



Finance/Personnel Committee

Regular Meeting

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

Agenda

Tuesday, October 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 **October 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 the Minutes of the September 12, 2017, Regular Meeting of the Finance/Personnel Committee
3. Approval of Police Overtime Report for September 2017
4. Fire Department Overtime and LifeQuest Medical Billing Reports for September, 2017.
5. Consideration of Shared Master Calendar of Events with Definitely De Pere, De Pere Chamber of Commerce and the City of De Pere (Requested by Alderperson Hansen).
6. Consider Request to Purchase New Self Contained Breathing Apparatus (SCBA) for the Fire Department.*
7. Acceptance of \$1,100 Donation from WI Public Service to Police Department*
8. Acceptance of \$500 Donation from Shopko Foundation to Police Department*
9. Acceptance of \$1,500 Donation from WalMart to Police Department*
10. Police Request to Adopt Certain Commercial Motor Vehicle Rules into City Ordinance*
11. Consideration of 2018 Benefit Renewal and Plan Design Changes*
12. Consider Creation of Chapter 9 DPMC Non-Discrimination in Housing, Accommodation and Employment*
13. Procedures for Post Issuance Tax Compliance for Tax –Exempt Borrowings*
14. TIF 5, 6, 7, & 8 Audit Agreement with Schenck, SC.*
15. Public Comment and announcements.
16. Future agenda items.
17. Adjournment

Notice is also given that a majority of the members of the Common Council of the City of De Pere will attend this meeting to gather information about a subject(s) over which

they have decision-making responsibility. As such, this committee meeting is also considered a meeting of the Common Council.

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

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: October 10, 2017

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Approval of the Minutes of the September 12, 2017, Regular Meeting
of the Finance/Personnel Committee

ATTACHMENTS:

- September 12, 2017 DRAFT Minutes (PDF)



Finance/Personnel Committee

Regular Meeting

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

Draft Minutes

Tuesday, September 12, 2017

7:30 PM

De Pere City Hall Council Chambers

1. Call to Order. Mayor Walsh called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on September 12, 2017, at De Pere City Hall Council Chambers, 335 South Broadway Street, De Pere, Wisconsin 54115.

Attendee Name	Title	Status	Arrived
Scott Crevier	Aldersperson	Present	
Ryan Jennings	Aldersperson	Present	
Larry Lueck	Aldersperson	Excused	
Casey Nelson	Aldersperson	Present	
Michael J. Walsh	Mayor	Present	

Also Present: City Administrator Lawrence Delo, City Attorney Judith Schmidt-Lehman, City Planner Peter Schleinz, Finance Director Joe Zegers, Human Resources Director Shannon Metzler, Recreation Superintendent Paula Rahn, Fire Chief Alan Matzke, Police Chief Derek Beiderwieden, Building Inspector Dave Hongisto, Tina Quigley on behalf of Definitely De Pere and Members of the Public.

2. Approval of the Minutes of the August 8, 2017, Regular Meeting of the Finance/Personnel Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Scott Crevier, Aldersperson
AYES:	Scott Crevier, Ryan Jennings, Casey Nelson, Michael J. Walsh
EXCUSED:	Larry Lueck

3. Approval of Police Overtime Report for August 2017.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Aldersperson
SECONDER:	Casey Nelson, Aldersperson
AYES:	Scott Crevier, Ryan Jennings, Casey Nelson, Michael J. Walsh
EXCUSED:	Larry Lueck

4. Fire Department Overtime and LifeQuest Services Billing Report for August, 2017.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Aldersperson
SECONDER:	Ryan Jennings, Aldersperson
AYES:	Scott Crevier, Ryan Jennings, Casey Nelson, Michael J. Walsh
EXCUSED:	Larry Lueck

Attachment: September 12, 2017 DRAFT Minutes (6259 : Approval of the Minutes of the September 12, 2017, Regular Meeting of the

5. Consider donation from the Pink Flamingo to the Fire Department.*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Casey Nelson, Alderperson
AYES:	Scott Crevier, Ryan Jennings, Casey Nelson, Michael J. Walsh
EXCUSED:	Larry Lueck

6. Request for one year farm lease to be established for undeveloped City owned land on the east side of De Pere.*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Casey Nelson, Alderperson
AYES:	Scott Crevier, Ryan Jennings, Casey Nelson, Michael J. Walsh
EXCUSED:	Larry Lueck

7. Consider changes to the Chapter 54 Building Code and Chapter 94 Building and Property Maintenance Code.*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Scott Crevier, Ryan Jennings, Casey Nelson, Michael J. Walsh
EXCUSED:	Larry Lueck

8. Consider Creation of Chapter 9 DPMC Non-Discrimination in Housing, Accommodation and Employment*

The Mayor asked City Attorney Judith Schmidt-Lehman to give background on this item, and she explained that the draft ordinance was prepared at the request of Alderperson Nelson, loosely modeled after Appleton's similar ordinance. This draft ordinance would prohibit discrimination in employment, housing and public accommodations to add specific protected classifications not addressed in state and federal anti-discrimination laws. The City Administrator would handle complaints, with the City Attorney reviewing to determine if a state or federal agency would be more appropriate to handle. The City Administrator would then investigate complaints falling under the ordinance and attempt resolution. Unresolved matters would then be reviewed by the City Attorney's office for a determination as to whether a municipal citation would be issued.

Alderperson Nelson shared statistics from two studies that support his belief that this type of discrimination also has a public health aspect for suicide prevention and mental health issues, indicated that 20 states already have something similar in place (including the cities of Madison, Milwaukee, and Appleton in Wisconsin) and that it is important for De Pere to enact.

Mayor Walsh made a motion to open the meeting, which was seconded by Alderperson Jennings. Upon vote, motion carried unanimously.

The following individuals spoke on behalf of the ordinance: John Grunseth, a retired HR manager and consultant, spoke regarding protections for sexual orientation and how this positively impacts the talent pool for employment, that it allows for people to work without fear and that transgender people should be added to protected classes; he further provided his support for the accuracy of the statistics given by Alderperson Nelson and shared information from a State of Wisconsin Transgender Discrimination Survey. He urged the City to pass this policy. Anna Grunseth spoke in support of non-discrimination and the impact local protections would have on transgender individuals when determining where to live, both for current residents and those looking to move into the community. Stacie Christian, a UWGB Professor, shared that she just completed a dissertation on equity concerning anti-discrimination policies for transgender individuals, added that Sun Prairie also has a non-discrimination policy in place, shared that some individuals hired by the university are choosing to commute from Appleton and that both potential employees and students are choosing to go to other states where they feel safer because they strive to be comfortable living in the area where they work. She further spoke on behalf of the efforts of UWGB on this issue and its reputation for being LGBT-friendly, but that students are leaving upon graduation to Illinois or Minnesota, where anti-discrimination protections are in place. She also added that she is interested in opening a business and she would be much more interested in opening her business here, should De Pere pass this ordinance. Kathy Flores, former Diversity & Inclusion Coordinator for Appleton and current statewide program coordinator for LGBTQ anti-violence, shared that she assisted with writing the policy in Appleton, explained how Appleton has benefitted from the ordinance and that economic development for the City resulted by developing better business relationships through making them aware and creating an understanding of the policy through training and support. Stacy Mallette, a teacher in an alternative high school, indicated that this ordinance would allow employees to be open and honest and would show support for every member of a community for the opportunity to build a better life. Lee Werner, a caseworker for a homeless and mental illness outreach program in Milwaukee shared his personal experiences with bullying, suicide, job rejection, fear and how this ordinance would draw people to live in De Pere. Noah Reif expressed his support of earlier comments and how this protection would attract young talent to De Pere and to Wisconsin, as well as provide confidence in community to promote young adults to stay in the area after college, and that the importance of the human aspect of this issue cannot be understated; he thanked Alderperson Nelson for introducing it. Renee Gasch shared that she has moved to De Pere from San Francisco and while she doesn't identify with one of the proposed protected classes, she feels strongly about raising her daughter in an inclusive, progressive community where diversity is accepted and respected. Miranda Bonde also expressed support of living in De Pere as a progressive community, as a business owner in the Green Bay area, as an advocate for LGBTQ efforts and a leader of a professional networking group and by passing this ordinance, the City could protect and help the LGBTQ community.

Mayor Walsh moved to go back to regular order, which was seconded by Alderperson Crevier. Upon vote, motion carried unanimously.

Mayor Walsh expressed that he would like to send this matter back to staff for additional consideration so that, due to its importance, the City get it right and not rush into enacting the ordinance in order for more input to be requested to avoid potentially missing something. Mayor Walsh made a Motion to refer back to staff, which was seconded by

Aldersperson Jennings. Aldersperson Nelson indicated that Appleton's ordinance was looked at closely, that he has discussed the ordinance with the Mayor of Appleton for feedback, and does not feel there is much to change with the proposal. City Attorney Schmidt-Lehman added that it might be important to make others impacted by the ordinance aware, such as employers, businesses, and rental property owners, and Aldersperson Crevier added that he would appreciate feedback from the community and confirmed that the matter will go before the Finance/Personnel Committee again prior to going to Council. Aldersperson Jennings thanked those who came to speak, expressed his support, as well as concern of whether the scope should go even further, and shared that the City's position to move carefully should not be viewed negatively. Administrator Delo clarified the Committee's direction to staff on conducting outreach, and the Mayor indicated he would like feedback on areas mentioned by Aldersperson Jennings and miscellaneous areas suggested by City Attorney Schmidt-Lehman, and she and Aldersperson Nelson should come up with areas to be looked at. Aldersperson Crevier commented about business connections the Planning Department might have to get the word out and indicated he would appreciate more feedback from De Pere residents. The Mayor also thanked those who attended for their input. City Attorney Schmidt-Lehman indicated that the information assembled should be available for the next Finance/Personnel Committee meeting on October 10.

RESULT:	REFERRED BACK TO STAFF [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Ryan Jennings, Aldersperson
AYES:	Scott Crevier, Ryan Jennings, Casey Nelson, Michael J. Walsh
EXCUSED:	Larry Lueck

9. Consider changes to 2018 Seasonal/Part-time Employee Wages

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Ryan Jennings, Aldersperson
AYES:	Scott Crevier, Ryan Jennings, Casey Nelson, Michael J. Walsh
EXCUSED:	Larry Lueck

10. Recommendation to offer paid time off benefits to Staff Attorney position *

Following the Motion, a discussion occurred among the alderspersons and Human Resource Director Metzler regarding this request for an exception to City policy; potential City savings resulting from eliminating other benefits typically offered to employees at the 20-hour threshold and offering only paid time off benefits (by reducing the hours to 19 per week); the possibility of losing a good employee due to health insurance rates and requirements of spouse's employer; the budget impact of increasing wages versus offering paid time off; health insurance rules and that a spousal surcharge is not an option in this unique situation. The Mayor confirmed that the spousal carve out would have been negotiated for this candidate at the time of hiring had it been known in advance, and that he believes recruiting for a part-time attorney must be somewhat difficult. Aldersperson Jennings confirmed with HR Director Metzler that this decision would not set a precedent, and she indicated that a change to City policy is not being

requested and that an exception is being requested only in this situation. Alderperson Crevier confirmed that this item also goes to council.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Scott Crevier, Ryan Jennings, Casey Nelson, Michael J. Walsh
EXCUSED:	Larry Lueck

11. Re-Consideration of Definitely De Pere Public Art Proposal: Downtown Mural Program. (Requested by Alderperson Crevier.)

The Mayor requested that Alderperson Crevier give his reasons for the reconsideration, to which he indicated he would like to include non-downtown businesses in this program and proposed reconsideration since learning that votes made at last month's meeting were final (not moving forward to Council), and while he appreciates Definitely De Pere's proposal, he wants to see if anything could be done to expand locations beyond downtown. Alderperson Crevier moved to reconsider, seconded by Alderperson Nelson. Alderperson Jennings recused himself from discussion and vote on this item.

Administrator Delo commented on complications associated with reconsideration at this time, being that council authorized \$100,000 in favor of Definitely De Pere for public art and authorized the Finance/Personnel Committee to approve and disburse payments directly to Definitely De Pere; further, he explained the geographic boundary for De Pere's Main Street Program, which limits where the money could be utilized.

Administrator Delo explained that there is streetscaping money that could be available for use outside of the downtown as it has no set geographic boundary. Mayor Walsh added that at the last Finance Committee meeting this item was passed unanimously in favor of Definitely De Pere; Alderperson Crevier explained that he thought it could be further reviewed at the August Council meeting, and he was looking for an option to extend benefits to the outskirts of the City.

Administrator Delo asked about the vote results on this item with Alderperson Jennings' recusal, and City Attorney Schmidt-Lehman confirmed that a vote would still go forward with a majority of members being present.

