



AGENDA OF THE FINANCE COMMITTEE

**TUESDAY, FEBRUARY 26, 2019, 4:30 PM
CITY HALL, ROOM 207**

A. Roll Call.

B. Approval of the Agenda.

C. Approval of Minutes.

- I. Approval of the minutes from the January 29, 2019 meeting.

D. Regular Business.

- I. Resolution authorizing transfer of 2019 budgeted revenues and expenses between accounts.
2. Consideration with possible action the request from Chief David Litton to approve an Intergovernmental Agreement between The City of Green Bay Metro Fire Department and the Bellevue Fire Department.
3. Consideration and possible actions the request to move forward with the City Hall elevator modernization and secure a funding source.
4. Consideration with possible action on COGB v. Acting Midwest Regional Director, BIA, Docket Nos. IBIA 19-003, IBIA 19-013, and IBIA 19-014.

The Committee may convene in closed session pursuant to Section 19.85(1) (g), Wis. Stats., for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved. The Committee may thereafter reconvene in open session pursuant to Section 19.85(2), Wis. Stats., to report the results of the closed session and consider the balance of the agenda.

E. Informational.

- I. 2019 Contingency Account:
\$112,076.00

2. The next Finance Committee meeting will be held on Tuesday March 12, 2019 at 4:30 PM.

F. Adjournment.

- 1) THIS MEETING IS RECORDED: THE VIDEO OF THIS MEETING AND MINUTES ARE AVAILABLE ONLINE AT www.greenbaywi.gov
- 2) ACCESSIBILITY: Any person wishing to attend who requires special accommodation because of a disability, should contact the City Safety Manager at 920-448-3125 at least 48 hours before the scheduled meeting time so that arrangements can be made.
- 3) QUORUM: Please take notice that a majority or quorum of the Common Council will attend this Finance Committee meeting and will constitute a meeting of the Common Council for purposes of discussion and information gathering relative to this agenda.
- 4) REPRESENTATION: The party requesting the communication, or their representative, should be present at this meeting.



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 26, 2019

PREPARED BY

AGENDA ITEM # D.I.

Resolution authorizing transfer of 2019 budgeted revenues and expenses between accounts.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Resolution - Authorizing Transfer of Funds 2019 Revenues for PRF

RESOLUTION AUTHORIZING TRANSFER OF FUNDS

February 18, 2019

BY THE COMMON COUNCIL OF THE CITY OF GREEN BAY, RESOLVED:

Pursuant to the recommendation of the Finance Committee at its meeting of February 12, 2019, the following transfer of 2019 budget is hereby authorized:

	<u>ACCOUNT</u>	<u>AMOUNT</u>
From:		
101640	46720 ADMIN SERVICE CHARGES	\$1,000.00
101640	46734 RESIDENT FEES	\$300.00
101640	52001 TRAINING AND TRAVEL	(\$2,400.00)
101660	52001 TRAINING AND TRAVEL	(\$1,800.00)
101630	52001 TRAINING AND TRAVEL	(\$1,025.00)
101670	52001 TRAINING AND TRAVEL	(\$765.00)
101640	46734 RESIDENT FEES	\$106,636.00
101620	46737 TSA FEES AND CHARGES	\$30,375.00
101620	50003 SEASONAL SALARIES	(\$17,040.00)
101620	51210 SOCIAL SECURITY	(\$60.00)
101620	51211 MEDICARE	(\$290.00)
101620	51301 WRS – EMPLOYER SHARE	(\$60.00)
101620	53001 CONTRACTUAL SERV	(\$407.00)
101620	53014 LICENSES & PERMITS	(\$1,232.00)
101620	54001 MATERIAL & SUPPL	(\$2,300.00)
101620	55101 EQUIPMENT REPAIR	(\$3,170.00)
101620	55201 BUILDING REPAIR	(\$2,000.00)
101620	56101 ELECTRICITY	(\$3,100.00)
101620	56402 WATER	(\$400.00)
101620	56403 SEWER	(\$340.00)
101620	56404 STORM SEWER UTIL	(\$100.00)
101640	54091 AWARDS	(\$1,465.00)
To:		
101600	46720 ADMIN SERVICE CHARGES	(\$1,300.00)
101600	52001 TRAINING AND TRAVEL	\$5,990.00
101630	46732 SHELTER RENTALS	(\$106,636.00)
101630	46732 RESIDENT FEES	(\$12,300.00)
101640	46737 TSA FEES	(\$18,075.00)
101640	50003 SEASONAL SALARIES	\$17,040.00
101640	51210 SOCIAL SECURITY	\$60.00
101640	51211 MEDICARE	\$290.00
101640	51301 WRS – EMPLOYER SHARE	\$60.00
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101630	56402	WATER	\$400.00
101630	56403	SEWER	\$340.00
101630	56404	STORM SEWER UTIL	\$100.00
101640	54001	MATERIALS AND SUPPLIES	\$1,465.00

