



Finance/Personnel Committee

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Agenda

Tuesday, September 13, 2022

7:30 PM

Council Chambers and Virtual

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 **September 13, 2022 at 7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Electronic or telephonic access to the meeting is provided below:

Computer/smart phone accessing <https://www.gotomeet.me/DePere>

OR

You can also dial in using your phone.
United States (Toll Free): [1 866 899 4679](tel:18668994679)
United States: [+1 \(312\) 757-3117](tel:+13127573117)
Access Code: 154-883-285

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://deperewi.igmp2.com/>.

Call to Order

1. Roll Call
2. Approval of the Minutes of the July 12, 2022 Regular Meeting of the Finance/Personnel Committee.
3. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Finance/Personnel Committee. §6-3(f) DPMC
4. Consideration and Possible Action on the June 2022 Police Overtime Report.
5. Consideration and Possible Action on the August 2022 Police Overtime Report.
6. Consideration and possible action on the Fire Department Overtime and LifeQuest Services Billing Reports for July, 2022.
7. Consideration and possible action on the Fire Department Overtime Report and LifeQuest Services Billing Reports for August, 2022.
8. Consideration and possible action on the request for a Therapy Dog Program for the Fire Department.*
9. Consideration and possible action on the Fire Department's Request to Support Tactical Emergency Medical Services (TEMS) Medics on SWAT Team.*
10. Consider donation in the amount of \$1,000 from Renaissance Assisted Living for the Fire Department.*

11. Consideration and Possible Action on Request from the Chief of Police to authorize expenditure of \$7233 to Purchase one handheld radar unit, 3 rechargeable light units, 2 Portable Alcohol Breath Testers, and 12 Emergency Door Entry Crowbars from the Wisconsin Grant Allocated to the De Pere Police Department. *
12. Consideration and Possible Action on Stray and Impound Animal Shelter Services Agreement with Wisconsin Humane Society.*
13. Recommendation and Possible Action to Approve Various Changes to the City Policy Manual*
14. Consideration and possible Action to Determine Salaries for Mayor and City Council for 2024 and 2025*
15. Recommendation and Possible Action to create an Employee Referral Program*
16. Recommendation and Possible Action to purchase the Onboard module through NEOGOV (the City's recruiting platform)*
17. Recommendation and possible action on Emergency Funding for Legion Pool Repairs.*
18. Recommendation and Possible Action for a Proposed Amendment to the Sale and Purchase Agreement With FBS Investment Group LLC.*
19. Recommendation and Possible Action for a Proposed Sale and Purchase Agreement with One Source Technology, INC/Benz Resources, LLC for 2051 Profit Place (Parcel ED-2382).*
20. Review and possible action on City of De Pere Investments and Cash Detail report for June and July, 2022.
21. Discussion on Panhandling.
22. Future agenda items.
23. Discussion and Possible Action on Personnel Matter

PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(c), the Committee may convene in closed session for the purpose of considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility.

The Committee may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.
24. Adjournment

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

***Items with an asterisk require City Council approval.**

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Tammy Gossen
Rob Salesky
Nick Van Lanen
Todd Benz



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Approval of the Minutes of the July 12, 2022 Regular Meeting of the Finance/Personnel Committee.

ATTACHMENTS:

- July 12, 2022 Minutes-DRAFT (PDF)



Finance/Personnel Committee

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Draft Minutes

Tuesday, July 12, 2022

7:30 PM

Council Chambers and Virtual

1. Call to Order. Mayor Boyd called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM.

Attendee Name	Title	Status	Arrived
Devin Perock	Aldersperson	Present	
Pamela Gantz	Aldersperson	Present	
James Boyd	Mayor	Present	
Amy Chandik Kunderinger	Aldersperson	Present	
John Quigley	Aldersperson	Present	

Also Present: City Administrator Lawrence Delo, City Attorney Kristen Johnson, Justin Fischer of RW Baird, Scott Sternhagen and Dan Fochs of CliftonLarsonAllen (CLA), Fire Chief Al Matzke and Development Services Director Daniel Lindstrom.

2. Approval of the Minutes of the June 14, 2022, Regular Meeting of the Finance/Personnel Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Quigley, Aldersperson
SECONDER:	James Boyd, Mayor
AYES:	Perock, Gantz, Boyd, Kunderinger, Quigley

3. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Finance/Personnel Committee. §6-3(f) DPMC

None.

4. Fire Department Overtime and LifeQuest Services Billing Reports for June, 2022.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Devin Perock, Aldersperson
AYES:	Perock, Gantz, Boyd, Kunderinger, Quigley

5. Consideration and Possible Action on Fire Department's Request for Additional Funding in the amount of \$5,217.38 from Unassigned Reserves for Lexipol Master Service Agreement (Annual Fire Policy Manual and Daily Training Bulletin Subscription).*

In response to the Mayor's request for a brief overview, Chief Matzke advised the Committee that this is a cloud-based system for creation of department policies and overall updates as trends change to keep the department policy manual current. The cloud-based system is accessible from a computer or hand-held device, which will provide notifications of updates, as well as track staff acknowledgment. This item has been a request of the department in the budget process since Chief Matzke took over; however, systems are expensive and all the base work for developing Standard Operating Guidelines was not yet completed. Although approval was given for a digital performance support (DPS) cloud-based management system, that only operates like a file cabinet and does not address the compliance issues of the department.

Lexipol is a nationwide provider and has human resource individuals and attorneys on staff to review policies, which can be vetted in statutes and federal law to provide employees with the best opportunity to be successful. Staff could be quizzed on a variety of policies occasionally during shifts to ensure the following of best practices. Both Green Bay and Ashwaubenon use Lexipol already.

Mayor Boyd indicated that this sounds very beneficial and that the Chief provided a good explanation. Alderperson Chandik Kunding asked for information on the timing of the request being made now versus during the annual budget, to which the Chief indicated that the majority of funds are already approved for 2022, and the leg work has now been done for creation, so the work product is current and fresh. It takes time to get the system up and running, so it would be beneficial to do it before the end of year. Administrator Delo added that through the budget process funds become available on January 1. This request is in line with undesignated reserves and the auditors will present later this meeting that the City is over the 35% threshold amount, so there is availability. Mayor Boyd indicated the City is in a very good place financially. In response to Alderperson Gantz, Chief Matzke advised that no platform is being used now. In response to Alderperson Quigley's question on the tiered implementation as shown in the agenda packet, Chief Matzke confirmed that going forward this item would be budgeted.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Amy Chandik Kunding, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

6. Fire Department's request to apply and accept grant from Northeast Wisconsin Healthcare Emergency Readiness Coalition (HERC), Region 3.*

Chief Matzke explained that the department has taken an interest in providing training for police, fire and county-wide partners for standardized active shooter training, now known as "integrated threats." This allows responders to stay proficient during staff turnover. This grant is for a county-wide exercise this September at Bay Beach for 13 or 16 days, repeated each day. De Pere Fire Rescue would staff two trainers for each day, and grant funds will allow the purchase of additional needed equipment, provide supplies to share with police and reimburse city employees to train on those days.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Pamela Gantz, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

7. Consideration and Possible Action on the June 2022 Police Overtime Report.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	John Quigley, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

8. Consideration and Possible Action to Accept \$4,200 grant from the Brown County Crime Prevention Funding Board.*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Pamela Gantz, Alderperson
AYES:	Perock, Gantz, Boyd, Kunderling, Quigley

9. Staff Presentation Regarding the 2021 Annual Tax Increment District (TID) Summaries in the City of De Pere.

Item 9 was heard at 8:32 PM (following Items 10 and 11).

Development Services Director Lindstrom prepared this presentation as part of his annual reporting to the State (deadline of July 1) and to provide the Committee with an understanding of the health of Tax Increment Districts (TIDs). He provided overall information for each TID with slide a presentation. He is not going to review each one in detail. Due to having two separate Joint Review Boards, the TIDs are separated by east and west.

West side

TID 6 was terminated last year, as part of an affordable housing extension, overlapped by TIDs 11 and 12, and has not had much growth. There was an overall increase of approximately \$1.3 million, with \$300,000 being the City's portion. This will be the last year of reporting for this TID.

TID 8 is a mixed use TID primarily near the Humana Campus, recently overlapped by TID 15; there is not a lot of growth as it contains a former ball field and open green spaces. It was discovered that last year's report contained a large growth error of \$12 million, which was corrected this year; 2023 should see increase in valuation. Projected future borrowing anticipated is for expenditures for the southern bridge. \$50,000 is anticipated as the City's portion upon closure.

TID 9 was overlayed by TID 5 as a rehabilitation/conservation TID for redevelopment of downtown; construction of Cobblestone Hotel will increase overall increment value; TID 9 is anticipating a slower value appreciation than residential areas. TID 9 is projected to end with a surplus, but will require an extension of 3 years. End of life projections suggest a \$54,000 increase for the City.

TID 11 is a mixed use TID (former overlay to TID 6), with a boundary amendment last year; growth appreciation resulted from Tailwaggers and Honeysuckle Acres 4th Addition; relying on business park growth for future projections. Anticipating \$36 million of increment, with approximately \$80,000 of surplus toward the end of the life of the TID. Planning is in place for additional expenditures for the southern bridge and developer incentives for projects moving forward.

TID 12 is in a positive state. It is a mixed-use TID including Georgia Pacific, Green Bay Packaging expansion, Infinity Machine, Waterview Heights and Garrity's Glen South subdivision; large growth overall and more is expected into the future as projects come into full assessment; anticipating some large borrowings from TID 12 for the southern

bridge project and the current extension of American Boulevard. Overall a \$2 million increase is expected, with the City's portion being \$350,000.

TID 13 is a mixed use TID on Main Avenue on the west side, targeting the roundabout construction; it is built out already, so increment growth is for redevelopment potential. Projections expect the TID to end with a positive balance, refined as projects end down the line.

TID 15 is set for a project plan amendment at the next Council meeting, which is an overlay to TID 8 for the United Health Group project; it has sites available for development. UHG is expected to be fully-assessed this year; between UHG and The Preserve project, this TID should serve for surplus donation to the downtown and for large borrowing capacity available for the southern bridge.

DSD Lindstrom did encourage the Committee to read the information in the agenda packet for more detailed information on the TIDs and explained the reasoning that the east side TIDs are not performing as well as the west side TIDs.

East side

TID 7 is rehabilitation/conservation TID for downtown; experienced a loss of Front Street value and removal of the Mulva Center, as well as some prior corrections in reporting; projecting some projects to move forward, but still projected to have a \$2 million loss, even with a three-year extension (two extensions available) and may also need to rely on surplus donations from business park TIDs. Although the City has until 2039 to firm up a plan, it will be watched closely.

TID 10 is a large business park TID near Commerce Drive, recently overlayed by TID 17; loss of value last year through an assessment by the State, but had a growth value this year; TID is projected to end with \$1.7 million deficit. This TID will also need to be watched closely over the next several years.

TID14 is a single TID for Irwin School, a blight TID; developer has yet to initiate Phases II and III of that project. Project is challenging due to smaller units than the market was demanding; city isn't on the hook for any development that hasn't happened. Project can happen over the next few years.

TID 16 was a single TID for 123 North Broadway; project intended for this area has since gone away and the City is evaluating the use of the parking lot. There are very little expenditures and staff recommends closure and to re-incorporate into another TID or create a new one for future development. Since it is unlikely that the proposed development will occur, termination is recommended and to move forward with a fresh TID if necessary.

TID 17 is an overlay to TID 10 primarily around Belmark Plant 7 and other sites adjacent; anticipating a new project to be proposed at next month's F/P meeting; this TID is in a healthy state.

In response to Alderperson Chandik Kundinger, DSD Lindstrom explained that TID 10 experienced a loss of value that was determined by the state in the amount of \$3 million.

It slightly increased this year, but this is an aging business park, which was a significant hit to TID 10. Administrator Delo clarified that this was not a dollar loss, it was in value of buildings that taxes are applied to. The state, for the last 10 years, has been consistently decreasing manufacturing property taxes; shifting to residential homes, resulting in a decrease of assessed value. DSD Lindstrom added that the TID increment was over \$10 million two years ago; this lost valuation was a surprise and unique to TID 10. CA Delo confirmed this decrease in manufacturing value is happening statewide.

