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 **February 14, 2012 AT 7:30 P.M.** in the **CITY HALL COUNCIL CHAMBERS, SECOND FLOOR OF DE PERE CITY HALL, 335 SOUTH BROADWAY STREET, DE PERE, WISCONSIN.**

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

AGENDA FOR SAID MEETING

1. Roll call.

2. Approval of the minutes of the January 10, 2012 regular meeting of the Finance/Personnel Committee.

3. Overtime report of the Fire Department for the month of January.

4. Overtime report of the Police Department for the month of January.

5. Overtime report of the Engineering Department for the month of January.

6. Review of Revolving Loan Fund documents with Blue Oval LLC dba Culvers.

7. Authorize payment to Green Bay Metropolitan Sewerage District, borrowing from General Fund Reserves and a payment schedule to repay the General Fund.

8. Consider lease agreement for police cars.

9. Consideration of a contract for services from TDS as a successor agreement to the current Time Warner contract that connects City Hall to Fire Station #2.

10. Consider disposal of surplus Fire Department equipment.

11. Consider request from the Fire Department to purchase Cardiac Training Monitors utilizing Act 102 funds.

12. Consider donation from A Better Tomorrow Wisconsin Community Outreach, Inc. to be placed in the Fire Department's donation account.

13. Investment results for the 4th quarter of 2011.

14. Public comment and announcements.

15. Future agenda items.

16. Grievances challenging Common Council mandated furloughs filed by Green Bay Fire Fighters Union Local 141 on behalf of the following fire fighters:

Ben Hermans	Carol Dalchow	Kurt Weyers
Todd Hendricks	Ed Balcer	Rich Annen
Ron Cody	Mike Wessley	Dan Hermans
Rick DeWeert	Joel Pansier	Al Matzke
Brett Janssen	Dan Gatz	Luke Reidi
Rod Deviley	Brian Thomson	Ben Cheslock
Greg Brown	Dan Young	Tom Hendricks

17. Grievance filed by Green Bay Firefighters Union Local 141 on behalf of Brett Jansen.

FOR AGENDA ITEMS 16 and 17, PLEASE TAKE NOTICE THAT, after the Committee has heard the grievance hearings, pursuant to Wis. Stats. §19.85(1)(a), the Committee may convene in closed session for deliberating concerning a case which was the subject of any judicial or quasi-judicial trial or hearing before the Committee.

The Committee may then reconvene in open session to announce any decision made by the Committee or for any other purpose authorized by law.

18. 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., February 13, 2012 so that arrangements can be made.

Agenda Sent To:
Alderpersons
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
Diane Mayer Culver's of Voyager Drive 2945 Voyager Drive Green Bay, WI 54311
Tom Nelson, Fire Department

DRAFT

Item #2

FINANCE/PERSONNEL COMMITTEE
CITY OF DE PERE, WISCONSIN – January 10, 2012

The Finance/Personnel Committee of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall, on Tuesday, January 10, 2012.

Mayor Michael Walsh called the meeting to order at 7:32 p.m. Roll call was taken and the following members were present: Alderpersons Michael Donovan, Kathleen Van Vonderen and Daniel Robinson. Alderperson Larry Lueck was excused. Also present: City Administrator Lawrence Delo, Human Resources Director Shannon Metzler, Fire Chief Robert Kiser, Police Chief Derek Beiderwieden, Planning & Economic Development Director Ken Pabich, Finance Director Joe Zegers, Health Director Mary Dorn and members of the public.

Alderperson Donovan moved, seconded by Alderperson Robinson, to approve the minutes of the December 13, 2011 meeting. Upon vote, the minutes were approved unanimously.

3. Overtime report of the Fire Department for the month of December 2011. Alderperson Robinson moved, seconded by Alderperson Van Vonderen, to approve the overtime report. Alderperson Van Vonderen questioned the increase in standbys and EMS Training. Chief Kiser explained standbys were due to an increase in calls and a run to Pulaski and training was due to continuing medical education training for paramedics and chart reviews. Upon discussion and vote, motion was approved unanimously.

4. Overtime report of the Police Department for the month of December 2011. Alderperson Van Vonderen moved, seconded by Alderperson Donovan, to approve the overtime report. Upon discussion and vote, motion was approved unanimously.

5. Overtime report of the Engineering Department for the month of December 2011. Alderperson Robinson moved, seconded by Mayor Walsh, to approve the overtime report. Upon discussion and vote, motion was approved unanimously.

6. Review offer to purchase Parcel WD-102-1 located on Grant Street. Planning & Economic Development Director Pabich provided an overview of the parcel and the offer and responded to Committee member questions. Upon discussion Mayor Walsh moved, seconded by Alderperson Robinson to authorize staff to negotiate a purchase price higher than $20,000 and to begin the rezoning process. Upon vote, motion was approved unanimously.

7. Consider Emergency Medical Services Agreement with the Village of Ashwaubenon. Chief Kiser provided an overview of the agreement and responded to Committee member questions. Upon discussion, Alderperson Robinson moved, seconded by Alderperson Donovan to approve the agreement. Upon vote, motion was approved unanimously.

8. 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.

9. Future Agenda Items. None.

10. Alderperson Van Vonderen moved, seconded by Alderperson Donovan to convene into closed session at 8:06 p.m. pursuant to Wis. Stats. §19.85(1)(e) to discuss the filling of the Public Health Sanitarian position vacancy and interim coverage for sanitarian services provided by Brown County Health Department. Upon roll call vote, motion carried unanimously.

DRAFT

Mayor Walsh moved, seconded by Alderperson Robinson to reconvene in open session at 8:19 p.m. pursuant to Wis. Stats. §§19.83 and 19.85(2). Upon roll call vote, motional carried unanimously.

Alderperson Robinson moved, seconded by Mayor Walsh to fill the vacant Public Health Sanitarian position and approve agreement for interim coverage with Brown County Health Department. Upon vote, motion was approved unanimously.

Upon motion by Mayor Walsh, seconded by Alderperson Van Vonderen, the Finance/Personnel Committee unanimously adjourned at 8:20 p.m.

Respectfully submitted,

Jennifer Dupont
Recording Secretary

Item #3

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

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
STANDBYS	347.25	362.25	458	305.25	275.5	345.75	455	354.5	363.5	378.25	428	391.5	4464.75
EMS TRAINING	283	92.25	84.75	159.25	36.5	4.75	0	0	140.25	89.75	53.75	160.25	1104.5
FIRE TRAINING	19.5	92.25	100.25	285.25	93.5	10.75	10.5	13.5	18	48.5	6.5	3	701.5
RESCUE CALLS	10	14.5	12.5	14.5	3.25	152.75	16.75	18	19	10.5	4.25	10.25	286.25
FIRE CALLS	6	0.75	0	0	0	0	0	0	0	0	1.5	34.5	42.75
OFFICER MTGS.	9	11.25	3	9	6.75	13	4.5	12	5	12	9	28.75	123.25
STAFFING REP.	210	118.5	202.5	0	3	0	144.5	0	18	132.75	132.5	4.5	966.25
MAINTENANCE	0	0	8	6	0	40.5	0	0	0	22.25	0	0	76.75
PUB. ED.	0	0	13.5	6	1.5	0	0	0	6.75	37.5	0.5	0	65.75
# FIRE RUNS	32	20	35	35	39	20	47	39	46	32	24	39	408
# of EMS RUNS	138	127	154	148	177	132	165	139	138	176	129	142	1765
TOTAL HRS.	884.75	691.75	882.5	785.25	420	567.5	631.25	398	570.5	731.5	636	632.75	7831.75

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2012

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
STANDBYS	75.25												75.25
EMS TRAINING	52.5												52.5
FIRE TRAINING	3												3
RESCUE CALLS	24.75												24.75
FIRE CALLS	32												32
OFFICER MTGS.	3												3
STAFFING REP.	75.75												75.75
MAINTENANCE	11.5												11.5
PUB. ED.	0												0
# FIRE RUNS	19												19
# of EMS RUNS	147												147
TOTAL HRS.	277.75	0	0	0	0	0	0	0	0	0	0	0	277.75

ANNUAL PERCENTAGE OF OVERTIME USED THROUGH 1/20/2012 5.6%

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

AREA	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
LEDGEVIEW	9.5												9.5
LAWRENCE	9												9
ALLOUEZ	0												0
ASHWAUBENON	0.5												0.5
CTY RESCUE	0												0
OTHER	0												0
TOTAL HRS.	19	0	0	0	0	0.0	0	0	0	0	0	0	19

DE PERE FIRE/RESCUE MONTHLY LOG 2012

RUN	DATE	TIME	AREA	TYPE	UNITS	ALS	BLS	DEST	MAG	MAR	STBY
1	1/1/2012	131	CD	M	A121		X	N			0
2	1/1/2012	738	CD	M	A111		X	N			0
3	1/1/2012	920	CD	M	A121		X	V			0
4	1/1/2012	1318	CD	M	A121		X	V			0
5	1/1/2012	1929	CD	M	A111		X	N			0
6	1/1/2012	2205	LE	M	A111		X	N			0
7	1/1/2012	2240	CD	M	A121,A111		X	A			0
8	1/2/2012	433	LA	M	A121		X	N			0
9	1/2/2012	1918	CD	M	A111		X	B			0
10	1/2/2012	1930	CD	M	A121	X		V			2
11	1/2/2012	2246	CD	M	A121		X	V			0
12	1/3/2012	904	LE	M	A111	X		B			0
13	1/3/2012	1040	CD	M	A111	X		B			0
14	1/3/2012	2339	LE	M	A111	X		M			0
15	1/3/2012	2348	CD	M	A121		X	N			0
16	1/4/2012	1120	CD	M	A121	X		M			0
17	1/4/2012	1301	CD	M	A121		X	N			0
18	1/4/2012	1423	CD	M	A111		X	B			0
19	1/5/2012	47	CD	M	A121		X	V			0
20	1/5/2012	427	CD	M	A121		X	V			0
21	1/5/2012	552	CD	M	A121,E121	X		V			0
22	1/5/2012	707	CD	M	A121	X		M			0
23	1/5/2012	933	CD	M	A121	X		A			0
24	1/5/2012	1516	LE	M	A111	X		V			0
25	1/5/2012	1621	CD	M	A121		X	A			0
26	1/5/2012	2323	LA	M	A121		X	N			0
27	1/6/2012	858	LE	M	A111,A121	X		V			1
28	1/6/2012	918	CD	M	E111		X	N		3	0
29	1/6/2012	1112	LA	M	A121	X		M			0
30	1/6/2012	1707	CD	M	A121		X	M			0
31	1/7/2012	1101	CD	M	A121	X		V			0
32	1/7/2012	1538	CD	F	E111,E121,L111,A121						0
33	1/7/2012	1910	CD	M	A121	X		B			0
34	1/8/2012	513	CD	M	A111		X	V			0
35	1/8/2012	1237	CD	M	A121	X		A			0
36	1/8/2012	1430	CD	F	E121						0
37	1/8/2012	1550	CD	F	E111						2
371	1/8/2012	1550	CD	M	A111		X	V			0
372	1/8/2012	1550	CD	M	A121		X	V			0
38	1/8/2012	2105	LA	M	A121	X		M			0

RUN	DATE	TIME	AREA	TYPE	UNITS	ALS	BLS	DEST	MAG	MAR	STBY
39	1/9/2012	308	LE	M	A111	X		B			0
40	1/9/2012	823	HO	F	L111,C101						0
41	1/9/2012	831	CD	M	A111	X		M			0
42	1/9/2012	1316	CD	M	A121		X	B			0
43	1/9/2012	1403	LA	M	A121		X	B			0
44	1/9/2012	1559	CD	M	A111	X		V			0
45	1/9/2012	1809	LA	M	A121		X	A			0
46	1/10/2012	36	LE	M	A111		X	B			0
47	1/10/2012	850	CD	F	E111,A111						0
47	1/10/2012	850	CD	M	A121	X		V			0
48	1/10/2012	845	CD	F	E111						0
49	1/10/2012	1430	CD	M	A111	X		B			0
50	1/10/2012	1608	CD	M	A111		X	V			0
51	1/11/2012	715	CD	M	A121		X	V			0
52	1/11/2012	1117	CD	M	A111	X		A			0
53	1/11/2012	2232	CD	M	A121	X		V			0
54	1/12/2012	847	CD	M	A121	X		V			0
55	1/12/2012	1157	CD	M	A121		X	N			0
56	1/12/2012	1330	CD	M	A121	X		A			0
57	1/12/2012	1859	CD	M	A121		X	V			0
58	1/13/2012	917	CD	M	A121,A111,A122	X		A			0
59	1/13/2012	923	LA	M	A111,C101	X		M			1
60	1/13/2012	1208	CD	M	A121,A111		X	A			0
61	1/13/2012	1321	CD	M	A121		X	A			0
62	1/13/2012	1336	BL	F	U111						0
63	1/13/2012	1719	LA	M	A121,A111	X		M			0
64	1/13/2012	2315	CD	M	A121,U111		X	M			0
65	1/14/2012	28	CD	M	A121,E121		X	V			0
66	1/14/2012	25	CD	M	A111	X		V			1
67	1/14/2012	212	CD	M	A121,U111	X		B			0
68	1/14/2012	849	CD	M	A121	X		V			0
69	1/14/2012	1007	AL	F	L111						0
70	1/14/2012	1555	CD	M	A111	X		B			0
71	1/14/2012	1607	CD	M	A121		X	N			0
72	1/12/2012	1617	CD	M	A121	X		V			0
73	1/14/2012	2050	CD	M	A121		X	V			
74	1/14/2012	2305	CD	M	A121		X	V			0
75	1/15/2012	139	CD	M	A121		X	A			0
76	1/15/2012	812	CD	M	A121		X	N			0
77	1/15/2012	915	CD	M	A111	X		V			0
78	1/15/2012	1827	CD	M	A121			B			0
79	1/15/2012	1948	CD	M	A121	X		B			0

RUN	DATE	TIME	AREA	TYPE	UNITS	ALS	BLS	DEST	MAG	MAR	STBY
80	1/15/2012	2225	LE	M	A111	X		V			0
81	1/16/2012	132	CD	M	A121	X		V			0
82	1/16/2012	542	CD	M	A121	X		B			0
83	1/16/2012	901	CD	F	E121,E111,L111,C102						0
84	1/17/2012	440	CD	M	A121		X	N			0
85	1/17/2012	959	CD	M	A121	X		M			0
86	1/17/2012	1024	CD	M	A111	X		A			2
87	1/17/2012	1107	LA	M	A121	X		B			1
88	1/17/2012	1236	LA	M	A121	X		V			0
89	1/18/2012	739	CD	F	E121,E111,A111						0
90	1/18/2012	1111	CD	F	E121						0
91	1/18/2012	1117	CD	M	A111		X	A			2
92	1/18/2012	2033	LA	M	A121		X	N			0
93	1/18/2012	2038	ASH	M	A111		X	V			0
94	1/19/2012	2212	CD	M	A121		X	B			0
95	1/20/2012	1019	CD	M	A121		X	V			0
96	1/20/2012	1146	CD	M	A111,A121	X		N			0
97	1/20/2012	2248	LE	M	A111	X		V			0
98	1/21/2012	125	LE	M	A111		X	V			0
99	1/21/2012	139	LA	M	A121	X		V			2
100	1/21/2012	226	LE	M	A111	X		V			0
101	1/21/2012	333	CD	M	A111		X	B			0
102	1/21/2012	758	CD	M	A121	X		A			0
103	1/21/2012	1016	LA	M	A121		X	B			0
104	1/21/2012	0	CD	F	E121,L121,C101,C102,						7
105	1/21/2012	1522	CD	M	A111		X	V			0
106	1/21/2012	2147	CD	M	A111	X		V			0
107	1/22/2012	440	LE	M	A111	X		V			0
108	1/22/2012	532	CD	M	A111		X	B			0
109	1/22/2012	734	CD	M	A121	X		B			0
110	1/22/2012	809	CD	M	A111		X	V			2
111	1/22/2012	936	CD	M	A121		X	V			0
112	1/22/2012	1331	LA	M	A121	X		B			0
113	1/22/2012	1403	LE	M	A111	X		M			2
114	1/22/2012	1526	CD	M	A121	X		V			0
115	1/22/2012	1703	CD	M	A121		X	N			0
116	1/22/2012	2100	CD	F	E121,A121,E111,L111						0
117	1/22/2012	2140	CD	M	A121		X	V			0
118	1/22/2012	326	CD	M	A121,A111	X		N			0
1192	1/23/2012	554	LE	M	A111,A121		X	N			3
1191	1/23/2012	554	LE	M	A111,A121	X		V			0
119	1/23/2012	554	LE	F	E111						2

RUN	DATE	TIME	AREA	TYPE	UNITS	ALS	BLS	DEST	MAG	MAR	STBY
120	1/23/2012	622	CD	M	A121	X		A			0
121	1/23/2012	1057	CD	F	E111						0
122	1/23/2012	1248	CD	M	A111		X	A			0
123	1/23/2012	1429	CD	M	A121	X		V			0
124	1/24/2012	642	LE	M	A111	X		V			0
125	1/24/2012	1132	CD	M	A111		X	V			0
126	1/24/2012	1550	CD	M	A111	X		B			0
127	1/24/2012	1815	CD	F	E111,E121,L111						0
128	1/24/2012	2124	CD	M	A111		X	V			0
129	1/24/2012	2351	CD	M	A121		X	N			0
130	1/25/2012	807	CD	M	A111		X	N			0
1311	1/25/2012	1017	LA	M	A111,A121	X		M			0
131	1/25/2012	1017	LA	F	E111						0
132	1/25/2012	1028	CD	M	NONE			N		3	0
133	1/25/2012	1331	CD	M	A121, A111, E111	X		N			
134	1/25/2012	1420	LE	M	A111	X		V			0
135	1/25/2012	1539	LE	M	A111		X	A			0
136	1/26/2012	630	LA	M	A121	X		V			0
1371	1/26/2012	1215	CD	M	A111		X	V			0
1372	1/26/2012	1215	CD	M	A111		X	N			0
138	1/26/2012	1319	CD	M	A121	X		V			0
139	1/26/2012	1344	CD	M	A111		X	V			0
140	1/26/2012	1714	CD	M	A111	X		B			0
141	1/26/2012	1726	CD	M	A121	X		B			1
142	1/27/2012	43	CD	M	A111,A121	X		V			1
143	1/27/2012	131	CD	M	A121	X		B			0
144	1/27/2012	137	CD	M	NONE			N		3	0
145	1/27/2012	1722	CD	M	A111	X		V			0
146	1/27/2012	1829	CD	M	A121		X	B			0
147	1/27/2012	1928	LE	M	A111	X		B			0
148	1/28/2012	47	CD	M	A121	X		V			0
149	1/29/2012	617	LA	M	A121	X		B			0
150	1/29/2012	839	CD	M	A111	X		V			0
151	1/29/2012	1528	CD	M	A121		X	V			0
152	1/29/2012	1818	CD	M	A121		X	V			0
153	1/29/2012	1834	CD	M	A111	X		A			2
154	1/30/2012	633	LA	M	A121	X		M			0
155	1/30/2012	1718	CD	F	E111						0
156	1/30/2012	1900	CD	M	A111			B			0
157	1/31/2012	1117	CD	F	21,C102,E111,A121,L1						0
158	1/31/2012	1453	CD	M	A121	X		A			0
159	1/31/2012	1858	CD	M	A121		X	N			0

RUN	DATE	TIME	AREA	TYPE	UNITS	ALS	BLS	DEST	MAG	MAR	STBY
166				166		75	68	147	0	3	34

DE PERE FIRE/RESCUE				
OVERTIME REPORT				
MONTH OF JANUARY, 2012				
PERSONNEL	DATE	ACTUAL HOURS	O.T. HOURS	REASON
DALCHOW	2-Jan	1.00	3.00	EMS STANDBY
PANSIER	2-Jan	1.00	3.00	EMS STANDBY
CHESLOCK	3-Jan	1.00	1.50	OFFICERS MEETING
BALCER	3-Jan	1.00	1.50	OFFICERS MEETING
WITT	6-Jan	1.50	3.00	EMS STANDBY
CODY	8-Jan	0.33	0.50	WORK OVER EMS
HENDRICKS, TM.	8-Jan	1.00	3.00	EMS STANDBY
WITT	8-Jan	1.25	3.00	EMS STANDBY
BALCER	13-Jan	1.50	3.00	EMS STANDBY
BALCER	14-Jan	1.00	3.00	EMS STANDBY
WESSLEY	16-Jan	0.50	0.75	WORK OVER EMS
BROWN	16-Jan	1.00	1.50	WORK OVER EMS
HERMANS, B.	16-Jan	0.50	0.75	WORK OVER EMS
PUETZ	17-Jan	1.75	3.00	EMS STANDBY
DALCHOW	17-Jan	1.00	3.00	EMS STANDBY
WITT	17-Jan	1.25	3.00	EMS STANDBY
WEYERS	18-Jan	2.00	3.00	EMS TRAINING
PANSIER	18-Jan	1.00	3.00	FIRE STANDBY
BALCER	18-Jan	1.00	3.00	EMS STANDBY
BALCER	18-Jan	2.00	3.00	FIRE TRAINING
PANSIER	18-Jan	2.00	3.00	MAINTENANCE
PANSIER	19-Jan	0.67	1.00	MAINTENANCE
PANSIER	21-Jan	1.00	3.00	EMS STANDBY
BALCER	21-Jan	2.00	3.00	EMS STANDBY
CHESLOCK	21-Jan	4.00	6.00	WORK OVER FIRE
ANNEN	21-Jan	4.33	6.50	WORK OVER FIRE
BALCER	21-Jan	4.33	6.50	WORK OVER FIRE
DEVILEY	21-Jan	4.33	6.50	WORK OVER FIRE
NELSON	21-Jan	4.33	6.50	WORK OVER FIRE
ANNEN	21-Jan	12.00	18.00	STAFFING REPLACEMENT
WITT	21-Jan	12.00	18.00	STAFFING REPLACEMENT
BROWN	21-Jan	3.00	4.50	MAINTENANCE
WEYERS	22-Jan	0.33	0.50	WORK OVER EMS
BALCER	22-Jan	1.00	3.00	EMS STANDBY
PANSIER	22-Jan	1.00	3.00	EMS STANDBY
GATZ	22-Jan	1.00	3.00	EMS STANDBY
PANSIER	22-Jan	1.00	3.00	EMS STANDBY
BROWN	23-Jan	2.00	3.00	MAINTENANCE
CODY	23-Jan	1.50	3.00	EMS STANDBY
BALCER	23-Jan	2.17	3.25	EMS STANDBY
HENDRICKS, TM.	23-Jan	1.00	1.50	WORK OVER EMS
CHESLOCK	23-Jan	1.00	1.50	WORK OVER EMS
HENDRICKS, TD.	23-Jan	1.00	3.00	EMS STANDBY
NELSON	23-Jan	1.00	1.50	WORK OVER EMS

TEWS	23-Jan	0.33	0.50	WORK OVER EMS
THOMSON	23-Jan	0.33	0.50	WORK OVER EMS
PUETZ	23-Jan	0.50	0.75	WORK OVER EMS
WITT	23-Jan	1.33	2.00	WORK OVER EMS
YOUNG	23-Jan	1.33	2.00	WORK OVER EMS
RIEDI	24-Jan	1.00	1.50	WORK OVER EMS
CODY	24-Jan	1.00	1.50	WORK OVER EMS
NELSON	24-Jan	3.00	4.50	PARAMEDIC CME
DALCHOW	24-Jan	3.00	4.50	PARAMEDIC CME
GATZ	24-Jan	3.00	4.50	PARAMEDIC CME
PUETZ	24-Jan	3.00	4.50	PARAMEDIC CME
BROWN	25-Jan	3.00	4.50	PARAMEDIC CME
HENDRICKS, TM.	25-Jan	3.00	4.50	PARAMEDIC CME
YOUNG	25-Jan	3.00	4.50	PARAMEDIC CME
JANSEN	25-Jan	3.00	4.50	PARAMEDIC CME
PANSIER	26-Jan	3.00	4.50	PARAMEDIC CME
WEYERS	26-Jan	3.00	4.50	PARAMEDIC CME
CODY	26-Jan	3.00	4.50	PARAMEDIC CME
GATZ	26-Jan	1.00	1.50	WORK OVER EMS
HERMANS, D.	26-Jan	1.00	1.50	WORK OVER EMS
RIEDI	26-Jan	1.00	1.50	WORK OVER EMS
DALCHOW	26-Jan	12.00	18.00	STAFFING REPLACEMENT
WEYERS	26-Jan	12.00	18.00	STAFFING REPLACEMENT
PANSIER	26-Jan	2.50	3.75	STAFFING REPLACEMENT
WITT	26-Jan	1.25	3.00	EMS STANDBY
WITT	27-Jan	1.75	3.00	EMS STANDBY
PANSIER	29-Jan	1.00	3.00	EMS STANDBY
DALCHOW	29-Jan	1.00	3.00	EMS STANDBY
PUETZ	30-Jan	1.33	2.00	WORK OVER EMS
WITT	30-Jan	0.67	1.00	WORK OVER EMS
TOTAL		165.89	277.75	

DE PERE FIRE RESCUE REPORT
FOR THE MONTH OF JANUARY 2012

RUN LOCATION	CITY OF DE PERE		TOWN OF LEDGEVIEW		TOWN OF LAWRENCE		MUTUAL AID RESPONSES		TOTALS	
	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD
TOTAL RUNS	109	109	19	19	18	18	1	1	147	147
RUNS TRANSPORTED	89	89	17	17	15	15	1	1	122	122
ALS RUNS	49	49	14	14	12	12	0	0	75	75
%ALS OF RUNS TRANS.	55%	55%	82%	82%	80%	80%	0%	0%	61%	61%
%ALS/ALL RUNS	45%	45%	74%	74%	67%	67%	0%	0%	51%	51%

RUN DESTINATION

	MONTH	YTD
AURORA	19	19
BELLIN	30	30
ST. MARYS	14	14
ST. VINCENT	59	59
NO TRANSPORT	25	25
TOTAL	147	147

TOTALS ARE CORRECT

MUTUAL AID GIVEN

RUN #	***AGENCY***	***TYPE***
93	ASHWAUBENON	FULL SQD.