Adopted _____

Approved _____

Mayor

Clerk



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 26, 2019

PREPARED BY

AGENDA ITEM # D.2.

Consideration with possible action the request from Chief David Litton to approve an Intergovernmental Agreement between The City of Green Bay Metro Fire Department and the Bellevue Fire Department.

BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

- I. Intergovernmental Agreement-Final 2-21-2019

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF GREEN BAY METRO FIRE DEPARTMENT AND
THE BELLEVUE FIRE DEPARTMENT**

This Agreement is made and entered into this ____ day of _____, 2018, ("Effective Date") pursuant to the authority of Section 66.0301(2), Wis. Stats., as an intergovernmental agreement by and between the City of Green Bay Metro Fire Department ("GBMFD") and the Bellevue Fire Department, ("BFD"), both parties being municipal corporations organized under the laws of the State of Wisconsin, collectively referred to as the Parties.

WHEREAS, the GBMFD employs certified Emergency Vehicle Technicians capable of maintaining and repairing emergency fire department vehicles; and

WHEREAS, the BFD owns and operates emergency fire department vehicles; and

WHEREAS, the Parties desire to enter into this Agreement to contract for GBMFD to perform necessary maintenance and repair of emergency fire department vehicles owned and operated by the BFD.

NOW THEREFORE, upon the mutual promises contained herein, and upon such other consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows.

1. **Purpose.** The Parties hereby agree that this Agreement shall establish a working relationship between BFD and GBMFD Repair Shop to assist with diagnosis, inspection, instruction, and repairs of BFD emergency fire department vehicles.
2. **Availability.** The GBMFD Shop will only consider items for repair if and when the GBMFD Shop has room to perform repairs and there are no GBMFD apparatus or equipment needing immediate attention. GBMFD mechanics will continue to diagnose and pinpoint issues, as feasible, and make recommendations for repair even though the repairs are not being performed by GBMFD mechanics or in the Fire Shop.
3. **Determination of Road Worthiness.** The GBMFD maintenance personnel may place any vehicle out of service if it is deemed unfit for highway use until repairs or corrections are completed either by GBMFD mechanics or an outside vendor and deemed worthy of highway use. The department owning the equipment shall be prohibited from driving such vehicle until repairs are made unless a Hold Harmless and Indemnification Agreement satisfactory to GBMFD and BFD is executed and relieves the GBMFD from any and all responsibility for allowing the vehicle upon the roadways.

4. **Repairs.** The following items will be considered within the scope of repairs to be performed by GBMFD mechanics. This list is a guideline and shall not constitute an all-inclusive list of repairs.
 - a. Brake Inspection, repair, or replacement.
 - b. Seat belt sensors and seat belt replacement.
 - c. Pump Issues to include but not limited to valve repair or replacement.
 - d. Powertrain issues.
 - e. Suspension issues. (GBMFD will not perform repairs on any independent front suspensions.)
 - f. Electronic Issues.
 - g. Warning lights and sirens.
5. **Repair Rates.** The Parties agree on the following repair rates. Any rates not established by this list shall be agreed upon by both Parties in writing prior to any work being performed.
 - a. Diagnostic: Current senior mechanic hourly rate with fringes (currently \$35.48), subject to increase to account for any wage increases.
 - b. Repairs: \$50.00 per hour with a minimum of one (1) hour, this will include travel to the Village of Bellevue when needed.
 - c. Shop Fee: \$25.00 per occurrence to include waste disposal, shop supplies, and misc. items. (when applicable).
 - d. Emergency call out rate: \$75.00 for the first hour, then \$60.00 per hour thereafter. A one hour minimum will apply.
6. **Towing.** In the event a BFD apparatus needs to be towed, it will be the responsibility of BFD to secure a tow service and pay all associated bills.
7. **Parts and Supply of Items Needing Repair.** It will be the responsibility of the GBMFD Shop to order and procure the appropriate parts for repair and shipped to the GBMFD Shop. When possible, the billing will go directly to the Village of Bellevue.
8. **Repair Order Form.** All requested work and repairs shall utilize the carbonless *Shop Order* form provided by GBMFD. No work will be performed without the proper paper work included.
9. **Billing and Payment.** The City of Green Bay shall bill the Village of Bellevue within one week of the completion of service for all maintenance, repairs, parts, and any emergency call out time. Payments shall be made by the requesting party within 30 days of receipt.
10. **Transportation.** Transportation of BFD vehicles to and from the GBMFD Shop shall be the responsibility of the BFD.