Mayor Boyd made a Motion to receive this report and place on file; seconded by Alderperson Gantz.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Pamela Gantz, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

10. Approval of Initial Resolutions for 2022 Borrowing.*

At 7:44 P.M., Mayor Boyd advised that Items 10 and 11 would be moving before Item 9.

Finance Director-Treasurer Zegers introduced Justin Fischer of Baird who is in the third year of handling the City's bonding. Two resolutions are being considered, one non-taxable for \$10,120,000 and one taxable for \$895,000, which relates to Tax Increment Financing District 9 and all items shaded on the spreadsheet in the agenda packet are for the \$10 million resolution.

Justin Fischer provided a brief municipal interest rate update, a summary of the two borrowing plans, the timeline and some details of the numbers for the plan of finance. Page 2 of the presentation packet is an interest rate graph showing rates at historic lows; during this time the City took advantage of refinancing over the last two years; the market is very volatile currently and it was decided to move up the timeline to get into the market sooner before continued inflation and other unknowns. Page 3 is the borrowing summary: \$10,120,00 (tax exempt) capitalized interest on TID 9 and 17; 10-year financing is viewed favorably; 3.96 percent is a conservative interest rate; \$895,000 (taxable) is for TID 9 development rebate, with 4.52% estimated interest rate.

Mr. Fischer next reviewed the plan of finance timeline, which also includes the bond rating process for City's credit rating.

He then highlighted numbers from the remaining pages of the presentation. Existing Debt Service is shown on page 4; tax exempt borrowing on page 5 for the \$10,120,000 borrowing; TID 9 taxable project borrowing is on page 6, and page 7 summarizes all debt payments. Page 8 is a visual which shows that the City's borrowing capacity is 5% of equalized valuation; City has a large amount of borrowing capacity; taking into consideration the existing bonds, plus this borrowing, the City has \$77 million in remaining debt capacity. There are increases shown going forward as the City pays down debt. At the end of 2022, the City has 60% remaining capacity. In response to Mayor Boyd, Mr. Fischer indicated that the City has a borrowing capacity average hovering around 60% for the last 10-15 years.

Aldersperson Chandik Kunding indicated that she is very proud and not many realize what a good financial position the City is in. The Mayor added that the City is well-managed and thanked Mr. Fisher for the information.

In response to Mayor Boyd, Finance Director-Treasurer Zegers advised that the Committee is requested to approve the two initial borrowing resolutions. A final review will be done with departments to tighten numbers, if needed before the final resolutions come before council in about a month. Administrator Delo clarified that the initial resolution is the maximum amount of borrowing, the final resolutions can be small, not larger.

Mayor Boyd made a Motion to approve the initial resolution authorizing the 2022A General Obligation promissory note (he inadvertently indicated Letter B but was referring to A.); seconded by Aldersperson Chandik Kunding. Motion approved by unanimous vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Amy Chandik Kunding, Aldersperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

Mayor Boyd then made a Motion to approve the initial resolution for 2022B General Obligation taxable note; seconded by Aldersperson Quigley. Motion approved by unanimous vote.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	John Quigley, Aldersperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

11. Presentation and approval of the preliminary 2021 Management Letter and Financial Statements.*

Item 11 followed Item 10 (also addressed prior to Item 9).

Scott Sternhagen and Dan Fochs of CliftonLarsonAllen LLP (CLA) presented the 20-page Executive Summary of the 2021 Audit, which is a summary of the full report. The summary was formally issued this afternoon, which is the earliest it has been completed, and it is no longer in draft status. The Audit Opinion indicates that a clean audit report is issued as of today. The two findings mentioned under Internal Controls as deficiencies are that CLA prepared the audit (which is normal for a City of this size) and the material adjusting of entries. There were no Compliance Findings and separate observations and recommendations were made for improvements in the Health Department, although nothing significant was found.

The Formal Required Communications are next in the summary: page 3 indicates that no difficulties were encountered in performing audit, it was done sooner this year versus other years and no disagreements with management occurred; page 4 touched on the audit findings and contains nothing new from previous reports; Internal Control Findings follow.

The financial report begins on page 8 - City Governmental Fund balances. The General Fund balance is at \$10.4 million (up \$2.5 million from 2020), with Unassigned funds just over \$7 million, with advances made to other funds- Water Utility and Pool Capital Project funds. The General Fund in total is in strong financial shape; 35% of expenditures is \$9.7 million and the City is at \$10.4 million; CLA will complete this calculation and update before next Tuesday's council meeting, but expect the City to be right around 35%, well above the minimum of 25%. An overview was then provided of the other funds; it was mentioned that the Micro-loans are currently in a deficit but will rebound monthly as funds are recovered. The deficit for the pool will go down now that construction is complete, although it is also funding operations as it goes. The General fund can borrow to a fund that is in deficit and the TIDs can borrow from each other as time goes on. TID #5 is now closed, and it was encouraged that the Committee read page 9 on the general fund and TID funds for additional information. The self-insurance fund for health had risen above recommended benchmarks the last two years, and in 2021, it was offset by the use of some of those funds, with a planned loss to maintain the fund's net position; it is in a good position with \$2 million available for 150% of health claims.

The utilities are reviewed next in the report and water rate increases are approved by the Public Service Commission (PSC); revenue increased by 10% as a result of a rate increase effective 1/1/21. The water utility has borrowed from other funds, so CLA would recommend another rate increase or cut capital projects, which is tough to do in an aging City. Finance Director-Treasurer Zegers added that he believes the City can do three years of 3% simplified rate increases, without doing a full blown increase, which is an option; it can be discussed later, but given direction, he could do that. Administrator Delo added as a reminder to those not on the Common Council very long that approximately 10 years ago NEW Water implemented a 10% per year rate increase, and the Common Council consciously decided at that time to offset by not raising rates and make a change down the road. A full rate study was done following NEW's project, with anticipated simplified rates increases to adjust further. Utilities are replaced with street projects and this year has been an unusual year with increases for water infrastructure, and the City will be cutting back and continuing to monitor and adjust rates as needed. The PSC controls rate increases over three percent; CA Delo just wanted to remind everyone this was planned for. Mr. Sternhagen added that the water utility principal payments will be going down as debt is repaid, but he does recommend his clients look at simplified rate cases to keep rates in line with inflation. NEW Water improvements will be passed onto the city with increases as well. This fund causes the biggest work as far as the audit is concerned.

The Wastewater utility is on the next page, with increases being due to large industrial customers; residential stayed stable. This account is positive in that it generated cash.

The Stormwater account is stable and is in good financial shape; the account builds money and then is expended for large projects for infrastructure.

Next, Dan Fochs highlighted CLA's review of Health Department internal controls. No compliance issues were found, but comments and observations were made related to record and time keeping to better maintain records and aid in the reconciliation process for what expenses go to what grant funds. Some recommendations relate to time sheet reporting or creating new revenue and expenses categories for the health department that

Finance will be assisting with creating and FDT Zegers provided a planned action report for 2023 to implement changes for the Health Department. FDT Zegers added that the Health Department is one cost center and the plan is to make sure there are more formal approvals of the administrative assistant's work, which is complicated with several grants and a limited number of general ledger accounts. The plan is to separate the accounts so it is clear what is received for COVID versus routine grants; there is a little concern with the payroll codes needed, whether there is enough for each grant so that it can be more easily audited moving forward. CLA's comments are valid, some the City will be able to bring to 100% correction, others may be a little more difficult. Discussion followed with the Mayor regarding COVID grants and FDT Zegers indicated that the Health Department received approximately \$80,000 of grants pre-COVID, and charges currently able to be applied to COVID grants have resulted in a revenue source. In 2021, there was approximately \$400,000 of additional grants. Mr. Fochs added that cleaning up processes will help with future DHS grants to make maintaining records better going forward.

Administrator Delo added that DHS grants will be adjusted going forward based on need and COVID's impact. The wages staff spent working on COVID were reimbursed; the department is shifting back to doing other work now and it is expected to see less reimbursement for COVID related activities. Mr. Sternhagen added it is possible that 2022 will be subject to a federal audit due to ARPA funding, so these recommendations are made in advance to avoid those findings for next year.

Mr. Sternhagen then provided an update to the Finance Department recommendations made last year. All items were completed but Item 5 - working with Human Resources for wage rates for segregation of duties. Appendix B is technical update - A big undertaking for Governmental Accounting Standards Board is coming for the year that the city is currently in regarding financial reporting for leases. FDT Zegers added that department heads will need to provide copies of the leases the city pays and those that generate income. It is an accounting standard that needs to be met for an unqualified opinion for every municipality.

Mayor Boyd thanked CLA for the informative presentation.

FDT Zegers added that if this item is approved, it will move forward to Council; Mr. Sternhagen or Mr. Fochs will be available for the Common Council meeting virtually to answer questions. He recommends approval of the final audit.

Mayor Boyd made Motion to approve the final 2021 Management Letter and Financial Statements and forward to Council; seconded by Alderperson Perock.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Devin Perock, Alderperson
AYES:	Perock, Gantz, Boyd, Kunderling, Quigley

12. Review and possible action on City of De Pere Investments and Cash Detail report for May 2022.

Item 12 was heard following Item 9 at 9:00 PM.

Finance Director Treasurer Zegers presented the report for the month ending May 31, with City's total cash at \$3.5 million; picked up \$100,000, with health and dental staying roughly the same; May's balance is \$29.3 million for investments and was \$30.2 million in April; \$1 million was transferred from the money market account to city checking for accounts payable and payroll, and the LGIP account increased \$147,000 from receipt of state aids.

There was appreciation in May for the Associated account of \$29,000 and Charles Schwab had appreciation of \$6,000. Total cash and investments are \$32.8 million for the month ending May 31, 2022.

Interest and appreciation is at -\$267,000 through May 31, that is primarily depreciation in treasury notes, as the notes that the City is holding are lower than rates coming out now.

The Schwab account has 18 treasury notes in total - 8 of the 18 are at 3% or over; older ones are being sold and getting higher yields now. Not losing money - the City gets principal value, plus interest.

Mayor Boyd made a Motion to receive and place on file; seconded by Alderperson Chandik Kunding.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

13. Future agenda items.

None.

14. Consideration and Possible Action on Notice of City of Long Beach v. Monsanto Class Action Settlement regarding PCB Contamination.*

Mayor Boyd indicated that he reviewed the memo from City Attorney Johnson regarding the class action settlement and the staff recommendation to stay in the action and accept the settlement.

He then made a formal Motion to remain in the class action lawsuit and accept the settlement; seconded by Alderperson Quigley.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	John Quigley, Alderperson
AYES:	Perock, Gantz, Boyd, Kunding, Quigley

15. Adjournment

Mayor Boyd made a Motion to Adjourn at 9:06 PM, seconded by Alderperson Chandik Kunding; Motion carried by unanimous vote.

***Items with an asterisk require City Council approval.**

Respectfully submitted,
Angela Zills



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: Police

FROM: Jeremy Muraski

SUBJECT: Consideration and Possible Action on the June 2022 Police Overtime Report.

The overtime (OT) report covers the months of July and August 2022 (no August meeting). July Overtime was pretty consistent with July of 2020 and 2021. August Overtime increased notably when compared to 2020 and 2021. The main driving force appeared to be Staffing related overtime. We currently have two full time officer vacancies and another officer unavailable due to light duty status. Special Assignment OT was used for additional patrols in Voyageur Park.

Officer Sick Relief OT consisted of 39.75 hours in July and 4.50 hours in August.

I have updated the new trend chart to help visualize trends.