MUTUAL AID RECEIVED

RUN #	***AGENCY***	***TYPE***
28	ASHWAUBENON	FULL SQD.
132	ALLOUEZ	FULL SQD.
144	ALLOUEZ	FULL SQD.

DE PERE FIRE RESCUE
MONTHLY REPORT

JANUARY, 2012

	CITY OF DE PERE	TOWN OF LAWRENCE	TOWN OF LEDGEVIEW	MUTUAL AID	TOTAL RESPONSES
FIRE INCIDENTS (other)	10	1	1	1	13
ACTUAL FIRE INCIDENTS	1	0	0	2	3
EXTRICATION	0	0	0	0	0
RESCUE CALLS	109	18	19	1	147
PUBLIC SERVICE	3	0	0	0	3
TOTALS	123	19	20	4	166

ESTIMATED TOTAL FIRE LOSS FOR MONTH $290,250

NUMBER OF FF'S ON DUTY	PER DAY
9 FF'S ON DUTY	2
8 FF'S ON DUTY	11
7 FF'S ON DUTY	12
6 FF'S ON DUTY	6

NUMBER OF PARAMEDICS ON DUTY	PER DAY
3 PARAMEDICS ON DUTY	1
4 PARAMEDICS ON DUTY	2
5 PARAMEDICS ON DUTY	20
6 PARAMEDICS ON DUTY	8

RESPONSE BY UNITS	
ENGINE 111	16
ENGINE 121	11
ENGINE 122	0
LADDER 111	7
AMBULANCE 111	67
AMBULANCE 121	95
AMBULANCE 122	1
CHIEF 101	3
CHIEF 102	3
UTILITY 111	3
BOAT	0
TOTAL	206

JANUARY, 2012

*OVERTIME CAUSED BY SICK LEAVE

DATE	HOURS SICK LEAVE	OVERTIME
1-21	24**	36
1-26	48**	36
TOTAL		

*Overtime generated when staffing levels fall below minimum, as a result of sick leave.
**These days also had staffing on furlough for 24 hours.

MORE THAN 3 STAND BYS CALLED IN

CALL NO.	NO. ON DUTY	STANDBYS CALLED	GOT	REASON
12-59	6	4	1	2 calls at same time
12-66	6	4	1	2 calls at same time
12-72	6	4	0	2 calls at same time
12-119	7	4	3	2 vehicle accident
12-138	6	4	0	2 calls at same time
12-141	6	4	1	2 calls at same time
12-142	8	4	1	CCR (continuous cardiac resuscitation)
12-143	8	4	0	2 calls at same time

Fire Department, City of De Pere, WI

Jim's Standby Activity Report

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

Date:	Activity Code	Activities Performed	Total Hrs	Pct Hrs
01/02/2012	2-1 Called 2, got 1	Inventory Replenishment	01:00	3.21 %
01/02/2012	2-1 Called 2, got 1	Station Decontamination	01:00	3.21 %
01/06/2012	2-1 Called 2, got 1	Emergency Response	00:46	2.47 %
01/08/2012	3-2 Called 3, got 2	Inventory Replenishment	02:09	6.94 %
01/13/2012	4-1 Called 4, got 1	Equipment	01:12	3.85 %
01/14/2012	4-1 Called 4, got 1	Equipment	01:10	3.76 %
01/17/2012	3-2 Called 3, got 2	Station Decontamination	04:00	12.86 %
01/17/2012	1-1 Called 1, got 1	Station Decontamination	02:00	6.43 %
01/18/2012	2-2 Called 2, got 2	Station Decontamination	02:00	6.43 %
01/21/2012	2-2 Called 2, got 2	Equipment	01:10	3.79 %
01/21/2012	2-2 Called 2, got 2	Station Decontamination	01:10	3.79 %
01/22/2012	2-2 Called 2, got 2	Equipment Checks	02:00	6.43 %
01/22/2012	2-2 Called 2, got 2	Inventory Replenishment	02:00	6.43 %
01/23/2012	4-3 Called 4, got 3	Inventory Replenishment	01:00	3.21 %
01/23/2012	4-3 Called 4, got 3	Equipment Checks	02:10	7.01 %
01/23/2012	4-3 Called 4, got 3	Emergency Response	01:00	3.21 %
01/26/2012	4-1 Called 4, got 1	Inventory Replenishment	01:00	3.21 %
01/27/2012	4-1 Called 4, got 1	Emergency Response	01:45	5.62 %
01/29/2012	2-2 Called 2, got 2	Equipment	01:15	4.02 %
01/29/2012	2-2 Called 2, got 2	Station Decontamination	01:15	4.02 %
		25	31:05	

Fire Department, City of De Pere, WI

Jim's No Standby's Responded Report

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

Activity Code	Number of Incidents	Total Hrs	Pct Hrs
4-0 Called 4, got 0	3	03:10	38.31%
4-1 Called 4, got 1	4	05:07	61.68%
	7	**08:18**	

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												111.00
OFFICER WORKED ON HOLIDAY	169.75												169.75
OFFICER FOR COURT	15.00												15.00
OFFICER TRAINING	31.00												31.00
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING													0.00
STAFFING LEVEL	133.50												133.50
INVESTIGATION	142.25												142.25
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	31.50												31.50
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED													0.00
MISCELLANEOUS	5.75												5.75
MISCELLANEOUS REIMBURSED	72.75												72.75
Gross OFFICER OVERTIME	712.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	712.50
SUBTOTAL REIMBURSED OVERTIME	(104.25)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(104.25)
NET OFFICER OVERTIME	608.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	608.25
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	**$3,669.00**
Percent of Total Budget:	**2.82%**

NOTES:

* Period 12/24/2011 - 2/4/2012
**Period
***Period
+Period
++Period
^Period
#Period
##Period
^^Period
^^^Period
*+Period
*+*Period

Item #4

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2011

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	24.00	72.00	269.50	24.00	54.75	72.75	17.25	67.00	58.50	51.75	9.75	163.50	884.75
OFFICER WORKED ON HOLIDAY	154.50	12.00	15.00	35.50	5.00	92.50	72.00	10.75	123.00	4.00	56.75	4.00	585.00
OFFICER FOR COURT	12.75	9.00	21.00	15.75	43.50	4.75	31.50	12.75	6.00	31.50	15.00	9.00	212.50
OFFICER TRAINING	13.50	88.50	178.00	47.75	97.25	99.00	12.25	104.50	222.00	163.75	64.25	26.75	1117.50
OFFICER RELIEF FOR FUNERAL			5.25										5.25
OFFICER ATTEND MEETING		1.50	1.50	17.50	15.00			6.00					41.50
STAFFING LEVEL	146.25	133.00	168.00	45.00	35.50	66.25	228.25	155.25	144.75	374.50	161.00	57.00	1714.75
INVESTIGATION	79.50	61.50	137.75	57.25	41.75	67.75	66.75	104.00	79.75	73.50	50.75	105.75	926.00
HONOR GUARD FOR FUNERAL					16.00		3.00						19.00
SCHOOL LIAISON REIMBURSED	14.25	19.50	84.00	31.50	45.00	29.75	1.50	42.25	49.50	55.75	26.25	15.00	414.25
COMMUNITY RELATIONS									4.50				4.50
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		11.25	4.50	9.00	8.00	292.50	3.00	9.00	15.00	28.50	15.00	7.50	403.25
MISCELLANEOUS	12.25	24.75	87.75	1.50	1.75	5.75	2.75	2.75	16.00	13.75	14.25	4.50	187.75
MISCELLANEOUS REIMBURSED		12.00	61.75	25.75	29.50	50.50	24.75	28.25	37.50	21.00	29.50	30.75	351.25
Gross OFFICER OVERTIME	457.00	445.00	1034.00	310.50	393.00	781.50	463.00	542.50	756.50	818.00	442.50	423.75	6867.25
SUBTOTAL REIMBURSED OVERTIME	(14.25)	(42.75)	(150.25)	(66.25)	(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 POLICE DEPARTMENT
OVERTIME BY REASON
2010

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	24.00	36.00	71.25	41.75	43.50	42.00	52.50	48.00	90.25	36.00	54.00	76.50	615.75
OFFICER WORKED ON HOLIDAY	93.50	12.00	37.50	8.00	12.00	87.75	56.50	4.00	109.00	8.00	67.75	31.00	527.00
OFFICER FOR COURT	20.25	6.00	27.00	9.00	15.00	7.50	18.00	21.00	32.25	9.00	15.00	24.00	204.00
OFFICER TRAINING	42.50	26.25	88.25	205.25	87.00	64.00	18.50	23.50	144.00	118.50	42.00	49.25	909.00
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	10.50	20.00	19.50	12.00	3.50	6.00	13.50		0.75	12.00	21.00	6.00	124.75
STAFFING LEVEL	135.00	149.75	259.00	218.50	344.25	339.25	251.00	487.00	204.00	118.75	228.25	68.25	2803.00
INVESTIGATION	77.75	87.25	157.75	161.50	111.00	70.75	106.75	143.00	104.50	123.00	63.25	123.75	1330.25
HONOR GUARD FOR FUNERAL					9.75								9.75
SCHOOL LIAISON REIMBURSED	24.75	30.75	102.00	26.25	18.75	44.25		13.50	64.25	42.75	22.50	10.50	400.25
COMMUNITY RELATIONS			3.50			0.00		6.00		1.50			11.00
SPECIAL ASSIGNMENT		11.25	13.50	18.50	12.00	273.50		16.50	24.75	22.00			392.00
SPECIAL ASSIGNMENT REIMBURSED												13.50	13.50
MISCELLANEOUS	5.25	7.25	21.50	44.25	7.25	19.00	2.25	78.50	33.25	19.50	6.75	3.75	248.50
MISCELLANEOUS REIMBURSED													0.00
OFFICER TOTAL OVERTIME	433.50	386.50	800.75	745.00	664.00	954.00	519.00	841.00	807.00	511.00	520.50	406.50	7588.75
SECRETARY TOTAL OVERTIME	0.00	0.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.75
TOTAL OVERTIME	**433.50**	**387.25**	**800.75**	**745.00**	**664.00**	**954.00**	**519.00**	**841.00**	**807.00**	**511.00**	**520.50**	**406.50**	**7589.50**

NOTES:

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

Item #5

DE PERE ENGINEERING DEPARTMENT
MONTHLY OVERTIME REPORT
January 2012

EMPLOYEE	DATE	OT HOURS	REASON
Lax, Scott			
Total Lax		**0.00**	
Krzewina, Bob			
Total Krzewina		**0.00**	
Simons, Dan			
Total Simons		**0.00**	
Stansfield. Tom			
Total Stansfield		**0.00**	
SUB-TOTAL ENG		**0.00**	
PART-TIME ENG.			
SUB-TOTAL PART-TIME		**0.00**	
Grand Total O.T. For December		**0.00**	
Year-to-Date % of Budget		**0.00%**	
Grand Total of Reimbursable O.T. (hrs.)		**0.00**	
Year to Date % of Budget Not Including Reimbursable O.T.		**0.00**	

* Cost reimbursable to City

2008 ENGINEERING DEPARTMENT OVERTIME

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

2009 ENGINEERING DEPARTMENT OVERTIME

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

2010 ENGINEERING DEPARTMENT OVERTIME

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

2011 ENGINEERING DEPARTMENT OVERTIME

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

2012 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reimbursable OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**

Item #6

CITY OF DE PERE

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

February 12, 2012

To: Finance Committee

From: Ken Pabich, Director of Planning and Economic Development

RE: Revolving Loan Fund (RLF) Loan for Blue Oval, LLC (Culver's)

In October of 2011, the Common Council approved negotiating the terms and developing agreements for a loan with Blue Oval LLC (dba Culver's). The following loan structure is proposed:

- Loan Amount: $250,000 working capital loan
- Term: 7 year term. Interest is 3%.
- Jobs: 11 full time employees, with 20 full time equivalents
- Primary Loan: Investors Community Bank
- SBA Loan: Wisconsin Business Development
- Collateral: Mortgage on 2945 Voyager 3rd equity position (5th entity position)
  Personal guarantees from the ownership group

Please note the following:

1. The loan documents from Investors and SBA are not finalized. Before closing, the City will ensure that the final loan numbers do not affect the overall position of the City.
2. The building appraises as a value of $1,800,000 which shows sufficient security in property for the City's $250,000.
3. Brown County RLF Board also approved a loan for this project. It is not listed above since the collateral is not tied to the 2945 Voyager property.

The following loan documents have been completed:

1. Loan Agreement: Outlines the terms and requirements as part of the RLF program.
2. Personal Guarantees from ownership group.
3. Mortgage on Parcel 21-147-4
4. Promissory Note: Working Capital of $250,000

Recommendation

Staff would recommend approval of the agreements by the Finance Committee.

LOAN AGREEMENT

THIS AGREEMENT, made and entered into this ______ day of __________________, 2012, by and between the City of De Pere, Wisconsin, a municipal corporation, ("City"), and Blue Oval LLC, a Wisconsin Limited Liability Company ("Borrower") and SoikMayer, LLC, a Wisconsin Limited Liability Company ("SoikMayer").

WHEREAS, Borrower is constructing a restaurant establishment located at 1499 Lawrence Drive, (Parcel WD-D0011-4), De Pere, Wisconsin; and

WHEREAS, Borrower has requested a loan under the City's Economic Development Revolving Loan Program in the amount of Two Hundred Fifty Thousand Dollars ($250,000.00) to assist Borrower with working capital during business startup; and

WHEREAS, as a direct result of the restaurant being constructed in De Pere, the City will be benefited by, among other things, the addition of steady employment and decrease in unemployment within the City, relocation of an existing business, and the betterment of the City's environment and economy; and

WHEREAS, the Common Council has approved lending such amount to Borrower subject to Finance/Personnel Committee approval of the terms of such loan and the loan documents therefor;

WHEREAS, the Finance/Personnel Committee has approved the disbursement of such loan upon the terms, conditions and requirements of this Loan Agreement.

NOW, THEREFORE, in consideration of the premises above and the covenants and undertakings expressed herein, the City, Borrower and SoikMayer agree as follows:

I. **The Loan**.

1. The City hereby agrees to lend Borrower an initial principal amount not to exceed Two Hundred Fifty Thousand Dollars ($250,000). The purpose of the loan is to provide Borrower with working capital. The loan will be evidenced by a Promissory Note as set forth in Paragraph 4 below.

2. The Promissory Note and terms of repayment thereof shall be subject to all other terms and conditions as set forth in this Agreement. The debt obligation of Borrower under this Loan Agreement and its Promissory Note are direct obligations of the Borrower. As additional security for this loan, Conroy J. Soik, Mary L. Soik, John F. Mayer and Dianne L. Mayer shall each execute a legally binding Personal Guarantee of Specific Transaction in the amount of the loan. Copies of such Personal Guarantee of Specific Transaction are attached hereto and incorporated by reference as collective Exhibit A.

3. As additional security for this Loan, SoikMayer shall execute a mortgage in favor of the City against property it owns at 2945 Voyager Drive, Green Bay, Wisconsin. It is understood that such Mortgage shall be a subordinate to mortgages given to Investors Community Bank (1) Document #2312714 recorded May 11, 2007; (2) Document # __________. recorded __________; and (3) Document #_____________, recorded ____________ and mortgage given to U.S. Small Business Administration via assignment from Wisconsin Business Development Finance Corporation, as recorded in the Brown County Register of Deeds Office on January 24, 2012 as Document #2556912. A copy of such City mortgage is attached as Exhibit B.

4. As final security, Borrower shall execute and deliver to the City a Promissory Note under the terms specified herein, a copy of which is attached hereto and incorporated by

reference as Exhibit C. Such Promissory Note shall be for a seven (7) year term, with payments amortized over seven (7) years. The interest shall be three (3%) percent per annum. Borrower unconditionally agrees to repay the loan, together with any interest thereon, in the amounts and at the times specified in accordance with the terms of this Loan Agreement and the Promissory Note. Payment of principal and interest shall commence 30 days after Borrower's first draw of funds. All repayments shall be made by electronic funds transfer directly to a financial institution designated by the City.

II. **Project Description**. Borrower shall use the funds as provided herein and for no other purpose.

III. **Disbursement of Loan Funds**. Borrower will use its own funds on hand and funds borrowed from a private lender totaling at least $250,000 to help finance the business construction and startup. Such funds shall be used as "match funds" required by the City's Economic Development Revolving Loan Program Policies and Procedures Manual (Revised 8/21/07). The City shall distribute the loan funds as provided herein only upon receipt of documentation of the expenditure of such required "matching funds". In order to receive such disbursement, Borrower shall submit a disbursement request in writing at least one (1) week prior to the proposed draw date, together with such documentation as the City may require to demonstrate the maintenance of the required matching fund ratio. For ease of administration, City prefers one draw be made by Borrower in the full amount of the loan.

IV. **Employment.** Borrower shall create and/or retain at least 11 full-time positions and 20 full-time equivalent positions from the date of execution of this Loan Agreement to a date 18 months from such execution. Of these positions, at least 6 full-time and 11 full-time equivalent positions will be for low or moderate income individuals. For purposes of this

Agreement, "low and moderate income individuals" shall be as defined in the Economic Development Program, Wisconsin Department Fund Manual of November 1995.

V. **Covenants and Agreements of Blue Oval, LLC.**

In order to induce the making of this loan, Borrower represents, covenants, and agrees as follows:

A. The loan proceeds under this Agreement shall be spent and used only for those purposes provided herein.

B. During the period between the execution of this Loan Agreement and a date 18 months from the execution of such Agreement, at least 51% or more of the positions created will be occupied by low and moderate income individuals. These positions shall be maintained for a minimum of 12 months.

C. Borrower will not place any additional encumbrance of any kind on the real estate or improvements therein except as otherwise allowed by this Agreement.

D. Borrower will retain its operations in the City of De Pere, Wisconsin.

E. Borrower shall not make any loans to any officers, employees, relatives, or other corporate entities during the term of this loan which will affect or create an indebtedness upon the assets used as security hereof without first notifying and gaining the written approval of the City, which approval will not be unreasonably withheld.

F. Borrower will maintain adequate theft, fire, business continuation and casualty insurance on any and all assets utilized in the business operation.

VI. **Records.** Borrower will maintain those records which are necessary to enable the City to determine whether the performance of Borrower complies with the terms of this Agreement. Those records shall, at a minimum, include bills, invoices and checks for payments made to effectuate the business relocation contemplated by this Agreement, annual financial statements, and annual personal financial statements annually from the guarantors. The City shall have access to all records pertinent to this Agreement for purposes of examination and transcription during normal working hours. The City shall require quarterly performance reports from Borrower concerning employment compliance with this Agreement commencing with the execution of this Agreement. Borrower agrees to provide the City with any and all information reasonably required by the City for such reports.

VII. **Failure to Create Jobs.** Borrower and the City recognize that on the date of the signing of this Agreement, conventional private sector financing for the working capital at the rate offered by the City under this Loan Agreement was not available. For that reason, in consideration of the agreement of the City to extend $250,000 through its Revolving Loan Program to Borrower, Borrower has agreed to create and/or maintain the full-time equivalent jobs as provided above. Borrower acknowledges and understands that the primary objective to this loan is to supply Borrower with funds necessary to accomplish a business location in De Pere. The parties further recognize that the proceeds of the loan, which are contemplated by this Agreement to be an amount of $250,000, are made upon the terms which are acknowledged by Borrower to be favorable and beneficial to Borrower and that such terms have been offered by the City in order that the respective objectives set forth in this paragraph may be achieved. Based on these understandings and agreements, Borrower agrees that it will pay a penalty in the amount of Three Thousand Dollars ($3,000) per full time equivalent job if it fails or neglects to create or maintain as specified in Paragraph IV, above. Borrower also agrees it will pay, as a penalty, the amount of Three Thousand Dollars ($3,000) for any of the positions required to be filled by low or moderate income persons which Borrower fails or neglects to hire or retain. The City shall determine and report to Borrower on or before 12 months or the last quarterly report concerning compliance with this provision. The total amount of any penalty shall be determined by the City and communicated to Borrower in writing on or before a date 30 months from the date of execution of this Agreement and shall be paid in full on the date of the next required monthly payment.

In the event that Borrower is unable to create or retain employment as a result of economic decline in Borrower's business or as a result of damage to Borrower's facilities caused by accidental destruction of some or all of the premises by forces majuer or otherwise, Borrower may submit evidence or documentation of the existence of such facts and request, in writing, that the penalty provisions set forth above be waived or deferred for a reasonable period by the City. Should Borrower, using sound business judgment, determine it necessary to terminate the employment of any required person occupying a position created under this agreement, the City shall not penalize Borrower for such action if Borrower demonstrates that is has used reasonable efforts to hire a replacement for said employee. The City, in exercise of its sound discretion, may agree to waive or defer penalty, and such agreement shall not be unreasonably withheld if the evidence and documentation submitted is sufficient to establish the existence of conditions beyond the reasonable control of Borrower.

VIII. Nondiscrimination. Except as provided and permitted by law, Borrower agrees it shall comply with the provisions of Wis. Stats. §111.31 regarding non-discrimination in employment.

