



Finance/Personnel Committee

Regular Meeting

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

Agenda

Tuesday, January 10, 2017	7:30 PM	De Pere City Hall Council Chambers
---------------------------	---------	------------------------------------

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **January 10, 2017** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

Call to Order

1. Roll Call
2. Approval of Minutes of the December 13, 2016 Regular Meeting of the Finance/Personnel Committee
3. Police Department Overtime Report for December 2016
4. Fire Department Overtime and EMS/Lifequest Billing Report for December, 2016.
5. Review of a property appraisal request for Parcel ED-881 for New Leaf Market Cooperative. *
6. Brown County Tax Collection Agreement*
7. Consideration of Police Department Participation in Brown County Click it or Ticket and Speed Task Force 2017*
8. Consideration of various ordinance updates*
9. Approve emergency funding for replacement of unit heaters. *
10. Consider Assistant Chief Vacancy for the Fire Department.*
11. Public Comment and announcements.
12. Future agenda items.
13. Adjournment

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

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

Agenda Sent To:
Alderspersons
City Administrator
Mayor

Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Lynn Walter, New Leaf Market Co-op

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: January 10, 2017

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Approval of Minutes of the December 13, 2016 Regular Meeting of the Finance/Personnel Committee

ATTACHMENTS:

- December 13, 2016 Minutes-DRAFT (PDF)



Finance/Personnel Committee

Regular Meeting

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

Draft Minutes

Tuesday, December 13, 2016

7:30 PM

De Pere City Hall Council Chambers

Call to Order. Mayor Michael J. Walsh called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on December 13, 2016, at De Pere City Hall Council Chambers, 335 South Broadway Street, De Pere, Wisconsin.

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

Also Present: City Administrator Lawrence Delo, Police Chief Derek Beiderwieden, Fire Chief Alan Matzke, Economic and Planning Director Kimberly Flom, City Attorney Judith Schmidt-Lehman, Finance Director Joe Zegers and Scott Hemauer.

- Approval of the Minutes of the November 9, 2016 Regular Meeting of the Finance/Personnel Committee.

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

- Police Department Overtime Report for November 2016.

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

- Fire Department Overtime and EMS/LifeQuest Billing Reports for November, 2016.

Aldersperson Donovan questioned staffing replacement on the Overtime Report. Fire Chief Matzke advised the current situation is because of one firefighter who has separated with the City due to long-term medical illness, and four others with medical injuries, one with FMLA, for five total spots down. Fire Chief Matzke further advised that this causes staffing to routinely fall below the minimum requirement of six, which by contract causes backfill, and explains staffing replacement being significantly higher than the previous month. A new firefighter is starting in January, which will ease staffing replacement.

Aldersperson Lueck congratulated Fire Chief Matzke on his new position.

Attachment: December 13, 2016 Minutes-DRAFT (5419 : Approval of Minutes of the December 13, 2016 Regular Meeting of the

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

5. Consideration of request of HZ Properties, LLC to amend its Revolving Loan Fund Loan Agreement.

Alderperson Donovan questioned whether there will no longer be a personal guaranty on the loan, and Economic and Planning Director Flom advised that the personal guaranty and life insurance will continue on the loan, although it will now be in Scott Hemauer's name only, and City's second position on mortgage will be maintained as well.

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

6. Consideration of adopting ordinances Prohibiting Prowling and Misuse of 911*

Upon Mayor Walsh's Motion to Approve, Alderperson Crevier questioned whether these two ordinances would be heard together, and the Mayor clarified that would be the intention of his Motion. Motion was seconded by Alderperson Donovan.

Chief Beiderwieden advised that the prowling ordinance is being proposed to address issues that officers are facing in the field and City currently has no ordinance in place for those activities. Police Department personnel asked for a prowling ordinance to be brought forward because when officers are currently encountering people at night in side or backyards or around buildings, it can be difficult to take enforcement action. When trespassing is pursued, officers are required to find a property owner or user and confirm whether the person belongs there. With prowling, a number of other communities' ordinances were reviewed, and Green Bay's was used as a format for developing a proposed ordinance. Alderperson Crevier asked about having to go back on arrests where someone is misidentified as prowling. Chief Beiderwieden advised that an officer can still cite based upon the facts and circumstances of each instance and the identifying information collected from the person(s) involved, and the court can ultimately enforce or dismiss this type of citation, much like any other citation that is issued. Alderperson Donovan asked if the proposed ordinance is proactive or if there is a problem, to which Chief Beiderwieden responded that it would be helpful to have ordinance for prowling in place, which, when enforced, may be able to stop other offenses from occurring, such as burglary.

Misuse of 911 happens occasionally throughout the year when 911 is called for a non-emergency. When Brown County 911 Center is called, the De Pere Police Department responds to each and every call received for the City by sending an officer to investigate, which ties up resources on misuse of 911 calls. The proposed ordinance is an attempt to reduce the number of chronic misusers of 911. Alderperson Lueck questioned whether some of wording in the proposed ordinance is consistent with the intent of the ordinance, and Chief Beiderwieden clarified that the intent of the ordinance is for those types of

situations where children play with a phone chronically or for those who may report true non-emergency situations that abuse police resources, not for those who do report an actual emergency situation, but may provide facts that are slightly inconsistent with the situation. Attorney Judith Schmidt-Lehman indicated that the paragraph questioned does fit the needs of Department in terms of the misuse calls received, and that only two other ordinances of this type were found in place statewide, in Brown County and Madison, but offered that the language could be revised slightly, prior to submitting to Council for approval. Alderperson Crevier asked about how and when the ordinance would be enforced, to which Chief Beiderwieden indicated that because every call is investigated, the Responding Officer would have information about history of 911 misuse when responding, or a history would begin to be developed, even on the first call made. Alderperson Crevier asked about the penalty for this offense, and Attorney Schmidt-Lehman advised that a current Resolution is in place which is a catch-all for Chapter 8 offenses that aren't otherwise listed. This would remain in place until the Chief and Municipal Judge would have an opportunity to review whether they want to have different forfeiture amounts assigned for both proposed ordinances.

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

7. Consider amendment to Special Event Ordinance to require indemnification of City by Permittee*

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

8. Consideration of approval of Medical and Pharmacy Plan Agreements *

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

9. Consideration of 2016 Short Term Borrowing terms.

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

10. Public Comment and announcements.

None.

11. Future agenda items.

None.

12. Adjournment.

Upon Motion of Mayor Walsh, seconded by Alderperson Crevier, the Finance/Personnel Committee unanimously adjourned at 7:48 PM.

Respectfully submitted,
Angela Zills

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: January 10, 2017

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Police Department Overtime Report for December 2016

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

Training hours for December were for SWAT training and a mandatory firearms training.

The staffing hours remain high due to one officer still in field training in December and some use of Family Medical Leave Act time off. The new officer training will continue until the middle of January.

Miscellaneous OT of 16.75 hours is comprised of Patrol 1.5 fraction allotments and 8 hours of K-9 drug sniffs at schools and public presentations.

The Reimbursed Miscellaneous OT of 5.5 hours is comprised of OWI Task Force.