ATTACHMENTS:

- 2020 PD OT Summary (PDF)
- 2021 PD OT Report Summary (PDF)
- July 2022 PD OT Report (PDF)
- Trend Chart Aug 2022(PDF)

**DEPARTMENT OF POLICE
OVERTIME BY REASON
2020**

REASON	JAN *	FEB **	MAR ***	APR +	MAY ++	JUN ^	JUL #	AUG ##	SEPT ^^	OCT ^^^	NOV **	DEC ***	TOTAL
OFFICER SICKLEAF	90.75	25.50	18.00		10.25	6.50	0.00	20.00	27.50	42.25	61.50	60.00	362.25
OFFICER WORKED ON HOLIDAY	92.75	12.00	12.00	25.75	48.50	8.00	69.25	4.00	108.00	18.00	53.50	96.75	548.50
OFFICER FOR COURT	60.00	4.00	7.00	5.00		3.00	8.00	5.50	7.75	4.00	4.00	2.00	110.25
OFFICER TRAINING	38.50	119.75	56.00	20.00		146.00	104.25	48.25	78.50	142.50	97.00	39.00	889.75
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTENDING		2.00	2.00								1.50	4.50	10.00
STAFFING LEVEL	285.50	107.25	99.00	54.25	42.50	154.50	225.25	279.00	243.50	304.25	94.75	142.75	2032.50
INVESTIGATION	22.50	7.50	32.25	28.25	36.25	25.50	70.75	43.25	74.25	57.25	32.50	32.50	462.75
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	27.75	29.25	13.75					14.00	14.25	16.00	8.00	33.75	156.75
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED	4.50	14.00								3.25	55.00		76.75
WARRANTS	15.25	14.25	24.75	5.75	48.00	58.00	2.00	5.75	12.75	27.00	11.00		224.50
WARRANTS REIMBURSED	11.50	42.25	18.50	12.25	5.75	4.00	31.50	4.00	18.75	11.00	5.75	20.75	186.00
GROSS OVERTIME	649.00	377.75	283.25	151.25	191.25	405.50	511.00	423.75	585.25	625.50	424.50	432.00	5060.00
SUBTOTAL REIMBURSED OVERTIME	(43.75)	(85.50)	(32.25)	(12.25)	(5.75)	(4.00)	(31.50)	(18.00)	(33.00)	(30.25)	(68.75)	(54.50)	(419.50)
NET OVERTIME	605.25	292.25	251.00	139.00	185.50	401.50	479.50	405.75	552.25	595.25	355.75	377.50	4640.50

TOTAL OVERTIME BUDGET : \$ 175,000.00

EXPENDITURES THROUGH 12/31/2020 \$ 236,439.64

PERCENT OF TOTAL BUDGET : 135%

NOTES:

* period 12/28/2019 -1/24/2020

** period 1/25/2020 -2/21/2020

*** period 2/22/2020 -4/3/2020

+ period 4/4/2020 -4/30/2020

++ period 5/1/2020 -5/31/2020

^ period 6/1/2020 -6/30/2020

period 7/1/2020 -7/31/2020

period 8/1/2020 -8/31/2020

^^ period 9/1/2020 -9/30/2020

^^^ period 10/1/2020 -10/31/2020

*^ period 11/1/2020 -11/30/2020

*+^ period 12/1/2020 -12/31/2020

Additional notes

Changing from Payroll period reporting to monthly reporting beginning May 1, 2020.

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2021**

REASON	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
OFFICER SICK RELIEF	24.75	11.50	21.50	39.50	11.50		21.25	15.25	3.00	16.00		37.75	202.00
OFFICER WORKED ON HOLIDAY	94.00	16.50		30.00	66.00	4.00	61.00	20.00	117.25		61.50	114.25	584.50
OFFICER FOR COURT	2.75	4.00	16.00	10.00	2.00	14.00	9.00	18.00	12.25	8.00	10.00	6.00	112.00
OFFICER TRAINING	73.00	71.25	82.50	33.25	128.25	55.25	26.75	45.50	131.50	110.50	130.25	28.25	916.25
OFFICER RELIEF FOR FUNERAL			6.75										6.75
OFFICER ATTEND MEETING		7.75		1.00	15.50	7.75	11.25	13.50			7.75		64.50
STAFFING LEVEL	144.25	96.50	124.50	124.25	275.00	256.50	265.00	229.25	137.50	124.75	88.00	167.00	2032.50
INVESTIGATION	68.50	52.50	47.00	28.50	49.75	50.25	64.75	68.25	47.75	52.00	37.75	26.00	593.00
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	28.75	21.25	11.75	42.50	25.50	22.25		18.00	63.75	82.50	9.50	26.00	351.75
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT	34.50			2.00	60.00								96.50
SPECIAL ASSIGNMENT REIMBURSED							2.00	20.50	6.00	18.00	26.50		73.00
MISCELLANEOUS	11.25	5.25	1.00	8.75	3.25	35.50		5.50	14.25	15.00	19.00	12.00	130.75
MISCELLANEOUS REIMBURSED			21.50	26.25	19.50	1.00		33.50	16.25	11.75	11.25	35.00	176.00
GROSS OFFICER OVERTIME	481.75	286.50	332.50	346.00	656.25	446.50	461.00	487.25	549.50	438.50	401.50	452.25	5339.50
SUBTOTAL REIMBURSED OVERTIME	(28.75)	(21.25)	(33.25)	(68.75)	(45.00)	(23.25)	(2.00)	(72.00)	(86.00)	(112.25)	(47.25)	(61.00)	(600.75)
NET OFFICER OVERTIME	453.00	265.25	299.25	277.25	611.25	423.25	459.00	415.25	463.50	326.25	354.25	391.25	4738.75

*TOTAL OVERTIME BUDGET: \$ 175,000.00

EXPENDITURES THROUGH 12/31/2021 \$ 202,559.08

PERCENT OF TOTAL BUDGET: 116%

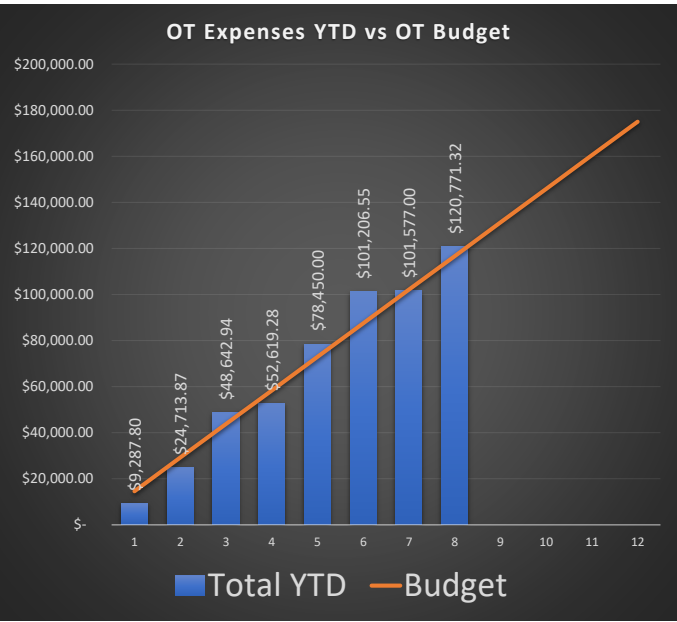
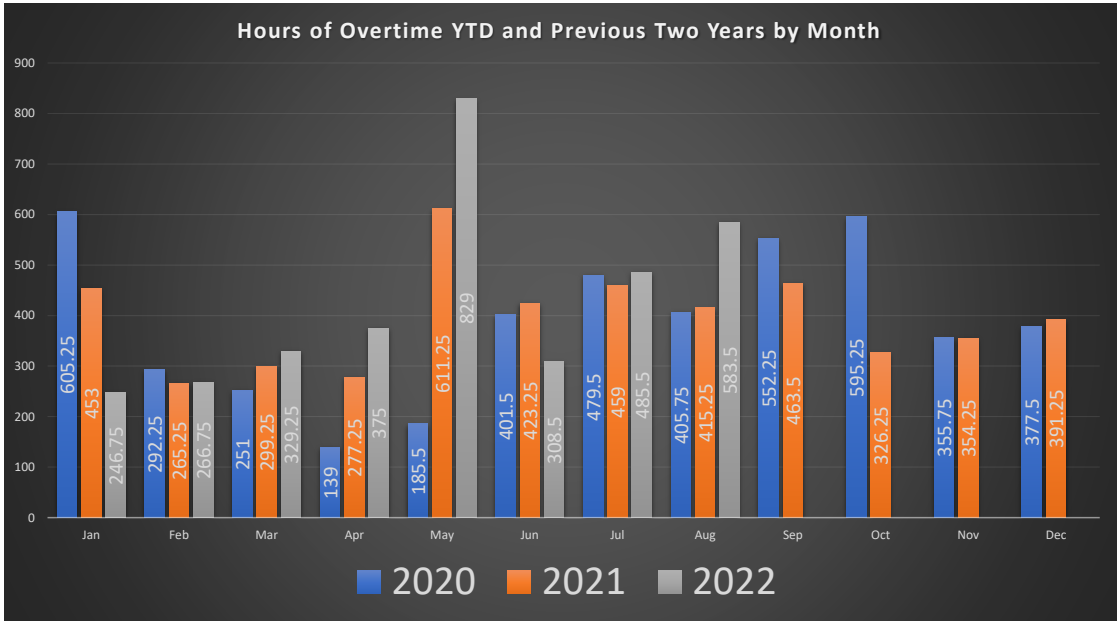
**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2022**

REASON	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
OFFICER SICK RELIEF	29.25	18.75	40.50	5.50	3.75	7.50	39.75						145.00
OFFICER WORKED ON HOLIDAY	58.25	9.75	8.00	34.75	81.25	18.00	60.00						270.00
OFFICER FOR COURT	8.00	12.50	23.00	10.00	12.00	26.00	6.00						97.50
OFFICER TRAINING	63.25	32.50	53.75	113.00	384.00	34.50	46.00						727.00
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING		21.25	2.75		6.00	5.00	2.25						37.25
STAFFING LEVEL	55.50	126.50	149.25	152.25	153.50	94.00	267.00						998.00
INVESTIGATION	31.00	34.25	38.50	44.75	69.75	40.75	47.00						306.00
HONOR GUARD FOR FUNERAL				2.00	1.50	2.00							5.50
SCHOOL LIAISON REIMBURSED	26.25	49.50	20.50	18.00	25.00	32.50							171.75
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT					104.00	67.50							171.50
SPECIAL ASSIGNMENT REIMBURSED		9.75		2.25	81.00		2.00						95.00
MISCELLANEOUS	1.50	11.25	13.50	12.75	13.25	13.25	17.50						83.00
MISCELLANEOUS REIMBURSED	23.25	57.25	37.50	31.75	29.00	56.75	49.00						284.50
GROSS OFFICER OVERTIME	296.25	383.25	387.25	427.00	964.00	397.75	536.50	0.00	0.00	0.00	0.00	0.00	3392.00
SUBTOTAL REIMBURSED OVERTIME	(49.50)	(116.50)	(58.00)	(52.00)	(135.00)	(89.25)	(51.00)	0.00	0.00	0.00	0.00	0.00	(551.25)
NET OFFICER OVERTIME	246.75	266.75	329.25	375.00	829.00	308.50	485.50	0.00	0.00	0.00	0.00	0.00	2840.75

TOTAL OVERTIME BUDGET: \$ 175,000.00
EXPENDITURES THROUGH 08/01/2022 \$ 101,577.39
PERCENT OF TOTAL BUDGET: 58%

PD Overtime Trends Report

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Yearly Hours	Total Yearly Expend	Total OT Budget
2020	605.25	292.25	251	139	185.5	401.5	479.5	405.75	552.25	595.25	355.75	377.5	4640.5	\$ 236,436.94	\$ 175,000.00
2021	453	265.25	299.25	277.25	611.25	423.25	459	415.25	463.5	326.25	354.25	391.25	4738.75	\$ 202,559.08	\$ 175,000.00
2022	246.75	266.75	329.25	375	829	308.5	485.5	583.5					3424.25	\$ 101,206.55	\$ 175,000.00
Total YTD	\$ 9,287.80	\$ 24,713.87	\$ 48,642.94	\$ 52,619.28	\$ 78,450.00	\$ 101,206.55	\$ 101,577.00	\$ 120,771.32							
% of Budget	5.0%	14.0%	28.0%	30.0%	45.0%	58.0%	58.3%	66.7%							
Budget	\$ 14,583.33	\$ 29,166.66	\$ 43,749.99	\$ 58,333.32	\$ 72,916.65	\$ 87,499.98	\$ 102,083.31	\$ 116,666.64	\$ 131,249.97	\$ 145,833.30	\$ 160,416.63	\$ 174,999.96			





City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: Police

FROM: Jeremy Muraski

SUBJECT: Consideration and Possible Action on the August 2022 Police Overtime Report.