RESULT:	DEFEATED [0 TO 3]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Casey Nelson, Alderperson
NAYS:	Scott Crevier, Casey Nelson, Michael J. Walsh
ABSTAIN:	Ryan Jennings
EXCUSED:	Larry Lueck

12. Discussion Regarding Status of 2018 Budget Development.

Administrator Delo provided an update on development of the 2018 Budget and stated that department review meetings are completed and work has started on finalizing the Mayor's Executive Budget in a draft form to be distributed to Council. The study session is scheduled on Monday, October 2, and the normal process for approval of the

budget will occur thereafter. Mayor Walsh answered Alderperson Nelson's questions on process and explained Council member options following the study session.

RESULT:	DISCUSSED
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13. Public Comment and announcements.

None.

14. Future agenda items.

None.

15. Adjournment.

Upon Motion of Mayor Walsh, seconded by Alderperson Nelson, the Finance/Personnel Committee unanimously adjourned at 8:33 PM.

Respectfully submitted,
Angela Zills

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 10, 2017

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Approval of Police Overtime Report for September 2017

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

The largest portion of overtime this month is comprised of 259 hours of training that included two officers trained as Field Training Officers, the traffic officer attending a motor carrier enforcement training seminar, and mandatory defense and arrest tactics training for all officers.

Miscellaneous OT of 9.75 hours is comprised of 8.75 hours of Patrol fraction allotments, and 1 hour for an officer to cover as a crossing guard.

The Reimbursed Miscellaneous OT of 30.5 hours are comprised of 5.5 OWI Task Force hours, 6 Click it or Ticket Task Force hours, and 19 Drug Task Force Hours.

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

ATTACHMENTS:

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

**DE PERE POLICE DEPARTMENT
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

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2017**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	12.00	64.75	39.50	24.75	23.50	15.00	38.00	37.00	18.00				272.50
OFFICER WORKED ON HOLIDAY	97.00	13.75		31.00	97.00	21.75	54.75	8.00	121.75				445.00
OFFICER FOR COURT	9.00	10.00	6.00	1.75	21.00	10.00	4.00	25.00	4.00				90.75
OFFICER TRAINING	207.00	65.50	36.00	39.00	241.75	60.25	16.50	46.75	259.25				972.00
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	5.50	27.25	10.50	16.00	17.50	9.50	16.50	3.00	2.00				107.75
STAFFING LEVEL	63.00	22.50	39.25	39.50	199.50	74.00	66.50	97.50	130.50				732.25
INVESTIGATION	37.50	44.50	43.50	36.50	73.75	24.50	47.00	26.25	23.50				357.00
HONOR GUARD FOR FUNERAL		2.00		11.00									13.00
SCHOOL LIAISON REIMBURSED	18.00	23.50	25.00	7.00	31.50	15.00		5.00	41.00				166.00
COMMUNITY RELATIONS					2.00			3.50	3.50				9.00
SPECIAL ASSIGNMENT		6.25					9.00						15.25
SPECIAL ASSIGNMENT REIMBURSED		6.25		18.50	219.50	13.00			8.00				265.25
MISCELLANEOUS	27.50	13.50	42.75	20.25	26.25	17.75	10.75	11.50	9.75				180.00
MISCELLANEOUS REIMBURSED	66.00	130.00	45.00	60.00	104.00	67.50	57.50	51.00	30.50				611.50
Gross OFFICER OVERTIME	542.50	429.75	287.50	305.25	1057.25	328.25	320.50	314.50	651.75	0.00	0.00	0.00	4237.25
SUBTOTAL REIMBURSED OVERTIME	(84.00)	(159.75)	(70.00)	(85.50)	(355.00)	(95.50)	(57.50)	(56.00)	(79.50)	0.00	0.00	0.00	(1042.75)
NET OFFICER OVERTIME	458.50	270.00	217.50	219.75	702.25	232.75	263.00	258.50	572.25	0.00	0.00	0.00	3194.50

Total Overtime Budget: \$145,000.00
Expenditures through 09/29/2017 \$119,619.29
Percent of Total Budget: 82.50%

10/05/2017
Report Date

NOTES:

* Period 12/31/2016 - 1/27/2017

**Period 1/28/2017 - 2/24/2017

***Period 02/25/2017 - 3/24/2017

+Period 03/25/2017 - 4/21/2017

++Period 4/22/2017 - 6/02/2017

^Period 6/03/2017 - 6/30/2017

#Period 7/1/2017 - 7/28/2017

##Period 7/29/2017 - 8/25/2017

^^Period 8/26/2017 - 9/22/2017

^^^Period

*+Period

*+*Period

Attachment: September 2017 PD OT Report (6245 : Police September Overtime Report)

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: October 10, 2017

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Fire Department Overtime and LifeQuest Medical Billing Reports
for September, 2017.

ATTACHMENTS:

- FIRE DEPT_SEPT 2017 OT RPT (PDF)

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

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

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2017

REASON	Jan.	Feb.	Mar. *	Apr.**	May***	June+	July++	Aug.+++	Sept.^	Oct.^^	Nov.^^^	Dec.*+	TOTAL
DUTY CREW	219.75	184.50	154.50	147.00	184.75	75.00	132.00	78.00	51.00				1,226.50
EMS TRAINING	24.00	257.50	72.00	40.50	89.00	0.00	0.00	0.00	75.00				558.00
FIRE TRAINING	35.00	0.00	10.50	89.50	316.25	21.25	12.75	0.00	3.75				489.00
RESCUE CALLS	5.50	6.75	39.25	8.50	6.00	9.25	0.00	19.50	7.25				102.00
FIRE CALLS	0.00	0.00	8.75	0.00	0.00	0.00	6.00	0.00	1.25				16.00
MEETINGS	37.00	55.25	60.00	53.00	16.75	22.50	5.25	0.00	15.00				264.75
STAFFING REP.	34.50	0.00	0.00	72.00	99.75	72.00	64.25	0.00	20.25				362.75
MAINTENANCE	0.00	0.00	0.00	0.00	0.75	14.25	0.00	0.00	0.00				15.00
PUB. ED.	9.75	0.00	9.00	15.00	3.75	5.00	0.00	3.75	9.00				55.25
SPECIAL EVENTS	0.00	0.00	0.00	0.00	274.00	0.00	0.00	29.50	66.00				369.50
# FIRE RUNS	42.00	32.00	33.00	15.00	35.00	31.00	41.00	41.00	22.00				292.00
# of EMS RUNS	174.00	163.00	172.00	178.00	187.00	180.00	170.00	182.00	161.00				1,567.00
DISPATCH ERRORS	2.00	5.00	7.00	7.00	0.00	6.00	4.00	1.00	1.00				33.00
TOTAL HRS.	365.50	504.00	354.00	425.50	991.00	219.25	220.25	130.75	248.50	0.00	0.00	0.00	3,458.75

Special Events included in Overtime

Total Overtime Budget \$95,000, Expenditures through October 4, 2017 \$50,387, 53%

Notes: Effective March, 2017

*Period: 02/25/17-03/24/17 +Period: 06/03/17-06/30/17 ^Period: 08/26/17-09/22/17 *+Period:

**Period: 03/25/17-04/21/17 ++Period: 07/01/17-07/28/17 ^^Period:

***Period: 04/22/17-06/02/17 +++Period: 07/29/17-08/25/17 ^^Period:

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

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
09/01/2017	1.5	2.25
09/02/2017	12	18
TOTAL	13.5	20.25

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

**LIFEQUEST MEDICAL BILLING - 2017
MONTHLY REPORT**

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE
CHARGES	155,297	111,851	117,957	107,123	147,335	111,145
PAYMENTS	65,035	53,532	79,615	47,651	37,737	60,272
CREDIT ADJUSTMENTS	70,467	39,304	53,476	37,865	50,331	45,957

	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
CHARGES	151,958	110,021	127,032			
PAYMENTS	73,959	61,576	52,414			
CREDIT ADJUSTMENTS	87,127	56,791	52,076			

Payments to LifeQuest	
Jan. 2017	2,927
Feb. 2017	2,409
March 2017	3,535
April 2017	2,177
May 2017	1,757
June 2017	2,771
July 2017	3,336
Aug. 2017	3,044
Sept. 2017	2,668
Oct. 2017	
Nov. 2017	
Dec. 2017	
Total Paid	\$24,622

**See attached details



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Billing, Collection, & Data Management Services

N2930 State Road 22, Wautoma, WI 54982-5267

De Pere Fire Rescue

Income and Expenditures

252

September 2017

All Phases

Charges	Billing Phase 1	Collections Phases 2 & 3	Total
Collection Placements / Charges	\$101,408.20	\$25,623.97	\$127,032.17
Interest on Delinquent Accounts	\$0.00	\$0.00	\$0.00
Insurance Interest	\$0.00	\$0.00	\$0.00
Transaction Fees	\$0.00	\$0.00	\$0.00
Probate Fees	\$0.00	\$0.00	\$0.00
Subtotal of Charges	\$101,408.20	\$25,623.97	\$127,032.17
Account Transfers	\$6,171.34	\$19,452.63	\$25,623.97
Credit Summary			
Total Credits - All Types	\$102,901.49	\$1,731.70	\$104,633.19
Total Credit Adjustments	\$52,076.11	\$0.00	\$52,076.11
Total Closed Account Adjustments	\$0.00	\$0.00	\$0.00
Total Payments Received (Applied to Acct Bal's)	\$50,825.38	\$1,731.70	\$52,557.08
Total Overpayments (OP)	\$(398.89)	\$(50.29)	\$(449.18)
Total Payments Received (plus overpayments)	\$51,224.27	\$1,781.99	\$53,006.26
Total Overpayment Returns (\$ not deposited)	\$0.00	\$(50.29)	\$(50.29)
Total Payments Received (less OP returns)	\$51,224.27	\$1,731.70	\$52,955.97
Less Payment Kept By (PKB, \$ kept by service)	\$541.76	\$0.00	\$541.76
Total Deposits	\$50,682.51	\$1,731.70	\$52,414.21
Summary of Disbursement			
Total Deposits & Payments Kept By	\$51,224.27	\$1,731.70	\$52,955.97
Less Overpayment Refunds (patient / ins reimbursement)	\$(398.89)	\$0.00	\$(398.89)
Gross Revenue	\$50,825.38	\$1,731.70	\$52,557.08
Total LifeQuest Fee	\$2,287.14	\$380.97	\$2,668.11
Probate Fees	\$0.00	\$0.00	\$0.00
Other / Fees			\$0.00
Total Due LifeQuest	Check # EFT		\$2,668.11
Total Service Revenue	\$48,538.24	\$1,350.73	\$49,888.97
Total Payment Kept By	\$541.76	\$0.00	\$541.76
Total Service Payable	\$0.00	\$0.00	\$0.00
Probate Fees	\$0.00	\$0.00	\$0.00
Other / Fees	\$0.00	\$0.00	\$0.00
Total Due Service	Check # EFT	\$47,996.48	\$49,347.21

Messages:

Total Deposits EOM differ from bank statement by \$50.29 due to ACH return being posted JAL 10.4.2017

Quality

Speed

Service

Attachment: FIRE DEPT_SEPT 2017 OT RPT (6287 : Fire Department Overtime and LifeQuest Medical Billing Reports for September, 2017.)



Billing, Collection, & Data Management Services

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N2930 State Road 22, Wautoma, WI 54982-5267

De Pere Fire Rescue

Billing Summary

252

September 2017

Phase 1 - 4.500%

Charges

Charges	\$101,408.20	
Interest on Delinquent Accounts	\$0.00	
Insurance Interest	\$0.00	
Transaction Fees	\$0.00	
Probate Fees	\$0.00	
Subtotal of Charges		\$101,408.20

Account Transfers

Transferred out of Phase 1	\$6,171.34	
----------------------------	------------	--

Credit Summary

Total Credits - All Types	\$102,901.49	
Total Credit Adjustments	\$52,076.11	
Total Closed Account Adjustments	\$0.00	
Total Payments Received (Applied to Acct Bal's)	\$50,825.38	
Total Overpayments (OP)	\$(398.89)	
Total Payments Received (plus overpayments)	\$51,224.27	
Less Overpayment Returns (\$ not deposited)	\$0.00	
Total Payments Received (less OP returns)	\$51,224.27	

Net Monthly Activity

\$(1,493.29)

Summary of Disbursement

Total Deposits & Payments Kept By	\$51,224.27	
Less Overpayment Refunds (patient / ins reimbursement)	\$(398.89)	
Gross Revenue	\$50,825.38	

Total LifeQuest Fee	\$2,287.14	
Probate Fees	\$0.00	
Total Due LifeQuest	\$2,287.14	

Total Service Revenue	\$48,538.24	
Total Payment Kept By	\$541.76	
Total Service Payable	\$0.00	
Probate Fees	\$0.00	
Other / Fees	\$0.00	
Total Due Service	\$47,996.48	

Messages:

Quality

Speed

Service

Receivables Distribution Report**Receivables Cash****All Companies****All Directories**