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

ATTACHMENTS:

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

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

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

Total Overtime Budget: \$133,357.00

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

Percent of Total Budget: 108.74%

NOTES:

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

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

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

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

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

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

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

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

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

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

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

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

OVERTIME BY REASON 2015

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

Total Overtime Budget: \$150,000.00

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

Percent of Total Budget: 81.48%

NOTES:

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

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

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

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

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

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

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

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

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

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

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

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

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

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*++	TOTAL
OFFICER SICK RELIEF	42.00	8.00	21.00	29.00	71.50	12.50	30.50	71.75	60.50	119.50	113.50	38.50	618.25
OFFICER WORKED ON HOLIDAY	8.00	8.00	36.00	4.00	80.75	20.00	60.00	2.25	121.75	4.00	64.00	77.00	485.75
OFFICER FOR COURT	13.00	10.50	12.00		22.00	34.00	8.00	2.00	48.25	29.50	14.50	6.00	199.75
OFFICER TRAINING	40.50	42.50	155.75	227.50	132.25	191.00	35.00	90.25	45.25	131.00	209.50	103.25	1403.75
OFFICER RELIEF FOR FUNERAL		7.50		7.50	4.00								19.00
OFFICER ATTEND MEETING	14.00	10.00	20.00	14.00	4.50	15.50	10.00	7.50	16.00	7.00	2.50	11.50	132.50
STAFFING LEVEL	8.00	19.00	34.50	28.50	135.50	142.50	159.00	172.00	131.00	173.00	154.00	107.50	1264.50
INVESTIGATION	39.50	25.50	18.25	49.50	47.00	28.75	55.00	41.00	26.00	37.75	73.00	21.00	462.25
HONOR GUARD FOR FUNERAL		7.50						3.00			15.00		25.50
SCHOOL LIAISON REIMBURSED	21.50	20.00	7.00	17.50	26.00	13.50		9.50	56.50	39.00	15.50	11.00	237.00
COMMUNITY RELATIONS										16.50	5.50		22.00
SPECIAL ASSIGNMENT						9.00	2.00		4.00	4.00	28.00		47.00
SPECIAL ASSIGNMENT REIMBURSED		12.50			197.75								210.25
MISCELLANEOUS	8.00	17.25	46.00	15.50	36.75	18.00	11.25	27.50	23.25	21.75	32.00	16.75	274.00
MISCELLANEOUS REIMBURSED	76.50	42.00	112.00	89.00	43.00	24.00	14.00	19.50	7.00	25.00	39.50	5.50	497.00
Gross OFFICER OVERTIME	271.00	230.25	462.50	482.00	801.00	508.75	384.75	446.25	539.50	608.00	766.50	398.00	5898.50
SUBTOTAL REIMBURSED OVERTIME	(98.00)	(74.50)	(119.00)	(106.50)	(266.75)	(37.50)	(14.00)	(29.00)	(63.50)	(64.00)	(55.00)	(16.50)	(944.25)
NET OFFICER OVERTIME	173.00	155.75	343.50	375.50	534.25	471.25	370.75	417.25	476.00	544.00	711.50	381.50	4954.25
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: \$140,000
Expenditures through 12/23/2016 \$173,667
Percent of Total Budget: 124.05%

NOTES:

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

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

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

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

Attachment: December 2016 PD OT Report (5408 : Police December Overtime 2016)

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: January 10, 2017

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Fire Department Overtime and EMS/Lifequest Billing Report for December, 2016.

ATTACHMENTS:

- FIRE DEPT_DEC OT REPORT (PDF)

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

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	120.00	87.00	165.00	154.25	177.00	112.25	110.25	62.50	242.25	57.75	36.00	218.00	1,542.25
EMS TRAINING	63.00	301.50	91.00	89.50	59.00	12.00	4.75	4.50	78.00	52.00	85.50	75.50	916.25
FIRE TRAINING	0.00	6.75	30.75	0.00	16.50	147.75	57.00	39.75	14.50	41.00	35.75	12.00	401.75
RESCUE CALLS	11.50	8.50	23.25	7.00	14.25	11.00	13.75	2.00	7.75	9.25	3.00	7.50	118.75
FIRE CALLS	0.00	0.00	3.75	0.75	0.00	0.00	0.75	0.00	0.00	0.75	0.00	1.00	7.00
MEETINGS	141.50	132.75	65.50	90.50	56.00	56.50	147.00	20.75	12.50	46.00	52.75	33.25	855.00
STAFFING REP.	216.00	43.50	65.25	36.00	105.50	72.50	118.25	276.00	85.50	55.50	107.25	81.00	1,262.25
MAINTENANCE	4.50	1.00	5.25	3.00	16.50	0.00	0.00	0.00	0.00	12.00	3.00	0.00	45.25
PUB. ED.	0.00	19.25	37.50	14.00	24.50	38.25	14.25	3.50	7.00	64.50	3.00	12.00	237.75
SPECIAL EVENTS	0.00	0.00	0.00	0.00	0.00	168.50	101.00	0.00	97.25	0.00	0.00	0.00	366.75
# FIRE RUNS	28.00	25.00	14.00	28.00	22.00	32.00	37.00	30.00	25.00	25.00	19.00	41.00	326.00
# of EMS RUNS	170.00	156.00	184.00	165.00	173.00	197.00	138.00	161.00	166.00	142.00	142.00	144.00	1,938.00
DISPATCH ERRORS	4.00	0.00	5.00	5.00	6.00	7.00	5.00	12.00	10.00	5.00	4.00	3.00	66.00
TOTAL HRS.	556.50	600.25	487.25	395.00	469.25	618.75	567.00	409.00	544.75	338.75	326.25	440.25	5,753.00

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2016

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

Special Events included in Overtime

Total Overtime Budget \$100,000, Expenditures through December 30, 2016 \$109,176, 109%

Attachment: FIRE DEPT_DEC OT REPORT (5412 : Fire Department Overtime and EMS/Lifequest Billing Report for December, 2016.)

**DE PERE FIRE RESCUE
DECEMBER 2016
*OVERTIME CAUSED BY SICK LEAVE**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
12/22/16	24	36
12/27/16	24	36
TOTALS	48	72

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

EMS MEDICAL BILLING MONTHLY REPORT

	JAN. '16	FEB. '16	MAR. '16	APR. '16	MAY '16	JUNE '16
CHARGES	94,535	89,639	87,567	104,417	98,089	93,720
PAYMENTS	51,525	50,957	53,968	62,433	47,681	50,854
ADJUSTMENTS	34,515	30,457	35,733	37,088	39,421	35,671
WRITE OFFS	8,542	50,513	84	10,521	7,842	2,673

	JULY '16	AUG. '16	SEPT. '16	OCT. '16	NOV. '16	DEC. '16
CHARGES	131,310	80,686	46	5	5	0
PAYMENTS	58,072	57,230	63,879	25,550	16,921	0
ADJUSTMENTS	44,824	35,856	4,616	1,360	130	0
WRITE OFFS	5,255	10,755	9,166	3,503	4,135	0

Payments to EMS	
Jan. 2016	4,307
Feb. 2016	3,986
March 2016	4,270
April 2016	5,771
May 2016	3,954
June 2016	4,122
July 2016	4,734
Aug. 2016	4,640
Sept. 2016	5,361
Oct. 2016	2,412
Nov. 2016	2,146
Dec. 2016	0
Total Paid	\$45,703