ATTACHMENTS:

- Police Overtime Report-August (PDF)

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2022**

REASON	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
OFFICER SICK RELIEF	29.25	18.75	40.50	5.50	3.75	7.50	39.75	4.50					149.50
OFFICER WORKED ON HOLIDAY	58.25	9.75	8.00	34.75	81.25	18.00	60.00	16.75					286.75
OFFICER FOR COURT	8.00	12.50	23.00	10.00	12.00	26.00	6.00	18.00					115.50
OFFICER TRAINING	63.25	32.50	53.75	113.00	384.00	34.50	46.00	33.00					760.00
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING		21.25	2.75		6.00	5.00	2.25	4.00					41.25
STAFFING LEVEL	55.50	126.50	149.25	152.25	153.50	94.00	267.00	369.75					1367.75
INVESTIGATION	31.00	34.25	38.50	44.75	69.75	40.75	47.00	50.00					356.00
HONOR GUARD FOR FUNERAL				2.00	1.50	2.00							5.50
SCHOOL LIAISON REIMBURSED	26.25	49.50	20.50	18.00	25.00	32.50		23.00					194.75
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT					104.00	67.50		25.25					196.75
SPECIAL ASSIGNMENT REIMBURSED		9.75		2.25	81.00		2.00						95.00
MISCELLANEOUS	1.50	11.25	13.50	12.75	13.25	13.25	17.50	62.25					145.25
MISCELLANEOUS REIMBURSED	23.25	57.25	37.50	31.75	29.00	56.75	49.00	29.00					313.50
GROSS OFFICER OVERTIME	296.25	383.25	387.25	427.00	964.00	397.75	536.50	635.50	0.00	0.00	0.00	0.00	4027.50
SUBTOTAL REIMBURSED OVERTIME	(49.50)	(116.50)	(58.00)	(52.00)	(135.00)	(89.25)	(51.00)	(52.00)	0.00	0.00	0.00	0.00	(603.25)
NET OFFICER OVERTIME	246.75	266.75	329.25	375.00	829.00	308.50	485.50	583.50	0.00	0.00	0.00	0.00	3424.25

TOTAL OVERTIME BUDGET: \$ 175,000.00
EXPENDITURES THROUGH 09/01/2022 \$ 120,771.32
PERCENT OF TOTAL BUDGET: 69%



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Consideration and possible action on the Fire Department Overtime and LifeQuest Services Billing Reports for July, 2022.

ATTACHMENTS:

- JULY FIRE DEPT OT REPORT (PDF)

DE PERE FIRE RESCUEOVERTIME BREAKDOWN BY REASON FOR THE YEAR 2021

REASON	Jan.*	Feb.**	Mar. ***	Apr.+	May++	June+++	July^	Aug.^	Sept.^^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	33.00	33.00	45.00	48.75	54.00	22.50	78.00	75.00	60.25	33.00	6.00	54.00	542.50
EMS TRAINING	81.25	108.50	123.50	67.00	8.75	25.50	0.00	0.00	94.00	143.25	104.00	113.25	869.00
FIRE TRAINING	0.00	0.00	64.75	4.50	16.25	45.00	6.00	53.00	67.50	51.50	12.75	21.50	342.75
RESCUE CALLS	1.25	17.00	6.00	1.75	5.50	7.50	5.25	4.50	6.00	6.00	7.00	3.00	70.75
FIRE CALLS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.50	0.00	4.00	0.00	9.50
MEETINGS	4.50	24.00	58.00	35.50	24.00	0.00	0.00	0.75	108.00	0.00	1.50	6.75	263.00
STAFFING REP.	36.00	62.25	36.00	36.00	141.75	0.00	580.25	500.50	409.50	213.00	673.75	315.75	3,004.75
MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	0.00	0.00	3.50
PUB. ED.	12.25	0.00	1.50	4.50	0.00	12.25	3.50	0.00	9.00	12.75	1.50	0.00	57.25
SPECIAL EVENTS	5.50	70.50	146.75	102.25	68.50	82.25	15.00	55.25	31.25	47.75	53.25	34.50	712.75
# FIRE RUNS	33	24	30	42	21	41	32	41	21	26	23	23	357
# EMS RUNS	195	174	208	177	230	232	235	247	252	230	227	257	2,664
DISPATCH ERRORS	5	4	2	3	1	3	2	6	1	4	2	5	38
TOTAL HRS.	173.75	315.25	481.50	300.25	318.75	195.00	688.00	689.00	794.50	507.25	863.75	548.75	5,875.75

Special Events included in Overtime

Total Overtime Budget \$110,000, Expenditures through January 4, 2022, \$114,710, 104%

*Period: 12/26/2020-1/22/2021 +Period: 4/03/2021-4/30/2021 ^Period: 6/26/21-07/23/21 #Period: 10/2/21-10/29/21
 **Period: 1/23/2021-2/19/2021 ++Period: 5/1/2021-5/28/2021 ^^Period: 7/24/21-8/20/21 ##Period: 10/30/21-11/26/21
 ***Period: 2/20/2021-4/02/2021 +++Period: 5/29/2021-6/25/21 ^^Period: 8/21/21-10/1/21 ###Period: 11/27/21-12/24/21

OVERTIME BREAKDOWN BY REASON FOR THE YEAR 2022

REASON	Jan.*	Feb.**	Mar. ***	Apr.+	May++	June+++	July^	Aug.^	Sept.^^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	66.75	29.75	15.00	36.00	24.00	20.50	46.75						238.75
EMS TRAINING	162.75	193.00	146.50	120.25	52.25	5.25	5.25						685.25
FIRE TRAINING	50.00	7.75	59.25	70.00	78.75	47.25	13.50						326.50
RESCUE CALLS	11.25	12.75	18.25	14.00	1.25	9.00	5.25						71.75
FIRE CALLS	0.00	2.00	4.50	0.00	17.50	0.00	9.00						33.00
MEETINGS	5.00	21.50	15.75	3.00	29.00	6.75	8.50						89.50
STAFFING REP.	232.50	139.75	387.50	180.00	89.75	336.00	1,032.75						2,398.25
MAINTENANCE	0.00	0.00	0.50	0.00	0.00	0.00	0.00						0.50
PUB. ED.	0.00	5.50	0.00	0.00	0.00	27.25	0.00						32.75
SPECIAL EVENTS	11.00	17.00	10.25	24.50	14.25	41.25	6.00						124.25
# FIRE RUNS	35	31	35	22	38	32	43						236
# EMS RUNS	252	199	252	205	241	234	233						1,616
DISPATCH ERRORS	3	1	1	1	4	2	2						14
TOTAL HRS.	539.25	429.00	657.50	447.75	306.75	493.25	1,127.00	0.00	0.00	0.00	0.00	0.00	4,000.50

Special Events included in Overtime

Total Overtime Budget \$110,000, Expenditures through August 1, 2022, \$95,304, 87%

*Period: 12/24/21-01/21/22 +Period: 04/02/22-04/29/22 ^Period: 06/25/22-07/22/22 #Period:
 **Period: 01/22/22-02/18/22 ++Period: 04/30/22-05/27/22 ^^Period: ##Period:
 ***Period: 02/18/22-04/01/22 +++Period: 05/28/22-06/24/22 ^^Period: ###Period:

DE PERE FIRE RESCUE STRUCTURAL FIRE "STILL" ALARMS FOR JULY, 2022



Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
7/2/2022	1456 Cook Street	Carbon monoxide incident	E111	Ventilate	N/A
7/2/2022	3917 Stone Vista Lane (Town of Ledgeview)	Building fire	C103, BC111, L111	Incident command, extinguishment by fire service personnel	N/A
7/3/2022	2580 S. Broadway (Village of Ashwaubenon)	Building fire	BC111, L111	Ventilate, provide manpower	N/A
7/4/2022	1963 Swan Road (Town of Ledgeview)	Cooking fire, confined to container	BC111, L111	Incident command, ventilate	N/A
7/4/2022	250 S. Ninth Street	Smoke detector activation, no fire, unintentional	E121	Investigate	N/A
7/5/2022	1124 N. Baird Street (City of Green Bay)	Building fire	BC111, E111	Extinguishment by fire service personnel, ventilate, salvage and overhaul	N/A
7/5/2022	1333 Scheuring Road	Alarm system sounded, due to malfunction	A121, E121	Investigate	N/A
7/7/2022	1242 Pershing Road	Alarm system sounded, due to malfunction	BC111, E111	Investigate	N/A
7/8/2022	2485 S. Oneida Street (Village of Ashwaubenon)	Dumpster or other outside trash receptacle fire	BC111, L111	Provide manpower and apparatus	N/A
7/8/2022	708 N. Melcorn Circle	Alarm system sounded, due to malfunction	E111	Investigate	N/A
7/9/2022	4176 Elmview Road (Town of Ledgeview)	Barn fire	N/A	Declined - no staffing available	N/A
7/9/2022	2208 Trellis Ridge Lane (Town of Ledgeview)	Building fire	BC111	Shut down system	N/A
7/12/2022	2580 S. Broadway (Village of Ashwaubenon)	Building fire	BC111, L111	Standby	N/A
7/12/2022	674 Bow Bells Road (Village of Hobart)	Tree fire	BC111, E121	Dispatched and canceled en route	N/A
7/14/2022	800 Heritage Road	Alarm system activation, no fire, unintentional	E111	Investigate	N/A
7/15/2022	523 N. Libal Street	Gas leak	E111	Investigate, refer to proper authority	N/A
7/15/2022	2077 Airport Drive (Village of Ashwaubenon)	Smoke or odor removal	BC111, E121	Provide apparatus	N/A

Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
7/18/2022	1807 Ridgeway Drive	Carbon monoxide detector activation, due to malfunction	E111	Investigate	N/A
7/18/2022	2901 Lawrence Drive (Town of Lawrence)	Building fire	BC111, L111	Extinguishment by fire service personnel, operate apparatus	N/A
7/19/2022	836 Elm Street	Carbon monoxide incident	E121	Ventilate	N/A
7/20/2022	2534 Lawrence Drive (Town of Lawrence)	Structure fire	BC111, L111	Dispatched and canceled en route	N/A
7/21/2022	1327 Glory Road (Village of Ashwaubenon)	Fire in structure other than a building	BC111, L111	Provide apparatus and manpower	N/A
7/21/2022	1016 N. Broadway Street	Detector activation, no fire, unintentional	BC111, E111, A111	Investigate	N/A
7/22/2022	1990 S. Ridge Road (Village of Ashwaubenon)	Structure fire	BC111, L111	Dispatched and canceled en route	N/A
7/22/2022	1639 Willard Terrance	Smoke or odor removal	E111	Investigate	N/A
7/24/2022	6000 Liberty Street (City of Green Bay)	Building fire	BC111, E121	Extinguishment by fire service personnel, ventilate	N/A
7/25/2022	700 Heritage Road	Gasoline or other flammable liquid spill	BC111, E111, A111	Hazardous material spill control and confinement	N/A
7/27/2022	1212 Enterprise Drive	Sprinkler activation, no fire, unintentional	E111	Investigate, shut down system	N/A
7/29/2022	1891 Commerce Drive	Alarm system sounded, due to malfunction	E111	Investigate	N/A
7/30/2022	746 Pine Street	Outside rubbish, trash or waste fire	BC111, E111, E121	Investigate	N/A