<u>Charges</u>	<u>Oct 2016</u>	<u>Nov 2016</u>	<u>Dec 2016</u>	<u>Jan 2017</u>	<u>Feb 2017</u>	<u>Mar 2017</u>	<u>Apr 2017</u>	<u>May 2017</u>	<u>Jun 2017</u>	<u>Jul 2017</u>	<u>Aug 2017</u>	<u>Sep 2017</u>	<u>Totals</u>
Oct 2016	230	18996	12712	10045	2854	3433	130	84	561	456	0	230 \$	49730
90309	0.3	21	14.1	11.1	3.2	3.8	0.1	0.1	0.6	0.5	0	0.3 %	55.1
Nov 2016		531	15227	19568	6287	2859	1264	318	476	768	700	30 \$	48029
90282		0.6	16.9	21.7	7	3.2	1.4	0.4	0.5	0.9	0.8	0 %	53.2
Dec 2016			272	22826	21099	10483	2516	742	1239	1028	1080	-60 \$	61226
106304			0.3	21.5	19.8	9.9	2.4	0.7	1.2	1	1	-0.1 %	57.6
Jan 2017				1058	17240	24091	10789	1553	4176	854	92	169 \$	60021
113717				0.9	15.2	21.2	9.5	1.4	3.7	0.8	0.1	0.1 %	52.8
Feb 2017					0	24766	11607	5859	1544	3858	2486	205 \$	50326
110798					0	22.4	10.5	5.3	1.4	3.5	2.2	0.2 %	45.4
Mar 2017						6291	15478	13033	8750	4355	2979	218 \$	51103
109191						5.8	14.2	11.9	8	4	2.7	0.2 %	46.8
Apr 2017							0	8066	20412	7986	8243	5244 \$	49950
107626							0	7.5	19	7.4	7.7	4.9 %	46.4
May 2017								1798	22981	23795	7792	3294 \$	59661
133686								1.3	17.2	17.8	5.8	2.5 %	44.6
Jun 2017									3377	21992	14962	2548 \$	42880
105523									3.2	20.8	14.2	2.4 %	40.6
Jul 2017										728	22797	13623 \$	37147
104315										0.7	21.9	13.1 %	35.6
Aug 2017											2988	24116 \$	27105
110742											2.7	21.8 %	24.5
Sep 2017												2164 \$	2164
61719												3.5 %	3.5
Averages	<u>1st Mo</u>	<u>2nd Mo</u>	<u>3rd Mo</u>	<u>4th Mo</u>	<u>5th Mo</u>	<u>6th Mo</u>	<u>7th Mo</u>	<u>8th Mo</u>	<u>9th Mo</u>	<u>10th Mo</u>	<u>11th Mo</u>	<u>12th Mo</u>	
Extended	1.6	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	
Weighted	1.6	18.1	16.3	7.3	3.2	3	0.8	0.4	0.6	0.4	0	0.3	

Attachment: FIRE DEPT_SEPT 2017 OT RPT (6287 : Fire Department Overtime and LifeQuest Medical Billing Reports for September, 2017.)

Total Page : 23 of 24
 Page : 1 of 2
 Date : 09/30/2017
 Time : 19:33:07
 History ID : 42316143

Credit Summary

Summary By Credit Code - Report Category/Code ID
 Phase 1 Credit Report

DE PERE FIRE RESCUE

<u>ID</u>	<u>Description</u>	<u>Credits</u>	<u>QTY %</u>	<u>Amount</u>	<u>Amount %</u>
Report Category	ADJUSTMENTS				
8	A--MEDICARE ADJUSTMENT	149	29.33	18999.04	18.46
9	A--MEDICAL ASSIST ADJUST	21	4.13	4648.08	4.52
223	A--MC 2% SEQUESTERED AMT ADJ	43	8.46	261.31	0.25
778	A--OTHER MC/MA MANDATORY ADJ	43	8.46	21996.34	21.38
LC	A--LIFEQUEST COLLECTIONS	10	1.97	6171.34	6.00
		-----		-----	
		266		52076.11	

Attachment: FIRE DEPT_SEPT 2017 OT RPT (6287 : Fire Department Overtime and LifeQuest Medical Billing Reports for September, 2017.)

Total Page : 9 of 9
 Page : 1 of 1
 Date : 09/30/2017
 Time : 19:32:27
 History ID : 42316140

Aging Summary

Phase 1 Aging Report

Report As Of September 30, 2017

Grouped By Schedule on Call

DE PERE FIRE RESCUE

ID	Description	Calls	Current	31 to 60	61 to 90	91 to 120	121 to 150	151 to 180	Over 180	Total
ATTY-EMS	Attorney (EMS)	2	0.00	0.00	0.00	793.20	0.00	0.00	1007.20	1800.40
CONT	CONTRACT SCHEDUL	1	0.00	0.00	0.00	0.00	752.20	0.00	0.00	752.20
DENY	PAYOR DENIED/NOT	18	3344.80	2565.60	2287.60	255.00	1070.60	255.00	0.00	9778.60
IE	Insurance (Electronic)	45	7559.60	16159.80	8630.00	2751.80	1351.00	1045.20	4460.00	41957.40
IE2	Insurance 2ndary (Ele	1	101.88	0.00	0.00	0.00	0.00	0.00	0.00	101.88
IMA	INSURANCE/MA	6	3461.00	0.00	0.00	0.00	1062.80	0.00	779.80	5303.60
IMAR	Insurance/MA Review	1	0.00	0.00	0.00	0.00	0.00	255.00	0.00	255.00
Innovis	Innovis Skip Trace Pro	23	1012.20	4297.60	2791.00	3075.40	979.80	3617.60	4090.80	19864.40
IP	INSURANCE (PAPER)	6	0.00	1143.80	0.00	997.00	550.00	0.00	2761.00	5451.80
IP2	Insurance 2ndary (Pa	1	0.00	275.00	0.00	0.00	0.00	0.00	0.00	275.00
IPAY	Ins May Pay Pt (Elec) -	10	6991.80	2216.40	0.00	0.00	1042.80	0.00	0.00	10251.00
Lat	Latitude - Export to	3	0.00	0.00	0.00	0.00	0.00	2021.60	1018.20	3039.80
MAHO	MA HMO/OUT OF STA	2	958.80	275.00	0.00	0.00	0.00	0.00	0.00	1233.80
MAHOR	MA HMO/Out of State	2	0.00	0.00	0.00	974.80	159.20	0.00	0.00	1134.00
MAWI	MEDICAID - WISCONSI	4	1261.80	179.63	0.00	0.00	0.00	0.00	0.00	1441.43
MCB	Medicare Part B	28	16420.00	6124.20	3364.40	0.00	0.00	708.40	0.00	26617.00
MRR	Medical Records Requ	1	758.00	0.00	0.00	0.00	0.00	0.00	0.00	758.00
NSA	NO SCHEDULE ASSIG	2	0.00	1643.60	0.00	0.00	0.00	0.00	0.00	1643.60
OPMT	OVERPAYMENT SCHE	2	0.00	0.00	0.00	0.00	-1066.00	0.00	-112.88	-1178.88
OPMTL	OVERPAYMENT - NEE	1	0.00	-257.05	0.00	0.00	0.00	0.00	0.00	-257.05
PCV	PreCollection Validatio	25	100.00	0.00	472.80	4846.05	1261.00	1020.00	3560.43	11260.28
PRIV	Private (Self) Pay - EM	60	18029.40	12602.80	10232.60	6297.40	1670.00	1553.60	2070.12	52455.92
PRIV2	PRIM PAYOR PD PRIV	73	12962.64	6762.84	4617.34	1792.31	231.30	0.00	275.00	26641.43
PRMX	Ins 2ndary (Auto X-O	28	2819.16	492.98	0.00	0.00	0.00	0.00	0.00	3312.14
PSMA	PRIMARY PAID - HOL	3	285.96	0.00	0.00	0.00	0.00	0.00	0.00	285.96
RCP	RECOUPMENT SCHED	3	0.00	-206.88	0.00	103.40	0.00	-75.65	0.00	-179.13
RRE	RAILROAD MEDICARE	1	682.80	0.00	0.00	0.00	0.00	0.00	0.00	682.80
SIG	SIGNATURE NEEDED (	9	2770.80	2362.40	1725.00	0.00	0.00	893.40	0.00	7751.60
T1	TIME PAY PHASE 1	17	6665.40	175.00	0.00	0.00	0.00	0.00	0.00	6840.40
UHC	UHC DO NOT USE A0	5	0.00	1470.00	1123.80	0.00	1336.20	0.00	3007.00	6937.00
VA	Veterans Admin Ins	3	1013.40	0.00	0.00	0.00	320.84	849.20	0.00	2183.44

Company Totals: 252 DE PERE FIRE RESCUE

386	87199.44	58282.72	35244.54	21886.36	10721.74	12143.35	22916.67	248394.82
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Attachment: FIRE DEPT_SEPT 2017 OT RPT (6287 : Fire Department Overtime and LifeQuest Medical Billing Reports for September, 2017.)



Billing, Collection, & Data Management Services

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N2930 State Road 22, Wautoma, WI 54982-5267

DE PERE FIRE RESCUE

Billing Reconciliation Summary
September 2017

252

Charges

Prior Month's Balance	\$249,888.11
September Charges	\$101,408.20

Subtotal of Charges

\$351,296.31

Adjustments

Intercept	\$0.00
Credit Tagged	\$0.00
Per Contract	\$0.00
LifeQuest Collections	\$6,171.34
Closed	\$0.00
Other	\$45,904.77

Total Adjustments for the Month

\$52,076.11

Credits

Cash / Check	\$8,425.36
Contract Payments	\$0.00
Credit Card	\$0.00
Direct Deposit	\$36,798.43
Hospital	\$0.00
Insurance	\$5,458.72
Payment Kept By	\$541.76

Total Payments Received for the Month

\$51,224.27

Overpayment

Recoupment	\$0.00
Refunds	\$-398.89
Returns	\$0.00
Service Payable	\$0.00
Other	\$0.00

Total Overpayments for the Month

-\$398.89

Total for Reconciliation Summary

\$248,394.82

Ending Balance of Accounts Receivables

\$248,394.82

Attachment: FIRE DEPT_SEPT 2017 OT RPT (6287 : Fire Department Overtime and LifeQuest Medical Billing Reports for September, 2017.)

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



Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
09/01/2017	909 Trailside	B	Carbon monoxide detector sounding	E111	Investigate, new battery needed
09/04/2017	1750 LeBrun Street	B	Electrical, wiring problem	E111, E121	Investigate, light fixture malfunction
09/05/2017	1776 West Matthew	C	Fire alarm sounding	A111, E111, E121	Investigate, unintentional
09/07/2017	2460 Main (Village of Bellevue)	A	Excessive heat	C101, E111	Investigate, electrical problem
09/09/2017	435 N. Washington	B	Fire alarm sounding	C190, E111, E121	Investigate, overheated light ballast
09/11/2017	102 N. Broadway	B	Fire alarm sounding	C102, E111, E121	Investigate, malfunction
09/14/2017	2117 Lost Dauphin Road	C	Cooking fire, contained to container	C102, E111, E121, L111	Investigate, burnt food
09/16/2017	1743 Burgoyne Court	C	Cooking fire, contained to container	E121	Investigate, burnt food
09/16/2017	2222 American Blvd.	A	Fire alarm sounding	A111, E111, E121, L111	Investigate, unintentional
09/19/2017	650 S. Michigan Street	A	Fire alarm sounding	E111	Investigate, malfunction
09/19/2017	1710 Lawrence Drive	A	Fire alarm sounding	E121	Investigate, unintentional
09/23/2017	802 Cook Street	C	Fire alarm sounding	E111, E121	Investigate, unintentional
09/27/2017	525 N. 10th Street	B	Cooking fire, contained to container	C101, E111, E121	Investigate, burnt food
09/28/2017	1100 Employers Blvd.	A	Fire alarm sounding	E121	Investigate, unintentional

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: October 10, 2017

DEPARTMENT: Finance/Personnel Committee

FROM: Lisa Renier

SUBJECT: Consideration of Shared Master Calendar of Events with Definitely De Pere, De Pere Chamber of Commerce and the City of De Pere (Requested by Alderperson Hansen).

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: October 10, 2017

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Consider Request to Purchase New Self Contained Breathing Apparatus (SCBA) for the Fire Department.*

ATTACHMENTS:

- SCBA REQUEST (PDF)

Memo



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

From: Alan Matzke, Fire Chief

Date: September 26, 2017 *ACM*

Re: Request to Purchase New Self Contained Breathing Apparatus

The Fire & Rescue Department would like to respectfully request permission to purchase new Self-Contained Breathing Apparatus (SCBA). The current Self-Contained Breathing Apparatus system was purchased in February of 2002 with a lifespan of 15-years. This equipment is the most vital component of personal protective equipment. Use of Self-Contained Breathing Apparatus is required to safely perform firefighter's mission critical tasks.

In order to receive the best competitive price and ensure the most appropriate use of taxpayer funds, the Department requested competitive bids from regional fire safety equipment vendors/suppliers. Four different qualified companies provided the Department with sealed bids, as described in the Request for Proposal (RFP) dated July 27, 2017. On Friday, September 8, 2017 at 4:00 p.m., the bids were opened at Fire Station #1. Attachment A is the base bid tabulation sheet that was compiled at this bid opening.