LIFEQUEST MEDICAL BILLING MONTHLY REPORT

	JAN. '16	FEB. '16	MAR. '16	APR. '16	MAY '16	JUNE '16
CHARGES						
PAYMENTS						
ADJUSTMENTS						
WRITE OFFS						

	JULY '16	AUG. '16	SEPT. '16	OCT. '16	NOV. '16	DEC. '16
CHARGES			72,313	107,555	79,709	
PAYMENTS			0	10,906	42,469	
ADJUSTMENTS			0	13,652	35,345	
WRITE OFFS			0	0	0	

Payments to LifeQuest	
Jan. 2016	
Feb. 2016	
March 2016	
April 2016	
May 2016	
June 2016	
July 2016	
Aug. 2016	
Sept. 2016	0
Oct. 2016	491
Nov. 2016	1,911
Dec. 2016	
Total Paid	\$2,402

DE PERE FIRE RESCUE **STRUCTURAL FIRE "STILL" ALARMS FOR DECEMBER 2016**



Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
12/01/2016	144 N. Wisconsin Street	A	Gas odor	A111, E111, E121	Investigate, false alarm
12/08/2016	2004 Commercial Way (Village of Bellevue)	C	Structure Fire	C190, E111	Extinguishment
12/08/2016	2188 Swanstone (Town of Ledgeview)	B	Structure Fire	L111	Dispatched, canceled en route
12/09/2016	2000 Enterprise Drive	B	Fire alarm sounding	E111, L111	Investigate, malfunction
12/09/2016	2195 Trailside	C	Fire alarm sounding	E121	Investigate, batteries replaced
12/09/2016	650 S. Michigan Street	C	Fire alarm sounding	E111, E121, L111	Investigate, power surge set off alarm
12/10/2016	1570 Fire Lane Drive (Village of Bellevue)	A	Tractor trailer fire	E111	Provide manpower
12/11/2016	1020 S. Erie Street	C	Gas Leak	E111, E121, L111	Investigate, remove hazard
12/14/2016	2001 Lawrence Drive	B	Fire alarm sounding	E111, E121	Investigate, false alarm
12/14/2016	1320 Scheuring Road	A	Odor of smoke	E111	Investigate, cleaning oven
12/15/2016	2001 Lawrence Drive	A	Fire alarm sounding	E111, E121, L111	Investigate, false alarm
12/15/2016	2001 Lawrence Drive	A	Fire alarm sounding	E111, L111	Investigate, false alarm
12/15/2016	1820 Enterprise Drive	A	Fire alarm sounding	E111	Investigate, false alarm
12/15/2016	1960 Bellevue Street (Village of Bellevue)	B	Structure Fire	E111	Dispatched, canceled en route

Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
12/15/2016	2026 Dickinson Road (Town of Ledgeview)	B	Chimney Fire	C190, L111	Extinguishment, salvage and overhaul
12/16/2016	116 S. Broadway	C	Fire alarm sounding	E111	Investigate, false alarm
12/17/2016	512 N. 10th Street	B	Smoke alarm sounding	E121	Investigate, malfunction
12/18/2016	608 N. Ontario Street	B	Building fire	C190, C390, C503, C1890, A6011, A6021, L111, L311, E111, E121, E521, E1811	Cleaning stove, ventilate
12/18/2016	112 Rocky Road (Sturgeon Bay)	C	Building fire	E111	Provide apparatus
12/19/2016	1420 Fortune Avenue	A	Sprinkler activation	C101, A111, E111, E121	Investigate, malfunction
12/19/2016	1515 Grace Street	A	Excessive heat	C101, C390, C502, C1890, E111, E121, E521, E1811, L311	Investigate, washing machine malfunction
12/20/2016	333 N. Broadway	A	Fire alarm sounding	E111, E121	Investigate, elevator malfunction
12/22/2016	1220 S. Erie Street	B	Fire alarm sounding	C101, E111	Investigate, malfunction
12/23/2016	958 Hickory Avenue	A	Carbon monoxide detector sounding	E111	Investigate, replace batteries
12/24/2016	2084 Terry Lane	B	Carbon monoxide detector sounding	E111, E121	Investigate, replace batteries
12/24/2016	425 Aloysius Court	B	Carbon monoxide detector sounding	E121	Investigate, ventilate
12/26/2016	2121 American Blvd.	B	Fire alarm sounding	E111, E121	Investigate, forklift struck pull station
12/27/2016	2121 American Blvd.	C	Fire alarm sounding	E111, E121	Investigate, false alarm

4.a

Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
12/27/2016	2001 Lawrence Drive	A	Fire alarm sounding	E121, L111	Investigate, false alarm
12/31/2016	1001 Main Avenue	A	Possible gas leak	E111, E121	Investigate, malfunction

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: January 10, 2017

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Review of a property appraisal request for Parcel ED-881 for New Leaf Market Cooperative. *

ATTACHMENTS:

- FP Memo January 2016 (PDF)

City of De Pere MEMORANDUM



To: City of De Pere Finance and Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: January 10, 2017

RE: **Property Appraisal Request – New Leaf Market Cooperative – Parcel ED 881**

Request Summary

New Leaf has requested to acquire part of a City owned parking lot in order to construct a building expansion for their grocery store, the New Leaf Market Cooperative. An appraisal is necessary in order to determine market value of the parcel.

Project History

In the fall of 2015, the City of De Pere applied for a WEDC Community Development Investment Grant on behalf of New Leaf Market Cooperative in order to facilitate the development of a downtown grocery store. In June of 2016, WEDC awarded a \$250,000 grant to New Leaf in order to pursue the project.

New Leaf originally planned to lease space in the 310 N Wisconsin building (the shopping center immediately north of Shopko). The building was sold during the grant review period, which made leasing the space unfeasible. New Leaf representatives then worked on an alternative plan in order to remain in Downtown De Pere. On December 2, 2016, they reached an agreement on an offer to purchase the currently vacant, two-story building located at 320 N. Wisconsin Street.

The floorplate of the existing building is not large enough to accommodate the space needed for the New Leaf Market cooperative. New Leaf representatives approached the City with a request to acquire a portion of the parking lot located just north of the building, parcel ED-881. They propose to expand the 320 N. Wisconsin building in order to provide adequate space for the grocery store.

The revised project scope has a number of benefits including a desirable location in downtown De Pere as well as property ownership, which provides collateral for the necessary financing. However, the new location has also increased the project scope and budget.