IX. **Default.** The following provisions describe default of this Loan Agreement:

A. Default Other than for Payment of Principal or Interest. In the event that Borrower fails to comply with any term or provision contained in this Loan Agreement, or the Promissory Note, other than failure to make payment of principal or interest due, the City will notify Borrower, in writing, of the default, the action required to cure the default, and a date not less than 60 days from the date of notice on which such action as may be required must be performed. In the event that Borrower does not carry out such action as required by the City by the date specified in the notice, Borrower shall be in default. In the event of default, all sums due and owing the City under the Promissory Note, including the full unpaid balance and all accrued interest and penalties thereon, shall, at the option of the City, become immediately due and payable without notice or demand.

B. Upon Failure to Pay Principal or Interest. In the event that Borrower fails to make any payment on principal or interest or late payment penalty when due and the default continues for more than 30 days, all sums due and owing the City under this Agreement, including the full unpaid balance and any unpaid accrued interest, shall, at the option of the City, become immediately due and payable without notice or demand. A late payment penalty in the amount of 3% percent of any portion of the monthly payment which is more than 15 days overdue from the due date may be assessed and payable on the 16th day after the applicable monthly payment is due.

C. Representations by Borrower. In the event that any representations made by Borrower to induce the City to extend credit hereunder (under this Loan Agreement or otherwise) are false in any material respect when made or in the event that Borrower ceases to exist, becomes insolvent, or is the subject of bankruptcy or other insolvency proceedings, or has a judgment entered against it or any subsidiary and said judgment remains unsatisfied, unbonded, or unstayed for a period of 60 days after entry thereof, Borrower shall be deemed and considered to be in default and, at the option of the City, all unpaid principal and all unpaid accrued interest shall be immediately due and payable without notice or demand.

D. Removal of Operation from City of De Pere. In the event that Borrower fails to retain its operation in the City of De Pere or, in the opinion of the City, substantially reduces that operation, the Loan Agreement shall be deemed in default and the interest during the entire period of the loan, including disbursement period, shall be retroactively determined at 10% per annum. All payments previously made shall be retroactively adjusted between principal and interest using the retroactive interest rate of 10% per annum amortized over the term of the note and then determined outstanding principal and accrued interest shall become immediately due and payable without notice or demand.

E. Default on Other Obligations. Should Borrower default on any financial obligations hereunder, at the option of the City, all sums due and owing the City under the note or notes, including the full unpaid balance and all unpaid accrued interest, shall become immediately due and payable without demand or notice.

F. Failure to Create and/or Retain Jobs as Identified Above. In this Loan Agreement, failure to create and/or retain jobs, as identified above, is not considered a default, but is to be specifically penalized as provided herein.

X. **Law Governing**. The laws of the State of Wisconsin shall govern this Loan Agreement, and Promissory Note issued hereunder.

XI. **Counterparts.** This Loan Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto are on the same instrument.

XII. **Severability.** If any provision of this Loan Agreement shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperable or unenforceable in any other case or circumstances or of rendering any other provision or any provisions contained herein invalid, inoperable, or unenforceable to any extent whatsoever. The invalidity of one or more phrases, sentences, clauses, or sections contained in this Loan Agreement shall not affect the remaining portion of this Loan Agreement or any part thereof.

XIII. **Termination.** Upon full and final payment of the Promissory Note, this Loan Agreement shall terminate and the City shall cause the Promissory Note to be canceled and delivered to Borrower. The City shall also cause liens and to be discharged of record.

XIV. **Notices.** Whenever written notices are required under this Agreement, such notices shall be deemed received when mailed by certified mail to either of the following addresses:

If to Borrower:	If to City:
Blue Oval, LLC Attn: Mary Soik 3459 Oak Hill Road Junction City, WI 54443	City of De Pere Attn: City Administrator 335 S. Broadway Street De Pere, WI 54115

XV. **Amendments.** Amendments to this Agreement must be in writing and executed by both parties.

(Reminder of page intentionally left blank)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

CITY OF DE PERE
By:

Michael J. Walsh, Mayor	Charlene M. Peterson, Clerk-Treasurer

BLUE OVAL, LLC
By:

Conroy J. Soik, Member	Mary L. Soik, Member
John F. Mayer, Member	Dianne L. Mayer, Member

SOIKMAYER, LLC
By:

Conroy J. Soik, Member	Mary L. Soik, Member
John F. Mayer, Member	Dianne L. Mayer, Member

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
(Conroy J. Soik)

1. GUARANTEE. For value received, and to induce the City of De Pere (Lender) to extend credit to Blue Oval, LLC, a Wisconsin Limited Liability Company, (Debtor), Conroy J. Soik (hereinafter "the undersigned") guarantees payment of and promises to pay or cause to be paid to Lender, when due, or to the extent not prohibited by law, at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, the note or agreement payable to Lender dated ____________________, 2012, executed by Debtor in the principal amount of Two Hundred Fifty Thousand Dollars ($250,000), plus interest charges and fees as provided for in the Promissory Note, Loan Agreement, and any extensions, renewals, and deferrals of it, and also including the amount of any payments made to Lender on behalf of Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Debtor.

2. REPRESENTATIONS. The undersigned acknowledges and agree that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Debtor. The undersigned has independently determined the collectability and enforceability of the

obligations and, until the obligations are paid in full, will independently, and without reliance on Lender, continue to make such determinations.

3. PERSONS BOUND. This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assigns.

Dated in De Pere, Brown County, Wisconsin, this ____ day of ____________, 2012.

____
Conroy J. Soik
3450 Oak Hill Road
Junction City, WI 54443

STATE OF WISCONSIN)
)
COUNTY OF BROWN)

Personally came before me this ____ day of _______, 2012, the above named Conroy J. Soik to be known to be the person who executed the foregoing instrument and acknowledged the same.

____
Notary Public:

My commission expires: ______________

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PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
(Mary L. Soik)

1. GUARANTEE. For value received, and to induce the City of De Pere (Lender) to extend credit to Blue Oval, LLC, a Wisconsin Limited Liability Company, (Debtor), Mary L. Soik (hereinafter "the undersigned") guarantees payment of and promises to pay or cause to be paid to Lender, when due, or to the extent not prohibited by law, at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, the note or agreement payable to Lender dated ____________________, 2012, executed by Debtor in the principal amount of Two Hundred Fifty Thousand Dollars ($250,000), plus interest charges and fees as provided for in the Promissory Note, Loan Agreement, and any extensions, renewals, and deferrals of it, and also including the amount of any payments made to Lender on behalf of Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Debtor.

2. REPRESENTATIONS. The undersigned acknowledges and agree that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Debtor. The undersigned has independently determined the collectability and enforceability of the

obligations and, until the obligations are paid in full, will independently, and without reliance on Lender, continue to make such determinations.

3. PERSONS BOUND. This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assigns.

Dated in De Pere, Brown County, Wisconsin, this ____ day of ____________, 2012.

____
Mary L. Soik
3450 Oak Hill Road
Junction City, WI 54443

STATE OF WISCONSIN)
)
COUNTY OF BROWN)

Personally came before me this ____ day of ________, 2012, the above named Mary L. Soik to be known to be the person who executed the foregoing instrument and acknowledged the same.

____
Notary Public:

My commission expires: _______________

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PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
(John F. Mayer)

1. GUARANTEE. For value received, and to induce the City of De Pere (Lender) to extend credit to Blue Oval, LLC, a Wisconsin Limited Liability Company, (Debtor), John F. Mayer (hereinafter "the undersigned") guarantees payment of and promises to pay or cause to be paid to Lender, when due, or to the extent not prohibited by law, at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, the note or agreement payable to Lender dated ____________________, 2012, executed by Debtor in the principal amount of Two Hundred Fifty Thousand Dollars ($250,000), plus interest charges and fees as provided for in the Promissory Note, Loan Agreement, and any extensions, renewals, and deferrals of it, and also including the amount of any payments made to Lender on behalf of Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Debtor.

2. REPRESENTATIONS. The undersigned acknowledges and agree that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Debtor. The undersigned has independently determined the collectability and enforceability of the

obligations and, until the obligations are paid in full, will independently, and without reliance on Lender, continue to make such determinations.

3. PERSONS BOUND. This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assigns.

Dated in De Pere, Brown County, Wisconsin, this ____ day of ____________, 2012.

____
John F. Mayer
104 Carrie Lane
Manitowoc, WI 54220

STATE OF WISCONSIN)
)
COUNTY OF BROWN)

Personally came before me this ____ day of _______, 2012, the above named John F. Mayer to be known to be the person who executed the foregoing instrument and acknowledged the same.

____
Notary Public:

My commission expires: _______________

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PERSONAL GUARANTEE OF SPECIFIC TRANSACTION
(Dianne L. Mayer)

1. GUARANTEE. For value received, and to induce the City of De Pere (Lender) to extend credit to Blue Oval, LLC, a Wisconsin Limited Liability Company, (Debtor), Dianne L. Mayer (hereinafter "the undersigned") guarantees payment of and promises to pay or cause to be paid to Lender, when due, or to the extent not prohibited by law, at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, the note or agreement payable to Lender dated ______________________, 2012, executed by Debtor in the principal amount of Two Hundred Fifty Thousand Dollars ($250,000), plus interest charges and fees as provided for in the Promissory Note, Loan Agreement, and any extensions, renewals, and deferrals of it, and also including the amount of any payments made to Lender on behalf of Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Debtor.

2. REPRESENTATIONS. The undersigned acknowledges and agree that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the undersigned for, and has no duty to provide information to the undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Debtor. The undersigned has independently determined the collectability and enforceability of the

obligations and, until the obligations are paid in full, will independently, and without reliance on Lender, continue to make such determinations.

3. PERSONS BOUND. This guarantee benefits the Lender, its successors and assigns, and binds the undersigned, his respective heirs, personal representatives, and assigns.

Dated in De Pere, Brown County, Wisconsin, this ____ day of ____________, 2012.

____
Dianne L. Mayer
104 Carrie Lane
Manitowoc, WI 54220

STATE OF WISCONSIN)
)
COUNTY OF BROWN)

Personally came before me this ____ day of _______, 2012, the above named Diane L. Mayer to be known to be the person who executed the foregoing instrument and acknowledged the same.

____
Notary Public:

My commission expires: _______________

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State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number | Document Name

SoikMayer, LLC, a Wisconsin limited liability company ________________

("Mortgagor," whether one or more) mortgages to the City of De Pere, a Wisconsin municipal corporation, its successors or assigns ("Mortgagee," whether one or more), to secure payment of $250,000.00 evidenced by a note or notes, or other obligation ("Obligation") dated ________________, executed by Blue Oval, LLC, a Wisconsin limited liability company ________________, to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Brown County, State of Wisconsin ("Property"):

Recording Area

Name and Return Address
Judith Schmidt-Lehman
City Attorney
City of De Pere
335 South Broadway Street
De Pere, WI 54115

21-147-4
Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

This is not a purchase money mortgage.
(is) (is not)

Lot 4, Volume 33 Certified Survey Map 118, Brown County Map No. 5092, said map being part of NE ¼ of NW ¼, part of the NW ¼ of the NE ¼, and all of the vacated right-of-way of Superior Road lying South of East Mason Street, Sec 10 T23N R21E, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

1. **MORTGAGOR'S COVENANTS.**

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:
(1) Mortgage given to Investors Community Bank, recorded 5/10/07 in the Brown County Register of Deeds office as Document #2312714; (2) Mortgage given to U.S. Small Business Administration via assignment from Wisconsin Business Development Finance Corporation, recorded 1/24/2012 in the Brown Register of Deeds office as Document #2556912; (3) Mortgage given to Investors Community Bank, recorded _______ in the Brown County Register of Deeds office as Document #_________; and (4) Mortgage given to Investors Community Bank, recorded _________ in the Brown County Register of Deeds office as Document #____________.

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

SCONSIN

Exhibit B

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS**. Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES**. Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE**. Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES**. In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY**. Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER**. Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER**. Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS**. In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER**. Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS**. Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats, as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION**. Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES**. To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

☐ A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.

☐ B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have allof the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are ____________________
____;
(6) the state of organization and the organizational identification number of the debtor (if applicable) are __________
____; and
(7) the address of the secured party is ____
____.

13. **SINGULAR; PLURAL**. As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY**. The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY**. In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT**. Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated ______________________________.

______________________________(SEAL)
*Mary L. Soik, Member

______________________________(SEAL)
*Conroy J. Soik, Member

______________________________(SEAL)
*Dianne L. Mayer, Member

______________________________(SEAL)
* John F. Mayer, Member

AUTHENTICATION

Signature(s) ______________________________

____

authenticated on ______________________________.

____

* ______________________________

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, ______________________________
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

____

____

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
______________________ COUNTY)

Personally came before me on ______________________,
the above-named ______________________________

____
to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

____

* ______________________________

Notary Public, State of Wisconsin
My Commission (is permanent) (expires:______________)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

MORTGAGE STATE BAR OF WISCONSIN FORM NO. 21-2003

* Type name below signatures.

PROMISSORY NOTE

$250,000

Date:
De Pere, Wisconsin

FOR VALUE RECEIVED on this date, the undersigned Maker promises to pay to the order of the City of De Pere at 335 South Broadway Street, De Pere, Wisconsin, or at such other location as may be designated in writing from time to time, the principal sum of Two Hundred Fifty Thousand Dollars ($250,000), together with interest, at the times and in the amounts hereinafter set forth.

PAYMENTS OF PRINCIPAL AND INTEREST

This Note shall be of a duration of seven (7) years. Payments of principal plus interest shall be amortized on a seven (7) year basis with equal monthly installments over the seven (7) year period. This note shall bear interest at a rate of three (3%) percent per annum for the term of this note.

Repayment shall commence thirty (30) days after the Maker first draws on the fund. The schedule of payments of principal and interest are as provided on the attached Exhibit 1.

RIGHT TO PREPAY

This Note may be prepaid, in whole or in part, at any time without penalty for repayment at the option of Maker.

DEFAULT

This note shall not be deemed in default as to payment of principal until the expiration of thirty (30) days after written notice to Maker, during which thirty (30) day period Maker shall be allowed to cure the default. If notice is given and Maker fails to cure the default within said thirty (30) day period, the principal balance, together with interest as provided above, shall at once become due and payable without further notice.

SECURITY

As security for this Note, Maker has entered into a Loan Agreement. Such loan is further secured through a Mortgage given by SoikMayer, LLC upon the business property located at 2945 Voyager Drive, Green Bay, Wisconsin. Additionally, such loan is secured through Personal Guarantees of Specific Transactions executed by Conroy J. Soik, Mary L. Soik, John F. Mayer and Dianne L. Mayer.

INDEMNITY

Maker and any guarantor agree to pay all costs of collection before and after judgment, including reasonable attorney fees (including those incurred in successful defense or settlement of any counterclaim brought by Maker incident to any action or proceeding involving Maker brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand, and notice of dishonor. Maker agrees to indemnify and hold harmless Lender, its officers, employees, and agents from and against any and all claims, damages, judgments, penalties, and expenses, including reasonable attorney fees, arising directly or indirectly from the credit extended under this Note or the activities of Maker. This indemnity shall survive payment of this Note.

CONSTRUCTION

This Note and all its terms shall be construed in accordance with the laws of the State of Wisconsin.

BINDING EFFECT

This Promissory Note is binding not only upon maker, but also their respective heirs, executors, successors, administrators, or assigns.

Signed this ______ day of ________________, 2012.

BLUE OVAL, LLC
By:

______________________________	______________________________
Conroy J. Soik, Member	John F. Mayer, Member
______________________________	______________________________
Mary L. Soik, Member	Dianne L. Mayer, Member

H:\jdupont\Economic Development Loans\2012\Promissory Note - Blue Oval.doc

Monthly Amortization Schedule

Amount of Note:	250,000
Number of Months:	84
Interest Rate:	3.00%
Calculated Payment:	$3,303.33

Payment Number	Interest	Principal	Total Payment	Balance
				$250,000.00
1	$625.00	$2,678.33	$3,303.33	$247,321.67
2	$618.30	$2,685.02	$3,303.33	$244,636.65
3	$611.59	$2,691.73	$3,303.33	$241,944.92
4	$604.86	$2,698.46	$3,303.33	$239,246.46
5	$598.12	$2,705.21	$3,303.33	$236,541.25
6	$591.35	$2,711.97	$3,303.33	$233,829.28
7	$584.57	$2,718.75	$3,303.33	$231,110.53
8	$577.78	$2,725.55	$3,303.33	$228,384.98
9	$570.96	$2,732.36	$3,303.33	$225,652.61
10	$564.13	$2,739.19	$3,303.33	$222,913.42
11	$557.28	$2,746.04	$3,303.33	$220,167.38
12	$550.42	$2,752.91	$3,303.33	$217,414.47
13	$543.54	$2,759.79	$3,303.33	$214,654.68
14	$536.64	$2,766.69	$3,303.33	$211,888.00
15	$529.72	$2,773.61	$3,303.33	$209,114.39
16	$522.79	$2,780.54	$3,303.33	$206,333.85
17	$515.83	$2,787.49	$3,303.33	$203,546.36
18	$508.87	$2,794.46	$3,303.33	$200,751.90
19	$501.88	$2,801.45	$3,303.33	$197,950.46
20	$494.88	$2,808.45	$3,303.33	$195,142.01
21	$487.86	$2,815.47	$3,303.33	$192,326.54
22	$480.82	$2,822.51	$3,303.33	$189,504.03
23	$473.76	$2,829.56	$3,303.33	$186,674.46
24	$466.69	$2,836.64	$3,303.33	$183,837.83
25	$459.59	$2,843.73	$3,303.33	$180,994.09
26	$452.49	$2,850.84	$3,303.33	$178,143.26
27	$445.36	$2,857.97	$3,303.33	$175,285.29
28	$438.21	$2,865.11	$3,303.33	$172,420.18
29	$431.05	$2,872.27	$3,303.33	$169,547.90
30	$423.87	$2,879.46	$3,303.33	$166,668.45
31	$416.67	$2,886.65	$3,303.33	$163,781.79
32	$409.45	$2,893.87	$3,303.33	$160,887.92
33	$402.22	$2,901.11	$3,303.33	$157,986.82
34	$394.97	$2,908.36	$3,303.33	$155,078.46
35	$387.70	$2,915.63	$3,303.33	$152,162.83
36	$380.41	$2,922.92	$3,303.33	$149,239.91
37	$373.10	$2,930.23	$3,303.33	$146,309.69
38	$365.77	$2,937.55	$3,303.33	$143,372.14
39	$358.43	$2,944.89	$3,303.33	$140,427.24
40	$351.07	$2,952.26	$3,303.33	$137,474.98

Exhibit 1

Payment Number	Interest	Principal	Total Payment	Balance
41	$343.69	$2,959.64	$3,303.33	$134,515.35
42	$336.29	$2,967.04	$3,303.33	$131,548.31
43	$328.87	$2,974.45	$3,303.33	$128,573.86
44	$321.43	$2,981.89	$3,303.33	$125,591.97
45	$313.98	$2,989.35	$3,303.33	$122,602.62
46	$306.51	$2,996.82	$3,303.33	$119,605.80
47	$299.01	$3,004.31	$3,303.33	$116,601.49
48	$291.50	$3,011.82	$3,303.33	$113,589.67
49	$283.97	$3,019.35	$3,303.33	$110,570.32
50	$276.43	$3,026.90	$3,303.33	$107,543.42
51	$268.86	$3,034.47	$3,303.33	$104,508.95
52	$261.27	$3,042.05	$3,303.33	$101,466.90
53	$253.67	$3,049.66	$3,303.33	$98,417.24
54	$246.04	$3,057.28	$3,303.33	$95,359.96
55	$238.40	$3,064.93	$3,303.33	$92,295.04
56	$230.74	$3,072.59	$3,303.33	$89,222.45
57	$223.06	$3,080.27	$3,303.33	$86,142.18
58	$215.36	$3,087.97	$3,303.33	$83,054.21
59	$207.64	$3,095.69	$3,303.33	$79,958.52
60	$199.90	$3,103.43	$3,303.33	$76,855.09
61	$192.14	$3,111.19	$3,303.33	$73,743.91
62	$184.36	$3,118.97	$3,303.33	$70,624.94
63	$176.56	$3,126.76	$3,303.33	$67,498.18
64	$168.75	$3,134.58	$3,303.33	$64,363.60
65	$160.91	$3,142.42	$3,303.33	$61,221.18
66	$153.05	$3,150.27	$3,303.33	$58,070.91
67	$145.18	$3,158.15	$3,303.33	$54,912.76
68	$137.28	$3,166.04	$3,303.33	$51,746.72
69	$129.37	$3,173.96	$3,303.33	$48,572.76
70	$121.43	$3,181.89	$3,303.33	$45,390.87
71	$113.48	$3,189.85	$3,303.33	$42,201.02
72	$105.50	$3,197.82	$3,303.33	$39,003.20
73	$97.51	$3,205.82	$3,303.33	$35,797.38
74	$89.49	$3,213.83	$3,303.33	$32,583.55
75	$81.46	$3,221.87	$3,303.33	$29,361.68
76	$73.40	$3,229.92	$3,303.33	$26,131.76
77	$65.33	$3,238.00	$3,303.33	$22,893.77
78	$57.23	$3,246.09	$3,303.33	$19,647.68
79	$49.12	$3,254.21	$3,303.33	$16,393.47
80	$40.98	$3,262.34	$3,303.33	$13,131.13
81	$32.83	$3,270.50	$3,303.33	$9,860.63
82	$24.65	$3,278.67	$3,303.33	$6,581.96
83	$16.45	$3,286.87	$3,303.33	$3,295.09
84	$8.24	$3,295.09	$3,303.33	($0.00)
Totals	$27,479.30	$250,000.00	$277,479.30	

Item #7

To:	Mayor Michael J. Walsh Lawrence Delo, City Administrator Finance/Personnel Committee Members
From:	Joe Zegers, Finance Director
RE:	GBMSD Invoice for De Pere Share of Ashwaubenon Creek and 9th Street Interceptor Rehabilitation
Date:	February 7, 2012

I have attached the invoice from the Green Bay Metropolitan Sewerage District (GBMSD) for the City of De Pere's share of the Ashwaubenon Creek and 9th Street Interceptor Rehabilitation. The GBMSD's bill is for $841,505 which they have offered a 20 year repayment schedule at 4% or payment in full on February 23rd, 2012. I am recommending that the City use the present cash balance in the Wastewater Treatment Plant Utility Fund of $315,534 and borrow the remainder of $525,971 internally from the General Fund at 4% to be repaid by December 31st, 2015. The Wastewater Treatment Plant Utility Fund receives $160,485 annually from the GBMSD from 2008 which continues until 2027 as a result of the sales agreement to the GBMSD on December 31, 2007. As you can see from the attached worksheet, the City would charge the Wastewater Treatment Plant Utility Fund interest for the years 2012-2015 which represents the years that fund would have a deficit cash balance. The cash balance in that fund would then be positive for years subsequent to 2015. Please feel free to contact me prior to the meeting should you have any questions on this matter.

GBMSD Long-Term Receivable Activity
2008-2027

The GBMSD payment is $160,485/yr for 20 years for a total of $3,209,700.