DE PERE FIRE RESCUE
JULY, 2022
***OVERTIME CAUSED BY SICK LEAVE**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
6/25/2022	18	27
6/26/2022	48	72
6/28/2022	48	72
6/30/2022	64	96
7/2/2022	71.33	107
7/3/2022	48	72
7/4/2022	48	72
7/5/2022	48	72
7/7/2022	42	63
7/9/2022	48	72
7/11/2022	32.5	48.75
7/12/2022	24	36
7/14/2022	24	36
7/16/2022	24	36
7/18/2022	5	7.5
7/19/2022	47.67	71.5
7/21/2022	48	72
TOTAL	688.5	1,032.75

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

**06/25/22 - 07/22/22

LIFEQUEST MEDICAL BILLING - 2022
MONTHLY REPORT

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE
CHARGES	194,947	238,610	232,561	186,763	164,585	216,762
PAYMENTS	65,007	86,624	100,069	98,084	83,169	72,689
CREDIT ADJUSTMENTS	71,686	112,752	116,930	84,507	95,395	115,101

	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
CHARGES	227,657					
PAYMENTS	102,050					
CREDIT ADJUSTMENTS	108,930					

Payments to LifeQuest	
January	3,354
February	5,888
March	6,470
April	7,477
May	4,724
June	4,176
July	5,137
August	
September	
October	
November	
December	
Total Paid	\$37,226

**See attached details

City Of De Pere
Income and Expenditures
July 2022
All Phases

Charges		Billing	Collection	Total
Billing Charges / Collection Placements		\$206,737.65	\$20,918.97	\$227,656.62
Other	+	\$0.00	\$0.00	\$0.00
Subtotal of Charges		\$206,737.65	\$20,918.97	\$227,656.62
Account Transfers		\$17,284.57	\$3,634.40	\$20,918.97
Credit Summary				
Total Credits		\$202,729.99	\$5,900.65	\$208,630.64
Less Adjustments	-	\$108,929.50	\$0.00	\$108,929.50
Less Delinquent Closed Accounts Reconciliation	-	\$0.00	\$1,735.78	\$1,735.78
Less Overpayments	-	\$(3,266.78)	\$(817.58)	\$(4,084.36)
Gross Payments Received		\$97,067.27	\$4,982.45	\$102,049.72
Plus Overpayment Returns	+	\$(2,727.58)	\$0.00	\$(2,727.58)
Net Payments Received		\$94,339.69	\$4,982.45	\$99,322.14
Less Payments Kept By Service	-	\$2,263.00	\$991.80	\$3,254.80
Total Deposits Reconciliation		\$92,076.69	\$3,990.65	\$96,067.34
Summary of Disbursement				
Total Deposits & Payments Kept By		\$94,339.69	\$4,982.45	\$99,322.14
Plus Overpayment Refunds	+	\$(539.20)	\$(817.58)	\$(1,356.78)
Gross Revenue		\$93,800.49	\$4,164.87	\$97,965.36
LifeQuest Fee		\$4,221.02	\$916.27	\$5,137.29
Plus Probate Fees	+	\$0.00	\$0.00	\$0.00
Other / Fees		-	-	\$0.00
Total Due LifeQuest	Check # EFT	\$4,221.02	\$916.27	\$5,137.29
Service Revenue		\$89,579.47	\$3,248.60	\$92,828.07
Less Payments Kept By Service	-	\$2,263.00	\$991.80	\$3,254.80
Less Service Payable	-	\$0.00	\$0.00	\$0.00
Less Probate Fees	-	\$0.00	\$0.00	\$0.00
Other / Fees		\$0.00	\$0.00	\$0.00
Total Due Service	Check # EFT	\$87,316.47	\$2,256.80	\$89,573.27

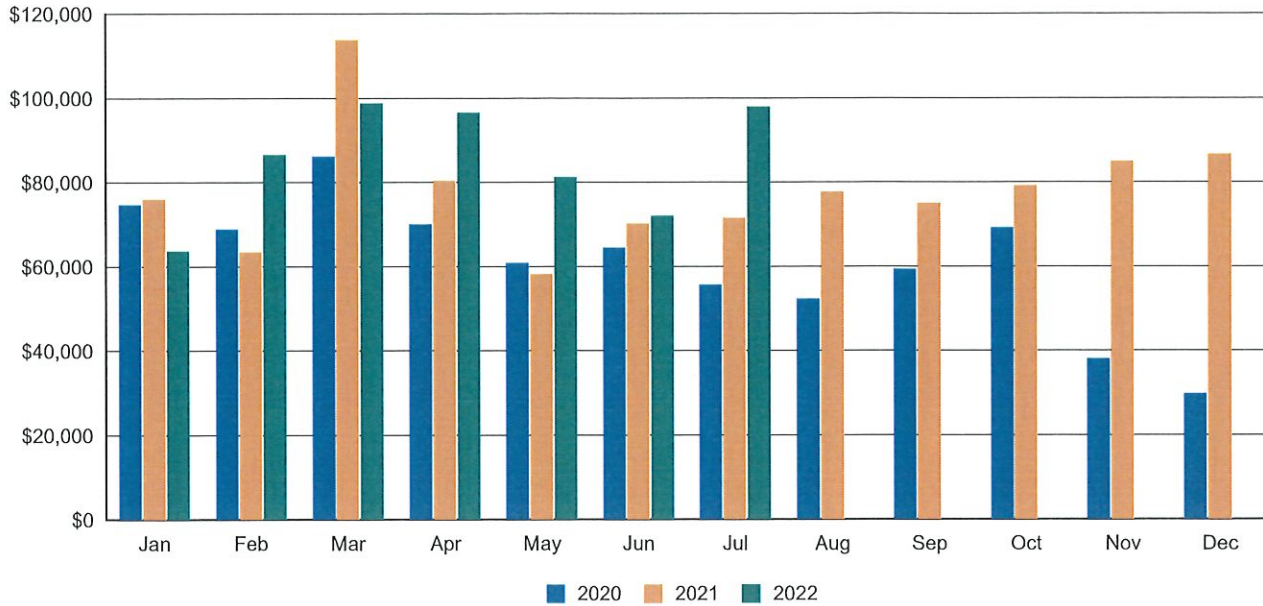
Messages:

Total Deposits EOM differ from bank statement by \$111.83 due to \$2527.52 in ACH returns and 6/30 \$1167.69 MAWI and 6/29 \$1248.00 Prevea now posted eli 8.1.22

All Phases Gross Revenue

City of De Pere

January 2020 to July 2022



	2020	2021	2022
January	\$74,735	\$76,068	\$63,841
February	\$68,980	\$63,602	\$86,624
March	\$86,226	\$113,896	\$98,825
April	\$70,107	\$80,392	\$96,607
May	\$61,059	\$58,325	\$81,259
June	\$64,610	\$70,239	\$72,087
July	\$55,803	\$71,566	\$97,965
August	\$52,414	\$77,763	\$0
September	\$59,470	\$75,107	\$0
October	\$69,260	\$79,194	\$0
November	\$38,169	\$85,024	\$0
December	\$29,842	\$86,681	\$0
Total Gross Revenue	\$730,674	\$937,858	\$597,209

City Of De Pere

Billing Summary

July 2022

Phase 1

Charges

Billing Charges		\$206,737.65	
Other	+	\$0.00	
Subtotal of Charges			\$206,737.65

Account Transfers

Billing to Collections Transfer Total			\$17,284.57
---------------------------------------	--	--	--------------------

Credit Summary

Total Credits		\$202,729.99	
Less Adjustments	-	\$108,929.50	
Less Overpayments	-	\$(3,266.78)	
Gross Payments Received			\$97,067.27
Plus Overpayment Returns	-	\$(2,727.58)	
Net Payments Received			\$94,339.69
Less Payments Kept By Service	-	\$2,263.00	
Total Deposits Reconciliation			\$92,076.69

Summary of Disbursement

Total Deposits & Payments Kept By		\$94,339.69	
Plus Overpayment Refunds	+	\$(539.20)	
Gross Revenue			\$93,800.49
LifeQuest Fee		\$4,221.02	
Plus Probate Fees	+	\$0.00	
Total Due LifeQuest	Check # EFT		\$4,221.02
Service Revenue		\$89,579.47	
Less Payment Kept By Service	-	\$2,263.00	
Less Service Payable	-	\$0.00	
Less Probate Fees	-	\$0.00	
Other / Fees	-	\$0.00	
Total Due Service	Check # EFT		\$87,316.47

Messages:**Legend:****Charges - Other:** Includes insurance interest, transaction fees, probate fees**Credit Summary - Less Overpayments:** Includes recoupments, refunds, returns, service payables**Credit Summary - Plus Overpayment Returns:** Includes NSF/bank returned type payments

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8/1/2022

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

<u>Charges</u>	<u>Aug 2021</u>	<u>Sep 2021</u>	<u>Oct 2021</u>	<u>Nov 2021</u>	<u>Dec 2021</u>	<u>Jan 2022</u>	<u>Feb 2022</u>	<u>Mar 2022</u>	<u>Apr 2022</u>	<u>May 2022</u>	<u>Jun 2022</u>	<u>Jul 2022</u>	<u>Totals</u>
Aug 2021	10656	37960	17163	7929	2229	1155	0	69	122	0	0	0 \$	77283
151972	7	25	11.3	5.2	1.5	0.8	0	0	0.1	0	0	0 %	50.9
Sep 2021		4774	44094	24792	9276	1717	804	340	40	87	90	215 \$	86227
164710		2.9	26.8	15.1	5.6	1	0.5	0.2	0	0.1	0.1	0.1 %	52.4
Oct 2021			1134	45646	22761	4364	3335	2586	708	538	-157	537 \$	81453
163659			0.7	27.9	13.9	2.7	2	1.6	0.4	0.3	-0.1	0.3 %	49.8
Nov 2021				3959	40835	17913	3697	1924	1238	0	286	0 \$	69852
132474				3	30.8	13.5	2.8	1.5	0.9	0	0.2	0 %	52.7
Dec 2021					1414	31245	22778	12048	4135	1490	432	542 \$	74084
143477					1	21.8	15.9	8.4	2.9	1	0.3	0.4 %	51.6
Jan 2022						2238	43253	17934	7717	3075	1287	-100 \$	75404
187266						1.2	23.1	9.6	4.1	1.6	0.7	-0.1 %	40.3
Feb 2022							1738	40455	15387	3522	1053	0 \$	62156
159686							1.1	25.3	9.6	2.2	0.7	0 %	38.9
Mar 2022								12718	40086	20879	2013	8345 \$	84042
202697								6.3	19.8	10.3	1	4.1 %	41.5
Apr 2022									7944	36694	12390	9634 \$	66663
162556									4.9	22.6	7.6	5.9 %	41
May 2022										10020	39770	19683 \$	69472
181264										5.5	21.9	10.9 %	38.3
Jun 2022											6148	43991 \$	50139
182260											3.4	24.1 %	27.5
Jul 2022												10904 \$	10904
162650												6.7 %	6.7
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	3.7	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	
Weighted	3.7	24.2	11.6	4.1	2	0.8	0.1	0.2	0	0.1	0.1	0	



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Consideration and possible action on the Fire Department Overtime Report and LifeQuest Services Billing Reports for August, 2022.