The replacement cost of the Self-Contained Breathing Apparatus was included in the 2017 Executive Budget and projected at \$278,000. The actual cost of replacing this system is fortunately significantly less than projected at \$178,105.20. When the RFP was developed, the current number of Paid-on-Call firefighters was used to establish the quantity of the face pieces. I would like to increase the number of Paid-on-Call staff back to the previously established number of twenty and not the current number of ten. I am requesting to purchase an additional ten face pieces at a total increase of \$2,383, in addition to the \$178,105.20, for a total purchase price of \$180,488.20.

All of our department members had a chance to review and test the different Self-Contained Breathing Apparatuses during several training events this past year. An evaluation tool was created to assist each member in evaluating the different features and preferences of each manufacturer. Our staff rated the manufacturer based on their individual preferences and the majority of the group was hoping to purchase

Attachment: SCBA REQUEST (6281 : Consider Request to Purchase New Self Contained Breathing Apparatus for Fire Dept.*)

MSA. The bid from MSA was \$54,242.80 more than the lowest bid, making the popular choice of MSA very difficult to justify.

The replacement Self-Contained Breathing Apparatus that the Fire Rescue Department is requesting approval to purchase is made in the U.S.A. by Scott Safety. The selected product meets all national and state Self-Contained Breathing Apparatus standards and the needs of the City of De Pere now and for many years into the future at a total fixed cost of \$180,488.20.

Thank you for your consideration of this request. I respectfully urge the Finance and Personnel Committee to approve the request to purchase this vital safety equipment and forward the recommendation for final approval by the City of De Pere Common Council.

CITY OF DE PERE - FIRE RESCUE DEPARTMENT
SELF-CONTAINED BREATHING APPARATUS (SCBA)
AND RELATED COMPONENTS



TABULATION OF BIDS
BID OPENING: SEPTEMBER 8, 2017 at 4:00 P.M.
ATTACHMENT A

<u>SUPPLIER NAME</u>	<u>BID PRICE</u>	<u>TRADE-IN ALLOWANCE</u>	<u>BID PRICE LESS TRADE</u>
1. Jefferson Fire & Safety (Scott)	\$181,485.20	\$3,380.00	\$178,105.20
2. Oshkosh Fire & Police Equipment (Scott)	\$184,611.00	\$3,920.00	\$180,691.00
3. Paul Conway Shields (Interspiro)	\$223,000.00	\$4,960.00	\$218,040.00
4. 5 Alarm Fire & Safety Equipment, LLC (MSA)	\$234,948.00	\$2,600.00	\$232,348.00

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

MEETING DATE: **October 10, 2017**

DEPARTMENT: **Police**

FROM: **Derek Beiderwieden**

SUBJECT: **Acceptance of \$1,100 Donation from WI Public Service to Police Department***

The police department has received a donation of \$1,100 from the Wisconsin Public Service for use by the police department to help purchase training safety equipment.

The training equipment specifically is "Redman" suits made of a soft red impact material designed to reduce injury to officers in training, particularly in the defense and arrest tactics classes where strong force and impact weapons are used.

The items purchased are needed items and will enhance our training scenarios.

Please accept this donation. If you have any questions about this information, please contact me at 339-4075 at your convenience.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 10, 2017

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Acceptance of \$500 Donation from Shopko Foundation to Police Department*

The police department has received a donation of \$500 from the Shopko Foundation for use by the police department to help purchase training safety equipment.

The training equipment specifically is "Redman" suits made of a soft red impact material designed to reduce injury to officers in training, particularly in the defense and arrest tactics classes where strong force and impact weapons are used.

The items purchased are needed items and will enhance our training scenarios.

Please accept this donation. If you have any questions about this information, please contact me at 339-4075 at your convenience.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 10, 2017

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Acceptance of \$1,500 Donation from WalMart to Police Department*

The police department has received a donation of \$1,500 from the WalMart for use by the police department to help purchase training safety equipment.

The training equipment specifically is "Redman" suits made of a soft red impact material designed to reduce injury to officers in training, particularly in the defense and arrest tactics classes where strong force and impact weapons are used.

The items purchased are needed items and will enhance our training scenarios.

Please accept this donation. If you have any questions about this information, please contact me at 339-4075 at your convenience.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 10, 2017

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Police Request to Adopt Certain Commercial Motor Vehicle Rules into City Ordinance*

The police department's traffic officer has been trained in motor carrier laws. As part of the enforcement of truck routes, equipment and moving violations, the traffic officer uses a variety of motor carrier transportation statutes. The law and rules associated with such enforcement are not part of the city municipal code and this causes the citations to be written under state law. The following chapter containing transportation rules needs to be adopted so the police department can enforce motor carrier rules and regulations at the municipal level; otherwise a citation goes to circuit court with the penalties going to Brown County and the state.

Chapter 194 gives the authority to stop to inspect commercial vehicles, and includes Trans Rules for commercial motor vehicle leasing, business rules, trip permits, size and weights, and semi/trailer requirements among others.

The police department requests the noted Chapter 194 be adopted into city ordinance. The city attorney will draft an ordinance to be presented at a later regular council meeting.

If you have any questions or concerns regarding this request, please contact me at your convenience.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 10, 2017

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Consideration of 2018 Benefit Renewal and Plan Design Changes*

ATTACHMENTS:

- 2018 Council Recommendation (1st draft) (DOCX)
- Letter to employees rolling out health nurse (DOCX)
- 2017 Onsite Contract (5) (PDF)

Memo

City of De Pere

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 RE: Consideration of 2018 Benefit Renewal and Plan Design Changes
 Date: October 10, 2017

Employee Benefits

We continue to monitor the benefit plans provided to the employees to maintain high value, financially stable design and costs. 2017 was a year of some big changes that projected plan sustainability. As we plan into 2018, we continually evaluate the fixed costs of the plan and opportunity to educate members on the high quality benefits provided.

Medical Plan language clarification

This year we concentrated on our plan language and design as compared to market standards with UMR/UHC. We're recommending the following changes to meet the market. (NOTE: we have not had any member use the acupuncture benefit to date)

Current Plan Design	2018 Proposed Changes
Manipulation – Medical necessity changed at 15 visits	Manipulation – Medical necessity increased to be checked at 25 visits
Replacement Batteries for Wheelchairs only	Exclude all replacement batteries
Orthotic & Orthopedic shoes covered with a diagnosis of diabetes and hammertoe	Allow custom molded foot orthotics for any diagnosis
Include initial purchase & fitting of the prosthetic; replacement is covered if due to pathological changes or growth; repair or maintenance is not covered	Include initial purchase, fitting, repair and replacement
Routine Vision Exam: (1) every (2) calendars years	(1) Exam & (1) refraction per calendar year
Physical Therapy/Occupation Therapy/Speech Therapy: 100 combined visits annually	Check for medical necessity after 25 visits
Acupuncture; No limits	Acupuncture not covered

2018 <u>Addition</u> of Prior Authorization language to plan:	
Radiology Services (MRA, MRI, PET, CT)	Radiation Therapy for Cancer Diagnosis
Occupational, Speech or Physical Therapy	Reconstructive Surgeries and Cosmetic Procedures
Genetic Testing	Hormone Therapies

Medical Renewal Rates 0% Increase

Based on the plan performance and the above recommended plan language changes, we are recommending the current rates remain effective for the 2018 plan year. The medical trend continues to be approximately 8.5%. The rates would continue to be:

Current - Renewal	
Single:	\$735.05
EE+1:	\$1,368.08
Family:	\$2,243.86
Retiree Single under 65:	\$970.27
Retiree EE+1 under 65:	\$1,805.87
Retiree Family under 65:	\$2,961.90
Medicare Single over 65:	\$661.55
Medicare Two over 65:	\$1,323.10
Medicare one over one under 65:	\$1,631.82

Dental Insurance

We also reviewed our dental plan components to meet market offerings. Below are the recommended changes to the plan.

Current Plan Design	Proposed 2018 plan changes
<i>Humana Plan</i>	
Endodontics – Coverage at 80%	Endodontics – Coverage at 50%
Gold Crowns – Covered at 50%	Gold Crowns – Covered at 0%
Gold Fillings – Covered at 80%	Gold Fillings – Covered at 0%

Dental Renewal Rates

Based on the plan performance, we are recommending a 10% increase to our Humana self-funded plan. The CarePlus rates will remain as is for 2018.

<u>Current - Humana</u>	<u>2018 – Humana Renewal</u>	<u>Dental Associates</u>
Single - \$ 42.75	Single - \$47.03	Single - \$34.94
Family - \$129.96	Family - \$142.96	Family - \$99.71

Life and LTD

The market analysis for our current Life and Long Term Disability offering show that our plans are comprehensive and competitive.

Wellness

Last year we implemented Health Assessments (HA's) partnered with Bellin Health and Healics. The City had a 93% participation rate and an overall average score of 77.2 as compared to Healics Nationwide average of 76.3.

As an incentive to participate in the HA's, we integrated the Health Reimbursement Account (HRA) dollars provided by the City of De Pere to employees. The 2017 Health reimbursement dollars were reduced by 50% but could be earned back by employees and spouses completing a Health Assessment (HA) in 2016. The total amount contributed to the HRA then equaled the same amount received in the past. The IRS has since impacted a ruling where the employee incentive may not be reduced based upon the spouse's refusal to participate in the health

assessment. Therefore, for 2018, the HRA earned incentive will be split between the employee and the spouse equally. If they both participate, the employee will receive the same incentive dollars in the HRA account as they previously could. If the spouse does not participate, or vice a versa, the employee will earn half the amount. If the employee does not have a spouse, they will earn the full amount by their participation.

Effective January 1, 2018, employees/spouses must have completed a wellness certificate in 2017 which demonstrates compliance with preventative screenings in addition to the Health Assessment (HA) in order to receive the additional HRA dollars. The preventative screenings include a complete physical and age appropriate screening such as breast, cervical and colorectal screenings (frequency for the medical exams/screenings would be determined by the member's physician). In addition, employees/spouses must complete a preventative dental exam and cleaning one time per year. The wellness certificate portion was delayed the first year as we understood it sometimes can take 6+ months to get an appointment for a physical. As we are self-insured, preventative care is paramount to early detection which therefore reduces costs.

Participants of last year's health assessments completed a health assessment feedback session with a health coach to review their health assessment score. We would like to enhance our services and now offer voluntary feedback with a Registered Nurse throughout the year versus a one-time appointment with a health coach. Please see the attached draft memo to employees which outlines the nursing program in further detail. Also, please see the attached contract for this service with Bellin Health.

The cost of the feedback session was \$2,800. We will be eliminating that expense going forward. The funding of \$5,200 of per year for an onsite nurse services/health coaching was approved last year as part of the renewal, but will first be implemented in December of 2017. The program will actually cost \$3,600 initially and if the program is successful, we would have the ability to increase the number of hours a nurse will be onsite beyond the 6 hours a month that we will start with. Funding for this program comes directly from the health cash account. This account is running at an 87% loss ratio.

Flexible Spending Account (FSA)/Health Reimbursement Account (HRA)/COBRA

The IRS has increased the amount an employee can put into a medical FSA to \$2,600 annually. We will be allowing this full amount.

Voluntary Vision Benefit

While a voluntary benefit, it will be considered open enrollment for any members who wish to participate in this program.

Member Communication

In the past we have held several employee meetings to educate on our annual benefit offerings. These meetings have traditionally been poorly attended. This year we are working with M3 to create a Brain Shark, a voice- animated power point that will be concise, informational and have the ability to be shared at department meetings, at home or on any smart device. We believe as time continues to be short for everyone and technology on the rise, this may be our most effective opportunity yet! Open enrollment will be from October 30 – November 17.

Please contact me at 339-4045 if you have questions prior to the meeting.

MEMO

To: City of De Pere Employees & Spouses
From: Shannon Metzler, Human Resources Director
Date: November 2017
Re: New Worksite Health Services

The City of De Pere in partnership with Bellin Health is pleased to announce **Health Coaching and Nursing services** will be available onsite starting December 2017. Participants of last year's health assessments completed a health assessment feedback session with a health coach to review their health assessment score. We are enhancing our services and now offering voluntary feedback with a Registered Nurse throughout the year versus a one-time appointment with a health coach. With the onset of this new offering, there's no longer a requirement to complete a mandatory Health Assessment (HA) Feedback Session.