	Cash Balance	Interest Charged at 4%
Beginning Balance-01-01-08	**(326,406)**	
2008	160,485	
Subtotal 12/31/08	**(165,921)**	
2009	160,485	
Subtotal 12/31/09	**(5,436)**	
2010	160,485	
Subtotal 12/31/10	**155,049**	
2011	160,485	
Subtotal 12/31/11	**315,534**	
Payment to GBMSD	(841,505)	
2012	160,485	
Interest	(21,039)	21,039
Subtotal 12/31/12	**(386,525)**	
Interest	(15,461)	15,461
2013	160,485	
Subtotal 12/31/13	**(241,501)**	
Interest	(9,660)	9,660
2014	160,485	
Subtotal 12/31/14	**(90,676)**	
Interest	(3,627)	3,627
2015	160,485	
Subtotal 12/31/15	**66,182**	
2016	160,485	
Subtotal 12/31/16	**226,667**	
2017	160,485	
Subtotal 12/31/17	**387,152**	
2018	160,485	
Subtotal 12/31/18	**547,637**	
2019	160,485	
Subtotal 12/31/19	**708,122**	
2020	160,485	
Subtotal 12/31/20	**868,607**	
2021	160,485	
Subtotal 12/31/21	**1,029,092**	
2022	160,485	
Subtotal 12/31/22	**1,189,577**	
2023	160,485	
Subtotal 12/31/23	**1,350,062**	
2024	160,485	
Subtotal 12/31/24	**1,510,547**	
2025	160,485	
Subtotal 12/31/25	**1,671,032**	
2026	160,485	
Subtotal 12/31/26	**1,831,517**	
2027	160,485	
Subtotal 12/31/27	**1,992,002**	

GBMSD is requesting $821,782 plus approx interest of $19,723 in a 12/11 invoice.

Recommendation:

The City should pay the invoice from this account and the general fund should charge this fund interest at the end of any year there is deficit at 4%.

Green Bay Metropolitan Sewerage District
2231N. Quincy Street
Green Bay, Wisconsin 54302

Invoice No. 1

Bill To: Revised Invoice Date: 12/22/2011

City of De Pere
State of Wisconsin
De Pere , WI

Project no. 07-504

Rehabilitation Costs for Ashwaubenon Creek and Ninth Street Interceptor - De Pere Cost Share $ 841,505.00

12/22/2011

GBMSD Project Manager - Mike Pierner's Approval Date

Please remit payment to:

Wells Fargo Bank
Account Name Checking
Account No. 500008273
ABA No. 12100248

or

Green Bay Metropolitan Sewerage District
2231 North Quincy Street
Green Bay, WI 54302
Phone: 920-438-1051
Fax: 920-438-3051

Green Bay Metropolitan Sewerage District

Revised 12/22/2011

07-504 Rehabilitation Costs for Ashwaubenon Creek and Ninth Street Interceptors	$ 5,286,648	
December 28, 2007 and February 15, 2008 - De Pere Checks for Reserves Funds to be used on repairs of interceptor	$ 3,741,118	
Balance of Rehabilitation Costs to be share by GBMSD & De Pere	$ 1,545,531	
De Pere Share (Southern Interceptor System Rehabilitation - Completed Summary)	$ 821,782	
Others Charges		
Interim Financing - City of De Pere Interceptor Rehabilitation Cost Shares	$ 19,723	* Reference Detail
Total De Pere Outstanding Cost	$ 841,505	

Interim Financing - City of De Pere Interceptor Rehabilitation Cost Shares

	GBMSD Loan Source	Loan Rate
4198-29 Phase 2 Interceptor Rehabilitation	$ 3,421,382	2.400%
Interim Financing - One Year of $821,782		$ 19,723 *

Prepared by: M. Diaz

Southern Interceptor System Rehabilitation - Completed

Interceptor System Segment	Total Allocation	GBMSD Allocation		DePere Allocation		Application of Reserve Funds			Cost Share Split		
Ashwaubenon Creek Interceptor [1]	Capacity (cfs)	Capacity (cfs)	Percent	Capacity (cfs)	Percent	Cost of Rehab $	Percent of Rehab $	Applied Reserve $	Balance of Rehab $	GBMSD Cost Share	De Pere Cost Share
Segment 7	61.53	45.78	74.40%	15.75	25.60%	$1,749,648	33.10%	$1,238,144	$511,502	$380,572	$130,931
Segment 6	42.91	27.16	63.30%	15.75	36.70%	$820,396	15.52%	$580,556	$239,840	$151,807	$88,032
Ninth Street Interceptor [1]											
36" Glory Road to Scheuring Road	20.75	5.00	24.10%	15.75	75.90%	$2,716,608	51.39%	$1,922,418	$794,190	$191,371	$602,819
			Reserve Fund Rehabilitation			$5,286,650		$3,741,118	$1,545,532		
						Cost Shares After Application of Reserves				$723,750	$821,782

Note

1. Reserve funds of $3,741,118 to be applied to repairs on the Ashwaubenon Creek and Ninth Street Interceptors per section 8.9 of Annexation and Consolidation Agreement of August 29, 2007.

Item #8 **ORIGINAL**

CITY OF DE PERE MEMORANDUM
POLICE DEPARTMENT

To: Finance and Personnel Committee

From: Derek A. Beiderwieden, Chief of Police

Date: January 30, 2012

Subject: Approval for application of Police Vehicle Lease

Attached is the Municipal Financial Lease application from Ford Motor Credit (FMC) for the leasing of the new police patrol vehicles. The lease will be for the four patrol vehicle approved in the 2012 budget. The lease is for two years with full ownership by the City of De Pere at the end of the lease according to the terms. The formal agreement (contract) will be forthcoming when this application is approved.

The municipal lease is essentially a short term loan, but the payment structure is a little different. The 2-year municipal lease requires an initial payment of about one third of the amount borrowed, then two more payments at the beginning of each subsequent year. Interest is only charged on the remaining two thirds of the lease (the amount actually borrowed). The ownership of the leased vehicles transfers to the City of De Pere when the city pays one dollar for each vehicle after the final payment.

I am requesting the Mayor, or I be authorized to sign the application. If there are any questions about this lease arrangement, please contact me at 339-4075. Thank you.

FORD CREDIT

Transmittal Sheet

Date:	January 27, 2012
To:	Dale Haagen
In Reference To:	City of DePere
Fax Number:	(920) 339-4088
Email:	dhaagen@mail.de-pere.org
Subject:	Award for City of DePere
From:	James DeYonke
Our Fax Numbers:	(313) 390-3783
Our Telephone No.:	(800) 241-4199, option 1

Transmitting 4 pages, including coversheet

Attachments:

1. Letter stating credit approval requirements
2. Lease/Purchase Financing Proposal for City of DePere
3. Municipal Finance Application

FORD CREDIT

Municipal Finance Department
1 American Road, MD7500
Dearborn, Michigan 48126

January 27, 2012

Dale Haagen
City of DePere
Police Department
325 South Broadway
DePere, WI 54115

Subject: Lease/Purchase Financing for City of DePere, WI Schedule No. 7798504

Dear Dale Haagen,

Thank you for awarding Ewald's Chevrolet/Buick/Dodge with the bid to acquire the equipment shown on the attached proposal. We have been advised that this equipment will be acquired using Lease/Purchase Financing arranged by Ford Credit.

In order for us to process the Lease/Purchase documents, please fax or email the following items that are required for credit review and approval.

- Most recent audited financial statements for City of DePere.
- Completed Municipal Finance Application (attached).
- A copy of your S-211Tax-Exempt Certificate.
- Copy of Board Resolution or Meeting Minutes showing proof of appropriation

Also, please forward the original signed Municipal Finance Application by mail to Ford Credit, Attn: Municipal Finance, 1 American Road-MD 7500, Dearborn, MI 48126.

If you have any questions concerning this Lease/Purchase financing, please contact me at (800) 241-4199, choose option 1.

Sincerely,

James DeYonke

James DeYonke
Marketing Coordinator
jdeyonke@ford.com
fax: (313) 390-3783

Lease/Purchase Financing Proposal
City of DePere, Schedule: 7798504

Term in Months:	24
Payment Timing:	Annual in Advance
Payment Amount:	$41,664.21
Underwriting Fee:	$425.00, Financed
Payment Factor:	0.516791
Total Amount Financed:	$80,621.00
Annual Percentage Rate (APR):	6.95%

APR and payment factor are applicable to the total amount financed between $75,000 - $149,999.

The delivery of equipment, all required documentation and first payment must be received by Ford Credit by 03/31/2012. After this date rates and payments are subject to change.

Equipment Description	Qty.	Est. Delivery Date	Equip. Cost
2012 Chevrolet Impala	4	03/31/2012	$80,196.00

Total equipment cost after DOWN/TRADE $0.00: $80,196.00

The above financing proposal has been provided by Ford Credit, for submission to City of DePere. This proposal is for financing only and is subject to:

- The proposal is subject to credit review, credit approval and mutually acceptable documentation.
- Confirmation from dealer of actual selling price.
- No material adverse change in the financial condition of City of DePere, prior to funding.
- No change in Federal or applicable state or local tax, regulations, case law, rulings, or other interpretations by the Internal Revenue Service that would affect adversely any Federal, State, or local tax benefit assumed in determining the above proposal.
- Copy of the most recent audited financial statements for City of DePere.
- Completed Municipal Finance Application.
- Receipt of Tax Exempt Certificate, if applicable.
- Copy of Board Resolution or Meeting Minutes showing proof of appropriation

Ford Motor Credit Company
Municipal Finance Application Schedule #7798504
January 27, 2012

1. Complete Legal Name of Municipality ("Lessee") CITY OF DEPERE
2. 9 Digit Federal ID Number 39 - 6005431
3. Department Using Vehicle/Equipment POLICE DEPARTMENT
4. County BROWN
5. Street Address, City, State & Zip 325 S. BROADWAY DEPERE, WI 54115
6. Billing Address (if different from above) 335 S. BROADWAY DE PERE, WI 54115
7. Accounts Payable Contact Person JENNY TOBISON

   Accounts Payable Phone Number (920) 339-4050
8. How will Vehicle/Equipment be used POLICE VEHICLE
9. How many units currently perform this function 18
10. Does this equipment replace pervious equipment ✓ Yes, previous equipment purchased in 2010

    ______ No, reason for new equipment ______

11. Self Insured: No ☑ Yes ☐ General Liability Coverage Limits: $ 3,000,000

    General liability coverage limit in the amount of $1,000,000 is required or the State max, if lower.

    Name & Phone # of Insurance Provider Wausau Business Insurance Co. No. (800) 435-4401

    P.O. Box 8017 Wausau, WI 54402-8017
12. Will the proposed payments come from the General Fund ✓ Yes

    ______ No, please list fund ______

    What is the Fund Balance $ 4406001 as of December 31, 2010
13. What is your Fiscal Year-End 12 - 31 - 2010

    PLEASE SEND A COPY OF YOUR MOST RECENT AUDITED FINANICAL STATEMENTS
14. Have the funds been appropriated for the current year ✓ Yes ______ No

    PLEASE ATTACH A COPY OF THE BOARD RESOLUTION OR MEETING MINUTES
15. Do you plan on issuing more than $10 million in tax exempt debt during the current fiscal year ______ Yes ✓ No
16. Attorney's Name and Telephone No. JUDITH SCHMIDT-LEHMAN No. 920-339-4042

CERTIFICATION

I, the undersigned, certify that:

1. Lessee has followed all required purchasing procedures regarding the award of the proposed contract.
2. Lessee has the requisite authority to execute, deliver and perform its obligations under the proposed contract.
3. The execution, delivery and performance by Lessee of the proposed contract have been duly authorized by all necessary actions on its behalf.

THE SIGNATURE LINE BELOW IS TO BE SIGNED BY A PERSON AUTHORIZED BY THE GOVERNING BODY TO EXECUTE THE PROPOSED CONTRACT ON BEHALF OF THE LESSEE:

Print Name AND Title of Authorized Official to sign Contract:	Signature of Authorized Official to sign Contract:

PLEASE FAX TO 313-390-3783 AND MAIL ORIGINAL TO FORD MOTOR CREDIT COMPANY
1 AMERICAN ROAD-MD7500
DEARBORN, MI 48126

WISCONSIN SALES AND USE TAX EXEMPTION CERTIFICATE

Check One ► ☐ Single Purchase ☑ Continuous

Purchaser's Business Name	Purchaser's Address
CITY OF DE PERE	335 S. BROADWAY DE PERE WI 54115

The above purchaser, whose signature appears on the reverse side of this form, claims exemption from Wisconsin state, county, baseball or football stadium, local exposition, and premier resort sales or use tax on the purchase, lease, license, or rental of tangible personal property, property under s.77.52(1)(b), items under s.77.52(1)(c), goods under s.77.52(1)(d), or taxable services, as indicated by the box(es) checked below.

I hereby certify that I am engaged in the business of selling, leasing, licensing, or renting: MUNICIPALITY

(Description of property, items, goods, or services sold by purchaser.)

General description of property or services purchased (itemize property, items, or goods purchased if "single purchase"):

Seller's Name	Seller's Address

PROPOSED EXEMPT USE

☐ **Resale** (Enter purchaser's seller's permit or use tax certificate number) ____________

Manufacturing

☐ Tangible personal property (TPP) or item under s.77.52(1)(b) that is used exclusively and directly by a manufacturer in manufacturing an article of TPP or items or property under s.77.52(1)(b) or (c) that is destined for sale and that becomes an ingredient or component part of the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale or is consumed or destroyed or loses its identity in manufacturing the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale.

☐ Machines and specific processing equipment and repair parts or replacements thereof, exclusively and directly used by a manufacturer in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) and safety attachments for those machines and equipment.

☐ The repair, service, alteration, fitting, cleaning, painting, coating, towing, installation, and maintenance of machines and specific processing equipment, that the above purchaser would be authorized to purchase without sales or use tax, at the time the service is performed thereon. Tools used to repair exempt machines are not exempt.

☐ Fuel and electricity consumed in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) in this state.
Percent of fuel exempt: ________ % Percent of electricity exempt: ________ %

☐ Portion of the amount of fuel converted to steam for purposes of resale. (Percent of fuel exempt ________ %)

Farming (To qualify for this exemption, the purchaser must use item(s) exclusively and directly in the business of farming, including dairy farming, agriculture, horticulture, floriculture, silviculture, or custom farming services.)

☐ Tractors (except lawn and garden tractors), all-terrain vehicles (ATV) and farm machines, including accessories, attachments, and parts, lubricants, nonpowered equipment, and other tangible personal property or items or property under s.77.52(1)(b) or (c) that are used exclusively and directly, or are consumed or lose their identities in the business of farming.

☐ Feed, seeds for planting, plants, fertilizer, soil conditioners, sprays, pesticides, and fungicides.

☐ Baling twine and baling wire.

☐ Breeding and other livestock, poultry, and farm work stock.

☐ Containers for fruits, vegetables, grain, hay, and silage (including containers used to transfer merchandise to customers), and plastic bags, sleeves, and sheeting used to store or cover hay and silage.

☐ Animal waste containers or component parts thereof (may only mark certificate as "Single Purchase").

☐ Animal bedding, medicine for farm livestock, and milk house supplies.

Federal and Wisconsin Governmental Units	Enter CES No., if applicable 047331

☐ The United States and its unincorporated agencies and instrumentalities and any incorporated agency or instrumentality of the United States wholly owned by the United States or by a corporation wholly owned by the United States.

☐ Any federally recognized American Indian tribe or band in this state.

☐ State of Wisconsin or any agency thereof; Local Exposition District, Professional Baseball Park District, or Professional Football Stadium District.

☑ Wisconsin county, city, village, or town, including public inland lake protection and rehabilitation district, municipal public housing authorities, uptown business improvement districts, local cultural arts district, the Wisconsin Aerospace Authority, the Health Insurance Risk-Sharing Plan Authority, the Wisconsin Quality Home Care Authority, the Fox River Navigational System Authority, and any Regional Transit Authority in Wisconsin.

☐ Wisconsin public schools, school districts, universities, and technical college districts.

☐ County-city hospitals or UW Hospitals and Clinics Authority.

☐ Sewerage commission, metropolitan sewerage district, or a joint local water authority.

Other

☐ Containers and other packaging, packing, and shipping materials, used to transfer merchandise to customers of the purchaser.

☐ Trailers and accessories, attachments, parts, supplies, materials, and service for motor trucks, tractors, and trailers which are used exclusively in common or contract carriage under LC or IC No. ____________.

☐ Items or services purchased directly by and used by religious, charitable, educational, scientific, or other organizations holding a Wisconsin Certificate of Exempt Status. CES No. ____________ .

☐ Tangible personal property and items, property and goods under s.77.52(1)(b), (c), and (d) to be resold by ____________ on my behalf where ____________ is registered to collect and remit sales tax to the Department of Revenue on such sales.

☐ Tangible personal property, property, items and goods under s.77.52(1)(b), (c), and (d), or services purchased by a Native American with enrollment # ____________, who is enrolled with and resides on the ____________ Reservation, where buyer will take possession of such property, items, goods, or services.

☐ Tangible personal property and items and property under s.77.52(1)(b) and (c) becoming a component of an industrial or municipal waste treatment facility, including replacement parts, chemicals, and supplies used or consumed in operating the facility.

☐ Portion of the amount of electricity or natural gas used or consumed in an industrial waste treatment facility. (Percent of electricity or natural gas exempt ________%)

☐ Electricity, natural gas, fuel oil, propane, coal, steam, corn, and wood (including wood pellets which are 100% wood) used for fuel for **residential** or **farm** use.

	% of Electricity Exempt	% of Natural Gas Exempt	% of Fuel Exempt
☐ Residential	%	%	%
☐ Farm	%	%	%

Address Delivered: ____________

☐ Percent of printed advertising material solely for out-of-state use. ________ %

☐ Catalogs, and the envelopes in which the catalogs are mailed, that are designed to advertise and promote the sale of merchandise or to advertise the services of individual business firms.

☐ Other purchases exempted by law. (State items and exemption). ____________

I hereby certify that if the item(s) being purchased are not used in an exempt manner, I will remit use tax on the purchase price at the time of first taxable use. I understand that failure to remit the use tax may result in a future liability that may include tax, interest, and penalty.

Signature of Purchaser	Print or Type Name	Title	Date
[signature]	JOSEPH G. ZEGERS	FINANCE DIRECTOR	[handwritten date]

(DETACH AND PRESENT TO SELLER)

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CPAs AND SO MUCH MORE.

INDEPENDENT AUDITORS' REPORT ON BASIC FINANCIAL STATEMENTS

To the City Council
City of De Pere, Wisconsin

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of De Pere, Wisconsin ("the City") as of and for the year ended December 31, 2010, which collectively comprise the City's basic financial statements as listed in the table of contents. These financial statements are the responsibility of the City of De Pere, Wisconsin's management. Our responsibility is to express opinions on these basic financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall basic financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City as of December 31, 2010, and the respective changes in financial position and cash flows, where applicable, thereof and the respective budgetary comparison for the general fund for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards*, we have also issued our report dated June 6, 2011 on our consideration of the City's internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the

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required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City of De Pere, Wisconsin's financial statements as a whole. The financial information listed in the table of contents as supplemental information is presented for purposes of additional analysis and is not a required part of the financial statements. The accompanying schedule of expenditures of federal and state awards, as required by the Wisconsin Department of Health Services Audit Guide, is also not a required part of the financial statements. The supplemental information and the schedule of expenditures of federal and state awards are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Schenck SC

Certified Public Accountants
Green Bay, Wisconsin
June 6, 2011

CITY OF DE PERE, WISCONSIN
Statement of Net Assets
December 31, 2010

	Governmental Activities	Business-type Activities	Total
ASSETS			
Cash and investments	$ 8,974,452	$ 1,007,224	$ 9,981,676
Receivables			
Taxes	12,852,381	-	12,852,381
Accounts	369,597	2,759,759	3,129,356
Special assessments	2,312,253	-	2,312,253
Loans	1,114,246	-	1,114,246
Other	-	14,068	14,068
Internal balances	528,514	(528,514)	-
Due from other governments	-	2,728,243	2,728,243
Inventories and prepaid items	225,395	23,696	249,091
Deferred charges	213,366	-	213,366
Restricted assets			
Cash and investments	902,676	150,000	1,052,676
Capital assets, nondepreciable			
Land	8,101,479	53,207	8,154,686
Capital assets, depreciable			
Land improvements	2,296,462	-	2,296,462
Buildings and improvements	10,868,512	539,471	11,407,983
Machinery and equipment	9,408,178	4,034,255	13,442,433
Infrastructure	67,400,497	52,869,666	120,270,163
Less: Accumulated depreciation	(37,629,617)	(17,964,485)	(55,594,102)
TOTAL ASSETS	87,938,391	45,686,590	133,624,981
LIABILITIES			
Accounts and claims payable	723,856	802,395	1,526,251
Accrued and other current liabilities	294,796	661,655	956,451
Due to other governments	747	-	747
Accrued interest payable	159,928	-	159,928
Unearned revenues	12,856,390	-	12,856,390
Long-term obligations			
Due within one year	2,419,096	255,000	2,674,096
Due in more than one year	27,778,113	3,249,257	31,027,370
TOTAL LIABILITIES	44,232,926	4,968,307	49,201,233
NET ASSETS			
Invested in capital assets, net of related debt	32,054,260	36,112,114	68,166,374
Restricted for			
Loans	1,762,375	-	1,762,375
Debt service	902,676	-	902,676
Unrestricted	8,986,154	4,606,169	13,592,323
TOTAL NET ASSETS	$ 43,705,465	$ 40,718,283	$ 84,423,748

The notes to the basic financial statements are an integral part of this statement.

CITY OF DE PERE, WISCONSIN
Statement of Activities
For the Year Ended December 31, 2010

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Changes in Net Assets: Governmental Activities	Net (Expense) Revenue and Changes in Net Assets: Business-type Activities	Net (Expense) Revenue and Changes in Net Assets: Total
Governmental Activities							
General government	$ 1,641,205	$ 443,828	$ -	$ -	$ (1,197,377)	$ -	$ (1,197,377)
Public safety	7,755,653	1,090,066	74,186	-	(6,591,401)	-	(6,591,401)
Public works	6,427,328	628,812	1,423,795	404,582	(3,970,139)	-	(3,970,139)
Sanitation	526,239	-	182,864	-	(343,375)	-	(343,375)
Health and human services	415,372	8,107	104,131	-	(303,134)	-	(303,134)
Culture and recreation	2,307,511	355,588	12,517	37,619	(1,901,787)	-	(1,901,787)
Conservation and development	271,383	25,456	-	4,000	(241,927)	-	(241,927)
Interest on debt	1,205,445	-	-	-	(1,205,445)	-	(1,205,445)
Total Governmental Activities	20,550,136	2,551,857	1,797,493	446,201	(15,754,585)	-	(15,754,585)
Business-type Activities							
Water utility	5,014,829	5,241,910	-	-	-	227,081	227,081
Wastewater collection	6,049,986	5,774,736	-	164,796	-	(110,454)	(110,454)
Stormwater utility	964,800	898,183	-	22,702	-	(43,915)	(43,915)
Total Business-type Activities	12,029,615	11,914,829	-	187,498	-	72,712	72,712
Total	$ 32,579,751	$ 14,466,686	$ 1,797,493	$ 633,699	(15,754,585)	72,712	(15,681,873)
General revenues							
Taxes							
Property taxes, levied for general purposes					7,807,974	-	7,807,974
Property taxes, levied for debt service					912,268	-	912,268
Property taxes, levied for capital projects					1,141,276	-	1,141,276
Property tax increments					2,754,537	-	2,754,537
Other taxes and franchise fees					311,725	-	311,725
Federal and state grants and other contributions not restricted to specific functions					2,037,306	-	2,037,306
Interest and investment earnings					287,132	14,347	301,479
Miscellaneous					222,786	187,699	410,485
Special item - gain on sale of assets					81,358	55,000	136,358
Transfers					658,231	(658,231)	-
Total general revenues, special item and transfers					16,214,593	(401,185)	15,813,408
Change in net assets					460,008	(328,473)	131,535
Net assets - January 1					43,245,457	41,046,756	84,292,213
Net assets - December 31					$ 43,705,465	$ 40,718,283	$ 84,423,748

The notes to the basic financial statements are an integral part of this statement.