ATTACHMENTS:

- FIRE DEPT OT REPORT AUG 2022 (PDF)

DE PERE FIRE RESCUEOVERTIME BREAKDOWN BY REASON FOR THE YEAR 2021

REASON	Jan.*	Feb.**	Mar. ***	Apr.+	May++	June+++	July^	Aug.^^	Sept.^^^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	33.00	33.00	45.00	48.75	54.00	22.50	78.00	75.00	60.25	33.00	6.00	54.00	542.50
EMS TRAINING	81.25	108.50	123.50	67.00	8.75	25.50	0.00	0.00	94.00	143.25	104.00	113.25	869.00
FIRE TRAINING	0.00	0.00	64.75	4.50	16.25	45.00	6.00	53.00	67.50	51.50	12.75	21.50	342.75
RESCUE CALLS	1.25	17.00	6.00	1.75	5.50	7.50	5.25	4.50	6.00	6.00	7.00	3.00	70.75
FIRE CALLS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.50	0.00	4.00	0.00	9.50
MEETINGS	4.50	24.00	58.00	35.50	24.00	0.00	0.00	0.75	108.00	0.00	1.50	6.75	263.00
STAFFING REP.	36.00	62.25	36.00	36.00	141.75	0.00	580.25	500.50	409.50	213.00	673.75	315.75	3,004.75
MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	0.00	0.00	3.50
PUB. ED.	12.25	0.00	1.50	4.50	0.00	12.25	3.50	0.00	9.00	12.75	1.50	0.00	57.25
SPECIAL EVENTS	5.50	70.50	146.75	102.25	68.50	82.25	15.00	55.25	31.25	47.75	53.25	34.50	712.75
# FIRE RUNS	33	24	30	42	21	41	32	41	21	26	23	23	357
# EMS RUNS	195	174	208	177	230	232	235	247	252	230	227	257	2,664
DISPATCH ERRORS	5	4	2	3	1	3	2	6	1	4	2	5	38
TOTAL HRS.	173.75	315.25	481.50	300.25	318.75	195.00	688.00	689.00	794.50	507.25	863.75	548.75	5,875.75

Special Events included in Overtime

Total Overtime Budget \$110,000, Expenditures through January 4, 2022, \$114,710, 104%

*Period: 12/26/2020-1/22/2021 +Period: 4/03/2021-4/30/2021 ^Period: 6/26/21-07/23/21 #Period: 10/2/21-10/29/21
 **Period: 1/23/2021-2/19/2021 ++Period: 5/1/2021-5/28/2021 ^^Period: 7/24/21-8/20/21 ###Period: 10/30/21-11/26/21
 ***Period: 2/20/2021-4/02/2021 +++Period: 5/29/2021-6/25/21 ^^^Period: 8/21/21-10/1/21 ####Period: 11/27/21-12/24/21

OVERTIME BREAKDOWN BY REASON FOR THE YEAR 2022

REASON	Jan.*	Feb.**	Mar. ***	Apr.+	May++	June+++	July^	Aug.^^	Sept.^^^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	66.75	29.75	15.00	36.00	24.00	20.50	46.75	18.00					256.75
EMS TRAINING	162.75	193.00	146.50	120.25	52.25	5.25	5.25	67.75					753.00
FIRE TRAINING	50.00	7.75	59.25	70.00	78.75	47.25	13.50	8.50					335.00
RESCUE CALLS	11.25	12.75	18.25	14.00	1.25	9.00	5.25	9.75					81.50
FIRE CALLS	0.00	2.00	4.50	0.00	17.50	0.00	9.00	0.00					33.00
MEETINGS	5.00	21.50	15.75	3.00	29.00	6.75	8.50	58.25					147.75
STAFFING REP.	232.50	139.75	387.50	180.00	89.75	336.00	1,032.75	589.75					2,988.00
MAINTENANCE	0.00	0.00	0.50	0.00	0.00	0.00	0.00	0.00					0.50
PUB. ED.	0.00	5.50	0.00	0.00	0.00	27.25	0.00	0.00					32.75
SPECIAL EVENTS	11.00	17.00	10.25	24.50	14.25	41.25	6.00	51.00					175.25
# FIRE RUNS	35	31	35	22	38	32	43	25					261
# EMS RUNS	252	199	252	205	241	234	233	213					1,829
DISPATCH ERRORS	3	1	1	1	4	2	2	2					16
TOTAL HRS.	539.25	429.00	657.50	447.75	306.75	493.25	1,127.00	803.00	0.00	0.00	0.00	0.00	4,803.50

Special Events included in Overtime

Total Overtime Budget \$110,000, Expenditures through September 3, 2022, \$108,701, 99%

*Period: 12/24/21-01/21/22 +Period: 04/02/22-04/29/22 ^Period: 06/25/22-07/22/22 #Period:
 **Period: 01/22/22-02/18/22 ++Period: 04/30/22-05/27/22 ^^Period: 07/23/22-09/02/22 ###Period:
 ***Period: 02/18/22-04/01/22 +++Period: 05/28/22-06/24/22 ^^^Period: ####Period:

DE PERE FIRE RESCUE

STRUCTURAL FIRE "STILL" ALARMS FOR AUGUST, 2022



Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
8/1/2022	7882 River Road (Town of Morrison)	Building fire	A111	Dispatched and canceled en route	N/A
8/1/2022	555 Main Avenue	Alarm system activation, no fire, unintentional	BC111, E121	Investigate	N/A
8/1/2022	1799 CTH PP (Town of Ledgeview)	Building fire	BC111, E111	Incident command, extinguishment by fire service personnel, salvage & overhaul	N/A
8/2/2022	2605 S. Oneida Street (Village of Ashwaubenon)	Possible structure fire	BC111	Dispatched and canceled en route	N/A
8/4/2022	600 Heritage Road	Passenger vehicle fire	BC111, E121	Extinguishment by fire service personnel, salvage & overhaul	N/A
8/6/2022	822 Bomier Street	Smoke or odor removal	E111	Investigate	N/A
8/9/2022	1780 Ledgeview Road	Carbon monoxide incident	E111	Investigate	N/A
8/13/2022	1863 Southbridge Road	Carbon monoxide incident	E111	Investigate	N/A
8/16/2022	926 S. Sixth Street	Steam, vapor, fog or dust thought to be smoke	BC111, E121	Investigate	N/A
8/19/2022	918 Oakdale Avenue	Smoke detector activation, due to malfunction	BC111, E111	Investigate	N/A
8/19/2022	Main Ave/Lawrence Dr	Passenger vehicle fire	BC111, E121	Salvage & overhaul	N/A
8/20/2022	1660 Hoffman Road (Village of Bellevue)	Alarm system activation, no fire, unintentional	L111	Provide manpower & equipment	N/A
8/21/2022	2063 S. Ridge Road (Village of Ashwaubenon)	Structure fire	BC111	Dispatched and canceled en route	N/A
8/22/2022	Lande/S Sixth Streets	Oil or other combustible liquid spill	BC111, E111, E121	Hazardous materials spill control & confinement	N/A
8/25/2022	605 S. Webster Avenue	Alarm system sounded, due to malfunction	BC111, E111	Investigate	N/A
8/26/2022	1603 Rusk Street	Overpressure Rupture of air or gas	BC111, E121	Hazmat leak control & containment	N/A
8/26/2022	1780 Ledgeview Road	Carbon monoxide incident	BC111, E111	Investigate	N/A
8/26/2022	150 Cavil Way (Town of Ledgeview)	Building fire	BC111, L111	Incident command, extinguishment by fire service personnel, salvage & overhaul	N/A

Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
8/29/2022	802 Bomier Street	Excessive heat, scorch burns with no ignition	BC111, E111	Fire out on arrival, salvage & overhaul	N/A
8/29/2022	190 Reid Street	Alarm system activation, no fire, unintentional	E121	Investigate	N/A

DE PERE FIRE RESCUE
***OVERTIME CAUSED BY SICK LEAVE**
AUGUST, 2022

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
7/23/2022	48	72
7/25/2022	24	36
8/8/2022	24	36
8/9/2022	6.5	9.75
8/10/2022	24	36
8/11/2022	24	36
8/13/2022	24	36
8/15/2022	24	36
8/16/2022	24	36
8/18/2022	48	72
8/20/2022	32	48
8/22/2022	24	36
8/24/2022	24	36
8/29/2022	34.5	51.75
9/1/2022	8.17	12.25
TOTAL:	393.17	589.75

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

**July 23, 2022-September 2, 2022

LIFEQUEST MEDICAL BILLING - 2022
MONTHLY REPORT

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE
CHARGES	194,947	238,610	232,561	186,763	164,585	216,762
PAYMENTS	65,007	86,624	100,069	98,084	83,169	72,689
CREDIT ADJUSTMENTS	71,686	112,752	116,930	84,507	95,395	115,101

	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
CHARGES	227,657	237,745				
PAYMENTS	102,050	88,105				
CREDIT ADJUSTMENTS	108,930	99,670				

Payments to LifeQuest	
January	3,354
February	5,888
March	6,470
April	7,477
May	4,724
June	4,176
July	5,137
August	4,577
September	
October	
November	
December	
Total Paid	\$41,803

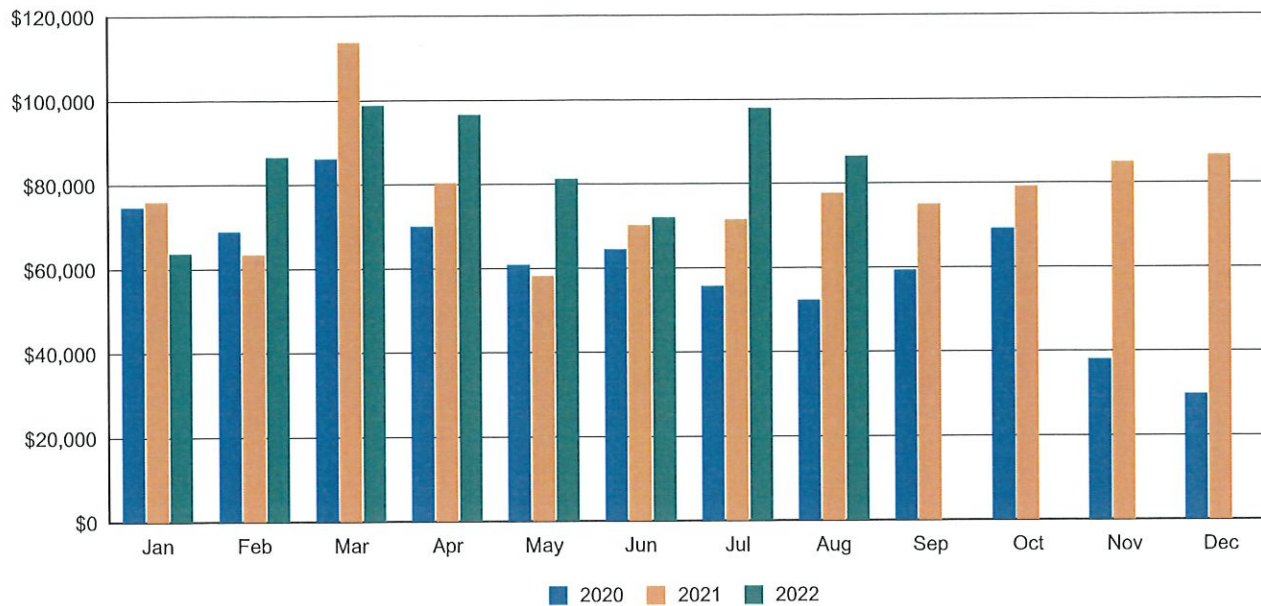
**See attached details

City Of De Pere
Income and Expenditures
August 2022
All Phases

Charges		Billing	Collection	Total
Billing Charges / Collection Placements		\$195,573.96	\$42,171.09	\$237,745.05
Other	+	\$0.00	\$0.00	\$0.00
Subtotal of Charges		\$195,573.96	\$42,171.09	\$237,745.05
Account Transfers		\$15,044.99	\$27,126.10	\$42,171.09
Credit Summary				
Total Credits		\$183,175.75	\$17,774.42	\$200,950.17
Less Adjustments	-	\$100,551.36	\$(881.22)	\$99,670.14
Less Delinquent Closed Accounts Reconciliation	-	\$0.00	\$14,752.95	\$14,752.95
Less Overpayments	-	\$(872.78)	\$(705.58)	\$(1,578.36)
Gross Payments Received		\$83,497.17	\$4,608.27	\$88,105.44
Plus Overpayment Returns	+	\$(99.18)	\$0.00	\$(99.18)
Net Payments Received		\$83,397.99	\$4,608.27	\$88,006.26
Less Payments Kept By Service	-	\$2,561.00	\$0.00	\$2,561.00
Total Deposits Reconciliation		\$80,836.99	\$4,608.27	\$85,445.26
Summary of Disbursement				
Total Deposits & Payments Kept By		\$83,397.99	\$4,608.27	\$88,006.26
Plus Overpayment Refunds	+	\$(773.60)	\$(705.58)	\$(1,479.18)
Gross Revenue		\$82,624.39	\$3,902.69	\$86,527.08
LifeQuest Fee		\$3,718.10	\$858.59	\$4,576.69
Plus Probate Fees	+	\$0.00	\$0.00	\$0.00
Other / Fees		-	-	\$0.00
Total Due LifeQuest	Check # EFT	\$3,718.10	\$858.59	\$4,576.69
Service Revenue		\$78,906.29	\$3,044.10	\$81,950.39
Less Payments Kept By Service	-	\$2,561.00	\$0.00	\$2,561.00
Less Service Payable	-	\$0.00	\$0.00	\$0.00
Less Probate Fees	-	\$0.00	\$0.00	\$0.00
Other / Fees		\$0.00	\$0.00	\$0.00
Total Due Service	Check # EFT	\$76,345.29	\$3,044.10	\$79,389.39