Health Coaching and Nursing services are **voluntary, confidential and completely free** (valued at \$100-150 per hour*) offered to **benefit eligible employees and spouses**. (These services are not offered to children). The services include the following:

Nursing/Clinical

- Blood pressure monitoring and body fat (BMI) composition (previously offered through the City's health department)
- Immunizations/Vaccinations such as flu (previously offered through the City's health department), tetanus, pneumonia and TB skin test
- Treat and prescribe (based on Bellin Medical Group protocol) for strep throat, head lice, cold sores, pink eye and swimmer ear
- Basic care for earaches, sinus infections, flu or cold symptoms and more including worksite testing such as blood sugar (Basic care is providing an assessment, providing options for self-care or referral if necessary)
- Pain and injury consultation
- Information on age-appropriate screenings and tests
- Cryotherapy; "cold therapy" or use of ice or cold packs applied to a part of the body after an injury to reduce inflammation
- Kinesiology; taping that can benefit a wide variety of musculoskeletal and injuries, plus inflammatory conditions
- CPR and First Aid training

Health Coaching

- Understand and improve your HA results
- Improve nutritional choices
- Incorporate movement into your lifestyle
- Weight Loss
- Learn and use stress reduction techniques
- Manage chronic diseases (like high blood pressure, diabetes or tobacco addiction)

Meet Nurse Sabrina

Sabrina has been a Registered Nurse for 28 years. She has worked for Bellin Heath for the last 15 years at various different companies as an onsite nurse/health coach helping participants with a number of things including: improving their health and well-being, treating and preventing injuries (work and non-work related) diagnosing and treating medical issues, etc. People that have worked with Sabrina enjoy her wealth of knowledge, engaging personality and high energy.



Nurse Sabrina will be reaching out to all participants by phone that score a 70 and below on their health assessment and encouraging them to make an appointment with her. Appointments can be in person or telephonic. Everyone can benefit from seeing Nurse Sabrina no matter your score as everyone has things to improve.

Appointments can be scheduled online at Bellin.org/cityofdepere or by calling the 24/7 Employer Clinic Hotline at (800) 528-7883. She can be reached by e-mail at nurse@mail.de-pere.org. The scheduling link will be on the City's website under Human Resources. With supervisor approval, employees can meet with our Nurse Coach during working hours.

Locations:

City Hall (335 S. Broadway St.-Police department Conference Room)

- 1st and 3rd Tuesdays of each month
- 12 p.m.-1:30 p.m.

Municipal Service Center (925 S. Sixth St.-Small Conference Room)

- 1st and 3rd Tuesdays of each month
- 2 p.m. to 3 p.m.

If you have questions, please contact the City of De Pere Human Resources at 339-4045. Thank you.

bellinhealth

ON-SITE SERVICES AGREEMENT

This Agreement is entered into by and between Bellin Business Health Solutions, (“Bellin”), a division of Bellin Memorial Hospital, Inc. and City of De Pere (“Client”) to be effective on **December 1, 2017 (the “Effective Date”)**.

1. **Scope of Services.** Client agrees to purchase, and Bellin agrees to provide, on-site medical services for the benefit of Client’s employees. These services include the services described in the “On-Site Service Addendum” attached hereto and incorporated into this Agreement by reference.

2. **Payment for Services.** Client agrees to pay Bellin for the services requested by Client according to this section. Those services highlighted in bold have been requested to be provided as of the Effective Date of this Agreement. Other services, as listed in below or in the Addendum may be requested at any time during the term of the Agreement.

a. Bellin shall bill for all services furnished under this Agreement on an hourly basis, according to the Discipline Price Structure set forth below (“On-Site Services Fee”):

- | | |
|--|---|
| 1.) Health Technician / Medical Assistant /LPN | \$35.00 per hour (min of 1 hr per visit) |
| 2.) Fitness Expert: | \$55.00 per hour (min 1 hr) |
| 3.) Health Nurse: | \$50.00 per hour (min 3 hrs per visit) |
| 4.) Therapist/Ergonomics Specialist: | \$92.00 per hour (min 3 hrs per visit) |
| 5.) Occupational Health Mid-Level Provider: | \$80.00per hour (min 2 hrs per visit) |
| 6.) Occupational Health Physician: | \$216.00 per hour (min 2 hrs per visit) |
| 7.) Bellin Medical Group Mid-Level Provider: | \$80.00 per hour (min 2 hrs per visit) |
| 8.) Bellin Medical Group Physician: | \$130.00 per hour (min 2 hrs per visit) |

Strep Tests are included in the On-Site Services Fee and will not incur an additional charge.

b. Fully Insured - Workers compensation visits for physician and mid-level services will be recorded as 15 minute visits and subtracted from the on-site hourly rate. (For example, if the provider is on site for 2 hours and sees 3 workers compensation patients Bellin will bill 15 minutes each for the 3 workers compensation patients and will bill the client for 1 hour and 15 minutes at the provider’s hourly rate.)

Self-Insured – Workers compensation visits will be billed at the hourly rate.

c. Fully Insured - Workers compensation visits for therapy services will be reported as the amount of the time spent with the patient subtracted from the total number of on-site hours. (For example, if a Bellin therapist is on site for 3 hours and sees 1 workers compensation patient which

took 45 minutes, Bellin will bill 45 minutes for the workers compensation session, and will bill the client 2 hours and 15 minutes at the therapist's hourly rate.)

Self-Insured – Workers compensation visits will be billed at the hourly rate.

d. Bellin will invoice Client's worker compensation administrator/insurer for all workers compensation-related services at Bellin's then-current standard rates for professional services (without regard to the price structure set forth herein). If the services are deemed not to be for a workers compensation related matter, then Client shall reimburse Bellin according to the standard billing rates and procedures.

e. The On-Site Services Fee shall remain unchanged throughout the Initial Term of the Agreement (as defined below). Beginning in any Renewal Term of the Agreement (as defined below), the On-Site Services Fee shall be subject to increase upon sixty (60) days prior, written notice to Client. All invoices shall be paid by Client within 30 days of the invoice date. Client shall be responsible for all costs of collection, including reasonable attorneys' fees and costs.

3. Term of Agreement.

a. This Agreement shall be for a term of one (1) year beginning on the Effective Date and continuing until the first anniversary thereof ("Initial Term"). Thereafter, this Agreement shall automatically renew for successive one year periods ("Renewal Term", and together with the "Initial Term", the "Term" of the Agreement) unless terminated by either party by giving written notice of termination at least sixty (60) days prior to the end of the Initial Term or the then current Renewal Term. The above notwithstanding, either party may terminate this Agreement at any time, with or without cause, by providing sixty (60) days prior, written notice to the other party.

b. In the event that either party fails to perform a material term of this Agreement (other than non-payment by Client, which is provided for below), the non-breaching party shall provide the breaching party with written notice of the breach and the breaching party shall have ten days to cure the breach. In the event the breaching party fails to cure the breach within the ten day period, the non-breaching party shall have the right to immediately terminate this Agreement upon written notice.

4. Miscellaneous.

a. Bellin agrees to provide qualified and competent personnel to furnish services hereunder and a monthly summary of services provided. Except for those items to be provided by Client pursuant to Section 4(b) below, Bellin agrees to provide, at its expense, all equipment and supplies required to furnish services hereunder, which equipment and supplies shall remain Bellin's personal property and returned to Bellin upon termination or expiration of the Agreement.

b. Client agrees to provide, at no cost to Bellin, consistent, private clinical setting type space (at least for the duration of consultations or treatments), equipment and supplies for Bellin's staff performing services under this Agreement, which shall include, at a minimum, an adequate writing surface; two functional chairs; reliable, secure and timely internet connection; and access to a telephone, sink and running water. Additional equipment and supplies may be provided by Client at Bellin's request, if necessary for Bellin to perform the services under this Agreement, and if agreed to by Client.

i. In the event Client contracts for the services of any midlevel provider listed in Section 2(a)(5) through 2(a)(8) above, Client agrees to provide, in addition to those items in Section 4(b), one (1) private examination room; one (1) functional bathroom to be used for the purpose of providing services hereunder during the time Bellin staff are on-site; a waiting area; office space; and a dedicated telephone line capable of making and receiving outside calls.

c. Bellin agrees to provide 50 weeks of staffing coverage per year unless otherwise indicated and agreed to by both parties.

d. Client agrees not to recruit or hire any Bellin employee involved in providing services under this Agreement for the term of this Agreement and for a period of one (1) year after termination or expiration of this Agreement.

e. No relationship of employer or employee is created by this Agreement, it being understood that this Agreement will not change the employment relationships of the parties and their respective employees. The parties to this Agreement will act as independent contractors, and no party shall have or exercise any control or direction over the methods by which the other party's employees perform their work and functions.

f. This Agreement, including all Addendums, sets forth the entire agreement and understanding between Bellin and Client with respect to the subject matter hereof, and supersedes all previous oral or written communications, representations, or agreements between the parties concerning the subject matter. This Agreement may not be amended except by a written instrument signed or acknowledged by both Parties. The services covered by this Agreement are in addition to any other services or agreements entered into between the parties for unrelated services.

g. This Agreement will be governed by and construed in accordance with the laws of the State of Wisconsin without regard to conflicts of law. Any disputes arising under this Agreement shall be exclusively venued in the circuit court for Brown County, Wisconsin.

h. Except as expressly provided herein, neither party may assign, transfer, delegate, or subcontract, in whole or in part, any of its rights or obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Bellin's use of agents and subcontractors shall not be deemed a violation of this Agreement.

i. Each party agrees to indemnify and hold harmless the other party from and against any and all claims, demands, and expenses (including, but not limited to, expenses of investigation, settlement, litigation, and attorneys fees) arising out of or resulting from negligence or willful misconduct of the indemnifying party. This obligation shall survive the termination or expiration of this Agreement.

j. Bellin agrees to maintain Commercial General Liability insurance, with limits of no less than \$1,000,000 per occurrence and \$2,000,000 aggregate, and Professional Liability Insurance, with limits of no less than \$1,000,000 per occurrence and \$3,000,000 aggregate, covering the acts or omissions of Bellin employees providing professional services under this Agreement.

k. Both parties agree to comply with all provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations that may apply to them and ensure appropriate safeguards for the protection of medical information as set forth in those regulations.

1. Both parties agree and acknowledge that the terms of this Agreement, including the On-Site Services Fee and the Ancillary Services Fee, are confidential and Client agrees not to disclose the terms of the Agreement or provide a copy of the Agreement (in whole or in part) to any entity or individual not a party to the Agreement, except that Client may disclose the terms of the Agreement and/or provide a copy of the Agreement to professional advisors retained by Client to assist Client in the review of the Agreement.

IN WITNESS WHEREOF, the parties pledge their faithful performance of this Agreement.

BELLIN MEMORIAL HOSPITAL, INC.
d/b/a Bellin Occupational Health Solutions

CITY OF DE PERE

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

On-Site Service Addendum

EDUCATION	Doctor	Mid-Level	Rehab	Specialized Training	Nurse	Tech/M A	Medical Director
General Topics	x	x	x		x	x	x
Ergo/Back/Body Mech			x				
1 st Aide					x		
CPR						x	
Blood Born Pathogen					x		
Women's Health	x	x	x	x	x		
OSHA Topics	x						x
Wellness (General)					x	x	
Stress					x		
Nutrition					x		
Nutrition (Dietician)				x			
Fitness (General)				x	x		
Fitness				x			
Smoking Cessation				x	x		
Weight Mgmt				x	x		
PREVENTION							
Pre-employment Physical Exam	x	x					
Personal Fitness Training						x	
HRA Follow Up					x		
Drug/Alcohol Screening						x	
BP Monitoring					x	x	
Audiogram						x	
Pulmonary Function Test						x	
Respirator Fit Test						x	
Ergo Program Devel			x				
Vaccinations/Immunize					x	x	
Post offer Funct Assess			x				
Ergo/Eval/Survey			x				
General Medical Counsel	x	x			x		x
Company Walk Through	x	x	x		x	x	x
Med. Policy Review	x						x
Surveillance Physicals	x	x					
Fitness Center Set up/Staff						x	
Fitness Stretching						x	
Pre-Work Stretch Routine			x			x	
TB Skin Test					x	x	
TREATMENT							
Work Injury	x	x	x				x

Evaluation							
Work Injury Triage/Protocol			x	x			
Work Injury Treatment	x	x	x	x			x
Work Related Determine	x	x					x
Physical Therapy			x				
Occupational Therapy			x				
Sick Call (Gen Medical)	x	x					x
Sick Call Triage/Protocol				x			
General Medical f/u care	x						x
Accident Investigation				x			x
RTW/RECORD KEEPING							
Fit for Duty Exam	x	x					x
Functional Capacity Eval			x				
Physical Job Descriptions			x				
Transition to Gen Fitness						x	
Transitional Duty Program			x	x			
Restriction Interpretation			x	x			
Medical Case Review	x						x
Substance Abuse Flw-Up				x			
Work Hardening			x				
Work Comp Case Mgmt				x			
ASAP Return to Work			x				
RTW Policy Devel	x						x
OSHA 300 Log Keeping				x			
W Trend Analysis				x			
Work Injury Claims Review							x
Accommodation Recommendations							x
Review STD & LTD Claims							x
FMLA case review							x

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 10, 2017

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consider Creation of Chapter 9 DPMC Non-Discrimination in Housing, Accommodation and Employment*

At the September 12, 2017 Finance/Personnel meeting, the Committee referred the proposed ordinance back to staff so that outreach with local businesses could occur. On September 14 and 20, 2017, the proposed ordinance and explanation of the draft ordinance were sent to the De Pere Chamber, Definitely De Pere and the Green Bay Chamber, asking that they distribute the materials to their membership for feedback. The Green Bay Chamber forwarded one response, which is included as an attachment.

