach of this contract agreement and justifiably refuse to complete the balance of this contract. Tweet/Garot Mechanical, Inc. may then institute arbitration proceedings as described herein for any and all damages incurred including but not limited to lost profits.
7. **Items not the responsibility of Tweet/Garot Mechanical, Inc..** Unless specifically included in the scope of services, Tweet/Garot Mechanical, Inc. shall not be held responsible for any existing violations of applicable building regulations or ordinances, whether cited by the appropriate authority or not. Tweet/Garot Mechanical, Inc. is not responsible for any abnormal or unusual pre-existing conditions.
8. **Excusable Delays.** If Tweet/Garot Mechanical, Inc. is delayed in the performance of the work by conditions that could not be reasonably foreseen by Tweet/Garot Mechanical, Inc. or out of the reasonable control of Tweet/Garot

Mechanical, Inc., which include, but are not limited to actions taken by Owner, acts of God; fire; explosions or other casualty losses; terrorist acts; strikes, boycotts or other labor disputes; lockouts; hazardous material disturbance, abatement or removal; or acts of governmental bodies, then Owner shall grant Tweet/Garot Mechanical, Inc. a reasonable extension of time. If additional work or costs are required of, or incurred by Tweet/Garot Mechanical, Inc. as a result of the delay, then Tweet/Garot Mechanical, Inc. shall be entitled to compensation as called for in Paragraph 10.

9. **Safety and OSHA Requirements.** Tweet/Garot Mechanical, Inc. agrees to comply with all local, state and national laws, including without limitation, the provisions of the Accident and Safety Health Act of 1970 and the Construction Safety Act of 1969. Tweet/Garot Mechanical, Inc. is not responsible for any liability caused by the owner's noncompliance. Owner responsibility includes availability to Tweet/Garot Mechanical, Inc. personnel of all pertinent Material Safety Data Sheets (MSDS) or OSHA's Hazard Communication Regulations.
10. **Extra Work.** Tweet/Garot Mechanical, Inc. shall provide the labor and materials specified in the scope of services. Additional work not specified in the contract will be provided only upon written authorization of Owner. However, in the event that the parties cannot agree on the sum necessary to compensate Tweet/Garot Mechanical, Inc. for the extra work, then Tweet/Garot Mechanical, Inc. shall be paid its actual costs for the additional labor and materials as well as its normal overhead and profit. In the event that an emergency exists, then Tweet/Garot Mechanical, Inc. may proceed upon the verbal authorization of Owner or Owner's job superintendent and request written confirmation of the verbal authorization within 72 hours.
11. **Protection of Work.** To the extent noted herein, Tweet/Garot Mechanical, Inc. will protect its own work until completion and acceptance of the work. To allow Tweet/Garot Mechanical, Inc. to protect the work, Owner shall provide Tweet/Garot Mechanical, Inc. adequate storage space and security on the construction site. Once Tweet/Garot Mechanical, Inc.'s work is completed, then the Owner shall be responsible for the protection of the work as well as the entire project.

If Tweet/Garot Mechanical, Inc.'s work is damaged or destroyed as a result of actions beyond the reasonable control of Tweet/Garot Mechanical, Inc. or through the negligence of persons other than Tweet/Garot Mechanical, Inc., then Tweet/Garot Mechanical, Inc. shall repair and replace said damage or destroyed work but will do so only upon being compensated for same. Compensation shall be treated as extra work and the compensation shall be determined as provided in Paragraph 10.
12. **Concealed Conditions.** In the event that Tweet/Garot Mechanical, Inc. encounters rock, groundwater, underground construction utilities or other conditions unknown to Tweet/Garot Mechanical, Inc. and not reasonably foreseeable by Tweet/Garot Mechanical, Inc., then Tweet/Garot Mechanical, Inc. shall immediately stop work and call Owner's attention to such concealed conditions in writing. The contract terms will be equitably adjusted in writing.
13. **Insurance.** Tweet/Garot Mechanical, Inc. will carry workers compensation insurance to protect Tweet/Garot Mechanical, Inc.'s employees during the progress of the work. The Owner shall obtain and pay for insurance for injury to his own employees and persons not under the control of Tweet/Garot Mechanical, Inc..
14. **Indemnification.** The Owner shall indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from Owner use of the job site, or from the conduct of the Owner's business or from any activity, work or things done, permitted or suffered by Owner or others in or about the job site or elsewhere, and shall further indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from any breach or default in the performance of any obligations on the Owner's part to be performed under the terms of the contract agreement, or arising from any negligence of the Owner or any of the Owner's agents or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or any action or proceeding brought therein; and in case any action or proceeding be brought against Tweet/Garot Mechanical, Inc. by reason of any such claim. The Owner, upon notice from Tweet/Garot Mechanical, Inc., shall defend same at the Owner's expense by counsel satisfactory to Tweet/Garot Mechanical, Inc..