CITY OF DE PERE, WISCONSIN
Balance Sheet
Governmental Funds
December 31, 2010

	General Fund	Debt Service	Capital Project Funds: Public Improvements	Capital Project Funds: TID No.6	Other Governmental Funds	Total Governmental Funds
ASSETS						
Cash and investments	$ 2,711,217	$ 447,202	$ 526,838	$ 1,504,061	$ 2,867,479	$ 8,056,797
Receivables						
Taxes	7,731,069	1,191,000	941,276	1,739,596	1,249,440	12,852,381
Accounts	127,331	-	15,518	142,018	84,152	369,019
Special assessments	1,308,087	-	1,004,166	-	-	2,312,253
Loans	7,500	-	-	-	1,106,746	1,114,246
Due from other funds	564,472	-	-	-	-	564,472
Advance to other funds	276,146	-	-	-	-	276,146
Inventories and prepaid items	225,395	-	-	-	-	225,395
Restricted assets						
Cash and investments	-	902,676	-	-	-	902,676
TOTAL ASSETS	$ 12,951,217	$ 2,540,878	$ 2,487,798	$ 3,385,675	$ 5,307,817	$ 26,673,385
LIABILITIES AND FUND BALANCES						
Liabilities						
Accounts payable	$ 513,831	$ -	$ 83,935	$ -	$ 5,293	$ 603,059
Short-term notes payable	6,150	-	-	-	-	6,150
Accrued and other current liabilities	288,579	-	-	-	67	288,646
Due to other funds	-	-	-	-	15,592	15,592
Due to other governments	1,578	-	-	-	-	1,578
Deferred revenues	7,735,078	1,191,000	1,945,441	1,739,596	2,356,187	14,967,302
Total Liabilities	8,545,216	1,191,000	2,029,376	1,739,596	2,377,139	15,882,327
Fund Balances						
Reserved for						
Inventories and prepaid items	225,395	-	-	-	-	225,395
Special assessments	862,761	-	-	-	-	862,761
Loans receivable	7,500	-	-	-	-	7,500
Debt service	-	902,676	-	-	-	902,676
Unreserved						
Designated for						
Subsequent year's expenditures	74,411	447,202	458,422	1,646,079	2,930,678	5,556,792
Working capital	3,130,597	-	-	-	-	3,130,597
Undesignated, reported in						
General fund	105,337	-	-	-	-	105,337
Total Fund Balances	4,406,001	1,349,878	458,422	1,646,079	2,930,678	10,791,058
TOTAL LIABILITIES AND FUND BALANCES	$ 12,951,217	$ 2,540,878	$ 2,487,798	$ 3,385,675	$ 5,307,817	$ 26,673,385

(Continued)

CITY OF DE PERE, WISCONSIN
Balance Sheet (Continued)
Governmental Funds
December 31, 2010

Reconciliation to the Statement of Net Assets

Total Fund Balances as shown on previous page		$ 10,791,058
Amounts reported for governmental activities in the statement of net assets are different because:		
Capital assets used in governmental activities are not current financial resources and therefore are not reported in the funds.		60,445,511
Other long-term assets are not available to pay current period expenditures and therefore are deferred in the funds.		2,110,912
Internal service funds are used by management to charge the costs of health and dental insurance to individual funds. The assets and liabilities of the internal service funds are included in governmental activities in the statement of net assets.		501,755
Some liabilities are not due and payable in the current period and, therefore, are not reported in the funds.		
Bonds and notes payable	$ (28,460,000)	
Capital leases payable	(144,617)	
Compensated absences	(1,592,592)	
Deferred charges - bond issues	213,366	
Accrued interest on long-term obligations	(159,928)	(30,143,771)
Net Assets of Governmental Activities as Reported on the Statement of Net Assets (see page 10)		$ 43,705,465

The notes to the basic financial statements are an integral part of this statement.

COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – NOVEMBER 15, 2011

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, November 15, 2011.

Mayor Walsh called the meeting to order at 7:32 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, James Boyd, Michael Donovan, Bob Heuvelmans, Larry Lueck Dan Robinson, Kathy VanVonderen & Bob Wilmet. The Council said the Pledge of Allegiance to the Flag.

Alderperson Wilmet moved, seconded by Alderperson Donovan, to approve the minutes of the November 1, 2011 meeting. Upon vote, the minutes were approved unanimously.

4A. Mayor Mike Walsh presented the proposed 2012 Budget for the City of De Pere stating as proposed, it's balanced and meets the current fundamental municipal service needs and long term objectives of the community. He noted the City had a $430,000 deficit to work through. This budget accounts for spending restraints and revenue reductions imposed by the State by implementing a series of municipal expenditures and revenue adjustments. The budget was developed with a balanced approach including 1) non-union, excluding police and fire management, employees contributing 50% of their pension costs; 2) expenditure reductions impacting numerous municipal services in almost every department; 3) fee increases including a new annual solid waste/recycling container fee; 4) a 2.27% tax rate increase that offsets decreasing property values and allows the City to meet the State imposed property tax levy limit of 0.94%; and 5) funding to continue the City's commitment to maintain the community's infrastructure and reduce future debt issuance for equipment replacement.

The proposed 2012 budget's property tax levy is a 1.56% increase. The projected mill rate for 2012 is $6.22, which is $0.14 higher than last year. The proposed budget includes an overall 0.59% increase in the General Fund expenditures. This includes a 1,19% increase in General Government, 0.54% decrease in Public Safety, 0.98% increase in Public Works, and 0.39% increase in Culture, Education & Recreation expenditures, and General Fund revenues increase of 0.59%. The 2012 Budget includes a $220,139 decrease in state shared revenues, $115,000 decrease in state transportation aids and $50,404 decrease in recycling grants from the state to fund operational services. The 2012 Budget includes several new and increased fees to partially offset the loss in state funding including a new solid waste collection fee of $25 per container. The average cost to collect and dispose of a single household's garbage and recycling materials is $108 per year. The new solid waste fee is intended to fund approximately 46% of the actual cost of providing that service. Property taxes account for approximately 49% of all General Fund revenues.

Administrator Larry Delo presented detail on the Budget Model for the 2012 proposed Executive Budget forecasting revenue and expenditures for a ten-year period identifying the dollar value of property taxes paid by the average property in De Pere; a chart showing the proportion of property taxes used by each taxing jurisdiction indicating that the City's portion is 25%, schools 47%, county is 20% the technical college 7% and state 1%. He reviewed the charts for debt per capita, general fund revenue & expenditure trends and the 2012 projected tax levy in comparison with 21 cities. He also noted an error in the budget document regarding not funding one firefighter position is currently in the printed document so a motion would be needed to remove it. The position accounts for $64,586.

B. Clerk-Treasurer Char Peterson announced the Notice of Public Hearing on Authorizing Resolution 11-102 Adoption of Tax Levy for City Purposes to Support the 2012 City Budget was published in the City's Official Newspaper, the De Pere Journal on October 27 and November 3, 2011. Mayor Walsh opened the meeting to the public and there was no one present who wished to speak.

Tom Nelson, 734 S. Melcorn Circle, stated he has the privilege and honor to work for the City as a firefighter/paramedic and he is concerned about the proposed cuts to the department. The budget proposal drastically changes the way they do business. It's their business to help people and arrive in a timely manner and this proposed budget would change that with the elimination of the POC firefighters, standby personnel and eliminates one full-time position & requires all line personnel to take two furlough days. The customers will have the potential to wait longer for help. They need the resources in personnel to do the job effectively and efficiently and he asked the Council to reconsider the staffing reduction at the Fire Department.

Kurt Weyers, 1742 O'Hearn, stated there was a lot of hard work that went into the budget. Fire & EMS services are what people pay taxes for. Our City has increased in size and our staff is being reduced. The staff reduction does not agree with the 2008 survey and instead of cutting staff we should be adding people. They have to be there for the people. He hopes Council will reinstate the funds cut from the Fire Department.

Drew Spielman, 2438 Prairie Flower Ln, spoke on the cuts to the Fire Department stating he is not a firefighter. The biggest thing is the reduction of standbys. At least reinstate the money for the standbys. These are essential services and why taxes are paid. He asked that Council reconsider the Fire Department budget with the standbys and the position.

Carol Dalchow, 1036 Scheuring Rd, stated she is a Lieutenant of the De Pere Fire Department and indicated it was the determination of the Safety Committee that changes brought on by the proposed budget with the elimination of a full-time position, standbys, furloughs, and paid on calls will have a direct impact on the safety of the fulltime firefighters and the community.

Dan Gatz, 404 Moon Glow Drive, stated he is a resident and firefighter in the City and the reduction of necessary public safety positions has him alarmed. They should be increasing not decreasing the staff. We cannot afford to wait priceless minutes when lives are at stake. They will be forced to rely on outlying sources. He asked why we would put lives and property in jeopardy. He urged Council to reconsider the cuts.

Jerry Daanen, 1011 S. Erie St., asked how much we are bonding for in construction and equipment and whether it could be delayed a year or so. He understands the fee for recyclables but not garbage and felt it's unfair that union employees will have furloughs since nonunion employees do not. He would like to have the Fire Department get their on-call back and asked if anyone looked at consolidating the Health Department with Brown County and felt non-union employees should be furloughed.

Jim Reedy, 915 Robin, stated he is retired as a volunteer for the Fire Department after 41 years. We can wait a little longer for garbage & brush pick-up but how do we wait when someone is waiting for help if they are laying in the street or had a heart attack.

Chad Bronkhorst, President of the Green Bay Area Firefighters, spoke on the proposed Fire Department cuts. When looking at cuts, the City cannot rely on the MAVIS system to be a back-up system. It was not the intent of the MAVIS System. Green Bay made public safety a priority and put $400,000 back in the budget for next year. You have to provide adequate services.

There was no one else present who wished to speak and Mayor Walsh closed public comment at 8:34 p.m.

C. Alderperson Boyd moved, seconded by Alderperson Bauer, to approve the proposed 2012 Budget. Discussion followed.

Amendment #1: Alderperson Wilmet moved, seconded by Alderperson Van Vonderen, to amend the resolution to add recycling/garbage fee of $50 for one year period expiring 12/31/2012. Upon discussion and vote, motion was approved with 7 ayes and 1 nay. Alderperson Bauer voted nay; all others voted aye.

Amendment #2: Alderperson Wilmet moved, seconded by Alderperson Van Vonderen, to reinstate $28,000 Paid-on-Call Firefighters and have it covered with $15,000 LED Lights moved to TID #7, $6,000 tablets, $3,750 video, and $3,240 taken from the Cable Access Fund. Upon discussion and vote, motion was approved with 6 ayes and 2 nays. Alderpersons Robinson and Lueck voted nay; all others voted aye.

Amendment #3: Alderperson Heuvelmans moved, seconded by Alderperson Van Vonderen, to amend the budget taking $10,000 from the City Attorney's Contracted Municipal Court Prosecution Account and place in the Youth User Group Fund in the Park & Recreation Department. Upon discussion and vote, the motion failed with 2 ayes and 6 nays. Alderperson Heuvelmans and Van Vonderen voted aye; all others voted nay.

Amendment #4: Alderperson Lueck moved, seconded by Alderperson Boyd, to eliminate the recycling/garbage fee of $50 and take the money from delaying the purchase of Garbage Truck #87 for $102,776 and $64,586 elimination of Fire Department position, with remainder of $226,388 coming from the Cable Access Fund for a total of $393,750. Upon discussion and roll call vote, motion was approved with 5 ayes and 3 nays. Alderperson Bauer, Donovan & Heuvelmans voted nay; all others voted aye.

Alderperson Robinson moved, seconded by Alderperson Heuvelmans, to open the meeting. Upon vote, motion carried unanimously.

Tom Nelson, 734 S. Melcorn Circle, addressed the Council in response to Alderperson Lueck's question stating the Fire Department represented employees have a contract that was bargained in good faith in 2010. They offered concessions and came up with a concept to lose the position in the Department through attrition.

Alderperson Robinson moved, seconded by Alderperson Wilmet, to close the meeting. Upon vote, motion carried unanimously.

Amendment #5: Alderperson Robinson moved, seconded by Alderperson Boyd, to amend the Executive budget to 1) increase fire overtime by $8,505 and decrease garbage outlay by $8,505 in the general fund, 2) increase the capital projects portion of the garbage truck outlay and borrowing amounts by $8,505, 3) include $225,000 for borrowing for the Swan Road interceptor in the Wastewater Treatment Services Fund, 4) increase fund balance applied $13,841 in the Stormwater Utility Fund, and 5) adjust City portion of TIF levy to $610,627. Upon discussion and vote, motion was approved with 6 ayes and 2 nays. Alderperson Donovan & Heuvelmans voted nay; all others voted aye. Alderperson Boyd moved, seconded by Alderperson Lueck to approve the proposed 2011 budget, as amended. Upon discussion and roll call vote, motion carried with 5 ayes and 3 nays. Alderpersons Bauer, Donovan & Heuvelmans voted nay; all others voted aye.

D. Resolution #11-102 Adoption of Tax Levy for City Purposes to Support the 2012 City Budget was presented. Alderperson Donovan moved, seconded by Alderperson Robinson, to approve the resolution. Upon discussion and roll call vote, motion carried unanimously.

5. <u>Public Comment or other Announcements</u>.
Curt Weyers, 1742 O'Hearn Lane, stated he saw in the budget the Wastewater Treatment Fund is 10 million dollars and thought it was physical infrastructure. He suggested selling the land and develop it into something else.

Jerry Daanen, 1011 S. Erie St., asked when the Wastewater Treatment Plant was sold the City was to receive an estimated $124,000/year and wanted to know where the money goes. Administrator Delo stated the money goes into a separate designated fund to offset future repairs to the interceptors.

The Council recessed at 10:39 p.m. and re-convened at 10:47 p.m.

Item 6 was pulled from the Agenda and will be placed on the next meeting agenda.

7. Ordinance 11-17 Amending Chapter 6 De Pere Municipal Code Regarding Telephonic Meeting Attendance was presented. Alderperson Wilmet moved, seconded by Alderperson Van Vonderen, to enact the ordinance. Upon vote, motion carried with 6 ayes and 2 nays. Alderpersons Bauer & Lueck voted nay; all others voted aye. The ordinance requires a second reading.

8. Ordinance 11-18 Repealing and Creating §2-3 and §2-5 De Pere Municipal Code Regarding Ward Creation and Map was presented. Alderperson Boyd moved, seconded by Alderperson Lueck, to enact the ordinance. Upon discussion and roll call vote, motion carried with Alderpersons Donovan & Wilmet voting nay; all others voting aye. Discussion followed. Alderperson Boyd moved, seconded by Alderperson Lueck, to reconsider the ordinance. Upon vote, motion to reconsider was approved unanimously. Alderperson Robinson moved, seconded by Alderperson Heuvelmans, to enact the ordinance. Upon vote, motion carried unanimously.

9. Resolution 11-103 Establishing Wards was presented. Alderperson Robinson moved, seconded by Alderperson Wilmet, to approve the resolution. Upon vote, motion carried with 7 ayes and 1 nay. Alderperson Donovan voted nay; all others voted aye.

10. Resolution 11-104 Authorizing Second Amendment to Agreement for Engineering Services between the City of De Pere and Graef – USA, Inc. was presented. Alderperson Boyd moved, seconded by Alderperson Lueck, to approve the resolution. Upon discussion and vote, motion carried unanimously.

11. Resolution 11-105 Authorizing Sale of Surplus Property was presented. Alderperson Donovan moved, seconded by Alderperson Bauer, to approve the resolution. Upon vote, motion carried unanimously.

12. Resolution 11-106 Promoting Civil Public Discourse was presented. Alderperson Robinson moved, seconded by Alderperson Boyd, to approve the resolution. Upon discussion and vote, motion carried unanimously.

13. Resolution 11-107 Authorizing Agreement Conveying and Accepting Sanitary Sewer, Water Main and Storm Sewer Infrastructure Servicing Landsborough Court Property Owners Association, Ltd. was presented. Alderperson Bauer moved, seconded by Alderperson Wilmet, to approve the resolution. Upon vote, motion carried unanimously.

14. Resolution 11-108 Authorizing Revocable Occupancy Permit (Front Street Groundwater Monitoring Wells) was presented. Alderperson Donovan moved, seconded by Alderperson Bauer, to approve the resolution. Upon vote, motion carried unanimously.

15. Resolution 11-109 in Support of Southern Brown County Environmental Impact Statement Detailed Study Alternative 2 (Arterial Street along Rockland and Red Maple Roads with a US 41 Interchange) was presented. Alderperson Boyd moved, seconded by Alderperson Heuvelmans, to approve the resolution. Upon discussion and vote, motion carried unanimously.

16. Resolution 11-110 Adopting Section 9.5 Mandatory Furlough Policy to the City Rules and Regulations was presented. Alderperson Boyd moved, seconded by Alderperson Donovan, to approve the resolution. Upon vote, motion carried unanimously.

17. Alderperson Van Vonderen moved, seconded by Alderperson Boyd, to refer back to staff the Riverwalk and Wildlife Viewing Pier bids. Upon vote, motion carried unanimously.

18. Alderperson Donovan moved, seconded by Alderperson Robinson, to approve the vouchers. Upon vote, motion carried unanimously.

19. Applications for Operator's Licenses were presented:

Previously Tabled Operator License for the 2010-2012 Licensing Period					
ITEM#	**NAME**	**ADDRESS**	**CITY**	**ST**	**ZIP**
1	CADIEUX, SARAH M.	5990 ALLEN RD.	LITLE SUAMICO	WI	54141
2	REED, JEFFREY M.	2986 E. SERVICE RD.	ONEIDA	WI	54155
Operator Licenses for the 2010-2012 Licensing Period					
1	BOWMAN, CHAD A.	305 N. SIXTH ST.	DE PERE	WI	54115
2	CARPENTER, AMBER JOE	755 MOLLIES WAY	DE PERE	WI	54115
3	CEILLEY, BRIDGET J.	100 GRANT ST., SUITE 322	DE PERE	WI	54115
4	CHARLES EMILY J.	809 N. ASHLAND AVE.	GREEN BAY	WI	54303
5	GILBERT, KYLE R.	2571 N. 81st ST.	WAUWATOSA	WI	53213
6	KWASNY, KRISTINE D.	1140 MORAINE WAY, #36	GREEN BAY	WI	54303
7	LOPPNOW, HANNAH R.	100 GRANT ST., SUTIE #1297	DE PERE	WI	54115
8	LUECKE, LINDA S.	421 S. ONTARIO ST.	DE PERE	WI	54115
9	MARTELL, MEGHAN F.	32161 EUPHORIA DR.	BURLINGTON	WI	53105
10	MINTEN, HAZEL M.	884 S. NINTH ST.	DE PERE	WI	54115
11	VAN LAANEN, JERRY G.	1604 S. ONEIDA ST.	GREEN BAY	WI	54304
12	WOLFE, AMY L.	826 E. BRIAR LN.	GREEN BAY	WI	54301
13	ZYGIEL, MIRANDA R.	100 GRANT ST.	DE PERE	WI	54115

Alderperson Wilmet moved, seconded by Alderperson Bauer, to approve Denying Previously Tabled Operator License Applications #1 & 2 listed above. Upon vote, motion carried unanimously.

Alderperson Wilmet moved, seconded by Alderperson Bauer, to approve Operator License Applications #1-2, 5-8, 10-12 and table #3-4, 9 & 13 listed above. Upon vote, motion carried unanimously.

20. Future agenda items. Administrator Delo announced that Governor Walker will be signing the multi-jurisdictional TIF Bill tomorrow in Green Bay @ the Business Center.

Item 21 was pulled from the agenda. .

Upon motion by Alderperson Donovan, seconded by Alderperson Robinson, the Common Council adjourned at 11:10 p.m.

Respectfully submitted,

Charlene M. Peterson
Clerk-Treasurer

FULL TIME EQUIVALENTS: 39.50

MISSION:

The Mission of the De Pere Police Department is to provide an integrated team approach to pro-active patrol, crime prevention, and criminal investigation utilizing city and community resources to improve the safety and quality of life in the City of De Pere.

2011 ACCOMPLISHMENTS:

- Expanded neighborhood watches and participants.
- Increased summer and fall traffic enforcement and safety measures using school liaison officers on directed traffic enforcement.
- Development of Evidence Technicians with specific training.
- Assisted in developing the Brown County Records Management System for Law Enforcement agencies
- Improved Intra-Department relations.
- Updated and created certain department Policies/Procedures.
- Reduced Overtime by use of scheduling changes
- Participated in county-wide OWI task force to reduce drunk driving.
- Completed all document archiving of previous years - now fully current with document imaging.
- Participated in National Night Out event with 15 neighborhood block parties.

2012 OBJECTIVES:

- Participate in optional National Incident Based Reporting (NIBRS) for accurate crime reporting and information retrieval.
- Continue to increase solvability rates and property recovery.
- Implement paperless process for court documents.
- Develop an E-referral system for submission of cases to District Attorney.
- Continue policy updates.

2011 PERFORMANCE MEASUREMENT DATA: July 1, 2010-June 30, 2011

- Evidence Technician Teams - *Through the use of specially trained department personnel, evidence collected from crime scenes will be increased in quantity and quality. The goal was to further increase criminal case solvability rates. The solvability rates for 2009-2010 were 22% closed by arrest, 41% open and 15% inactive and the remainder misc. For 2010-2011, 26% closed by arrest, 42% open and only 11% inactive with the remainder in Misc.*
- Neighborhood Watch - Expand the neighborhood watch programs in both the number of watches and in the number of participants in each watch. *The number of neighborhood watches in the city in 2010 was 21, and some were not fully active. The number of watches as of June 30, 2011 was 53, and those are now fully active (a 153% increase). The goal for the remainder of 2011 is to increase the number to 80 watches.*

- Traffic - *Increase traffic law enforcement to decrease the number of crashes in City and to decrease number of traffic complaints from citizens. Statistics show from July 1, 2009 – June 30, 2010, there were 553 total traffic crashes and from July 1, 2010 - June 30, 2011, there were 629 total traffic crashes. Despite the tremendous enforcement efforts, there was actually an increase in traffic crashes.*

2012 PERFORMANCE MEASURES:

- Volunteerism - Through the use of the Volunteers in Police Service (VIPS) the department will increase the number of volunteers serving the department from zero to eight.
- Citation Processing - Through the use of a more efficient process, the department will decrease the time spent processing each citation by 40%.
- Drug Enforcement - The department will increase street level drug enforcement 10% through the use of specialized enforcement training, and measured by increased canine use and increased drug arrests.