ATTACHMENTS:

- Anti-Discrimination Ord 2017 compilation (DOCX)
- Emails From Casey Nelson-Business Owners 2017 (DOCX)
- anti discrim ord busines comment (PDF)
- Supporting 10-10-17 (PDF)
- Prohibited Discrimination Proposal Memo - (Alderpersion Nelson) (DOCX)

CHAPTER 9

NON-DISCRIMINATION IN HOUSING, ACCOMODATION AND EMPLOYMENT

Sec. 9-1.

(a) Policy and Intent.

A vibrant, productive and economically successful city is made possible by the talents, contributions and well-being of its diverse residents. It is the policy of the City of De Pere that equal rights and equal opportunity within the context of the larger commercial and social fabric of the De Pere community are promoted.

Provision for adequate safeguards against discrimination is a proper and necessary function of city government. To protect the health, safety and general welfare of all inhabitants of the city, and all persons employed and living within the city, it is declared to be the public policy of this city to foster and enforce to the fullest extent of the law equal opportunity employment, housing and public accommodations without regard to actual or perceived age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, race, religion, color, military service or veteran status, person with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking.

Where applicable, this chapter shall be interpreted and applied consistently with the provisions of Title VIII of the Civil Rights Act of 1968, 42 U.S.C. sections 3601, et seq., 24 C.F.R. sections 100, et seq., and ss. 66.1011, 106.50 and 111.31, Wis. Stats., and any successor provisions of state and federal law.

(b) Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Age means being age 40 or older.

Ancestry means the country, nation, tribe or other identifiable group from which one descends.

Color means color of skin.

Committee means the City Finance/Personnel Licensing Committee.

Disability means, with respect to a person, any of the following:

- (1) A physical or mental impairment which substantially limits one or more of the person's major life activity.

- (2) A record of having impairment.
- (3) Being perceived as having impairment.
- (4) This term does not include current, illegal use of or addiction to a controlled substance. The behavioral manifestations of a mental disability may be taken into consideration in determining whether or not the applicant is qualified.

Discriminate, discrimination or discriminatory shall mean any act, policy, advertisement or practice which, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person's actual or perceived age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, military service or veteran status, race, religion, color, persons with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking.

Dwelling means any building, structure or portion thereof which is occupied as or designed or intended for occupancy as a residence by one (1) or more families, and vacant land which is offered for sale or lease for the construction or location thereon of any such building, structure or portion thereof.

Employee shall mean any individual employed or seeking employment from an employer.

Employer shall mean any person who, for compensation, regularly employs five or more individuals, not including the employer's parents, spouse or children. For purposes of [this ordinance] an "employer" is also any person acting on behalf of an employer, directly or indirectly, or any employment agency.

Gender identity and/or gender expression means a person's gender-related self-identity, appearance, expression or behavior, regardless of the person's assigned sex at birth.

Family includes one or more natural person.

Family status means any of the following conditions that apply to a person seeking to rent or purchase housing or to a member or prospective member of the person's household regardless of the person's marital status:

- (1) A person is pregnant.
- (2) A person is in the process of securing sole or joint legal custody, periods of physical placement or visitation rights of a minor child.
- (3) A person's household includes one (1) or more minor or adult relatives.
- (4) A person's household includes one (1) or more adults or minor children in his or her legal custody or physical placement or with whom he or she has visitation rights.
- (5) A person's household includes one (1) or more adults or minor children placed in his or her care under a court order, under guardianship or with the written permission of a parent or other person having legal custody of the adult or minor child, or adopted person.

Marital Status means the status of being married, single, divorced, separated or widowed.

Military Service or Veteran Status means current or former service in the U.S. armed forces, the state defense force, the national guard of any state, or any other reserve component of the U.S. armed forces.

National origin means generally a member of a nation by origin, birth or naturalization or having common origins.

Person shall mean one or more individuals, firms, corporations, partnerships or other organizations, associations or groups of persons however arranged, labor organizations, legal representatives, mutual companies, joint stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers and fiduciaries.

Place of public accommodation shall mean all establishments within the City of De Pere which offers goods, services, accommodations and entertainment to the public. A place of public accommodation does not include any institution or club which by its nature is distinctly private.

Protected classes are defined as:

- (1) **Age.** Persons 40 years of age or older.
- (2) **Color.** A person's skin color.
- (3) **Disability/Handicap.** A physical or mental impairment that substantially limits one or more major life activities.
- (4) **Domestic Abuse, Sexual Assault and Stalking Victims.** Persons who have been or are victims of domestic abuse, sexual assault or stalking.
- (5) **Family Status.** Household composition, including the presence of children.
- (6) **Gender Identity and/or Gender Expression.** A person's gender-related self-identity, appearance, expression or behavior, regardless of the person's assigned sex at birth.
- (7) **Lawful Source of Income.** A person's legal means of income, including such subsidized forms as Social Security, food stamps, unemployment compensation, etc.
- (8) **Marital Status.** Married, unmarried, single, divorced, widowed or separated.
- (9) **Military Service or Veteran Status.** Active or former military service, including retirement or honorable discharge therefrom.
- (10) **National Origin/Ancstry.** The country of one's birth and/or the nationality of one's ancestors.
- (11) **Race.** A person's race or the race of persons with whom one associates.
- (12) **Religion.** A person's religious beliefs or denominational affiliation.
- (13) **Sex.** A person's sex, including sexual harassment or intimidation.
- (14) **Sexual Orientation.** Individuals identified as heterosexual, gay, lesbian, bisexual or any sexual orientation identity.

Race means generally a member of a group united or classified together on the basis of common history, nationality or geography.

Religion or creed means a system of religious beliefs including moral or ethical beliefs about right and wrong that are sincerely held with the strength of traditional religious views.

Sex/gender means being female or male.

Sexual Orientation means a person's actual or perceived heterosexuality, homosexuality, asexuality, or bisexuality.

To rent includes to lease, to sublease, to let and to otherwise grant for consideration the right to occupy premises not owned by the occupant.

(c) Discrimination in Housing Prohibited.

(1) Subject to other provisions of this article, no person may discriminate in the rental of housing, procurement of property owner's insurance or commit any sale or discriminatory housing practice against a person on the basis of actual or perceived: age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, race, religion, color, military service or veteran status, person with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking.

(2) **Discriminatory housing practice** means:

- (A) To refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of any basis listed in this chapter.
- (B) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of any basis listed in this chapter.
- (C) To make, print or publish or cause to be made, printed or published any notice, statement or advertisement with respect to the sale, financing or rental of a dwelling that indicates any preference, limitation or discrimination because of any basis listed in this chapter or an intention to make such preference, limitation or discrimination.
- (D) To represent to any person because of any basis listed in this chapter that any dwelling is not available for inspection, sale or rental when such dwelling is, in fact, so available.
- (E) To induce or attempt to induce any person to sell or rent any dwelling by representations regarding the entry or prospective entry into the neighborhood of persons of a particular economic status or a member of a protected class as set forth in this chapter or by representations to the effect that such present or prospective entry will or may result in any of the following:
 - i. The lowering of real estate values in the area concerned.
 - ii. A deterioration in the character of the area concerned.
 - iii. An increase in criminal or antisocial behavior in the area concerned.

- iv. A decline in the quality of the schools or other public service facilities in the area.
 - (F) For any bank, building and loan association, insurance company or other corporation, association, firm or enterprise whose business consists in whole or in part of the making of commercial real estate loans, to deny a loan or other financial assistance to a person applying therefor for the purpose of purchasing, constructing, improving, repairing or maintaining a dwelling, or to discriminate against such person in the fixing of the amount, interest, rate, duration or other terms or conditions of such loan or other financial assistance, because of any basis listed in this chapter applicable to such person or to any associated person in connection with such loan or financial assistance, or of the present or prospective owners, lessees, tenants or occupants of the dwelling in relation to which such loan or other financial assistance is given.
 - (G) By advertising in a manner that indicates discrimination by a preference or limitation based upon the classes of persons protected by this chapter.
 - (H) For a person in the business of insuring against hazards, by refusing to enter into, or to do so by exacting terms, conditions or privileges with respect to a contract of insurance against hazards to a dwelling based upon the classifications of persons protected by this chapter.
- (3) ***Discrimination against victims of domestic abuse prohibited.*** A person may not evict a tenant or refuse to rent or lease residential property based on the fact that a tenant or prospective tenant or a member of the tenant's or prospective tenant's household has been or may be the victim of domestic abuse, as defined in §813.12(1)(a), Wis. Stats., or has been a victim of a crime prohibited by Chapter 948, Wis. Stats.
- (4) ***Discrimination against persons with disabilities prohibited.*** For the purposes of this section, "discrimination" includes but is not limited to:
- (A) A refusal to permit, at the expense of the disabled person, reasonable modifications of existing premises occupied or to be occupied by the person if the modifications may be necessary to afford the person full enjoyment of the premises, except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted.
 - (B) A refusal to make reasonable accommodation in rules, policies, practices or services, when the accommodations may be necessary to afford the person equal opportunity to use and enjoy a dwelling.
 - (C) In connection with the design and construction of covered multi-family dwellings for first occupancy after March 31, 1991, a failure to design and construct the dwelling in a manner that the public use and common use areas of the dwelling are easily accessible to and useable by disabled persons; or, a failure to comply with the appropriate requirements providing accessibility and usability for physically disabled

people as set forth within, or adopted by, this code including the American National Standard for buildings and facilities requirements.

(5) *Animals assisting persons with disabilities.*

(A) If an individual's vision, hearing or mobility is impaired, it is discrimination for a person to refuse to rent or sell housing to the individual, cause the eviction of the individual from housing, require extra compensation from an individual as a condition of continued residence in housing or engage in the harassment of the individual because he or she keeps an animal that is specially trained to lead or assist the individual with impaired vision, hearing or mobility if all of the following apply:

- i. Upon request, the individual shows to the lessor, seller or representative of the condominium association credentials issued by a school recognized by the department as accredited to train animals for individuals with impaired vision, hearing or mobility.
- ii. The individual accepts liability for sanitation with respect to, and damage to the premises caused by, the animal.

(B) Subdivision (A) does not apply in the case of the rental of owner-occupied housing if the owner or a member of his or her immediate family occupying the housing possesses and, upon request, presents to the individual a certificate signed by a physician which states that the owner or family member is allergic to the type of animal the individual possesses.

(d) Discrimination in Employment Prohibited

With regard to employment, it shall be unlawful for any employers or labor organizations, to engage in any of the following acts, wholly or partially for a discriminatory reason:

- (1) To discriminate against any individual, with respect to failure to hire, refusal to hire, discharge, compensation, terms, conditions, or privileges of employment, including promotion; however nothing in this subsection shall be construed to require any employer to provide benefits, such as insurance, to individuals not employed by the employer;
- (2) To limit, segregate, or classify employees in any way which would deprive or tend to deprive any employee of employment opportunities, or which would otherwise tend to adversely affect his or her status as an employee; or
- (3) To fail or refuse to refer for employment, or to give negative information to a potential employer of any individual, in such a manner that would deprive or limit an individual's employment opportunities or that would otherwise adversely affect an individual's status as an applicant or prospective employee.

(e) Discrimination in Public Accommodations Prohibited

It shall be unlawful for a business establishment or place of public accommodation to deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages, and accommodations wholly or partially for a discriminatory reason.

(f) Exceptions.

(1) Nothing in this article shall prohibit:

- (A) A religious organization, association or society, or any nonprofit institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society, from limiting the sale, rental or occupancy of dwellings which it owns or operates for other than a commercial purpose to persons of the same religion, or from giving preference to such persons.
- (B) A private club, not in fact open to the public, which as incident to its primary purpose provides lodging which it owns or operates for other than a commercial purpose, from limiting the rental or occupancy of such lodgings to its members or from giving preference to its members.
- (C) Discrimination on the basis of age or persons with disability in relation to housing designed to meet the needs of the elderly or persons with disabilities.

(2) With the exception of prohibitions against discriminatory advertising and statements, this article shall not apply to:

- (A) An owner-occupied building containing no more than four units when the units are being sold or rented without the assistance of a real-estate broker, agent or such facilities or services in the business of selling or renting dwellings.
- (B) A single-family residence if it is rented or sold by an owner who does not own more than three such single-family residences at any one time and; provided that in the case of the sale of any such single-family residence by a private individual owner not residing in the house at the time of such sale or who was not the most recent resident of such house prior to such sale, the exemption granted by this subsection shall apply only with respect to one such sale within a twenty-four (24) month period and; provided any such single-family residence is being sold or rented without the assistance of a real-estate broker, agent or such facilities or services in the business of selling or renting dwelling.

(g) Enforcement.

(1) Any person who claims to have been aggrieved or injured under this ordinance may file a written complaint with the City Administrator (or authorized designee), setting forth therein the details, including location of property, names, dates, witnesses, and other factual matters. All such complaints shall be signed by the complainant. Such complaints shall be filed within 300 days after the alleged violation of this ordinance.