11. **Hours of Operation.** Normal hours of operation for the GBMFD Shop is 07:00-16:00 Monday-Friday.
12. **Emergency Call Out.** A service request made outside the normal hours of operation identified in Section 11 shall be considered an emergency call out. Any request outside the normal hours of operation shall be made through the GBMFD Battalion Chief's Office. Emergency call out shall be utilized in cases of actual emergencies.
13. **Termination.** Either Party may terminate this Agreement for any reason upon a sixty (60) day written notice to the other Party. In the event the GBMFD Shop recommends repairs for safety related items, but does not perform them, GBMFD will notify BFD in writing the repairs needed with an acceptable timeline to have the repairs performed. If the necessary repairs are not complete by the deadline, GBMFD reserves the right to terminate this Agreement automatically.
14. **Renewal.** This Agreement may be annually renewed upon a notice of intent to renew after the rate schedule for the upcoming year has been reviewed by the GBMFD and BFD. Such notice of intent to renew shall be in writing and delivered to the GBMFD no later than August 1st before the upcoming renewal year. Within ten (10) days of receiving the proposed rate schedule from GBMFD, BFD may revoke the notice of intent to renew by sending written notice of such revocation to GBMFD.
15. **Assignability.** This Agreement may not be assigned or otherwise transferred by any Party, in whole or in part, without the express prior written consent of the other Parties.
16. **Amendments.** Amendments to this Agreement shall be in writing and agreed upon by both Parties prior to the renewal date for the following year.
17. **Notices.** Any notice required under this Agreement shall be sent to:
- GBMFD: David Litton
 Fire Chief
 Green Bay Metro Fire Department
 501 S Washington Street
 Green Bay, WI 54301
- BFD: Jack Mlnarik
 Fire Chief
 Village of Bellevue Fire Department
 3100 Eaton Road
 Bellevue, WI 54311
18. **Responsibilities of Parties.** The Parties shall each maintain a comprehensive general liability policy in the amount of \$1,000,000 aggregate, including property damage and bodily injury and shall also maintain workers compensation insurance coverage and shall be responsible for any job-related injury occurring to their employees while performing work for the respective Party responsible under this Agreement. Each

party is responsible for damage to their equipment and each Party shall maintain adequate property insurance coverage for vessels and vehicles used in responses. The Parties agree to furnish each other as requested with certificates of insurance evidencing the above-required coverage. Parties shall give Thirty (30) days prior written notice of any proposed change in the provisions of the above-described policies, and immediate notification of any proposed cancellation of any of the above-described policies before the expiration date set forth in the certificate of insurance. Each Party shall bear all of its own expenses and liabilities incurred in connection with this Agreement, including administrative expenses, employees' wages and benefits, defense costs, insurance, workers compensation and all other expenses incidental to the activities and services envisioned under this Agreement. The Parties agree to waive any and all rights of recovery against the other, and against the employees, officers, officials, agents, boards, committees, commissions, agencies and representatives of the other, for loss of or damage to the property or injury to person to the extent such damage or injury is covered by proceeds received under any insurance policy carried by the Party from whom relief is sought.