SIGNIFICANT EXPENDITURE CHANGES:

- Overtime reduced $7,762 to reflect trends.
- Retirement decreased $41,210 due to reduction in staff and a furlough amount of $8,293.
- Training expenditures include mandatory state law enforcement certification, recertification, technology training, legal updates, management training, training supplies, and performance improvement training as necessary. The department's training costs for mandatory training are approximately $550 per person per year.
- Seminars/Conferences for 2012 include Attorney General's Conference, WI Law Enforcement Development Association Conferences $400, DOJ Technology Conference $450, Open Records Updates $600, Police Executive Group $375, and other miscellaneous in-services and workshops. This account also includes meals and lodging associated with such conferences.
- Consulting reduced $2,500 due to anticipated costs (Includes: OWI blood draws at hospital, language line translators, LexisNexis data services, vehicle evidence towing fees, etc).
- Data reduced $8,000 to reflect anticipated costs.
- Utilities reduced $5,000 due to more efficient HVAC system.
- Equipment Maintenance decreased $8,000 to anticipate decreased costs of maintenance for newer fleet vehicles.
- Other Contractual Services reduced $2,000 due to decreased contract costs. (Includes maintenance contracts for HVAC and radios.)
- Crime Prevention reduced $500 to reflect actual costs.
- Cleaning and Maintenance reduced $2,500 due to lower anticipated furnace repair costs (replaced in 2010).
- Publications reduced $300 due to reduction in publications department receives through mail.
- Memberships and Subscriptions for 2012 include: WI Chief of Police Assoc.- Chief, Captain, Lieutenant $300, Internat'l Assoc of Chief of Police - Chief $100, WI Juvenile Officers Assoc.- 3 Liaison Officers $60, Sanger B. Powers Pistol Range $500, WI Assoc for Identification - D/Sgt $20, National Assoc of Working Dogs - K-9 Officer $35, NAWLEE - Business Manager $75, De Pere Journal $25.
- Mileage Reimbursement reduced $250 due to lower anticipated use of personal vehicles for out-of-town travel for training.
- Operating Supplies decreased $2,500 to reflect lower cost of supplies and equipment (includes protective vests).
- Guns and Ammo decreases $2,000 due to lower anticipated equipment and ammo needs.
- Capital Equipment Requested for 2012 increased $46,241 due to the following capital needs: 6 Patrol Vehicle Lease ($58,000), Portable and Mobile Radio replacement ($122,000).

City of De Pere
2012 General Fund
Adopted Budget

POLICE

EXPENDITURES

Account Number			Account Title	2010 Year End Actual	2011 Adopted Budget	2011 6 mos Actual	2011 Year End Estimate	2012 Adopted Budget	2012 / 2011 Budget % Of Change
			PERSONAL SERVICES						
100	52100	110	Salaries	$ 274,611	$ 308,666	$ 139,108	$ 308,666	$ 317,147	2.75%
100	52100	120	Hourly Wages	1,980,493	2,102,628	826,494	2,102,628	2,057,683	-2.14%
100	52100	122	Hourly Wages Part Time	11,129	10,613	4,704	10,400	10,400	-2.01%
100	52100	125	Overtime Wages	163,504	137,762	53,219	130,000	130,000	-5.63%
100	52100	150	FICA	175,589	195,815	87,422	195,815	188,296	-3.84%
100	52100	151	Retirement	405,502	448,716	169,801	448,716	407,506	-9.18%
100	52100	152	Health, Dental, DIB, Life & Wks Cmp Ins	618,868	639,364	289,037	618,868	651,154	1.84%
100	52100	190	Training	9,919	10,000	6,125	10,000	10,000	0.00%
			Subtotal	**3,639,615**	**3,853,564**	**1,575,910**	**3,825,093**	**3,772,186**	**-2.11%**
			CONTRACTUAL SERVICES						
100	52100	210	Telephone	11,951	11,000	3,629	11,000	11,000	0.00%
100	52100	211	Postage	1,733	2,000	664	2,000	2,000	0.00%
100	52100	212	Seminars and Conferences	2,041	4,000	1,344	3,000	3,000	-25.00%
100	52100	215	Consulting	11,811	10,000	2,264	8,000	7,500	-25.00%
100	52100	217	Cleaning Service Contract	16,382	18,000	8,206	17,000	18,000	0.00%
100	52100	218	Cell/Radio	13,300	7,200	6,671	7,200	7,200	0.00%
100	52100	219	Data	12,975	18,000	7,250	10,000	10,000	-44.44%
100	52100	220	Utilities	19,433	32,000	12,695	26,000	27,000	-15.63%
100	52100	240	Equipment Maintenance	31,154	40,000	23,856	45,000	32,000	-20.00%
100	52100	290	Other Contractual Services	4,050	7,500	4,783	4,800	5,500	-26.67%
			Subtotal	**124,830**	**149,700**	**71,362**	**134,000**	**123,200**	**-17.70%**

City of De Pere
2012 General Fund
Adopted Budget

EXPENDITURES

POLICE

			Account Title	2010 Year End Actual	2011 Adopted Budget	2011 6 mos Actual	2011 Year End Estimate	2012 Adopted Budget	2012 / 2011 Budget % Of Change
			SUPPLIES AND EXPENSE						
100	52100	310	Office Supplies	9,998	11,000	4,542	11,000	11,000	0.00%
100	52100	312	Crime Prevention Program	190	2,500	370	2,000	2,000	-20.00%
100	52100	314	Cleaning and Maintenance	6,720	9,000	323	6,500	6,500	-27.78%
100	52100	315	Publications	725	600	97	300	300	-50.00%
100	52100	320	Memberships/Subscriptions	650	1,000	395	750	815	-18.50%
100	52100	330	Mileage Reimbursement	545	1,000	134	7,500	750	-25.00%
100	52100	331	Transportation	64,320	72,000	31,104	65,000	70,000	-2.78%
100	52100	340	Operating Supplies	1,858	21,000	1,172	19,000	18,500	-11.90%
100	52100	343	Guns and Ammo	3,518	10,000	2,645	8,000	8,000	-20.00%
100	52100	349	Operating Supplies - Community Policing	480	-	1,188	1,300	-	0.00%
100	52100	360	Other Repairs and Maintenance	3,714	7,500	3,097	7,500	7,500	0.00%
100	52100	361	Computers	4,148		-	-	-	0.00%
100	52100	390	Police Confidential Informant Money	-	1,000	41	1,000	1,000	0.00%
100	52100	392	Clothing Allowance	11,657	17,180	7,776	17,180	17,180	0.00%
			Subtotal	**108,523**	**153,780**	**52,878**	**147,030**	**143,545**	**-6.66%**
			CAPITAL OUTLAY						
100	52100	810	Capital Equipment	174,690	134,779	85,778	85,778	180,000	33.55%
			Subtotal	**174,690**	**134,779**	**85,778**	**85,778**	**180,000**	**33.55%**
			TOTAL	**$ 4,047,658**	**$ 4,291,823**	**$ 1,785,928**	**$ 4,191,901**	**$ 4,218,931**	**-1.70%**

Item #9

De Pere Fire Rescue

Memo

To: City Council and Mayor

From: Assistant Chief Jim Stupka

Date: January 12, 2012

Re: Request for internet service change from Time Warner to TDS

The fire department has a lease agreement for a cable connection linking station #2 at 1180 Grant to the rest of the city. Our agreed upon term with Time Warner ended July 21, 2011. This agreement has an automatic renewal clause. Time Warner has provided service that has been subject to frequent and extended interruptions. This service frequently lacks the necessary speed we require at our highest use times due to the configuration of their equipment.

We request permission to switch the service from the current Time Warner cable connection to a TDS T-1 phone connection. It will be necessary to discontinue the current service agreement with Time Warner. Based on other connections in use by the city, the T-1 should be more reliable and faster service than what is currently being received.

This change in service type and vendor can be accomplished within the current budget. Anticipated additional cost for the new connection will be an additional $30-$40 per month over the current contract for cable services.

Please feel free to contact me with any questions at 339-4090.

ADDENDUM NUMBER 1
to the
TELECOMMUNICATIONS SERVICE AGREEMENT
between
TDS AND CITY OF DE PERE

DATED 1/11/2012

This Addendum Number 1 ("Addendum"), is made and entered into 1/11/1012, by and between TDS and City of De Pere ("Customer"). In the event of any conflict between the terms of this Addendum and the Telecommunications Service Agreement ("Agreement") between TDS and Customer dated 1/11/1012, the terms of this Addendum will supersede the terms of the Agreement and will be controlling. Except as expressly modified herein, the Agreement shall otherwise remain unmodified and in full force and effect.

Customer and TDS agree to modify the Agreement as set forth below:

- If Customer elects to disconnect Service and terminate the Agreement after satisfaction of a minimum of thirty-six (36) months of Service, TDS will waive any early termination charges under the Agreement. This waiver is only applicable to sixty (60) month service agreements.

IN WITNESS WHEREOF, the parties have caused this Addendum to be executed and do each hereby warrant and represent that their respective signatory whose signature appears below has been and is on the date set forth above duly authorized to execute this Addendum. **This Addendum must be signed on behalf of TDS by a Sales Manager, Regional Sales Manager, or Vice President.**

TDS	**CITY OF DE PERE**
Signature	Signature
Print Name	Name
Title	Title
Date	Date

Telecommunications Service Agreement

Customer Information - Service Address
Ordered By / Title: Pete Smith
Business Name: City of De Pere
Street: 335 S Broadway
City, State, Zip: De Pere WI 54115
Multiple Locations: **YES** ☐ See Attached Additional Service Locations Addendum(s)

Main Yellow Pages Heading: NA
Phone: 920-621-8594
Email: psmith@mail.depere.org

Billing Information Same As Above ☒
Bill to Company: ______
Address: ______
City, State, Zip: ______

Billing Contact Name: Pete Smith
Phone: 920-621-8594

Quantity Ordered	Description of Services / Equipment	Term	Monthly Recurring Charge Unit	Monthly Recurring Charge Total	Non-Recurring Charge Unit	Non-Recurring Charge Total
1	Pt to Pt T1	60 months	$200.00	$200.00		
	335 S Broadway to 1180 Grant St					
1	Service Order Fee				$20.00	$20.00
1	Pt to Pt Install Fee				$250.00	$250.00
1	Install & SOF Waived				($270.00)	($270.00)

- XData, XData Pack, managedIP SIP, PRI and Essentials locations must have a **minimum of NA lines**. ManagedIP locations must have a **minimum of NA Premium or Office stations** in any combination. If a location falls below the minimum requirement, the service will be canceled and cancellation charges will apply.
- FCC/911/USF/Federal and State taxes, Administrative Fee and Additional Directory Listing charges* apply and are not included in the Totals below. Local usage charges apply if applicable.
- If Customer chooses TDS as its long distance provider, TDS will block international calling unless specifically identified in the Description of Services/Equipment section of this Agreement.

Customer Initials: ______ **Date:** 1/11/1012 ***Total:** 200.00 ***Total:** $0.00

Date Revised: December 2011

Select TDS Company: TDS Metrocom, LLC

1. **Agreement.** This Telecommunications Service Agreement ("Agreement") is between TDS Metrocom, LLC ("TDS") with its principal office at 525 Junction Road Madison WI, 53717 and City of De Pere with its office at 335 S Broadway De Pere WI 54115 ("Customer").

The Customer hereby agrees to purchase from TDS and TDS agrees to sell the Services ("Services") identified in this Agreement or any future Amendments agreed to by the parties pursuant to the terms and conditions set forth herein. Amendments are included herein by reference as integral parts of this Agreement. If Customer wishes to change the Services or add additional Services, Customer and TDS shall execute an Amendment describing such changes or additions. Unless specifically set forth on any Amendment, if the terms of any documents incorporated by reference are inconsistent with this Agreement, the terms of this Agreement will control. Customer agrees that the TDS Internet Services Terms of Service, Internet Services Description, Privacy Policy, and Acceptable Use Policy [together referred to as the "TDS Internet Terms of Service"] as stated on www.tds.net will apply to any internet Services provided under this Agreement. The TDS Internet Terms of Service are included herein by reference as integral parts of this Agreement. Further, Customer also agrees to accept the Google Terms of Service if Customer chooses to use TDS-provided email service. Customer acknowledges certain duties and obligations of TDS under this Agreement may be performed by certain affiliates of TDS.

2. **Service Installation; Customer Requirements and Responsibilities.** TDS shall only be responsible for bringing the lines ordered by Customer to the Customer designated demarcation point at Customer's premises where TDS equipment terminates. In no event shall TDS be responsible for connecting, installing or wiring past the demarcation point. Customer agrees and acknowledges that it shall be Customer's sole responsibility to provide and arrange for all necessary wiring and equipment required to extend dial tone including phone system programming and any other related wiring or work required to implement the Services. At the time of service installation and during maintenance and repair, Customer agrees to provide at no charge, access to any equipment, a telephone, a safe working environment and adequate storage space for a reasonable quantity of replacement parts, electrical power to operate the Services and adequate space in Customer's premises to house any equipment used in connection with provision of the Services, and shall take all other actions reasonably required for the performance of Services by TDS under this Agreement. TDS is not responsible for any long distance charges associated with the use of dial-up Internet services. Customer is responsible for the security of all passwords, equipment or systems that allow access to the Services provided by TDS. Customer acknowledges that they are responsible for actions on their account performed by others who have acquired Customer's passwords or access to Customer's equipment or systems with or without Customer's knowledge and Customer agrees to pay any charges that are incurred regardless of any claim the Customer may have against third parties based on unauthorized access to Customer's passwords, equipment or systems. Customer is also responsible for providing to TDS accurate, specific address and location information for all TDS telephone numbers provided (including any and all changes to such information) so that 911 calls can be properly directed to the appropriate PSAP (public safety answering point). If Customer moves the location of its voice service without the approval of TDS, then 911 calls may not transmit any information, or may otherwise send incorrect address information and/or be directed to the incorrect emergency services provider, which may result in a delay or failure of emergency services being dispatched to Customer's location.

3. **Billing.** Compensation to be paid by Customer to TDS for Services provided under this Agreement shall be established at the rate and terms provided in this Agreement and by local tariff, where applicable. The Customer agrees to pay TDS the contract commitment amount set forth on page 1 of this Agreement. All invoices are due within 30 days from date of invoice. If allowed under applicable tariff, a late charge of 1-1/2% per month, or the highest permissible amount chargeable by law, whichever is less, may be charged on any unpaid balance owed to TDS which remains unpaid for 30 days or more after the date of the invoice. In the event that any action taken by any legislative, judicial or regulatory body directly or indirectly causes a reduction in revenue or an increase in expenses with respect to the provision of the Services, TDS shall have the right to increase the amount of Recurring Charges set forth in this Agreement upon 30 days notice. Customer shall have the right to terminate this Agreement within 30 days of notice of the change in such Recurring Charges. Customer agrees that any unlimited service is being provided based on reasonable usage, and that use of the service for auto dialers, long distance dialup access to the Internet or other information services, call centers, certain switching applications or other high volume calling applications is not permitted and will entitle TDS to terminate the Service upon written notice of the violation. TDS reserves the right to monitor Customer's usage to determine compliance with these limitations. Bundled prices represented on this Agreement may be billed separately on Customer's bill. The separate pricing may not be used with any other product or bundled products.

4. **Warranty.** TDS WARRANTS THAT THE SERVICES SHALL BE PERFORMED IN A GOOD AND WORKMANLIKE MANNER. EXCEPT WITH RESPECT TO THE FOREGOING WARRANTY, TDS IS PROVIDING ALL SERVICES TO THE CUSTOMER "AS IS" AND TDS MAKES NO WARRANTY AS TO THE CONTINUOUS OPERATION OF THE SERVICE OR ANY SPECIFIC FEATURE OF THE SERVICE. ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING BY STATUTE, OPERATION OF LAW, COURSE OF DEALING OR PERFORMANCE, OR USAGE OF TRADE ARE DISCLAIMED. TDS DOES NOT WARRANT THAT THE SERVICES OR RELATED PRODUCTS WILL MEET YOUR REQUIREMENTS OR PREVENT UNAUTHORIZED ACCESS TO YOUR COMPUTERS, NETWORK, SERVERS AND OTHER EQUIPMENT OR TO ANY DATA, INFORMATION OR FILES ON ANY OF THEM. CONNECTIONS (SYNC-RATES) ARE RATE ADAPTIVE AND MAY BE LOWER DUE TO THE LENGTH AND CONDITION OF THE LINE. ACTUAL THROUGHPUT MAY BE LOWER DUE TO INTERNET CONGESTION, NETWORK UTILIZATION, PROTOCOL OVERHEADS OR OTHER FACTORS, WHICH CAN NOT BE CONTROLLED BY TDS. IN THE EVENT OF A POWER OUTAGE AT CUSTOMER'S LOCATION OR IF CUSTOMER'S BROADBAND SERVICE IS DOWN, SERVICES THAT ARE NOT LINE-POWERED (SUCH AS managedIP) WILL NOT OPERATE AND CUSTOMER WILL NOT HAVE ACCESS TO EMERGENCY SERVICES SUCH AS 911.

5. **Limitation of Liability.** TDS SHALL NOT BE LIABLE IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, OR OTHERWISE, FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHATSOEVER INCLUDING,

BUT NOT LIMITED TO, LOSS OF PROFITS OR REVENUE, LOSS OF THE USE OF THE SERVICE, LOSS OF DATA, CUSTOMER'S INABILITY TO USE THE SERVICE, INTERRUPTIONS OR CLAIMS BY THIRD PARTIES. THE PARTIES AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW, TDS LIMITS LIABILITY RELATED TO THE PROVISION OF SERVICES TO THE AMOUNT PAID BY CUSTOMER IN THE PREVIOUS TWELVE (12) MONTHS FOR SERVICES GIVING RISE TO, OR WHICH ARE THE SUBJECT OF, THE CLAIM WHETHER SUCH CLAIM ALLEGES BREACH OF CONTRACT, OR TORTIOUS CONDUCT INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE OR ANY OTHER THEORY. TDS SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO CUSTOMER FOR ANY OMISSION OR ERROR WITH RESPECT TO CUSTOMER'S TELEPHONE DIRECTORY LISTINGS.

NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE PROVISION OF SERVICES OR ITS PERFORMANCE MAY BE BROUGHT BY CUSTOMER MORE THAN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.

6. **Insecurity of the Internet. CONNECTION TO THE INTERNET CREATES INSECURITY.** Security and disruption problems are inherent in the Internet. The very openness of the Internet creates risks that the Internet is insecure, and vulnerable to both intentional and unintentional disruption. Security breaches can occur for technical and other reasons, and, despite the implementation of security measures, we cannot guarantee that our networks are not vulnerable to unauthorized and illegal access, computer viruses and other disruptive problems. Our ability to provide our services depends in part on the reliability of the Internet and the networks of our partners, and our services can also be negatively affected by limitations inherent in the technology infrastructure supporting the Internet and the internal networks of Internet users. Customer must provide adequate information security for their own networks by using appropriately complex passwords, firewalls, and updated anti-virus and anti-spyware software.

7. **Default.** An event of default ("Event of Default") shall occur upon the occurrence of all or any one of the following events: (a) the Customer does not pay when due any invoice; (b) the Customer ceases doing business as a going concern; (c) the Customer makes an assignment for the benefit of its creditors or admits in writing to its inability to pay its debts as they become due; (d) the Customer files, or has filed against it, a petition in bankruptcy or for its reorganization, arrangement, composition or readjustment under any state insolvency law or the Customer liquidates all or a substantial part of its assets not in the ordinary course of its business, dissolves or takes other similar action; or (e) the Customer shall default in the performance of any of its obligations to TDS or any assignee arising under this Agreement, or any other agreement between the Customer and TDS and such default is not cured within 30 days of TDS providing notice of same, unless prohibited by relevant federal, state or local law.

8. **Remedies.** Upon the occurrence of an Event of Default, unless prohibited by relevant federal, state or local law, TDS may, at its option and without notice or demand, exercise all or any one or more of the following remedies: (a) declare immediately due and payable all invoices and all other sums due, including termination charges, or to become due hereunder or under any other agreement between the Customer and TDS; (b) terminate all of its obligations arising under this Agreement, and any other agreement between Customer and TDS; (c) enter the premises where any of TDS' equipment is located and repossess all or any part of the equipment; (d) offset any amounts due TDS under this Agreement against any amounts TDS or any of its affiliates owes the Customer (or the Customer's affiliates) under any other agreement; or (e) exercise all other legal and equitable remedies which TDS may have. The foregoing remedies shall be deemed cumulative and may be exercised successively or concurrently as permitted by law.

9. **Interruption of Services.** For any interruption of Service that is not due to negligence or non-compliance with any term or condition of this Agreement by Customer or the failure of operation or malfunction of facilities, power or equipment provided by the Customer, Customer will be entitled to a credit against the monthly Recurring Charge for such Service. Service will be deemed to be interrupted from the time TDS receives notice from Customer that the Service is not working until the time the Service is working. Unless provided otherwise by law or tariff, credits shall be calculated on the basis of a 30-day month and shall be credited upon Customer request against the monthly Recurring Charge for such Service as follows:

- First 30 minutes: none
- 30 minutes to 3 hours: 1/10 day
- Each additional 3 hour period (or fraction thereof): 1/5 day

If the duration of the outage is more than 24 hours, then the credit shall be the daily pro-rated amount of the Customer's monthly Recurring Charge for the applicable Service for each day thereafter, in an aggregate amount not to exceed the monthly Recurring Charge for such Service. Credits under this provision shall be the Customer's sole remedy and TDS' sole liability for any Service outage.

10. **Support.** The following outlines TDS support boundaries and procedures for TDS Internet connectivity and access.

10.1 Warranty. Internet access equipment and/or Polycom® telephone sets purchased or leased from TDS is fully supported per the manufacturer's warranty period (individual manufacturer's warranties vary; check specific manufacturer for the warranty period). Extended warranty support programs may be available through TDS. Equipment leased or purchased from third party vendors, including vendors recommended by, are ***not*** supported by TDS.

10.2 Boundaries.

10.2.1 Purchased Equipment from TDS – The boundary is the Ethernet port on the router. Please note that the inside wiring between the Network Interface Device (NID) and the equipment is not supported.

10.2.2 Customer Provided Equipment – The boundary is the Network Interface Device (NID). When TDS is able to verify circuit integrity the support boundary is met.

10.2.3 NOTE: Firewalls, Virtual Private Networks (VPN) and network management are beyond the support boundaries provided by TDS for dedicated Internet services.

10.3 Activation.

10.3.1 Equipment Purchased from TDS – Customer is responsible for the configuration of equipment purchased from TDS.

10.3.2 Customer Provided Equipment – Configuration and installation of equipment not purchased or leased from TDS is the Customer's responsibility. TDS will provide the Customer with a list of relevant IP addresses for use in the configuration of the Customer's equipment. However, it is the Customer's responsibility to configure the equipment.

10.3.3 Limits – Activation is limited according to the boundaries listed in section 10.3.1 and 10.3.2 above.

10.4 Help Desk. Technical support is available **only through the TDS Help Desk.**

10.5 Unsupported Routers. Routers not purchased through TDS are unsupported. **TDS will not provide support services for unsupported routers.**

11. Term and Termination.

11.1 TDS will provide Customer with the Services pursuant to the rates, terms and conditions specified herein, commencing on the latter of the requested service date or the day following the date in which TDS notifies Customer that the Service is ready for use ("Service Commencement Date"). At the expiration of any Service Term, this Agreement shall continue in effect with respect to the Service on a month-to-month basis until canceled by either party on 30 days written notice; provided, however that the charges for the Service during any renewal period shall be at the then-current monthly rate charged by TDS for such Service. Unless specifically exempted, Services shall be subject to all general regulations applicable to the provision of Service and rates charged for such Service by TDS and stated in its general tariff including late payment charges, termination charges, and related expenses. Upon any termination of the Services herein, Customer shall return all TDS-owned equipment in good working condition to TDS, or Customer will be responsible for the full cost of the equipment. Customer is responsible for any damage to equipment provided by TDS.