- (2) The City Administrator shall provide a copy of a timely-filed complaint to the City Attorney for review and jurisdictional determination.
- (3) The City Administrator may receive and provide resolution to complaints on a voluntary, informal dispute resolution basis, may adopt rules, policies and regulations, and involve City staff as deemed appropriate and consistent with this ordinance and the laws of this state to carry out the policy and provisions of this ordinance and the powers and duties of the City Administrator.
- (4) Any complaint not voluntarily resolved through an informal dispute resolution process shall be forwarded to the City Attorney for an ordinance enforcement determination.

(h) Jurisdiction.

- (1) The City shall not exercise jurisdiction over any complaint that sets forth or states any facts or allegations that are subject matter within the jurisdiction of any state or federal agency, including but not limited to the U.S. Equal Employment Opportunity Commission or the State of Wisconsin, Department of Workforce Development, regardless of whether the complainant has chosen to file with that said agency or not. If it appears that the City does not have jurisdiction over a filed complaint, the complainant shall be referred to the appropriate state or federal enforcement agency.
- (2) It shall not be an unlawful discriminatory practice for an employer to observe the conditions of a bona fide seniority system or a bona fide employee benefit system based on age such as a retirement, pension or insurance plan which is not a subterfuge or pretext to evade the purposes of this ordinance.
- (3) Nothing contained in this ordinance shall be deemed to prohibit selection or rejection based solely upon a bona fide occupational qualification, a bona fide physical requirement, or, as to a religious or denominational institution, based upon a preference for applicants of the same religion or denomination.

(i) Penalty for violation of Chapter.

Penalty for violation of chapter. Any person who violates any provision of this chapter shall be subject to a municipal ordinance forfeiture in such amount as determined by resolution of the common council. Each such violation shall constitute a separate offense.

From: Annette Grunseth [annettegrunseth@gmail.com]
 Sent: Tuesday, October 3, 2017 4:17 PM
 To: Casey Nelson; Stacie Christian
 Subject: A signature in favor non discrimination ordinances

Hi Casey and Stacie,
 Attached is a signature from Lori Teske from Dwell and Grace consignment store on George Street.
 I Invited her to the meeting on October 10 at City Hall. She did not want to talk but said her daughter probably will. She will let me know.

Since you want to get this right away, I thought I'd send it today. I have two more calls to make tomorrow and will send signatures if (when) I get two more.

PS I plan to be at the meeting Oct 10th and can also speak up.
 Annette

Annette Grunseth
 920-819-2494
annettegrunseth@gmail.com

From: ll [REDACTED]
Sent: Sunday, October 1, 2017 8:27 PM
To: Casey Nelson
Subject: Ordinance concerning gender identity/expression

Dear Alderman Nelson;

It was brought to my attention that you have submitted an ordinance prohibiting the discrimination in employment, housing, and public accommodation based on gender identity or expression. As a business owner, mother, grandmother, and resident of De Pere, I commend your leadership and forward thinking and I encourage you to move forward on this matter. In these days when fear, ignorance, bullying, and hatred are so prevalent, more communities would benefit from this type of leadership.

Sincerely,

Chris Spah
 Owner/Operator of The Pasty Shop

From: Rich Starry [rich@thestarrys.com]
Sent: Thursday, September 21, 2017 12:11 PM
To: Casey Nelson
Subject: Discrimination Ordinance

I did see the correspondence and saw on tv the presentation before the board...

I would be in support of the ordinance and have no questions.

Thanks for the hard work supporting DePere and its residences.

Rich



Judy Schmidt-Lehman

From: Jayme Sellen <JSellen@greatergbc.org>
Sent: Wednesday, September 20, 2017 10:12 AM
To: Judy Schmidt-Lehman
Subject: RE: City of De Pere proposed anti-discrimination ordinance

Here is one

Employers want consistency and one set of rules. First of all, I am not a lawyer but it would seem the current protected class of Sexual Orientation would provide discrimination protection to someone in this trendy "gender identity" category. While I don't know of any current businesses in De Pere that would discriminate against someone based on "gender identity" (in the current absence of this proposed ordinance) and it is unlikely an employer would decide to not start or discontinue operating a business in De Pere due to this innocuous proposal, if adopted, why would the City want to create its own exception to federal and state law that makes the City Council the arbiter of guilt and penalty for something as significant as "Discrimination" rather than State and Federal law and courts?

From: Judy Schmidt-Lehman [mailto:jschmidt-lehman@mail.de-pere.org]
Sent: Wednesday, September 20, 2017 9:33 AM
To: Jayme Sellen
Subject: RE: City of De Pere proposed anti-discrimination ordinance

Thanks Jayme. Is it possible for you to forward their comments on to me so that I can share them with the Committee? If they are concerned about being identified, would you be able to send them to me without identifying who sent them?

Thanks again!

Judy

From: Jayme Sellen [mailto:JSellen@greatergbc.org]
Sent: Wednesday, September 20, 2017 9:16 AM
To: Judy Schmidt-Lehman; 'Tina Quigley '; De Pere Chamber of Commerce; Laurie Radke
Cc: Casey Nelson; Larry Delo; Ryan Jennings
Subject: RE: City of De Pere proposed anti-discrimination ordinance

Hi Judy,

I did send it to a few of our members in De Pere. I have heard from a few but not everyone I sent it to.

Thank you,

Jayme

From: Judy Schmidt-Lehman [mailto:jschmidt-lehman@mail.de-pere.org]
Sent: Wednesday, September 20, 2017 8:16 AM
To: 'Tina Quigley '; De Pere Chamber of Commerce; Laurie Radke; Jayme Sellen
Cc: Casey Nelson; Larry Delo; Ryan Jennings
Subject: RE: City of De Pere proposed anti-discrimination ordinance

Attachment: anti discrim ord busines comment (6293 : Consider Creation of Chapter 9 DPMC Non-Discrimination in Housing, Accommodation

Good Morning! I am writing in follow-up to my e-mail below, asking that you consider assisting the City of De Pere in distributing a draft "Anti-Discrimination" ordinance currently up for discussion by the City's Finance/Personnel Committee. If you would please let me know if you have distributed the proposed ordinance among your membership, I would appreciate it. If your agency has decided to not forward it on, I would appreciate knowing that as well.

I have attached a copy of the draft ordinance in case your email in-box is as cluttered as mine!

Thank you again for your considered assistance!

Judy

Judith Schmidt-Lehman
De Pere City Attorney
335 S. Broadway Street
De Pere, WI 54115
(920) 339-4042
(920) 339-4049 (fax)
jschmidt-lehman@mail.de-pere.org

From: Judy Schmidt-Lehman
Sent: Thursday, September 14, 2017 3:51 PM
To: Tina Quigley ; De Pere Chamber of Commerce; 'lradke@greatergbc.org'; 'jsellen@greatergbc.org'
Cc: Casey Nelson; Larry Delo
Subject: City of De Pere proposed anti-discrimination ordinance

Greetings all. I am writing to request your assistance in distributing to your respective memberships an ordinance currently under consideration in De Pere. An explanation from Ald. Casey Nelson, sponsor of the proposal together with the current draft of the proposed ordinance is attached. We hope that you will assist us in seeking public input on the draft ordinance.

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

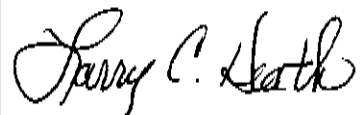
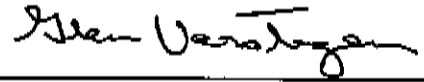
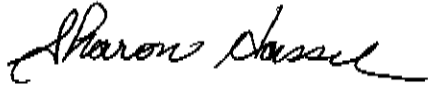
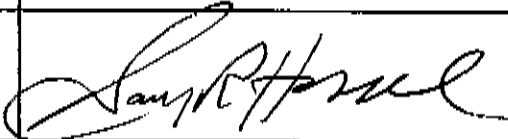
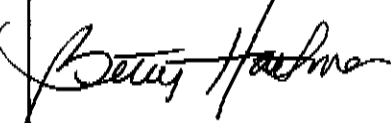
Thanks so very much for your willingness to help us with this!

Judy

Judith Schmidt-Lehman
De Pere City Attorney
335 S. Broadway Street
De Pere, WI 54115
(920) 339-4042
(920) 339-4049 (fax)
jschmidt-lehman@mail.de-pere.org

Attachment: anti discrim ord busines comment (6293 : Consider Creation of Chapter 9 DPMC Non-Discrimination in Housing, Accommodation

If live, work, or do business in De Pere and you or your business support the addition of gender identity and expression to the City of De Pere's non-discrimination policy for employment, housing, and public accommodations, please consider filling in your information below:

Affiliation (check all applicable):	Name:	Address (De Pere residence, business, employer):	Signature:
☒ Resident ☐ Business ☐ Employed in De Pere	Shawna Stueck	449 N. Wisconsin St. De Pere, WI 54115	
☒ Resident ☐ Business ☐ Employed in De Pere	LARRY C. HEATH	3552 HICKORY RIDGE DE PERE, WI 54115	
☒ Resident ☐ Business ☐ Employed in De Pere	GLEN VERSTEGEN	3552 HICKORY RIDGE DE PERE, WI 54115	
☒ Resident ☐ Business ☐ Employed in De Pere	SHARON HASSEL	1863 HORSESHOE CT DE PERE, WI 54115	
☒ Resident ☐ Business ☐ Employed in De Pere	GARY R. HASSEL	1863 HORSESHOE CT DE PERE, WI 54115	
☐ Resident ☐ Business ☒ Employed in De Pere	Betty Hartman	2470 Brenner PL Green Bay, WI 54301	
☐ Resident ☒ Business ☐ Employed in De Pere	Pete Angilello	320 Wisconsin Ave. De Pere, WI 54115	
☒ Resident ☐ Business ☐ Employed in De Pere	Anne B. Rakow-Weist	4029 Willow Tree Ln De Pere, WI 54115	

PROPOSAL

Proposal to draft an ordinance that defines protected classes in which discrimination is prohibited in areas of housing, employment and public accommodation in the city of De Pere.

Protecting citizens from discrimination is an important responsibility for any governing body, and publicly displaying a steadfast dedication to this issue will help our city attract a vibrant, diverse citizenry. This proposal requests approval to draft an ordinance prohibiting discrimination in housing, employment and public accommodation for specific defined protected classes. The main objective of this ordinance is to illustrate that the city of De Pere understands and appreciates the importance of equal treatment for all of its citizens. This may very well provide economic benefits by making our city more appealing to visitors and individuals looking for a progressive place to live.

This ordinance will prohibit discrimination in housing, employment and public accommodation for the following protected classes: age, color, family status, gender identity and/or gender expression, marital status, national origin/ancestry, race, religion, persons with disability, sex, sexual orientation, source of lawful income or victims of domestic violence, sexual assault or stalking. The primary intention in regards to housing will be to make it unlawful to refuse to sell, rent to, negotiate with or provide financing to any person because of their inclusion in a protected class. For employment, the ordinance will bar any act, policy, advertisement or practice which, regardless of intent, has the effect of subjecting any person to differential treatment as a result of that person's inclusion in a protected class. In regards to public accommodation, the ordinance will prohibit a business establishment or place of public accommodation to deny, directly or indirectly, any person the full enjoyment of the goods, services, facilities, privileges, advantages, and accommodations wholly or partially for a discriminatory reason.

Any person who claims to have been wronged under this ordinance will first have their complaint heard by the Mayor, who will attempt to rectify the situation. If a resolution cannot be reached or discrimination continues a fine may be instituted. With the exception of egregious violations, an informal resolution will be preferred over municipal prosecutions. This ordinance will be designed to cover only those situations that are not currently covered under state and federal anti-discrimination laws. The major difference in this ordinance compared to protected classes included in federal and/or state anti-discrimination laws is protection for gender identity or expression. Enacting this ordinance will convey that De Pere is a progressive, open minded city that accepts and protects everybody. There are communities and states that have enacted or are proposing legislation to further single out and allow discrimination against this portion of the population and we have an opportunity to stand out and display a commitment to protect persons regardless of their gender identity or expression.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 10, 2017

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Procedures for Post Issuance Tax Compliance for Tax –Exempt Borrowings*

ATTACHMENTS:

- Memo(DOC)
- PostIssuance Procedures for Tax-Exempt Borrowings (PDF)

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: October 4, 2017
Subject: Procedures for Post-Issuance Tax Compliance for Tax-Exempt Borrowings

In order for our bond counsel to complete the IRS form 8038-G for our most recent borrowing the City Council should formally adopt written procedures for post-issuance tax compliance for tax-exempt borrowings that I have attached for your review. The Finance Department has had these procedures in place for our borrowing activity but the procedures themselves should be approved in our case first by the Finance Committee and subsequently formally approved by the City Council.

The focus of the procedures for tax exempt borrowing centers primarily around two items. The first is the possibility of an interest rebate calculation and possible rebate to the US Treasury. The City has not had to obtain rebate determinations or pay rebates since we have qualified for the 18-month spending exception allowed in IRS regulations meaning that borrowing proceeds have been expended a) at least 15% within six months of the receipt of borrowing proceeds, b) at least 60% within twelve months, and c) 100% within 18 months. Secondly, the City has complied with monitoring possible private business use by initially identifying these types of borrowings such as development grants and classifying them as taxable borrowings not qualifying for tax-exempt status.