All Phases Gross Revenue

City of De Pere
January 2020 to August 2022



	2020	2021	2022
January	\$74,735	\$76,068	\$63,841
February	\$68,980	\$63,602	\$86,624
March	\$86,226	\$113,896	\$98,825
April	\$70,107	\$80,392	\$96,607
May	\$61,059	\$58,325	\$81,259
June	\$64,610	\$70,239	\$72,087
July	\$55,803	\$71,566	\$97,965
August	\$52,414	\$77,763	\$86,527
September	\$59,470	\$75,107	\$0
October	\$69,260	\$79,194	\$0
November	\$38,169	\$85,024	\$0
December	\$29,842	\$86,681	\$0
Total Gross Revenue	\$730,674	\$937,858	\$683,737

City Of De Pere

Billing Summary

August 2022

Phase 1

Charges

Billing Charges		\$195,573.96	
Other	+	\$0.00	
Subtotal of Charges			\$195,573.96

Account Transfers

Billing to Collections Transfer Total			\$15,044.99
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Credit Summary

Total Credits		\$183,175.75	
Less Adjustments	-	\$100,551.36	
Less Overpayments	-	\$(872.78)	
Gross Payments Received			\$83,497.17
Plus Overpayment Returns	-	\$(99.18)	
Net Payments Received			\$83,397.99
Less Payments Kept By Service	-	\$2,561.00	
Total Deposits Reconciliation			\$80,836.99

Summary of Disbursement

Total Deposits & Payments Kept By		\$83,397.99	
Plus Overpayment Refunds	+	\$(773.60)	
Gross Revenue			\$82,624.39
LifeQuest Fee		\$3,718.10	
Plus Probate Fees	+	\$0.00	
Total Due LifeQuest	Check # EFT		\$3,718.10
Service Revenue		\$78,906.29	
Less Payment Kept By Service	-	\$2,561.00	
Less Service Payable	-	\$0.00	
Less Probate Fees	-	\$0.00	
Other / Fees	-	\$0.00	
Total Due Service	Check # EFT		\$76,345.29

Messages:**Legend:****Charges - Other:** Includes insurance interest, transaction fees, probate fees**Credit Summary - Less Overpayments:** Includes recoupments, refunds, returns, service payables**Credit Summary - Plus Overpayment Returns:** Includes NSF/bank returned type payments

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9/1/2022
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Receivables Distribution Report

Receivables Cash

All Companies

All Directories

Charges	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Totals
Sep 2021	4774	44094	24792	9276	1717	804	340	40	87	90	215	40 \$	86267
164710	2.9	26.8	15.1	5.6	1	0.5	0.2	0	0.1	0.1	0.1	0 %	52.4
Oct 2021		1134	45646	22761	4364	3335	2586	708	538	-157	537	125 \$	81578
163659		0.7	27.9	13.9	2.7	2	1.6	0.4	0.3	-0.1	0.3	0.1 %	49.8
Nov 2021			3959	40835	17913	3697	1924	1238	0	286	0	69 \$	69921
132474			3	30.8	13.5	2.8	1.5	0.9	0	0.2	0	0.1 %	52.8
Dec 2021				1414	31245	22778	12048	4135	1490	432	542	0 \$	74084
143477				1	21.8	15.9	8.4	2.9	1	0.3	0.4	0 %	51.6
Jan 2022					2238	43253	17934	7717	3075	1287	-100	0 \$	75404
187266					1.2	23.1	9.6	4.1	1.6	0.7	-0.1	0 %	40.3
Feb 2022						1738	40455	15387	3522	1053	0	0 \$	62156
159686						1.1	25.3	9.6	2.2	0.7	0	0 %	38.9
Mar 2022							12718	40086	20879	2013	8345	259 \$	84302
202697							6.3	19.8	10.3	1	4.1	0.1 %	41.6
Apr 2022								7944	36694	12390	9634	1835 \$	68498
162556								4.9	22.6	7.6	5.9	1.1 %	42.1
May 2022									10020	39770	19683	7823 \$	77295
181374									5.5	21.9	10.9	4.3 %	42.6
Jun 2022										6148	43991	17570 \$	67710
182315										3.4	24.1	9.6 %	37.1
Jul 2022											11811	50340 \$	62151
212516											5.6	23.7 %	29.2
Aug 2022												3606 \$	3606
133086												2.7 %	2.7
Averages	1st Mo	2nd Mo	3rd Mo	4th Mo	5th Mo	6th Mo	7th Mo	8th Mo	9th Mo	10th Mo	11th Mo	12th Mo	
Extended	3.3	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	
Weighted	3.3	24.1	11.4	4	1.9	0.7	0.1	0.2	0	0.2	0.1	0	



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Consideration and possible action on the request for a Therapy Dog Program for the Fire Department.*

ATTACHMENTS:

- CONSIDER THERAPY DOG FOR FIRE DEPT (PDF)

Memo



To: Honorable Mayor James Boyd
Members of the Common Council

From: Fire Chief Alan Matzke *AGM*

Date: September 13, 2022

Re: Request to Consider Therapy Dog Program

De Pere Fire Rescue is requesting approval to develop a therapy dog program for DPFR staff.

I was recently approached by Tammy Gossen, a citizen who expressed interest in taking on a project to support the staff of DPFR. Tammy specifically wanted to do something to improve the working conditions or attitude or health of our staff. Several ideas were discussed, and she felt like a therapy dog program fit the vision she and her family wanted to support. Tammy is planning to attend the upcoming meeting to address the council and describe her desire to support the project. She has developed a brochure, which is attached describing the project and intent.

Dogs in the firehouse are nothing new and dates back to the origin of the fire service. Department dogs were an integral part of a fire company crew, as they ran alongside the horse-drawn fire coaches, soothing the horses and protecting them from thieves. Police canines have been used in active police work for over 100-years.

Although these dogs were all working breeds that had a specific job to do, they also brought something else to the table, companionship, plus a deeply therapeutic connection with their handlers. Those handlers knew it and that's why they love having dogs as partners.

Dogs continue to be key partners both in police work and in fire department operation, but their roles have grown in recent years. Specifically, some dogs are now trained to enhance the mental health and wellness of our first responders. Therapy dogs are trained and tempered to assist with providing therapeutic care to anyone and everyone who wants it.

A study out of UCLA Health on therapy animals showed the following benefits of adding a therapy dog program:

Physical benefits: Lowered blood pressure, breathing slows in those who are anxious, release of hormones like phenylethylamine that regulates overall mood and can help with depression.

Mental Benefits: Help people relax and decompress, provides comfort, is a happy distraction. Petting animals also promoted the release of serotonin, prolactin and oxytocin. These hormones all play a part in elevating mood.

More and more fire departments and police agencies across the country are starting to recognize that the mental health of their employees is paramount to their overall wellness, happiness, and job satisfaction. Bringing in therapy dogs enhances this overall package of resources that agencies are starting to adopt.

The estimated cost breakdown for the program is as follows:

Start-up costs first year:

Dog	
Training and certification	\$7,200.00
Supplies	\$1,000.00
Total first year	\$8,200.00

Yearly maintenance cost:

Training and certification	\$ 700.00
Supplies	\$1,000.00
Total yearly cost	\$1,700.00

The Unified School District of De Pere currently has one therapy dog on staff and intends to add two additional dogs in the 2022 school year. If approved, we would combine efforts with the USDD utilizing the same trainer, policies, and program.

This request is intended to be completely funded by donations having no impact on city budgets.

Thank you for your consideration. If you have any questions, please do not hesitate to ask.

A Canine for Our Crew



Therapy Dog Fundraiser

On December 24, 2021 at 4:45 AM, an entire crew from the DePere Fire Rescue team and police officers VERY quickly responded to our 911 call at our home when our daughter, Ainsley Noel, very quickly and very unexpectedly was born in our home. Our family is beyond thankful for all of the help that we received to ensure that everyone was safe during this miraculous event. We would like to pay it forward not only to all of those who assisted during this special event but to the entire DePere community as well, as we know that events like this do not happen often, especially on Christmas Eve, under a Christmas tree.

In honor of Ainsley's upcoming first birthday, we would like to show our gratitude by kicking off a fundraising event in hopes of purchasing a therapy dog for the DePere Fire Rescue team. Not only will the dog be used to assist with and support the mental health of our heroes but will also assist with servicing our community as well. All funds received will go towards the purchase, training, and support of the therapy dog. Day after day, firefighters and other first responders risk their lives for our community. In one twenty-four hour shift, they may be exposed to any number of traumatic events, from fires that they can't control, to patients they can't save. Although these men and women are incredibly strong, everyone needs support from time to time. When dealing with trauma and individuals exposed to trauma, we know that sometimes indirect and grounding support, as well as social contact, can be a very effective aid to treatment for people who have gone through some of the realities outlined above that many of us cannot imagine.

Please join together with our family to help thank the DePere Fire Rescue team for all of their work in our community by contributing to any of the fundraising events listed below or donating directly to our fundraising account! If your small business is interested in hosting an event to help contribute, please contact us at the address listed below.



OR

Donate to our fundraising account directly at [Nicolet](#)

[Bank: A Canine for Our Crew](#)

Purchase a bag of "A Canine
for Our Crew" coffee from Luna Cafe

Please contact us with any questions or concerns at acanineforourcrew@gmail.com



De Pere Fire Rescue Therapy Dog Ownership Agreement

This is an agreement between De Pere Fire Rescue and staff member _____.
 (Provider) Staff member is otherwise employed by De Pere Fire Rescue in an exempt position.
 The staff member is committing to being the home provider for the department's therapy dog.
 These two parties agree to the following:

1. Home Provider will:

- Arrange for vaccination under Wis. Stat. § 174.052 and Wis. Admin. Code § 95.21 (2).
- Confirm the rabies vaccination before entering city property.
- Pay for proper licensure as required by the state of Wisconsin, pursuant to Wis. Stat. § 174.052.
- Approved initial therapy dog training shall be successfully completed by both the therapy dog and its Provider prior to the therapy dog entering De Pere Fire Rescue. Subsequently, annual recertification of the therapy dog is required in order for the therapy dog to enter De Pere Fire Rescue. Providers are to report to training as assigned. Any conflicts should be reported to the Fire Chief. Documentation of completed training will be forwarded to the Fire Chief.
- Be responsible for maintenance costs, including but not limited to food, grooming, and non-medical maintenance.
- Be responsible for the care and well-being of the therapy dog, including diet, exercise and training.
- Bring the therapy dog to De Pere Fire Rescue with them and transfer possession to designated handler/s as scheduled each day and regain possession at the end of each day. Should the dog be unavailable for any reason, an absence form must be submitted to the Fire Chief.
- Provide a home environment conducive to keeping the temperament of the therapy dog intact.
- Be in communication with the Fire Chief if there are any behavioral or medical issues in or out of De Pere Fire Rescue. Provide all veterinarian reports to the Fire Chief.
- The Provider shall promptly inform the Fire Chief of any illness or injury to their assigned therapy dog. The Provider is responsible for the timely contact of the approved veterinarian for evaluation and/or treatment.

- In an emergency situation, when the approved veterinarian is unavailable, the therapy animal shall be taken to the nearest available veterinarian or animal hospital for treatment.
- Accurate and up-to-date records will be maintained by the Provider including:
 - Training records
 - Medical and health records
 - Performance records
- All records maintained by the Provider will be available for inspection by the Fire Chief or designee and are subject to public records laws.
- Ensure the therapy dog is fully licensed in the jurisdiction in which they reside and provide proof to the Fire Chief.
- Provide proof of completed training to building for any handler before they handle the dog City property.