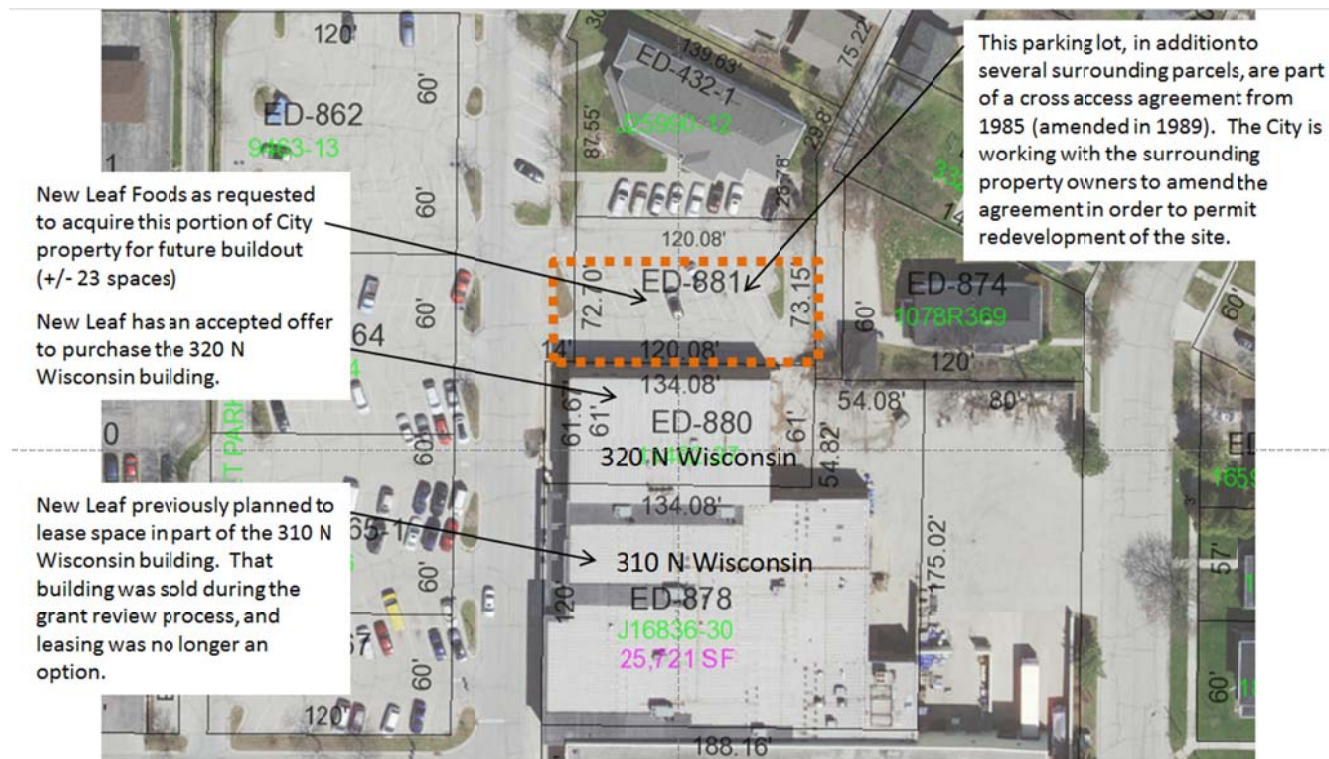
While the New Leaf project has not required any City approvals in the last year, their members have been busy preparing for project implementation. The attachments to this memo provide a progress report from the past year as well as a proposed timeline.

The New Leaf Market Cooperative project aligns with the Downtown Master Plan in a number of ways, including:

- Survey participants listed a grocery store as the #1 desired business in Downtown De Pere.
- The project would increase business and private investment by occupying and expanding an existing vacant building.

Attachment: FP Memo January 2016 (5407 : ED-881- Property Appraisal Request for New Leaf)

- Converting a municipal owned parking lot into a building will increase the tax base in TID #7.
- Adding a grocery store, particularly one that focuses on locally accessible and organic products, will capitalize on a growing downtown De Pere key business niche of high quality food related establishments that range from restaurants to specialty shops to catering.



Downtown Parking

Parcel ED-881 currently functions as a municipal owned parking lot and provides 23 long-term parking spaces in Downtown De Pere. These spaces are currently underutilized, but the adjacent 2-story building is also vacant.

The Downtown Master Plan encourages urban redevelopment of many sites but also notes the importance of parking to a successful business district. The plan notes that 'parking should be adequate in supply and convenient to use, without dominating the urban fabric and character of Downtown.' Based on the abundance of existing parking in this specific geographical area, combined with the usage patterns, we believe that redeveloping parcel ED-881 will not have a significant detrimental effect to existing parking patterns.

Cross Easement Agreement

The parcel is part of a cross easement agreement between the City of De Pere and the owners of Shopko, 310 N. Wisconsin and 320 N. Wisconsin. The agreement includes a site plan that designates parcel ED-881 as a parking lot. This easement agreement must be amended to remove that requirement before the property can be redeveloped. Staff reached out to affected property owners, and provided a draft revised easement agreement. All parties have been verbally supportive of the request to amend the agreement and their respective legal counsels are currently reviewing the documents.

Next Steps

Consideration of a property appraisal is one of many municipal approvals necessary in order to complete the New Leaf Market Co Op. Here is an abbreviated list of other City reviews:

Phase 1 –LAND ACQUISITION

- Cross Easement Amendment
- Property Appraisal
- Certified Survey Map – if property lines are modified
- Sales Agreement/Purchase Option/Development Agreement