I am recommending your approval of the attached procedures. Feel free to contact me with any questions you may have and I will also be at the Finance Committee meeting on Tuesday October 10th.

CITY OF DE PERE, WISCONSIN

**PROCEDURES CONCERNING
TAX COMPLIANCE FOR
TAX-EXEMPT BORROWINGS**

**PROCEDURES CONCERNING
TAX COMPLIANCE FOR
TAX-EXEMPT BORROWINGS**

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PROCEDURES CONCERNING TAX COMPLIANCE FOR TAX-EXEMPT BORROWINGS

I. Purpose

These procedures concern borrowing obligations of the City of De Pere, Wisconsin (the “**Issuer**”), which are referred to herein as “**bonds**”, whether the obligations are actually called bonds, promissory notes, a loan, or some other name.

Interest on most bonds is exempt from federal income tax, subject to compliance with Internal Revenue Code requirements, including *restrictions on investment of bond proceeds* and *requirements as to use of bond proceeds*. This document sets forth procedures to monitor compliance with the applicable federal tax requirements.

In addition, the Issuer may issue (or may have issued) direct-pay, tax-advantaged borrowing obligations, such as Build America Bonds, that are subject to similar restrictions.

These procedures do not apply to bonds of the Issuer that are “conduit bonds”, the proceeds of which are loaned to a nongovernmental person or entity.

2. Identification of Bond Issues for Federal Tax Purposes

The Issuer acknowledges that the federal tax rules apply separately to each bond issue for federal tax purposes. Sometimes, for federal tax purposes, two or more separately named borrowings may be treated as a single bond issue, or a single named borrowing may be treated as being composed of two bond issues. The Responsible Officer will review the Issuer’s tax certificates, and consult with bond counsel as necessary, to identify and maintain a list of each outstanding bond issue, as treated for federal tax purposes.

3. Responsibility

The following officers or representatives of the Issuer are assigned the compliance responsibilities set forth below:

Responsibility	Responsible Officer
Overall compliance	Finance Director
Maintaining list of bond issues	Finance Director
Requirements relating to investment of bond proceeds, including obtaining rebate determinations and making required rebate payments on a timely basis	Finance Director
Requirements relating to use of bond-financed property, including monitoring the amount of any private business use	Finance Director
Retention of records	Finance Director
Review upon completion of financed projects	Finance Director

4. Record Retention

For each bond issue, the Responsible Officer will arrange for records to be kept of the investment and application of proceeds and the use of financed property. For each bond issue, the records will be kept until at least 4 years after the bond issue is completely retired.

The records do not need to be kept at a single location, and they may be kept in physical or electronic form.

5. Rebate and Yield Restriction

For each bond issue, the Responsible Officer will comply with the requirements in the authorizing bond documents, which generally include obtaining rebate determinations or a determination that rebate is not required.

Unless the Issuer determines that rebate is not required, the Issuer needs to establish the initial rebate determination date: it should be not later than the 5th anniversary of the bond issue. Additional rebate determination dates occur every

5 years thereafter and on the date the bond issue is completely retired. Any rebate payment must be paid to the United States Treasury within 60 days after the rebate determination date.

As a general policy, the Responsible Officer should have a rebate determination for the bond issue started by 60 days prior to each rebate determination date and completed by 14 days before a rebate payment would be due, and should arrange for any required rebate payment to be made to the United States Treasury by the due date.

The Responsible Officer will identify all funds and accounts that are treated as containing gross proceeds of the bond issue and take actions needed to comply with any yield-restriction requirements, as further detailed in the tax certificate for the bond issue. For example, if proceeds in the borrowed money fund (for general obligations) or comparable fund (for a revenue bond issue) are not spent within the 3-year "temporary period", the Responsible Officer will obtain yield-restriction computations for the applicable fund and, if needed, make yield-reduction payments to the United States Treasury.

6. Investment of Bond Proceeds

The Responsible Officer will direct the investment of all bond proceeds in arm's-length, fair-market-value purchases and sales and will not permit the linking of the purchase or sale of investments to the provision of other services to the Issuer, such as underwriting services.

Federal tax law safe harbors apply to the following types of investments:

- Certificates of deposit
- Guaranteed investment contracts
- Yield-restricted defeasance escrow investments

If a federal tax law safe harbor applies to the type of investment, then as a general policy the Responsible Officer will arrange for the investment to meet all the requirements of the safe harbor to the extent reasonably practicable.

Certificates of Deposit: The purchase price of a certificate of deposit is treated as its fair market value if the yield on the certificate is not less than the yield on reasonably comparable direct obligations of the United States and the highest

yield that is published or posted by the provider to be currently available from the provider on reasonably comparable certificates of deposit offered to the public.

Guaranteed Investment Contracts: As a general policy, for each purchase of a guaranteed investment contract, the Responsible Officer will retain a bidding agent to conduct a bona fide competitive bidding process and require the bidding agent and provider to provide certifications substantially in the form approved by bond counsel. The Responsible Officer will maintain a record of the amounts paid for brokerage commissions, bidding agent fees, and other similar administrative costs.

Yield-Restricted Defeasance Escrow Investments: As a general policy, amounts in yield-restricted defeasance escrows will be invested in United States Treasury securities (State and Local Government Series) *unless* those securities are not available for purchase *or* the Responsible Officer determines, after consultation with an independent financial advisor, that there are bona fide financial reasons for the purchase of other types of investments. In those cases, the Responsible Officer will retain a bidding agent to conduct a bona fide competitive bidding process and require the bidding agent and provider to provide certifications substantially in the form approved by bond counsel. The Responsible Officer will maintain a record of the amounts paid for brokerage commissions, bidding agent fees, and other similar administrative costs.

7. Monitoring Possible Private Business Use

The Responsible Officer will try to review any contractual arrangement that may result in private business use of financed property before the arrangement becomes effective. Arrangements that give rise to private business use generally include contracts that provide special legal entitlements to persons other than a State or local government (a “**nongovernmental person**”) or the general public. Sales and leases of bond-financed property always give rise to private business use. Arrangements that may give rise to private business use, depending on the terms of the contract, include service contracts.

If the Responsible Officer determines that an arrangement provides for use by a nongovernmental person of any property financed with proceeds of an outstanding borrowing, then the Responsible Officer will consult with bond counsel to determine whether, and the extent to which, the arrangement gives rise to private business use and obtain any recommendations about any further or subsequent review.

8. Changes of Use of Bond Financed Property and Remedial Actions

As a general policy, the Responsible Officer will consult with bond counsel in connection with each bond issue regarding the specific private business use limit (or private security or payment limit) that applies to that bond issue. The Responsible Officer will track and record any private business use of financed property (or private payments made with respect to such usage).

Out of an abundance of caution, the Responsible Officer should consider a transaction as potentially causing the private business use limit to be exceeded if *in any year* the amount of private business use is greater than the limit.

If the Responsible Officer determines any transaction has caused, or may potentially cause, the private business use limit (or private security or payment limit) of a bond issue to be exceeded, or cause the private loan limit to be exceeded, the Responsible Officer will consult with bond counsel to determine whether a remedial action is required or otherwise advisable. If possible, the Responsible Officer will do so before the transaction is final, so that remedial action requirements and options may be taken into account.

The general policy of the Issuer is that each remedial action should be approved by an opinion of bond counsel, even in cases where the legal documents for the bond issue do not expressly require such an opinion.

In the event that the Responsible Officer determines that the Issuer may have taken a deliberate action that results in noncompliance of a bond issue with restrictions on use of financed property or proceeds, and it is no longer timely to take a remedial action, the Responsible Officer will consult with bond counsel to determine whether it is necessary or appropriate to submit a request for a voluntary closing agreement to the Internal Revenue Service.

9. Review Upon Completion of Financed Projects

The Issuer adopts, as a prudent practice, the policy of undertaking a review upon completion of all projects financed by the bond issue, to determine whether the expenditure of bond proceeds falls within applicable “spend-down” exceptions to arbitrage rebate and that the private business use limit has not been exceeded. Certain determinations about how bond proceeds are treated as spent are allowed only if taken before the 5th anniversary of the date of bond issuance, so a prompt review may give the Issuer a greater ability to address any compliance problem that may be discovered.

10. Revision of These Procedures

These procedures may be revised from time to time to reflect changes of law and ideas for improvement, and they may be expanded to address other tax compliance actions. They are solely for guidance of Issuer personnel. There are no third-party beneficiaries of these procedures.

The Responsible Officer will periodically confer with bond counsel on the need or advisability to revise these procedures, taking into account experience in applying these procedures, changes in the law, and the requirements of new bond issues.

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

MEETING DATE: October 10, 2017

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: TIF 5, 6, 7, & 8 Audit Agreement with Schenck, SC.*

ATTACHMENTS:

- 2017TIFAuditMemo-October 4, 2017 (DOC)
- TIF Engagement Letter-2017 (PDF)

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: October 4, 2017
Subject: TIF 5, 6, 7, & 8 Audit Engagement Letter

I have attached the TIF 5, 6, 7 & 8 audit engagement letter from Schenck SC for state statutory audits of those funds through December 31, 2017. The scope of the audits is limited to the TIF 5–8 districts examining the City’s compliance with laws, rules and regulations related to the expenditure of the tax incremental funds and as a result is further magnified on the activity of those funds compared to the annual City audit . The total costs of the four audits is in an amount not to exceed \$6,000 per TIF district. The TIF 5-8 audits are required by the state since they have met statutory longevity requirements for audit this year while TIF Districts 9-13 are not required at this time due to their relative short existence.

I am recommending your approval of the audit engagement letter so Schenck SC may begin their preliminary work during the remainder of 2017 & final work during 2018 and to complete these four audits as of the December 31, 2017 calendar year in a timely manner. Feel free to contact me with any questions you may have and I will also be at the Finance Committee meeting on Tuesday October 10th.

Attachment: 2017TIFAuditMemo-October 4, 2017 (6285 : TIF 5, 6, 7, & 8 Audit)



September 25, 2017

Mr. Joe Zegers, Finance Director
City of De Pere
335 South Broadway
De Pere, Wisconsin 54305

Dear Mr. Zegers:

The purpose of this letter is to confirm the terms of our agreement and to clarify the nature and extent of the services to be provided to the City of De Pere.

We will complete the audits of the City of De Pere Tax Incremental District's No. 5, 6, 7 & 8 through December 31, 2017 as required by Wisconsin Statutes. Our audit will include an examination of your compliance with laws, rules and regulations related to the expenditure of tax incremental funds. Our audit will be made in accordance with auditing standards generally accepted in the United States and the financial and compliance requirements set forth in Government Auditing Standards, as essential part of which is the review and evaluation of your systems of internal control (accounting and administrative), and will include tests of your accounting records and other procedures we consider necessary to enable us to express an opinions on the financial statements of the City of De Pere Tax Incremental District's No. 5, 6, 7 & 8 and its compliance with laws, rules and regulations.

It is understood that although the purpose and objective of our audit is to lead to the expression of an unmodified opinion with respect to the financial statements, circumstances may exist or may arise which would preclude submitting such an opinion. Should circumstances be discovered which would have an effect on our opinion, we will inform you as promptly as possible and attempt to arrive at a conclusion acceptable to both of us. If our opinion will be other than unmodified, the reasons will be fully disclosed.

It is understood that our audits are based upon tests and samples, since detailed auditing of all transactions is not practicable. It is also understood that such an audit, even when tests and samples are deemed adequate in the circumstances to provide the basis for a professional opinion that the financial statements are presented fairly in a material respect, is not specifically designed, and cannot be relied upon to disclose fraud, defalcations, other illegal acts, or errors or similar irregularities should any exist.

We call your attention to the fact that management has the responsibility for the proper recording of transactions, for the safeguarding of assets, and for the substantial accuracy of the financial statements. Although our firm may have prepared or assisted in the preparing your financial statements, the statements are the representations of management.

In connection with this responsibility, you agree to provide us, prior to the delivery date of the financial statements, with written confirmation of the representations made to us by you and your staff during the course of our engagement.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, typing, postage, travel, copies, telephone, etc.) although it is expected that the total cost will not exceed \$6,000 per District. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

Attachment: TIF Engagement Letter-2017 (6285 : TIF 5, 6, 7, & 8 Audit)

Mr. Joe Zegers, Finance Director
City of De Pere
September 25, 2017
Page 2

If the above terms are in accordance with your understanding and are acceptable to you, please sign, date and return the duplicate of this letter to us.

We very much appreciate the opportunity to serve you and will be pleased to discuss any questions you have.

SCHENCK SC



David Maccoux, CPA
Shareholder

The services described in the foregoing letter are in accordance with our requirements and we understand the terms and conditions recited above.

CITY OF DE PERE

Signature

Date

Attachment: TIF Engagement Letter-2017 (6285 : TIF 5, 6, 7, & 8 Audit)