19. **Third Party Beneficiaries.** This Agreement has been entered into solely for the benefit of the Parties hereto and is not intended to create an interest in any third party.
20. **No Agency.** The Parties are independent entities in the performance of this Agreement. No Party shall act as agent for, or legal partner of, the other Party for any purpose whatsoever, and the employees of one Party shall not be deemed the employees of the other Party. Nothing in this Agreement shall be construed to grant either Party the right to make commitments of any kind for, or on behalf of, any other Party without prior written consent of the other Party.
21. **Entire Agreement.** This Agreement constitutes the Parties' complete agreement and may only be modified, amended, or added after the date of this Agreement by a written instrument executed by both Parties.
22. **Governing Law.** This agreement will be construed and interpreted in accordance with the laws of the State of Wisconsin, notwithstanding any conflicts of laws provisions.
23. **Severability.** If any provision of this agreement or the application thereof to any persons or circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.
24. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed an original and all of which shall constitute the same instrument.

SIGNATURES TO FOLLOW

IN WITNESS WHEREOF, the Parties hereby set their hands and seals as of the date first written above

CITY OF GREEN BAY

James J. Schmitt – Mayor

Kris A. Teske - Clerk

CITY OF GREEN BAY
METRO FIRE DEPARTMENT

David Litton – Fire Chief

VILLAGE OF BELLEVUE

____ – Village Administrator

____ – Village Clerk

BELLEVUE FIRE DEPARTMENT

Jack Mlnarik– Fire Chief



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 26, 2019

PREPARED BY

AGENDA ITEM # D.3.

Consideration and possible actions the request to move forward with the City Hall elevator modernization and secure a funding source.

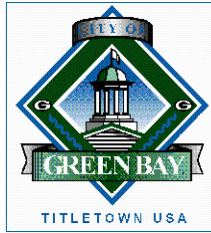
BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

1. Memo - Elevator bid and funding request
2. Bid Summary - Public ELEVATOR MODERNIZATION GREEN BAY CITY HALL - REBID



CITY OF GREEN BAY

MEMO

TO: Members of the Finance Committee

FROM: Diana Ellenbecker

SUBJECT: Elevator Modernization discussion

DATE: February 26, 2019

Finance Committee members:

This communication is to discuss with possible action modernization of the City Hall elevators.

Director Dan Ditscheit will be discussing in more details the reasons why staff is recommending funding this project including the age of the elevators, current problems, and also the issues the City would have if both elevators were ever broken for an extended period of time.

- Only one bid from was received. Zeize Construction Company's base bid came in at \$833,595.
- There were three alternates. Alternate 1, for \$26,950, is to add counter weights in the frame. It will not be known if this alternate is required until demolition begins. Alternate 2, for \$11,700, is for an elevator management system to be able to remotely monitor the elevator system for problems and repairs. This City should see a cost savings in future repairs if this alternate is approved. Alternate 3, for \$30,100, would replace all of the sliding doors at each floor level.
- If the City Council were to award the bid, staff would recommend that the base bid and all three alternates would be approved for a total cost of \$902,345. In addition staff would recommend an additional contingency of \$80,000 to be approved for any unknowns that may occur during construction. That would put the total funding needed for the project to be \$982,345.
- In 2017, \$430,000 was bonded for this project. Approximately \$15,000 spent on engineering for the creation of the bid documents, so there is a total of approximately \$415,000 of funding available for this project. That would mean that \$570,000 of additional funding would be necessary to complete the project.
- The Parks Department did include the \$570,000 in the 2019 bond request for Park projects.

CITY OF GREEN BAY, WISCONSIN
SUMMARY OF BIDS FOR CONTRACT

ELEVATOR MODERNIZATION GREEN BAY CITY HALL - REBID

Tuesday, January 22, 2019

Contractor	Base Bid	Alt 1	Alt 2	Alt 3	Bid Bond
ZEISE CONSTRUCTION CO., INC.	\$833,595	\$26,950	\$11,700	\$30,100	5%
Any questions, call 920-448-3100					



Report to the
Finance Committee
of the City of Green Bay

MEETING DATE

February 26, 2019

PREPARED BY

AGENDA ITEM # D.4.

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BACKGROUND

RECOMMENDATION

FISCAL IMPACT

ATTACHMENTS

None