Phase 2 - FINANCING

- Revolving Loan Fund Request and Terms
- Loan Documents

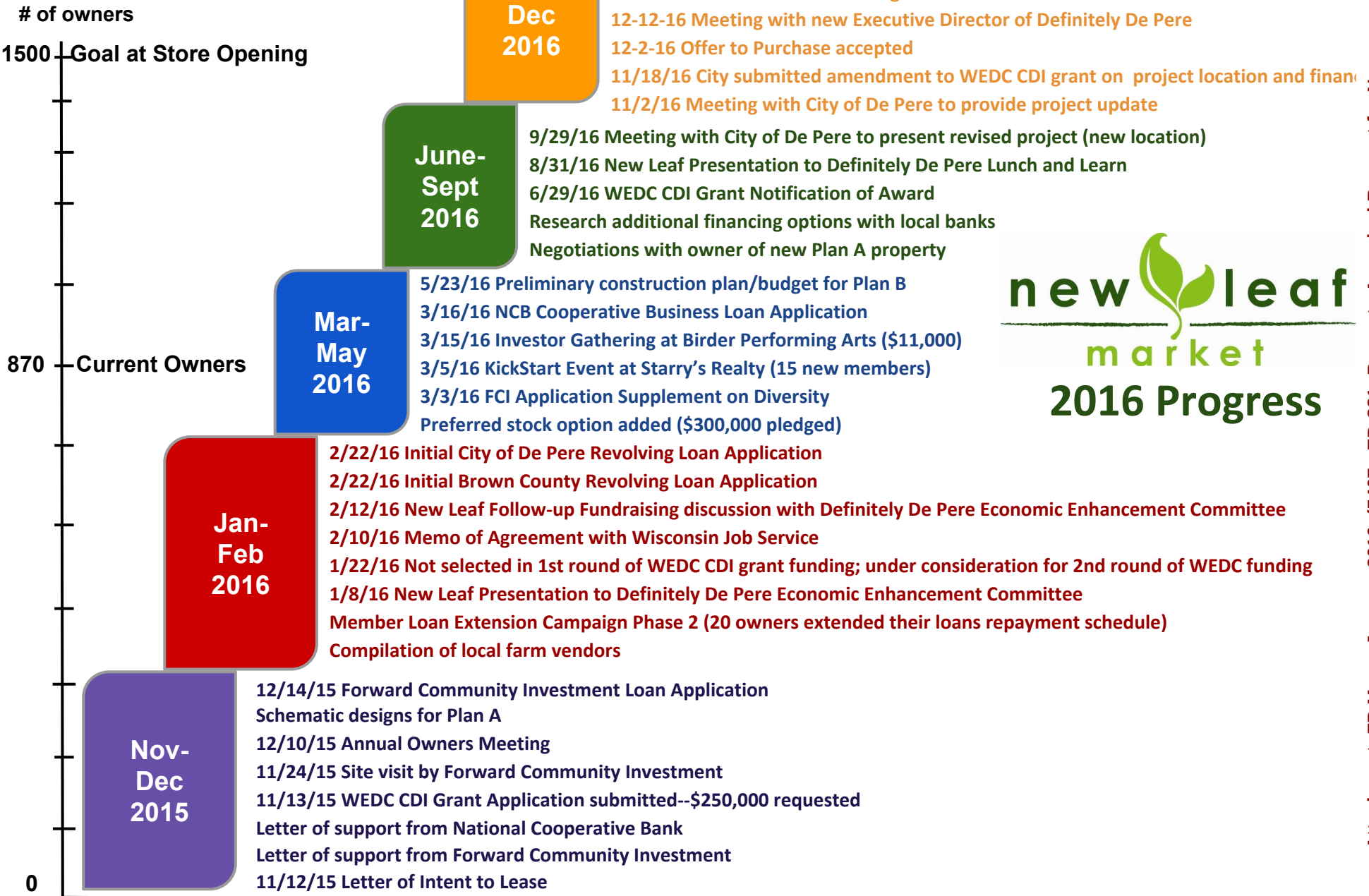
Phase 3 - PLANNING AND PERMITTING

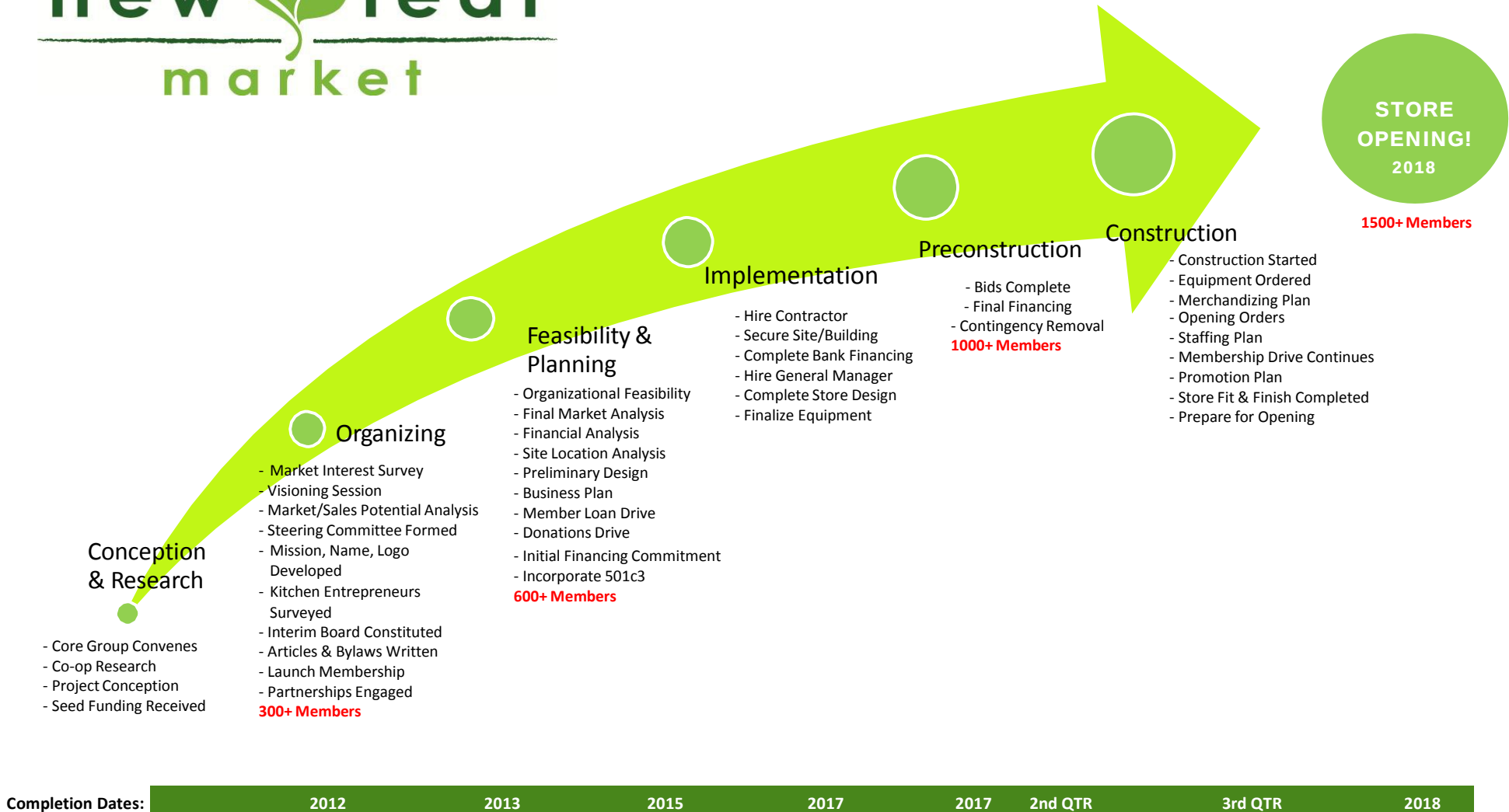
- Site Plan
- Building and Health Permits

Budget Impact

At the drafting of this memo, staff received two of three requested quotes for the appraisal (\$1,200 and \$2,000). A 3-5 week timeframe is expected for appraisal completion. Funds for the appraisal are proposed to come from the Economic Development/Planning Consulting Budget.

The Common Council will also review this item. If you have any questions about this item prior to the meeting, feel free contact me.





City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: January 10, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Brown County Tax Collection Agreement*

ATTACHMENTS:

- C De Pere- 2017 Tax Collection Agreement Final (PDF)
- memo to council re tax collection agreement with brown county (DOC)

COUNTY TREASURER'S OFFICE

FINAL

BROWN COUNTY

305 EAST WALNUT

P.O. BOX 23600

GREEN BAY, WISCONSIN 54305-3600

PAUL ZELLER

PHONE (920) 448-4074 FAX (920) 448-6341

COUNTY TREASURER

DECEMBER 2017 – FEBRUARY 2018**FIRST INSTALLMENT PROPERTY TAX COLLECTION AGREEMENT**

This document contains the terms of agreement between the **CITY OF DE PERE** and the **BROWN COUNTY TREASURER** to provide property tax billing and collection services.

1. TAX BILLING

- A. The Brown County Treasurer will prepare appropriate tax bills for your municipality, specifying the first installment payment and/or full payment of Real and Personal Property Taxes along with Special Charges and Special Assessments to be due on or before January 31st, annually. Tax bill preparation includes entering tax rates, providing forms, printing, folding, sealing, presorting, and delivering the bills to the USPS.
- B. The Municipal Clerk will provide all approved 2017 tax rates to the Brown County Treasurer's Office by December 8, 2017.
- C. Brown County will invoice municipalities for postage and collection costs separately. Actual postage costs will be due by January 31, 2018.

2. COLLECTIONS

- A. The Brown County Treasurer will process the first installment and full payments of Real and Personal Property Taxes, plus payments of Special Charges and Special Assessments.
- B. Brown County Treasurer will deposit collections into your municipality's specified bank account on a weekly basis. Each municipality will have full control of their respective bank accounts.
- C. Municipal Treasurer will forward timely payments received in the post-marked envelope to the Brown County Treasurer immediately.