11.2 Customers who terminate their Service prior to the expiration of the Term shall be liable for the repayment of any promotional credits, discounts or fee waivers including but not limited to installation fee waivers and for reimbursement of any special construction or non-recurring charges for Services or related facilities requested by Customer. Unless otherwise set forth under applicable tariff, if Customer terminates Service prior to expiration of the Term, Customer shall pay an early termination fee equal to: (a) the difference between the amount billed had the Customer been billed at the rate applicable under an agreement which had a term equal to the term between the effective date of this Agreement and the termination date; plus (b) the full purchase price of any equipment as shown above, minus the amounts already paid on a per month basis up to the date of termination. If there is a partial cancellation, any volume discounts going forward will be applied based only on the remaining volume. Either party may cancel this Agreement without liability in the event TDS is prohibited from providing service or if any material rate or term contained herein is substantially changed by final order of a court, administrative agency, or other body of competent jurisdiction. Termination charges will not apply if the Customer replaces the Service with a new contract with a term equal to or greater than the original term with a minimum commitment equal to at least 75% of the original commitment level under this Agreement. Each Service designation is deemed a separate service and cancellation of any single service shall not affect the other services ordered by Customer in this Agreement. Customer agrees that the forgoing early termination fees are fair and reasonable and that TDS's provision of the Services would not be commercially viable but for these Customer commitments.

11.3 This Agreement shall remain effective until terminated in accordance with the provisions set forth herein.

12. Subsequent Line Additions/Deletions. For each new line added to this Agreement after a 60-day grace period, installation charges will apply. Installation charges for advanced business products will be quoted at the time of request on an individual case basis. Subsequent feature deletions, after a 60-day grace period, will be assessed a service order charge per account.

13. Special Construction. Where facilities are not available or if equipment, new facilities or changes to existing facilities are required for the provision of additional services, a special construction charge will apply in addition to the monthly service charge. Customer may be required to pay additional charges or to contract for Services beyond the normal service term, or both.

14. Insurance. Each party shall maintain Commercial Workers' Compensation Insurance as required by law and Commercial General Liability Insurance with a minimum combined single limit of $1,000,000 per occurrence covering personal injury and property damage.

15. MISCELLANEOUS.

15.1 GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the State where the Services are performed (without giving effect to conflicts of law).

15.2 ATTORNEY'S FEES AND COSTS: In any action by a party to enforce its rights hereunder, the non-prevailing party shall pay the prevailing party's cost and expenses (including reasonable attorney's fees).

15.3 EXTRAORDINARY CIRCUMSTANCES: TDS shall not be liable for any failure to perform its obligations under this Agreement to the extent such failure is due to "Force Majeure". Force Majeure includes, but is not limited to, acts of God, strike, lockout or other interference with work, war, declared or undeclared, blockade, disturbance, lightning, fire, earthquake, storm, flood, explosion, network or other telecommunications failures, including suppliers, inability or delay in obtaining governmental or quasi-governmental approvals, consents, permits, licenses and any other cause whether of the kind specified above or otherwise which is not reasonably within the control of TDS.

15.4 ENTIRE AGREEMENT: This Agreement, and any Amendments, Addenda, and Statements of Work, together with any applicable tariffs, shall constitute the entire Agreement between Customer and TDS notwithstanding inconsistent or additional terms and conditions in Customer's purchase orders or other documents submitted to TDS. Any and all representations, promises, warranties or statements by TDS's agent(s) that differ in any way from the terms and conditions of this Agreement shall have no force or effect. This Agreement shall at all times be subject to such modifications as a PSC/PUC and/or the FCC may, from time to time, require under their respective jurisdictions and otherwise, this Agreement may be amended only by a written instrument executed by both parties.

15.5 CUSTOMER REPRESENTATIONS: The Customer represents that the person signing this Agreement on behalf of the Customer is a duly authorized representative of the Customer and has the authority to execute this Agreement on the Customer's behalf.

15.6 SEVERABILITY AND SURVIVAL OF TERMS: Any term or condition of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating any of the remaining terms or conditions of the Agreement. The following provisions shall survive any termination or expiration of this Agreement: Disclaimer of Warranties (in Section 4), Limitation of Liability (Section 5) and the Miscellaneous provisions (Section 15).

15.7 ASSIGNMENT: Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, and any such attempted assignment shall be void, except that TDS may assign this Agreement, or any of its rights or obligations hereunder in the event of any corporate reorganization, or to any subsidiary or affiliate, any purchaser of all or substantially all of the assets of TDS, or any entity with which or into which TDS may merge or consolidate, without the consent of Customer upon written notice to Customer.

15.8 TAXES: In addition to the payments required hereunder, Customer shall pay all sales, use, transfer and other taxes whether federal, state or local, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement excluding, however, any income taxes on fees paid to TDS by Customer.

15.9 WAIVER: A failure of either party to exercise any right provided for herein, shall not be deemed to be a waiver of any right hereunder.

15.10 ELECTRONIC DOCUMENTS: TDS hereby gives notice of its right to convert this Agreement to electronic format and retain this Agreement solely in an electronic format. TDS may provide this Agreement in electronic form or may provide a reproduction of this Agreement from its electronic copy in the event of any dispute regarding the rights and obligations of the parties under this Agreement. The parties agree that any document in electronic format or any document reproduced from an electronic format shall not be denied legal effect, validity, or enforceability and shall meet any requirement to provide an original or hard copy.

15.11 NETWORK MANAGEMENT: Information regarding TDS' Internet network management practices can be found under "Internet Network Management" on www.tdstelecom.com.

☐ **If switching to TDS Long Distance, Customer is responsible for cancellation of current long distance carrier service.**
Customer initials_______
☐ **If switching to TDS provided data service, Customer is responsible for cancellation of current data service.**
Customer initials _______

Authorization:
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written below.

City of De Pere *Customer Name*	*TDS*
By: *Signature – Authorized Representative*	By: *Signature – Authorized Representative*
 Print Name	Scott DeGroot *Print Name*
 Title	Account Executive *Title*
1/11/1012 *Date*	1/11/2012 *Date*

Item #10

De Pere Fire Rescue

Memo

To: Finance Committee

From: Robert Kiser, Fire Chief

Date: January 27, 2012

Re: Disposal of surplus equipment

The fire department has old equipment in storage in the basement of station 1:

Items to auction:

This department has old nozzles, cot, light bar, and miscellaneous parts. Request these items be sent to auction.

Prior to any sale or disposal, the department will notify the Brown County Historical Society for review.

Donation of turnout Pants and Coats:

Turnout coats and pants over 10 years old in accordance with NFPA standards cannot be used for interior structure firefighting.

The department has 20 sets of coats/pants that can be donated to foreign countries. In cooperation with charity organizations these units will be sent to South America. The last sets in 2009 were sent to Peru.

I am requesting to remove this equipment from our inventory.

CITY OF DE PERE

Fire Rescue Department
400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org

January 27, 2012

Finance Committee
City of De Pere

Re: Request to Purchase
From Act 102 funds
Cardiac Training Monitors

The De Pere Fire Rescue department receives funding from the State of Wisconsin EMS Division to assist in training and purchasing needed equipment outside the normal operations. Act 102 funds have been used for EMS training, purchase of rescue airbags, replacement of the cold-water rescue suits and Cardiac Monitors.

This year funds are available and the department plans to purchase Cardiac Training Monitors. This will replace the current training equipment currently in use. Current training monitors are outdated and modeled after the AED monitors we no longer have.

The monitors are used in CPR training of the professional rescuer, first responders and police officers. The training monitors are Lifepak CR monitor, Zoll AED Plus Trainer2, Simulator/Tester Analyzer.

The department is requesting approval of these Cardiac Training Monitors.

The purchase price will not exceed $2,700.00.

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

Robert Kiser
Fire Chief
De Pere Fire Rescue
rkiser@mail.de-pere.org
920-339-4085

De Pere Fire Rescue
400 Lewis Street
De Pere, WI 54115
(920) 339-4087
Fax: (920) 403-7883
e-mail: dpfire@mail.de-pere.org

January 31, 2012

Honorable Mayor Michael J. Walsh
Members of the Personnel and Finance Committee

Dear Mayor and Alderpersons:

We received a donation of $350.00 from Sahil & Rupa Tak of A Better Tomorrow Wisconsin Community Outreach, Inc. They came to our facility for a tour and presented us with a check. I am asking that you approve the acceptance of this money to be deposited in our donation account for further use.

Sincerely,

Robert Kiser
Fire Chief

To:	Mayor Michael J. Walsh Lawrence Delo, City Administrator Finance/Personnel Committee Members
From:	Joe Zegers, Finance Director
RE:	Investment Results-4th Quarter 2011
Date:	February 7, 2011

I have attached a worksheet which details the investment balances at December 31, 2011 as well as the percentage returns over the last 10 plus years. I will provide this report to the Finance/Personnel Committee on a quarterly basis. As can be seen from the worksheet, the results can vary from year to year and are probably best reviewed over a longer term such as 3-10 years. The December 31, 2011 percentage return results are considered in the 3-10 year analysis and as you can see because of it's short term of one year indicate volatility which would flatten out over a longer period of time. We have currently earned over $152,000 in investment earnings in the general fund account through December 31, 2011 while our budgeted amount is $380,000. Please feel free to contact me prior to the meeting should you have any questions on this matter.

City of De Pere Investment Results -12/31/11

	12/31/11	12/31/10	12/31/09	12/31/08	12/31/07	12/31/06	12/31/05	12/31/04	12/31/03	12/31/02	12/31/01	12/31/00	12/31/99	12/31/98	12/31/97
LGIP	0.14%	0.21%	0.48%	2.46%	5.02%	4.90%	3.09%	1.23%	1.14%	5.07%	4.12%	6.08%	4.79%	5.15%	5.22%
DANA	1.82%	2.55%	6.24%	2.72%	4.64%	4.29%	1.96%	2.97%	1.70%	4.86%	6.99%	6.38%	3.96%	4.41%	6.22%
Bank One	1.04%	1.98%	0.78%	6.36%	6.70%	3.79%	5.99%	0.75%	1.57%	5.87%	8.38%	8.91%	3.09%	6.18%	5.64%
Associated Wealth	0.14%	1.80%	4.81%	5.14%	5.25%	3.83%									

	BALANCE 12/31/11	Last 3 yrs	Last 5 yrs	Last 10 yrs
LGIP	$9,353,650.11	0.83%	1.67%	2.38%
DANA	$5,806,632.18	3.54%	3.60%	3.38%
Bank One	$4,717,248.61	1.27%	3.38%	3.49%
Associated Wealth	$85,290.45	2.25%	3.72%	

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

Date: 31 January 2012

Name of Employee: IAFF Local 141 **Case #:** 12-19

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 31 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Tuesday, January 31, 2012 Dan Young was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, "*The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department.*" This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week…"* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,
"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Dan Young's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature Daniel J Young

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 7 Feb 12

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

rcd 1/3/12 JJR

Date: 3 January 2012

Name of Employee: IAFF Local 141 **Case #:** 12-1

Job Classification: Captain/Paramedic

Date(s) Case Occurred: 3 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Tuesday, January 3, 2012 Kurt Weyers was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, "*The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department.*" This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, "*The normal workweek shall average fifty-six (56) hours per calendar week...*" Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

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"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Kurt Weyer's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature

Kurt Weyer

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 3 Jan 12

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

JAN - 9 2012

Date: 6 January 2012

Name of Employee: IAFF Local 141 **Case #:** 12-3

Job Classification: Captain/Paramedic

Date(s) Case Occurred: 6 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Friday, January 6, 2012 Rich Annen was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, "*The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department.*" This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, "*The normal workweek shall average fifty-six (56) hours per calendar week...*" Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, "*The salaries listed below are on an annual basis to be paid biweekly.*"

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"*The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties.*"

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Rich Annen's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: Jan. 9, 2012

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

Date: 16 January 2012

Name of Employee: IAFF Local 141 **Case #:** 12-10

Job Classification: Firefighter/EMT

Date(s) Case Occurred: 16 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Monday, January 16, 2012 Dan Hermans was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, "*The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department.*" This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, "*The normal workweek shall average fifty-six (56) hours per calendar week…*" Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.
Article 12: Salaries states, "*The salaries listed below are on an annual basis to be paid biweekly.*"

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,
"*The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties.*"

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Dan Hermans' pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation----File two copies, one will be returned with Management's reply)

Submitted on:

By:

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

rec'd 1/27/12

Date: 27 January 2012

Name of Employee: IAFF Local 141 **Case #:** 12-16

Job Classification: Captain/Paramedic

Date(s) Case Occurred: 27 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Friday, January 27, 2012 Al Matzke was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, "*The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department.*" This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, "*The normal workweek shall average fifty-six (56) hours per calendar week…*" Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, "*The salaries listed below are on an annual basis to be paid biweekly.*"

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Al Matzke's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature Allen Matzke

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 1-22-2012

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

Date: 21 January 2012

JAN 24 2012

Name of Employee: IAFF Local 141 **Case #:** 12-12

Job Classification: Firefighter/EMT

Date(s) Case Occurred: 21 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Saturday, January 21, 2012 Luke Riedi was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, "*The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department.*" This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, "*The normal workweek shall average fifty-six (56) hours per calendar week…*" Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, "*The salaries listed below are on an annual basis to be paid biweekly.*"

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"*The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties.*"

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Luke Riedi's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature Luke Riedi

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation----File two copies, one will be returned with Management's reply)

Submitted on:

By:

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

Date: 5 February 2012

Name of Employee: IAFF Local 141 **Case #:** 12-20

Job Classification: Lieutenant/EMT

Date(s) Case Occurred: 5 February 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Sunday, February 5, 2012 Ben Cheslock was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Ben Cheslock's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 7 Feb 12

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

Date: 29 January 2012

Name of Employee: IAFF Local 141 **Case #:** 12-18

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 29 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Sunday, January 29, 2012 Tom Hendricks was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Tom Hendricks' pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Thomas P. Hendricks

Employee Signature

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 9 Feb 12

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

JAN 12 2012

Date: 10 January 2012

Name of Employee: IAFF Local 141 **Case #:** 12-6

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 10 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Thursday, January 12, 2012 Ben Hermans was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.
Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,
"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Ben Hermans' pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 10 Jan 12

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

rcd 1/5/12 [illegible]

Date: 5 January 2012

Name of Employee: IAFF Local 141 **Case #:** 12-2

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 5 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Thursday, January 5, 2012 Todd Hendricks was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, "*The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department.*" This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.
Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,
"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Todd Hendricks' pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 1/5/12

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

JAN 12 2012

Date: 12 January 2012

Name of Employee: IAFF Local 141 **Case #:** 12-7

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 12 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Thursday, January 12, 2012 Ron Cody was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Ron Cody's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature Ronald M. Cody

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 12 Jan 12

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

Date: 15 January 2012

Name of Employee: IAFF Local 141 **Case #:** 12-9

Job Classification: Firefighter/EMT

Date(s) Case Occurred: 15 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Sunday, January 15, 2012 Rick DeWeert was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, "*The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department.*" This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, "*The normal workweek shall average fifty-six (56) hours per calendar week...*" Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.
Article 12: Salaries states, "*The salaries listed below are on an annual basis to be paid biweekly.*"

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,
"*The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties.*"

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Rick DeWeert's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature Richard W DeWeert

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 01-16-2012

By: Brett Jansen

rcd 1/27/12

DE PERE FIREFIGHTER'S LOCAL 141 GRIEVANCE FORM

Date: 26 January 2012

Name of Employee: IAFF Local 141 **Case #:** 12-15

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 26 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Thursday, January 26, 2012 Brett Jansen was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Brett Jansen's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature Brett [signature]

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation----File two copies, one will be returned with Management's reply)

Submitted on: 1-27-12

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

Date: 24 January 2012

Name of Employee: IAFF Local 141 **Case #:** 12-14

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 24 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Tuesday, January 24, 2012 Rod Deviley was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.
Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,
"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Rod Deviley's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 1-24-2012

By: Brett Jansen

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

Date: 28 January 2012

Name of Employee: IAFF Local 141 **Case #:** 12-17

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 28 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Saturday, January 28, 2012 Greg Brown was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, "*The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department.*" This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, "*The normal workweek shall average fifty-six (56) hours per calendar week...*" Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, "*The salaries listed below are on an annual basis to be paid biweekly.*"

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"*The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties.*"

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Greg Brown's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature

Gregory P. Brown

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation----File two copies, one will be returned with Management's reply)

Submitted on: 2-6-2012

By: Brett Jones

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

Date: 7 January 2012

Name of Employee: IAFF Local 141 **Case #:** 12-4

Job Classification: Lieutenant/Paramedic

Date(s) Case Occurred: 7 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Saturday, January 7, 2012 Carol Dalchow was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes her wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, "*The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department.*" This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, "*The normal workweek shall average fifty-six (56) hours per calendar week...*" Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces her salary which violates the labor agreement.
Article 12: Salaries states, "*The salaries listed below are on an annual basis to be paid biweekly.*"

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,
"*The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties.*"

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Carol Dalchow's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature Carol Dal

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: Jan 9, 2012

By: Tim Nelson

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

Date: 8 January 2012

Name of Employee: IAFF Local 141 **Case #:** 12-5

Job Classification: Lieutenant/Paramedic

Date(s) Case Occurred: 8 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Sunday, January 8, 2012 Ed Balcer was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,
"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Ed Balcer's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature Ed Bal

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation------File two copies, one will be returned with Management's reply)

Submitted on: Jan 9, 2012

By: Tom Nelson

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

Date: 19 January 2012

JAN 19 2012

Name of Employee: IAFF Local 141 **Case #:** 12-11

Job Classification: Firefighter/EMT

Date(s) Case Occurred: 19 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Thursday, January 19, 2012 Mike Wessley was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.
Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,
"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Mike Wessley's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature

Michael T. Wessley

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 1-19-2012

By: Brett Jansen

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

JAN 18 2012

Date: 14 January 2012

Name of Employee: IAFF Local 141 **Case #:** 12-8

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 14 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Saturday, January 14, 2012 Joel Pansier was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, *"The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department."* This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, *"The normal workweek shall average fifty-six (56) hours per calendar week..."* Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, *"The salaries listed below are on an annual basis to be paid biweekly."*

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties."

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Joel Pansier's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on:

By:

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

Date: 23 January 2012 JAN 24 2012

Name of Employee: IAFF Local 141 **Case #:** 12-13

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 23 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Monday, January 23, 2012 Dan Gatz was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, "*The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department.*" This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, "*The normal workweek shall average fifty-six (56) hours per calendar week...*" Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.

Article 12: Salaries states, "*The salaries listed below are on an annual basis to be paid biweekly.*"

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,

"*The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties.*"

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Dan Gatz's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation----File two copies, one will be returned with Management's reply)

Submitted on:

By:

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

Date: 7 February 2012

Name of Employee: IAFF Local 141 **Case #:** 12-21

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 7 February 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On Tuesday, February 7, 2012 Brian Thomson was ordered to take a mandatory furlough as ordered by Mayor Michael Walsh and the City of De Pere Common Council as part of the 2012 budget enacted in November, 2011. Local 141 is hereby grieving that action as a violation of the Collective Bargaining Agreement (CBA) between the City of De Pere and the De Pere Professional Firefighters Association Local 141. This action was taken unilaterally, and changes his wages, hours of work, and creates an unsafe work environment, which are subject to bargaining. Article 1: Recognition, of the labor agreement states, "*The City agrees to recognize representatives of the De Pere Professional Firefighters Association as the bargaining agents in the matter of wages, hours of work, and working conditions for all protective occupation employees of the Fire Department.*" This matter should have been brought forward to have its effect bargained in good faith and not unilaterally imposed. Article 8: Hours of Work states, "*The normal workweek shall average fifty-six (56) hours per calendar week...*" Line Personnel have always been paid 56 hours per week as stated in the CBA. The only time Line Personnel did not get paid 56 hours per week was in instances of FMLA leave, Military Leave, and unpaid leave of absences. These are member choices and not imposed by the City. Reducing his hours of work reduces his salary which violates the labor agreement.
Article 12: Salaries states, "*The salaries listed below are on an annual basis to be paid biweekly.*"

Salaries

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

Our pay is based on the above wage scale divided into 26 equal payments, paid bi-weekly. This change certainly violates the CBA in effect, and would fall under the category of wages, hours and working conditions. This would require the City to bargain the impact as opposed to the actions they have taken.

Throughout the entire budget process the City and the Common Council have maintained that this action of requiring furlough days to be taken is a result of the lack of funds. Article 10: Reduction in Work Force states,
"*The employer shall have the right to reduce the number of jobs or the number of hours worked in any classification because of a shortage of funds, lack of work or because of a change in organization or duties.*"

The City of De Pere claims to have a lack of funds however, reserve accounts, unscheduled pay raises, and increased revenue through additional fire service contracts would counter this argument.

In 2011 the De Pere Fire Department realized it's highest call volume in the history of the service countering the argument for lack of work.

In the 2012 budget a change was made to the organization increasing the duties of our members, a position was eliminated, and call backs were removed causing an increase to our member's duties countering this point also.

The membership of the De Pere Professional Firefighters Association IAFF Local 141 came to the City numerous times during the budget process willing to make concessions to the intact labor agreement, including incremental increases to the WRS pension contribution to eliminate the need for the Mayor and Council to enact mandatory furloughs. The City rejected our efforts.

Solution Requested:

It is with this evidence in mind that Local 141 request the City of De Pere immediately;

1. Follow the intact, mutually agreed upon, Collective Bargaining Agreement
2. Cease and desist all furloughs of the Members of IAFF Local 141
3. Make whole Brian Thomson's pay, retirement contributions, and Garcia Overtime pay lost as a result of this action.

Employee Signature

IAFF Local 141 President - Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted on: 7 Feb 12

By: Tom Nelson

DE PERE PROFESSIONAL FIREFIGHTERS ASSOCIATION
LABOR CONTRACT

AGREEMENT

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

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

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

ARTICLE 1
Recognition

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

ARTICLE 2
Fair Share

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

ARTICLE 3
Management Rights

The Association recognizes that, except as otherwise provided in this Agreement or as may affect the wages, hours, and working conditions of the members of the Association, the

ARTICLE 8
Hours of Work

Line Personnel

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

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

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

Day Personnel

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

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

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

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

1. Such substitution is made only between officers and between non-officers.

2. Such substitution is made only between employees with identical medical certification when the number of paramedics on duty are two less than the number of paramedics assigned to that shift.

3. Such substitution does not impose any additional cost on the City.

4. The officer in charge of the shift is notified and approves of the substitution.

5. Neither the Department nor the City is held responsible for enforcing any agreement made between employees. It is understood that an employee's first responsibility is to his/her position with the City.

6. Substitutions outside the parameters of this paragraph may be authorized by the Chief or the Chief's designee.

classification procedure shall as set out in **Attachment A** ("Scheduled Overtime Procedure"). Emergency overtime is overtime paged out on the pager system.

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

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

1. Payment for accumulated overtime under 240 hours. Any employee may request the payment of not less than twenty-five (25) nor more than fifty (50) earned hours of accumulated overtime per month by filing a written voucher requesting such payment with the Chief or his/her designee at least ten (10) days prior to the end of the last pay period of the month for which the request is made.

2. The provisions of this article dealing with the accumulation of overtime hours shall become effective on December 31, 1991 and any accumulated overtime hours in excess of 240 will be paid at the next regular payroll date. Until the effective date of this provision, the accumulation of overtime shall be as per past practice and procedure, subject to the limitations of the Fair Labor Standards Act.

ARTICLE 10
Reduction In Work Force

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

The employer shall maintain a reemployment list of all employees who lose their jobs due to a reduction in force. Such list shall be in the order of the employee's seniority at the time of the reduction in work force with the most senior being No. "1" on the list. Employees on the reemployment list shall maintain reemployment rights for one (1) year from the date they lose their jobs. Employees shall be recalled from the reemployment list in accordance with their seniority to the jobs, which they are qualified and physically capable of performing. Notice of reemployment shall be sent by the employer to the employee's last known address by registered letter or by personal contact, and the employee shall be required to respond within three (3) calendar days from the date of notification and be available for duty within fourteen (14) calendar days. Employees who do not respond to such employment notice within three (3) calendar days shall be removed from the reemployment list.