3. REPORTS

- A. Brown County Treasurer will provide an electronic Real Estate Tax, Special Assessment, and Personal Property Tax Collection Report to the municipality with each weekly deposit.

4. RECEIPTS

- A. Taxpayers that mail payments will receive receipts from the Brown County Treasurer's Office if requested.
- B. Taxpayers that pay in person at the Brown County Treasurer's Office, will receive an immediate printed receipt.

5. SETTLEMENT

- A. The municipality will settle with Brown County on or before the 20th of February for all collections of General Taxes, Special Charges, and Special Assessments. Each municipality will pay all the taxing districts their proportionate share of the levies collected from information provided by the Brown County Treasurer's office by the statutory prescribed payment dates.

6. COST REIMBURSEMENT TO BROWN COUNTY

- A. Brown County will charge municipalities for costs associated with the first installment collection process. The per bill fee for municipal tax collection services is listed below. Invoices for tax collection services will be due by February 28, 2018. Actual postage costs for tax bill mailing will be billed separately following mailing and will be due by January 31, 2018.

7. COLLECTION SERVICES AND COST OPTIONS:

_____ Real Property Tax Collection	= \$0.85 per Property Tax Bill + Actual Postage Costs
_____ Personal Property Tax Collection	= \$0.85 per Property Tax Bill + Actual Postage Costs
_____ Opt-Out Option	= No Charge per Property Tax Bill + Actual Postage Costs
Brown County will prepare the tax bills by entering tax rates, providing forms, printing, folding, sealing, presorting, and delivering the bills to the USPS. Municipality is responsible for 1st Installment collection. Any payment received by the Brown County will be forwarded immediately to the appropriate municipality. No bank collection sites will be provided. A land records portal will be set up for municipal use.	

8. TERMS OF AGREEMENT FOR TAX COLLECTION:

This one year agreement for the 2017 tax roll will be binding between the CITY OF DE PERE and the COUNTY OF BROWN for tax bill preparation and collection according to option(s) chosen.

CITY OF DE PERE
NAME OF MUNICIPALITY

BROWN COUNTY
NAME OF COUNTY

MUNICIPAL OFFICER

BROWN COUNTY TREASURER

DATE

BROWN COUNTY EXECUTIVE

DATE

CITY OF DE PERE**MEMO**

DATE: December 28, 2016

TO: Members of the Finance Committee

FROM: Shana Ledvina, Clerk-Treasurer

RE: Tax Collection Agreement with Brown County

The Brown County Treasurer's office has collected property taxes on behalf of the City of De Pere for years without charging any of the municipalities for these services. The Brown County Treasurer, Paul Zeller, has identified a budget shortfall in 2017 and 2018 and would like to begin charging the municipalities for the 2017 tax collection services. The Brown County Executive's Office has offset this shortfall for the Treasurer's 2017 budget.

Our agreement with Brown County ends with the 2016 tax collection (through July 2017) and beginning in December 2017, Brown County will be charging all municipalities .85 per tax bill for collection of property taxes. The new agreement is included in your packet for review. Based on the number of tax bills they sent on the City's behalf in 2015, I'm estimating the cost of collection to be around \$7,450.00, which will be budgeted for 2018 and due to Brown County in February 2018.

I recommend approval of this agreement for collection of the 2017 property and personal property tax bills.

If you have any questions, feel free to contact Shana Ledvina at 339-4072 ext. 1355 or Joe Zegers at 339-4041.

Attachment: memo to council re tax collection agreement with brown county (5156 : Brown County Tax Collection Agreement)

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

MEETING DATE: January 10, 2017

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Consideration of Police Department Participation in Brown County Click it or Ticket and Speed Task Force 2017*

The De Pere police department is seeking authority to participate in the 2017 Click it or Ticket (CIOT) and Speed Task Force grant mobilized in Brown County. Other agencies participating in the CIOT/Speed Task Force are Green Bay PD, Brown Co. Sheriff Office, Ashwaubenon Public Safety and Hobart/Lawrence PD.

There are 55 deployments scheduled for the fiscal year (Nov 2016 through Oct 2017) with about 5 deployments per month. De Pere would be in the schedule about once per month, but the schedule is subject to change based on an identified greater need. Each deployment would be four (4) hours.

The grant is worth \$125,000 total and is divided by the participating agencies based on the number of officers working each deployment. De Pere PD would have 1 to 2 officers work per deployment. We would be required to match the grant by 25%, but that is easily handled through administrative time, vehicles mileage costs, and regularly assigned traffic duties, etc.

In recent years the police department has participated in such deployments and we again are seeking inclusion in this task force.

Please contact me if you have any questions about this task force or the assignments.

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

MEETING DATE: January 10, 2017

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consideration of various ordinance updates*

ATTACHMENTS:

- Mayor-FP-2016OrdinanceUpdates1-10-16-148-006-16 (PDF)
- Sec 78-3 Abatement of Public Nuisances-Redlined (PDF)
- Sec.86-4Prohibited Animals-Redlined (PDF)
- Chapter 18Police and Fire Department-Redlined (PDF)

MEMORANDUM

TO: Mayor Michael J. Walsh
Finance/Personnel Committee Members

FROM: Judith Schmidt-Lehman, City Attorney 

DATE: January 10, 2017

RE: Various ordinance updates

The law department endeavors to periodically update ordinance provisions that have become obsolete or otherwise are in need of revision. This year, several different ordinances were identified as in need of updating. Three specific ordinances are before you for review and recommendation to the Common Council, namely:

1. Proposed revisions to circuit court process to abate a public nuisance [Sec. 78-3(c) De Pere Municipal Code (DPMC).] The language in the current provision is dated.
2. Proposed revisions to the list of "prohibited animals" in Sec.86-4(a) DPMC to allow for licensed chickens and permitted bees. These changes were missed when the urban chicken license and bee permitting ordinances were approved by the Council.
3. Proposed revisions to the duties of the police department found in Chapter 18 DPMC. The language in the current ordinance is dated.

Red-lined versions of the proposed changes are attached for your convenience.

Updates to the duties of the Director of Parks, Recreation & Forestry [Sec. 30-1(c) DPMC] were reviewed and approved by the Board of Park Commissioners in December, 2016. These changes will accompany any of the above proposed revisions approved by this Committee to the January 17, 2017 Council meeting. Additional changes to certain public health licensing ordinances, due to State Department restructuring, will be reviewed by the Board of Health for recommendation to the Council at a later date.

If you have any questions or concerns, please let me know.

JSL

Attachments

CC: Lawrence Delo, City Administrator
Derek Beiderwieden, Police Chief
Marty Kosobucki, Director of Parks, Recreation and Forestry
Deborah Armbruster, Health Director

H:\azills\Memos\2016\Mayor-FP-2016OrdinanceUpdates1-10-17-148-006-16.docx

Sec. 78-3. - Abatement of public nuisances.

(a)

Inspection of premises. Whenever the city receives a complaint that a public nuisance exists, the ~~assistant~~ director of public works, street superintendent, chief of police, health officer, sanitarian, city forester, or building inspector, whichever officer is appropriate under the circumstances, shall promptly be notified. The appropriate officer shall immediately inspect or cause to be inspected the premises upon which the nuisance is said to exist and shall make a written report of such condition. Whenever practicable, the inspecting officer shall cause photographs to be made of the premises and shall maintain a file containing such written report and photographs.

(b)

Summary abatement.

(1)

Notice to owner. If the inspecting officer determines that a public nuisance exists on private property and that there is a great and immediate danger to the public health, safety, peace, morals, decency, comfort or repose, such officer may request the chief of police to serve notice on the owner or, if the owner cannot be found, on the occupant or person causing or permitting or maintaining such nuisance and shall also post a copy of the notice on the premises. Such notice shall direct the owner, occupant or person causing, permitting or maintaining such nuisance to abate or remove such nuisance within 24 hours and shall state that unless such nuisance is so abated, the city will cause the nuisance to be abated and will charge the cost of abatement against the owner, occupant or person causing, permitting or maintaining the nuisance in the manner otherwise provided in this section.

(2)

Abatement by city. If the nuisance is not abated within the time provided, or if the owner, occupant or person causing the nuisance cannot be found, the health officer in other cases, shall cause the abatement or removal of such nuisance.

(c)

Abatement by court action. If the inspecting officer shall determine that a public nuisance exists on private premises but the nature of such nuisances is not such as to threaten great and immediate danger to the public health, safety, peace, morals or decency, ~~he or she shall file~~ a written report of the inspecting officer's findings ~~shall be forwarded to the City Attorney for a determination on filing with the mayor who shall cause~~ an action to abate such nuisance ~~to be commenced~~ in the name of the city in the ~~county~~ circuit court in accordance with the provisions of Wis. Stats. ch. 823.

(d)

Other methods not excluded. Nothing in this chapter shall be construed as prohibiting the abatement of public nuisances by the city or its officials in accordance with the laws of the state.

Sec. 86-4. - Prohibited animals.

(a) No person shall bring into, keep, maintain, offer for sale or barter, or release to the wild, nor shall any person permit such activities to occur on premises owned, controlled, rented or maintained by that person:

- (1) Any rooster, fowl other than chicken (*Gallus gallus domesticus*), turkeys, ducks, geese, cows, cattle, horses, sheep, swine, goats, pot-bellied pigs, or any other domesticated livestock, unless part of an agricultural operation, and authorized by the city zoning ordinance ~~[appendix A]~~(Chapter 13 of this Code) and the city health department or as licensed under Sec. 86-5(g) of this Code.
- (2) Wild animals, including but not limited to, any live monkey, or other nonhuman primate, raccoon, skunk, prairie dog, fox, wolf, panther, lynx, opossum, or any other warm-blooded animal which can normally be found in the wild state. For the purposes of this Code, wolf-dog hybrids are considered wild animals.
- (3) Any poisonous or venomous, biting or injecting species of reptiles, amphibians, arachnids, or insects, including bees unless such bees are permitted under Sec. 86-7 of this Code.
- (4) Snakes not indigenous to Wisconsin or any snake exceeding three feet in length.

Sec. 18-2. - Police department.

The chief of police shall be ~~the head in command~~ of the police department and have supervision over all its officers and members. There shall be such number and rank of members of the department as the common council shall determine.

Sec. 18-3. - Duties of police department.

- (a) The chief of police shall have general supervision over the police department, and shall be responsible for its efficiency. The chief of police shall have the powers and duties set forth in Wis. Stats. § 62.13. The ~~captain of the police department designated second in command~~ and, secondly, any ~~appointed sworn officers of the department other police officer appointed by the chief of police or the board of police and fire commissioners~~ shall discharge the duties of the chief of police in case of absence, disability or suspension of the chief of police.
- (b) It shall be the duty of the chief of police and of all police officers to preserve the public peace and to suppress all riots, disturbances and breaches of the peace, and they shall, ~~with or without process,~~ apprehend all disorderly persons or disturbers of the peace.
- (c) ~~It shall further be the duty of~~ the chief of police and all police officers ~~shall to enforce see that all ordinances are enforced, and whenever any violation shall come to their knowledge, whether by personal observation or by information from others, they shall make complaint and cause the person so offending to be prosecuted. They shall cause~~ all ordinances of the city relating to offenses against ~~public morals and decency,~~ public peace and quiet, public policy and public safety. ~~to be enforced to the complete suppression of such offenses.~~
- (d) Within the table of organization of the police department is hereby created the civilian position of ~~community service officer parking control attendant~~. Employees filling such position shall not be deemed peace officers or subordinates of the chief of police for purposes of Wis. Stats. § 62.13, but are hereby granted the limited power to issue citations for all violations of existing parking regulations (including, specifically, parking violations adopting statutory provisions by reference and future amendments to such state or municipal regulations), subject to the penalties and procedures provided at section 150-3(e) of this Code. All other duties of the position of community service officer parking control attendant shall be as prescribed by the finance/personnel committee, subject to the direction and control of the chief of police and/or his or her designee.
- (e) *Crossing guards.* As permitted under Wis. Stats. § 349.215, the chief of police shall appoint such adult crossing guards as determined necessary and within the department budget. The chief of police or his/her designee shall be responsible for the supervision and direction of the crossing guards. All crossing guards shall wear such equipment or uniform as prescribed by the chief of police.

Sec. 18-4. - Bail.

- (a) *Release of arrested person.* The chief of police, whenever in his or her opinion the circumstances may require, may receive of any person who may have been accused of violating any ordinance and has been arrested therefor, a sum of money not exceeding the maximum amount of the penalty which may be imposed in such case, and release such person from arrest until the opening of municipal court on the next succeeding day when the court may be in session, or until a time for the hearing of the case. No member of the police department shall provide bail, except in the case of an immediate

family member. For purposes of this ordinance, “immediate family member” shall mean spouse, child, step-child, parent or step-parent.

- (b) *Forfeiture of bail.* When any person so arrested and released shall fail to appear personally or by his or her attorney at the time fixed for the hearing of the case, and upon the order of the court forfeiting bail, the money deposited with the chief of police shall be retained and paid into the municipal court and disbursed in the same manner as are forfeitures imposed for violation of city ordinances.

Sec. 18-5. - Assisting police; resisting an officer.

Whenever in the execution of any duty it shall be necessary to make any arrest or commitment, the chief of police or any police officer may, if necessary, command any person to assist him or her in so doing and may employ such force as may be necessary for the purpose. No person shall resist, or aid or countenance any person in resisting any police officer or other person assisting him or her in the execution of any duty, or shall refuse to aid him or her or them when called upon.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: January 10, 2017

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve emergency funding for replacement of unit heaters. *

During the preventative maintenance of our buildings, our contractor informed us that we have two unit heaters that have cracked heat exchangers. Due to their location and importance we obtained approval from the City Administrator to replace the units under an emergency repair. One unit is located in the Police Station and the other is located at the West Side Fire Station. Both units had cracked heat exchangers which would cause leaking of carbon monoxide. The cost to replace both units is \$9,556 installed, of which funds will come from undesignated reserves.

ATTACHMENTS:

- City of De Pere West Side Fire Station Unit Heater Replacement (PDF)
- City of De Pere Police Garage Unit Heater (PDF)



TWEET/GAROT MECHANICAL, INC.

CORPORATE OFFICE:

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

REGIONAL OFFICES:

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

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

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

www.tweetgarot.com

December 7, 2016

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

RE: De Pere West Side Fire Station Unit Heater Replacement

Dear Marty:

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

Sterling Unit Heater..... \$4,403.00

Scope of work:

To replace a Sterling TF-350 unit heater that has a crack in the heat exchanger.