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

ARTICLE 11
Pay Period

Employees shall be paid biweekly.

ARTICLE 12
Salaries

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

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

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

Salaries

2011 = 2% Increase

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	45,381				
1-Year	48,201				
2-Year	51,024				
3-Year	53,845				
4-Year	56,667				
Maximum	59,488	61,133	64,161	65,540	67,538

2012 = 2% Increase

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	46,289				
1-Year	49,165				
2-Year	52,044				
3-Year	54,922				
4-Year	57,800				
Maximum	60,678	62,356	65,444	66,851	68,889

2013 = 3% Increase

Position	Firefighter	Mechanic	Lieutenant	Lt. Fire Insp.	Captain
Start	47,678				
1-Year	50,640				
2-Year	53,605				
3-Year	56,570				
4-Year	59,534				
Maximum	62,498	64,227	67,407	68,857	70,956

CITY OF DE PERE

Fire Rescue Department
400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org

January 13, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Ben Hermans

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 10 January 2012 regarding the furlough of Ben Hermans on January 10, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

a. To direct and supervise the work of its employees;
b. To hire, promote, and transfer employees;
c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Ben Hermans with the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Ben Hermans chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser

Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department
400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org

January 13, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Todd Hendricks

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 5 January 2012 regarding the furlough of Todd Hendricks on January 5, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

a. To direct and supervise the work of its employees;
b. To hire, promote, and transfer employees;
c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Todd Hendricks with the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Todd Hendricks chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser
Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

CITY OF DE PERE
Fire Rescue Department
400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org

January 13, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Ron Cody

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 12 January 2012 regarding the furlough of Ron Cody on January 12, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

a. To direct and supervise the work of its employees;
b. To hire, promote, and transfer employees;
c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Ron Cody with the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Ron Cody chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser

Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

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Fire Rescue Department
400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org

January 20, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Richard DeWeert

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 15 January 2012 regarding the furlough of Richard DeWeert on January 15, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

a. To direct and supervise the work of its employees;
b. To hire, promote, and transfer employees;
c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Richard DeWeert with the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Richard DeWeert chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

<u>The grievance is denied.</u>

If you have any additional questions, feel free to call.

Robert Kiser

Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

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January 27, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Brett Jansen

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 26 January 2012 regarding the furlough of Brett Jansen on January 26, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

a. To direct and supervise the work of its employees;
b. To hire, promote, and transfer employees;
c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Brett Jansen the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Brett Jansen chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser
Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

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January 27, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Rod Deviley

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 24 January 2012 regarding the furlough of Rod Deviley on January 24, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

a. To direct and supervise the work of its employees;
b. To hire, promote, and transfer employees;
c. To lay off employees for lack of funds or other legitimate reasons:
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties:
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Rod Deviley the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Rod Deviley chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser
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rkiser@mail.de-pere.org

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February 7, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Greg Brown

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 28 January 2012 regarding the furlough of Greg Brown on January 28, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

a. To direct and supervise the work of its employees;
b. To hire, promote, and transfer employees;
c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Greg Brown the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Greg Brown chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser
Fire Chief
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rkiser@mail.de-pere.org

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January 13, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Carol Dalchow

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 7 January 2012 regarding the furlough of Lieutenant Carol Dalchow on January 7, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

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c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Lieutenant Carol Dalchow with the right to "bump" her furlough to a less senior employee and avoid the hardships complained of in the grievance. Lieutenant Carol Dalchow chose not to exercise her contractual rights to do so. She cannot now complain that the city has violated the contract when it was her own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser
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rkiser@mail.de-pere.org

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January 13, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Ed Balcer

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 8 January 2012 regarding the furlough of Lieutenant Ed Balcer on January 8, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

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b. To hire, promote, and transfer employees;
c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Lieutenant Ed Balcer with the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Lieutenant Ed Balcer chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

<u>The grievance is denied.</u>

If you have any additional questions, feel free to call.

Robert Kiser
Fire Chief
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rkiser@mail.de-pere.org

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January 20, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Mike Wessley

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 19 January 2012 regarding the furlough of Mike Wessley on January 16, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

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c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Mike Wessley the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Mike Wessley chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser

Fire Chief
De Pere Fire Rescue
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rkiser@mail.de-pere.org

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January 20, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Joel Pansier

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 14 January 2012 regarding the furlough of Joel Pansier on January 14, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

a. To direct and supervise the work of its employees;
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c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Joel Pansier with the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Joel Pansier chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser

Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

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January 27, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Dan Gatz

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 23 January 2012 regarding the furlough of Dan Gatz on January 23, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

a. To direct and supervise the work of its employees;
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c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Dan Gatz the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Dan Gatz chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser
Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

CITY OF DE PERE

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February 7, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Brian Thomson

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 7 February 2012 regarding the furlough of Brian Thomson on February 7, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

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b. To hire, promote, and transfer employees;
c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Brian Thomson the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Brian Thomson chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser
Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department
400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org

February 7, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Dan Young

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 31 January 2012 regarding the furlough of Dan Young on January 31, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

a. To direct and supervise the work of its employees;
b. To hire, promote, and transfer employees;
c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Dan Young the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Dan Young chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser
Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department
400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
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January 13, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Kurt Weyers

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 3 January 2012 regarding the furlough of Captain Kurt Weyers on January 3, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

a. To direct and supervise the work of its employees;
b. To hire, promote, and transfer employees;
c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Captain Weyers with the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Captain Weyers chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser
Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

CITY OF DE PERE

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January 13, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Rich Annen

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 6 January 2012 regarding the furlough of Captain Rich Annen on January 6, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

a. To direct and supervise the work of its employees;
b. To hire, promote, and transfer employees;
c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Captain Annen with the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Captain Annen chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser
Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

CITY OF DE PERE

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January 20, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Dan Hermans

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 16 January 2012 regarding the furlough of Dan Hermans on January 16, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

a. To direct and supervise the work of its employees;
b. To hire, promote, and transfer employees;
c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Dan Hermans the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Dan Hermans chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser

Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department
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January 27, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Captain Al Matzke

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 27 January 2012 regarding the furlough of Captain Al Matzke January 27, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

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b. To hire, promote, and transfer employees;
c. To lay off employees for lack of funds or other legitimate reasons,
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities:
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Captain Al Matzke the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Captain Al Matzke chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser
Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department
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(920) 339-4087
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January 27, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Luke Riedi

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 21 January 2012 regarding the furlough of Luke Riedi on January 21, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

a. To direct and supervise the work of its employees;
b. To hire, promote, and transfer employees;
c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Luke Riedi the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Luke Riedi chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

<u>The grievance is denied.</u>

If you have any additional questions, feel free to call.

Robert Kiser
Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

CITY OF DE PERE

Fire Rescue Department
400 Lewis Street
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(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org

February 7, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Lt. Ben Cheslock

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 5 February 2012 regarding the furlough of Lt. Ben Cheslock on February 5, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

a. To direct and supervise the work of its employees;
b. To hire, promote, and transfer employees;
c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Lt. Ben Cheslock the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Lt. Ben Cheslock chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser
Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

CITY OF DE PERE
Fire Rescue Department
400 Lewis Street
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(920) 339-4087
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February 7, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Furlough Grievance – Tom Hendricks

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 29 January 2012 regarding the furlough of Tom Hendricks on January 29, 2012 as part of the mandatory furloughs required under the city's 2012 budget enacted November 2011.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force is vested exclusively in the City and is so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

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b. To hire, promote, and transfer employees;
c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

The City and Union have bargained over the implementation of furloughs by including in the collective bargaining agreement Article 10 regarding reduction in work force, which specifically includes language regarding reduction in hours in addition to reduction of jobs. Implementation of contract language previously bargained does not require additional negotiation.

Additionally, State Statues give budgeting authority to the Common Council. It determines, within sound budgeting principals, the level of city services to be provided within the State imposed levy limits and funding reductions.

Further, the furlough of employees does not violate the "normal" work week provisions of Article 8 nor the Salary provisions of Article 12 because neither of those articles provides a guarantee of either a 56 hour work week or payment of an annual salary. Additionally, the implementation of furloughs does not drop the department below minimum staffing levels as developed and implemented within the department by the fire chief.

Finally, Article 10 provides Tom Hendricks the right to "bump" his furlough to a less senior employee and avoid the hardships complained of in the grievance. Tom Hendricks chose not to exercise his contractual rights to do so. He cannot now complain that the city has violated the contract when it was his own actions that resulted in a wage reduction due to fewer hours worked.

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser
Robert Kiser
Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

Green Bay Fire Fighters Local 141

Representing Green Bay, Allouez, DePere and Austin Straubel Inter. Airport

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February 9, 2012

Finance Committee of the City of De Pere
City of De Pere
335 S. Broadway
De Pere, WI 54115

Re: Furlough Grievances – Greg Brown, Tom Hendricks, Dan Young, Ben Cheslock, Brian Thomson

Dear Finance Committee:

Local 141 has received and reviewed the response to the grievances filed by Local 141 on the furloughs mandated by the Common Council of the City of De Pere in the approved 2012 Budget. Local 141 would like to appeal the decisions of De Pere Fire Chief Robert Kiser in the denial of the grievances of our members.

Local 141 thanks you for your attention in this matter and looks forward to receiving a response from the Finance Committee.

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

Chad Bronkhorst
President
De Pere Professional Fire Fighters Assoc. – IAFF Local 141
chadbronkhorst@yahoo.com
920-680-2383

Cc: Tim Hawks – Local 141 Legal Council
Robert Kiser – City of De Pere Fire Chief

Green Bay Fire Fighters Local 141
Representing Green Bay, Allouez, DePere and Austin Straubel Inter. Airport

January 27, 2012

Finance Committee of the City of De Pere
City of De Pere
335 S. Broadway
De Pere, WI 54115

Re: Furlough Grievances – Al Matzke, Brett Jansen, Dan Gatz, Luke Riedi, Rod Deviley

Dear Finance Committee:

Local 141 has received and reviewed the response to the grievances filed by Local 141 on the furloughs mandated by the Common Council of the City of De Pere in the approved 2012 Budget. Local 141 would like to appeal the decisions of De Pere Fire Chief Robert Kiser in the denial of the grievances of our members.

Local 141 thanks you for your attention in this matter and looks forward to receiving a response from the Finance Committee.

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

Chad Bronkhorst
President
De Pere Professional Fire Fighters Assoc. – IAFF Local 141
chadbronkhorst@yahoo.com
920-680-2383

Cc: Tim Hawks – Local 141 Legal Council
Robert Kiser – City of De Pere Fire Chief

Green Bay Fire Fighters Local 141

Representing Green Bay, Allouez, DePere and Austin Straubel Inter. Airport

January 24, 2012

Finance Committee of the City of De Pere
City of De Pere
335 S. Broadway
De Pere, WI 54115

Re: Furlough Grievances – Mike Wessley, Dan Hermans, Rick DeWeert, Joel Pansier

Dear Finance Committee:

Local 141 has received and reviewed the response to the grievances filed by Local 141 on the furloughs mandated by the Common Council of the City of De Pere in the approved 2012 Budget. Local 141 would like to appeal the decisions of De Pere Fire Chief Robert Kiser in the denial of the grievances of our members.

Local 141 thanks you for your attention in this matter and looks forward to receiving a response from the Finance Committee.

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

Chad Bronkhorst
President
De Pere Professional Fire Fighters Assoc. – IAFF Local 141
chadbronkhorst@yahoo.com
920-680-2383

Cc: Tim Hawks – Local 141 Legal Council
Robert Kiser – City of De Pere Fire Chief

Green Bay Fire Fighters Local 141

Representing Green Bay, Allouez, DePere and Austin Straubel Inter. Airport

JAN 18 2012

January 17, 2012

Finance Committee of the City of De Pere
City of De Pere
335 S. Broadway
De Pere, WI 54115

Re: Furlough Grievances – Ben Hermans, Carol Dalchow, Kurt Weyers, Todd Hendricks, Ed Balcer, Rich Annen, Ron Cody

Dear Finance Committee:

Local 141 has received and reviewed the response to the grievances filed by Local 141 on the furloughs mandated by the Common Council of the City of De Pere in the approved 2012 Budget. Local 141 would like to appeal the decisions of De Pere Fire Chief Robert Kiser in the denial of the grievances of our members.

Local 141 thanks you for your attention in this matter and looks forward to receiving a response from the Finance Committee.

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

Chad Bronkhorst
President
De Pere Professional Fire Fighters Assoc. – IAFF Local 141
chadbronkhorst@yahoo.com
920-680-2383

Cc: Tim Hawks – Local 141 Legal Council
Robert Kiser – City of De Pere Fire Chief

DE PERE FIREFIGHTER'S LOCAL 141
GRIEVANCE FORM

rcd 1/26/12 JS

Item #17

Date: 26 January 2012

Name of Employee: Brett Jansen **Case #:** 12-51

Job Classification: Firefighter/Paramedic

Date(s) Case Occurred: 11 January 2012 **Where case occurred:** De Pere Fire, Station 1

Description of Case (Incident):

On January , 2012, I completed a City of De Pere Voucher Slip requesting 24 hours of Vacation time for Thursday January 19, 2012. At the time of request, there was only one person listed as off on the Shift Office wall calendar, and in the **Firehouse** database (Captain Annen scheduled for 24 hours vacation time). Article 20 of the current, intact, mutually agreed upon Collective Bargaining Agreement (CBA) between the City of De Pere (City) and the De Pere Professional Firefighter's Association, IAFF Local 141 (Association) states under the heading Vacation Scheduling;

"(b) Two (2) non-officer members may be off on vacation on the same date, but only one (1) officer may be off at a time."

As my employment status is that of Firefighter/ Paramedic, and not as an officer, my request meets the requirements of the contract and therefore should have been approved without hesitation.

The reason for the denial of my request stems from a Memo issued to Association Members by Chief Kiser dated December 28, 2011. This Memo states;

"Furloughs will take priority over vacation and comp time. The two personnel off will include a person on furlough"

This Memo directly and deliberately attempts to unilaterally circumvent and change the language and content of the intact CBA, and flies in the face of the following statements found on page 1 of the aforementioned document;

Agreement

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

Article 3

Management Rights

"The Association recognizes that, except as otherwise provided in this Agreement or as may affect the wages, hours, and working conditions of the members of the Association, the..."

Notwithstanding the clear violation of the current CBA language, the Association further references the Grievance Agreement dated January 8, 2010 between the City and Association through which, the Association in good faith, compromise, and understanding came to a one-time, limited term agreement to hold in abeyance a Grievance on an earlier attempt by the City to unilaterally change Vacation scheduling in an effort to reduce overtime costs. (See Directive dated 11/25/09). This agreement specifically states;

"It was, and remains, Local 1998's position that the collective bargaining agreement obligates the City to allow two (2) bargaining unit members off on vacation on the same date."

"This agreement to waive the terms of the collective bargaining agreement is non-precedent setting and is not to be used in future arbitration proceedings of any kind.

On the above basis and with your agreement Local 1998 will withdraw the grievance, reserving the right to re-file in the event of future violations."

This most recent attempt to unilaterally circumvent the current, in force CBA, and directly disregard the good faith agreement between the City and Association in 2010, by attempting the same measures, lends credence to the belief that the City does not hold the CBA, and agreement of 2010 in the same high regard as the Association, and instead can arbitrarily enact changes as it sees fit without consequence.

Solution Requested:

1. Follow the current, intact Collective Bargaining Agreement.
2. Immediately repeal the limitations on Vacation time.
3. Award overtime amount to members entitled, if staffing replacement was needed

Employee Signature

Brett Jensen

Chairman Grievance Comm. Chad Bronkhorst

(attach all relative documentation-----File two copies, one will be returned with Management's reply)

Submitted On: 26 Jan 12

Submitted By: Tom Nelson

CITY OF DE PERE
VOUCHER

Employee # 335

Employee Name Brett Jansen Department Fire

Vacation Leave [X] Other Time Off [ ] Comp Time Off [ ] Holiday Leave [ ]

Explain:

Dates(s) to be absent from duty: Jan 19, 2012 Number of Hours Off 24

Comp. Time Earned [ ] Actual Hours Worked ______ O.T. Hours Earned ______

Date Overtime Occurred: ______ Reason For Overtime: ______

★ ★ ★ ★ ★ ★ ★ ★ ★

Employee's Signature [signature] Date 1-11-12

Approved [ ] Denied [X] If Denied, Reason for Denial: 2 people already off
See Memo from Chief Dated 12-28-11

Supervisor's Signature [signature] Date 1-16-12

Rev. 8/99

De Pere Professional Firefighters Assoc.
IAFF Local 1998
400 Lewis Street
De Pere, WI 54115

January 8, 2010

Chief Robert Kiser

RE: Vacation Grievance Settlement

Dear Chief Kiser:

This is in regard to the vacation grievance filed by Local 1998. As you know, Local 1998 filed a grievance objecting to the unilateral decision to reduce the number of bargaining unit members allowed on vacation on the same date. We had a meeting to discuss the grievance on January 5, 2010. It was, and remains, Local 1998's position that the collective bargaining agreement obligates the City to allow two (2) bargaining unit members off on vacation on the same date. That said, Local 1998 will agree to a limited waiver the collective bargaining agreement to allow the City to restrict vacations to one (1) bargaining unit member off on vacation on each day until April 1, 2010 or at least two bargaining unit members return from light duty, whichever occurs first.

This agreement to waive the terms of the collective bargaining agreement is non-precedent setting and is not to be used in future arbitration proceedings of any kind.

On the above basis and with your agreement Local 1998 will withdraw the grievance, reserving the right to re-file in the event of future violations.

Please indicate your agreement with the above on the signature line below.

Sincerely yours,

Alan Matzke, President

DePere Fire Fighters Local 1998

Agreement

Fire Chief Robert Kiser

De Pere Fire Rescue

Memo

To: All Personnel

From: Robert Kiser, Fire Chief

Date: December 28, 2011

Re: Implementation of furloughs

Please note:

Furloughs will take priority over vacation and comp time. The two personnel off will include a person on furlough.

Therefore, Example: 1 person on furlough and 1 person on vacation will be "two personnel off." Or any combination of such.

If an officer is on furlough, the other officer may take vacation time. All actings will get acting pay.

When on furlough 7AM to 7AM the next day. -- The personnel on furlough will not:

1. Carry a pager, radio or both.
2. Carry their protective gear.
3. Respond to any fire calls or EMS calls no matter how sever.
4. Answer business phone calls from the department or city during the 24 hour.

Any questions, feel free to see me.

Robert Kiser
Fire Chief
De Pere Fire Rescue
De Pere WI 54115

rkiser@mail.de-pere.org

920-339-4085 work
920-403-7883 fx

De Pere Fire Rescue

DIRECTIVE

To: Fulltime Personnel

From: Robert Kiser, Fire Chief RK

Date: November 25, 2009

Re: Vacation Scheduling Jan 1 to April 1 2010

Attention: Due to a reduction in the workforce due to injuries, the following change in schedule is to take place.

Signing for vacations during January 1 to April 1, 2010 only one (1) person will be allowed on vacation per shift.

This change is necessary to reduce to overtime expenses in 2010. Remember, this change is for the Months of January, February, and March of 2010 only.

ARTICLE 20
Vacations

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

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

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

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

Vacation Schedule For Line Personnel

a. Three (3) working days after one (1) year of employment.
b. Six (6) working days after two (2) years of employment.
c. Seven (7) working days after five (5) years of employment.
d. Nine (9) working days after eight (8) years of employment.
e. Ten (10) working days after ten (10) years of employment.
f. Eleven (11) working days after thirteen (13) years of employment.
g. Twelve (12) working days after sixteen (16) years of employment.

h. Fifteen (15) working days after twenty (20) years of employment.
i. Sixteen (16) working days after twenty-five (25) years of employment.

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

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

Day Personnel

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

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

Vacation Scheduling

The vacation selection process shall be per the following:

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

e. Any vacation day selected after April 15 shall be treated the same as holiday or accrued time, except that vacation days may be selected more than thirty (30) days in advance.

f. Vouchers shall be filled out properly and signed by the member and the Chief or shift officer.

g. The vacation schedule shall be posted in each department quarters on or before the first day of January.

h. A member may cancel his/her vacation at any time up to when the vacation period/day starts.

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

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

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

Schedule Changes

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

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

WHERE:

a = number of vacation hours due January 1 of year of transfer less hours used in year of transfer (including any carryover)

b = total annual vacation hours due for employee of equal tenure on January 1 of the year of transfer under the schedule to be transferred to

c = total annual vacation hours due the employee as of January 1 of the year of transfer (excluding any carryover)

CITY OF DE PERE

Fire Rescue Department
400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org

January 27, 2012

Chad Bronkhorst
President
De Pere Professional Firefighters Assoc.
IAFF Local 141
400 Lewis Street
De Pere WI 54115

RE: Vacation Grievance – Brett Jansen

Dear Mr. Bronkhorst:

I have received and reviewed the grievance dated 26 January 2012 regarding Brett Jansen on January 16, 2012 requested a vacation on January 19, 2012.

The city's responses to you claims are as follows:

The management of the City and its business and the direction of its work force are vested exclusively in the City and are so recognized under Article 3 of the Collective Bargaining Agreement between the parties. In particular:

ARTICLE 3 Management Rights

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

a. To direct and supervise the work of its employees;
b. To hire, promote, and transfer employees;
c. To lay off employees for lack of funds or other legitimate reasons;
e. To plan, direct, and control operations;
f. To determine to what extent any process, service or activity shall be added, modified or eliminated;
g. To introduce new or improved methods or facilities;
i. To assign duties;
j. To issue and amend reasonable work rules.

Please review the Paragraph below on vacation Scheduling.

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

This paragraph gives management full right to establish the amount of people allowed off duty through vacation scheduling. And currently, with personnel on furlough and a city directive that furloughs will not cause overtime I must restrict time off to "**the remaining staff to perform the necessary duties of the department**" do not give many options with a minimum staffing level of 6.

Your contention of item b. Two (2) Non-officer Members may be off on vacation...... I view this as a guideline. The term is MAY and offers no guarantee that 2 WILL be allowed off. In past practice management has ordered no vacations on days due to "**the necessary duties of the department"** and at the same time due to shift changes, we have allowed 3 personnel on vacation (9-member shift).

For the Reasons set forth and described above:

The grievance is denied.

If you have any additional questions, feel free to call.

Robert Kiser

Fire Chief
De Pere Fire Rescue
De Pere WI 54115
rkiser@mail.de-pere.org

Green Bay Fire Fighters Local 141

Representing Green Bay, Allouez, DePere and Austin Straubel Inter. Airport

CITY OF DE PERE RECEIVED FEB - 7 2012 CITY ATTORNEY

February 7, 2012

Finance Committee of the City of De Pere
City of De Pere
335 S. Broadway
De Pere, WI 54115

Re: Vacation Grievance – Brett Jansen

Dear Finance Committee:

Local 141 has received and reviewed the response to the grievance filed by Local 141 on the change to vacation scheduling as issued by Fire Chief Robert Kiser. Local 141 would like to appeal the decisions of De Pere Fire Chief Robert Kiser in the denial of the grievance.

Local 141 thanks you for your attention in this matter and looks forward to receiving a response from the Finance Committee.

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

Chad Bronkhorst
President
De Pere Professional Fire Fighters Assoc. – IAFF Local 141
chadbronkhorst@yahoo.com
920-680-2383

Cc: Tim Hawks – Local 141 Legal Council
Robert Kiser – City of De Pere Fire Chief