- Provide & install one (1) new Sterling TF-350 heater at West Side Fire Station
- (1) Sterling TF-350 unit heater with
 - Power vented
 - 20 gauge Tubular heat exchanger
 - Hot surface pilot ignition system
- Material required to install components
- Start up and check to verify proper operation
- Owner training

Our proposal does not include:

- Repair or replacement of any additional components that may be found to be defective
- Labor to perform the service work after normal business hours
- Electrical work

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

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

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

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

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

Sincerely,

TWEET/GAROT MECHANICAL, INC. – Green Bay



David Le May
Service Design Estimator

ACCEPTANCE OF PROPOSAL:

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

CONTRACT TERMS AND CONDITIONS

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

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

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

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

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



TWEET/GAROT MECHANICAL, INC.

9.b

CORPORATE OFFICE:

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

REGIONAL OFFICES:

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

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

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

www.tweetgarot.com

December 7, 2016

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

RE: De Pere Police Garage Unit Heater Replace existing Trane unit

Dear Marty:

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

Trane Unit Heater..... \$5,153.00

Scope of work:

To replace a Trane unit heater that has a crack in the heat exchanger.

- Demo existing Trane unit heater
- Provide & install one (1) Sterling or Reznor 175 unit heater with
 - o Stainless Steel Heat Exchanger
 - o Separated combustion
 - o 115V
- Start up and check to verify proper operation
- Material required to install components
- Check in and out with on-site facilities staff

Our proposal does not include:

- Repair or replacement of any additional components that may be found to be defective
- Labor to perform the service work after normal business hours
- Electrical work

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

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

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

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

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

Sincerely,

TWEET/GAROT MECHANICAL, INC. – Green Bay

Attachment: City of De Pere Police Garage Unit Heater (5418 : Approve emergency funding for replacement of unit heaters.)



David Le May
Service Design Estimator

ACCEPTANCE OF PROPOSAL:

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

Attachment: City of De Pere Police Garage Unit Heater (5418 : Approve emergency funding for replacment of unit heaters.)

CONTRACT TERMS AND CONDITIONS

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

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

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

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

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

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

MEETING DATE: January 10, 2017
DEPARTMENT: Fire Department
FROM: Lea Taylor
SUBJECT: Consider Assistant Chief Vacancy for the Fire Department.*

ATTACHMENTS:

- ASST CHIEF VACANCY (PDF)

Memo



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

From: Alan Matzke, Fire Chief *A. E. M.*

Date: December 28, 2016

Re: Assistant Chief Vacancy

The Fire Department would like to request the support and approval of the Finance & Personnel Committee to fill the Assistant Chief position on an interim basis until the recruitment and appointment of the position can be completed.

Emergency preparedness and emergency response remain the number one objectives of the organization. In addition, the Fire Department is currently underway with several major projects that are vital to the operational efficiency to the organization. We have begun a transition to a new records management system (RMS) and the implementation of the system is incremental. We are currently using the new system for ambulance and fire reporting and hope to begin to track occupancies, training, maintenance and daily scheduling of staff. With each incremental step, we have to evaluate the process, educate and implement. The process to transfer all of our records management will take the next six to twelve months.

The organization is in the process of a complete evaluation and update of all department policies and Standard Operating Guidelines (SOG's). The organization has endured three leadership changes in the past four-years and is in need of clearly defined expectations and operational standards supported by supervision. Strategic organizational goals need to be defined, developed and implemented. The department has multiple versions of SOG's in place and there has been very little SOG training and limited communication on objectives and goals causing staff to interpret the department direction differently. The Assistant Chief is instrumental in achieving the daily progress of such an endeavor.

The role of a Chief Officer responding to an emergency scene is imperative. These events are low frequency, very high risk and present a significant human and fiscal risk to the organization and community. Best practice suggests a Chief Officer respond to every report of a working structure fire, as well as a multi-vehicle and/or multi-patient motor vehicle collision. If an event is escalating, the Chief Officer will begin to assist in a role within the National Incident Management System (NIMS). If the event is no longer escalating, then the role of Chief Officer is to provide oversight and

supervision to assure policy and procedures are being followed and that the expectation of the public we serve is met.

Immediate concerns arising from our customers can be addressed immediately to help improve customer satisfaction and organizational image.

Training is the number two objective of our organization, as it supports and facilitates emergency preparedness and emergency response. The organization has been very aggressive in the area of training since you approved the addition of a part-time Fire Training & Safety Officer (TSO) in October, 2015.

The October 7, 2015 Memo from Chief Rubin stated, "About fifteen (15) years ago, the full-time training chief's position was abolished during financially stressful times for our City. Since the termination of the Chief Training Officer's position, the department has fallen behind in fire, rescue and hazardous materials training requirements. There is no overall training plan or even an enterprise vision at this point in time without having a staff training officer focusing on this requirement."

With the addition of the TSO, the organization is developing a bi-annual training plan that meets or exceeds standards. The development of the curricula is the key to attempt to address staff requests to achieve consistency and job specific training. Curricula development has dominated allotted time for the TSO and rendered the TSO unable to participate in delivery of education. To assist with education delivery, the department developed a field training program, where Firefighters stepped up to assist with training responsibilities within the department. All training that has occurred during this time is documented. The department organized and participated in multiple training sessions with neighboring departments including; Ashwaubenon, Ledgeview, Lawrence, Bellevue and for the first time in the history of our departments, we trained with Greenleaf and Morrison.

The success of a fire organization is directly related to the success of its training and we have made great progress, but there is much left to complete. The training curricula are developed as we work through the bi-annual programs and we are only half done. The success and momentum of our training efforts need to be supported by the Assistant Chief position.

I am concerned about my ability to be successful in moving the department forward with the absence of administrative help. I have based this request on the potential of six months of interim service.

I could recommend transitioning a Captain into the role of interim Chief. This option would cost approximately \$9,280. It is advantageous to seek the assistance from the next level supervisory category, as they should have the highest level of expertise to assist in the role of Assistant Chief. The disadvantage would be the impact to the overall operation. The Captains long-term programs and responsibilities would have to be supported and managed by a Lieutenant and consistently the program and responsibilities of the Lieutenant would have to be supported and managed by a Firefighter. The overtime impact is dependent upon several factors; including, but not limited to sick leave, FMLA, department activities. This option would require a Captain to be willing to accept the

challenge, as well as negotiations with International Association of Fire Fighters Local 141 Union to allow the Captain to leave the union for the duration of the interim appointment.

I could also recommend transitioning the part-time TSO into the role of Assistant Chief. The hourly rate of this position is \$15 and he currently works ten hours per week. To assume additional responsibilities, the current TSO would like to be compensated \$25 per hour for the additional thirty hours per week. This option would cost approximately \$22,620.

Both options require no additional benefits; however, the Acting Assistant Chief would be expected to take a response vehicle home and be available for after-hours emergency response 50% of the time.

Thank you for your consideration of this request. I feel the best result for the department would be to move the Training and Safety Officer into the interim Assistant Chief position. I feel this will be the least disruptive to the organization and would yield the best results, as the Training and Safety Officer is a retired Captain with thirty plus years of experience and has intimate knowledge regarding the department and its staff.