2. Therapy Dog Retirement:

- Upon the written recommendation of the Fire Chief's approved veterinarian, a therapy dog may be retired from active service due to old age, injury or for other extenuating reasons.
- Subject to the approval of the Fire Chief, the home provider may submit a written request to be given sole ownership of the therapy dog.
- If approved, the home provider will assume total responsibility for the costs relating to such ownership of the retired therapy dog.
- The therapy dog equipment will be returned to De Pere Fire Rescue at the discretion of the Fire Chief.

De Pere Fire Rescue

Provider

By: _____

By: _____

Date: _____

Date: _____

CITY OF DE PERE

Fire Rescue Department

400 Lewis Street
De Pere, WI 54115
(920) 339-4091



September 13, 2022

De Pere Fire Rescue Member,

De Pere Fire Rescue has a wonderful resource to help support the social-emotional needs of our staff. We would like to welcome _____ (dog's name), a certified social-emotional/therapy dog to our team. His/her gentle and loving demeanor, along with his/her extensive training, make him/her a wonderful added resource for our department. As great of a resource that _____ (dog's name) is, we understand you may prefer not to interact with _____ (dog's name). If you are unsure or have any questions regarding _____ (dog's name), please feel free to contact me. If you do not send this form back with your signature, then it is our understanding that you are giving permission to interact with _____ (dog's name). If at this time, you **DO NOT** want to have direct interaction with _____ (dog's name), please complete the form below and return it to me by _____.

Sincerely,

Alan Matzke
Fire Chief

By completing the form below I understand that _____ (dog's name) will be present in the building, but would prefer not to have contact with him/her.

Employee's Name (printed): _____

Employee's Signature: _____

Date: _____



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Consideration and possible action on the Fire Department's Request to Support Tactical Emergency Medical Services (TEMS) Medics on SWAT Team.*

ATTACHMENTS:

- TEMS MEDICS REQUEST ON SWAT TEAM (PDF)

Memo



To: Honorable Mayor James Boyd
Members of the Finance & Personnel Committee

From: Fire Chief Alan Matzke *ACM*

Date: September 13, 2022

Re: Request to Consider Supporting Tactical Emergency Medical Services (TEMS) Medics on SWAT Team

De Pere Fire Rescue is requesting approval to support the Brown County Sheriff's regional SWAT team by making available two DPFR staff to serve as TEMS medics to be imbedded in the team.

The City of De Pere has long worked collaboratively to support and participated in several regional response teams. DPPD has several officers who are members of the Brown County Sheriff's regional SWAT team.

DPFR has several members on the Brown County Fire Investigation Team and when the Brown County Hazardous Material Response Team was a regional team, it was made up of several DPFR members.

DPFR has been the regional leader in developing and training our regional response to integrated threat situations. This training was overseen and endorsed by the Sherriff and his staff and has taken place over the past few years; including all law enforcement, fire and EMS providers in our region.

It is because the efforts and commitment DPFR and its members have made to integrated threat preparedness, that caused the Sheriff to approach DPFR and request support for the team.

The National Tactical Officer's Association recognizes TEMS as the mission-preplanning, preventative care and medical treatment rendered during mission driven, high-risk, large-scale, and extended law enforcement operations. The TEMS scope of practice includes medical interventions that further the health and safety of all law enforcement personnel and is intended to reduce the incidence of injury, illness, disability, and death associated with police operations.

The benefit of TEMS programs to law enforcement is sufficiently established to where TEMS is now a standard of care for law enforcement special operations. TEMS is not intended as a replacement for EMS services, rather it is an operational medical element that complements these resources in order to promote the success and safety of the law enforcement mission.

DPFR proposes following the same model that DPPD uses, where De Pere pays the cost for the members to attend the training and equipment is provided by the Sheriff's department. The cost to train two members would be \$6,000 annually.

If a call for SWAT occurs and our member is on duty, we would release them to respond. With two members, we will be able to respond approximately 66% of the time. It would be a goal to train a third member and have one TEMS medic on each shift. This would allow us to have greater availability and bring these high-level responders to each shift, which would strengthen our department capability and education as they will train the remainder of the staff.

I anticipate being able to absorb the training cost into the overtime budget without increasing the overtime budget, as long as our staff remain healthy.

Thank you for your consideration. If you have any questions, please do not hesitate to ask.



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Consider donation in the amount of \$1,000 from Renaissance Assisted Living for the Fire Department.*

ATTACHMENTS:

- 22549 (PDF)

Memo



To: Honorable Mayor James Boyd
Members of the Finance & Personnel Committee

From: Alan Matzke, Fire Chief *AM*

Date: August 29, 2022

Re: Consider Donation from Renaissance Assisted Living

De Pere Fire Rescue is requesting acceptance of a donation from TDR, Inc. on behalf of Renaissance Assisted Living, 250 S. Ninth Street, De Pere, Wisconsin, in the amount of \$1,000. The accepted donation would be placed in De Pere Fire Rescue's donation account.

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



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: Police

FROM: Jeremy Muraski

SUBJECT: Consideration and Possible Action on Request from the Chief of Police to authorize expenditure of \$7233 to Purchase one handheld radar unit, 3 rechargeable light units, 2 Portable Alcohol Breath Testers, and 12 Emergency Door Entry Crowbars from the Wisconsin Grant Allocated to the De Pere Police Department. *

The City of De Pere Police Department has been allocated a grant from the State of Wisconsin in the amount of \$56,452.50. We are seeking authorization to purchase a handheld stationary speed detection radar, 3 rechargeable light towers, 2 PBTs, and 12 emergency door entry crowbars at a total cost \$7,233 from that grant fund. A justification memo with breakdowns for each item is attached.

ATTACHMENTS:

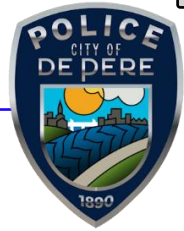
- Request for Radar Lights PBT and crowbars (PDF)

DE PERE

POLICE DEPARTMENT

325 S. Broadway
De Pere, WI 54115
920-339-4079

Jeremy A. Muraski
Chief of Police



To: Finance and Personnel Committee, De Pere City Council

From: Jeremy A. Muraski, Chief of Police

Date: April 3, 2022

Subject: Request for Authorization to Spend \$7,233 for handheld radar, crime scene lighting, PBT units, and Door Entry Crowbars from the \$56,452.50 Grant Allocated to The De Pere Police Department.

As part of our ongoing equipment needs analysis we have identified the need for a new handheld stationary radar gun to replace an old dated unit that is no longer functional.

In addition, we would like to purchase Milwaukee Tools free standing rechargeable lights that can be utilized for conducting searches of crime scenes, taking evidentiary photos at night, or illuminating traffic crashes or other emergency scenes.

Our supply of portable breath testers (PBTs) for field testing the amount of alcohol in someone's breath sample are also aging and past their usual life expectancy. As such, we would like to start replacing them with the purchase of two PBTs.

Last, but not least, we want to improve our capability to make emergency entry through locked doors by purchasing crowbars designed for this purpose to place in every squad.

The costs of each item are detailed below.

Item	Vendor	Price	Quantity	S&H	Total
Falcon HR Handheld Radar	Kustom Signals, INC	\$741.75	4		\$2,967.00
Milwaukee M18 Rocket LED Tower Light Battery & Charger	Northern Tool	399.99 + 119.00	3	64	\$1,618.00
PBT Alco-Sensor FST	Alco-Sensor	\$575.00	2	40	\$1,190.00
Fat Max Xtreme FuBar III	TheFireStore	\$112.99	12	103	\$1,458.88
					\$7,233.00

Thank you for your time and consideration.

Jeremy A. Muraski, Chief of Police

DePereWI.gov | [Facebook: @DePerePD](https://www.facebook.com/DePerePD) | [Twitter: @DePerePD](https://twitter.com/DePerePD) | [YOU Get It First!](#)

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



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: Police

FROM: Jeremy Muraski

SUBJECT: Consideration and Possible Action on Stray and Impound Animal Shelter Services Agreement with Wisconsin Humane Society.*

The Police Department is requesting approval of the agreement with the WI Humane Society (WHS) for animal services, including services related to stray animals and impounding animals. The city currently utilizes services from WHS for these purposes.*

ATTACHMENTS:

- Final draft contract WHS and DePere (PDF)

AGREEMENT BETWEEN CITY OF DE PERE AND WISCONSIN HUMANE SOCIETY, INC. FOR STRAY AND IMPOUND ANIMAL SHELTER SERVICES

THIS SERVICES AGREEMENT (the "Agreement"), is made and entered into, by and between the City of De Pere, a Wisconsin municipal corporation (the "City") and the Wisconsin Humane Society, Inc., a Wisconsin corporation ("WHS"), collectively referred to as the Parties.

RECITALS

WHEREAS, the City desires to purchase services from WHS for the sheltering, care, treatment and humane disposal of stray, abandoned, and otherwise impounded animals located within the geographic limits of the City; and

WHEREAS, WHS has acquired certain assets of Bay Area Humane Society which previously provided similar services to the City, and WHS and is presently situated to provide such services; and

WHEREAS, at all times this Agreement shall be construed in a manner so as to maximize the welfare of the animals who are the subject hereof and who are cared for by WHS pursuant to the terms of this Agreement; and

WHEREAS, the City's fiscal year runs from January 1 through December 31 of each calendar year; and

WHEREAS, WHS maintains a place of business located at 1830 Radisson St, Green Bay, WI 54302 (the "Facility"), but also uses other facilities and third-party facilities to pursue its mission; and

WHEREAS, WHS is a person entering into a contract with a political subdivision as defined in Wis. Stat § 173.15(1) and acknowledges its obligations under Wis. Stat, § 173.15(2) in relation to said contract; and

WHEREAS, the City has the authority and/or obligation to enforce: (i) Chapter 951 of the Wisconsin Statutes ("Crimes Against Animals"); (ii) Chapter 174 of the Wisconsin Statutes ("Dogs"); (iii) Chapter 173 of the Wisconsin Statutes ("Animals; Humane Officers"); Wis. Stat § 95.21; and (iv) City ordinances (collectively the "Animal Care Laws").

AGREEMENT

NOW, THEREFORE, in consideration of the above Recitals (which are acknowledged to be true and correct and are incorporated into this Agreement) and the promises and agreements hereinafter contained and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each party to this Agreement), it is agreed by the City and WHS as follows:

1.0 SERVICES.

WHS agrees to provide the services detailed in this agreement.

2.0 COST.

City shall pay for services detailed in this agreement on a fee for service basis as described in Schedule A which is attached hereto and incorporated herein by reference.

3.0 TERM OF AGREEMENT.

3.1 Term. The initial term of this Agreement shall commence on October 1, 2022 and shall terminate on December 31, 2022, unless other agreed to in writing by the parties or renewed as set forth in Paragraph 3.2 herein. The Agreement is also subject to termination under Section 6.0.

3.2 Renewal Procedures. Upon expiration of the initial term, this Agreement shall renew automatically for additional one-year renewal terms unless terminated under Section 6.0 or modified under Paragraph 14.2.

4.0 DEFINITIONS.

As used in this Agreement, the following words shall have the meanings provided below:

4.1 Abandoned. A companion, exotic or livestock animal left for any length of time without apparent provision for its food, water, or other care as is reasonably necessary for the animal's health. An abandoned animal includes, but is not limited to, an animal owned by a known individual who, because of the owner's death, disability, incarceration, eviction or other like circumstance, is unable or unwilling to provide appropriate care for the animal.

4.2 Companion Animals. Dogs, cats, rabbits, guinea pigs, hamsters, mice, ferrets, birds, fish, reptiles, amphibians, invertebrates, or any other species of wild or domestic or hybrid animal sold, transferred, or retained for the purpose of being kept as a household pet, except livestock, as defined in subsection 4.5, *infra*.

4.3 Exotic Animal. An animal that is not normally domesticated in the United States or that is wild by nature and not native to Wisconsin.

4.4 Impound. The withholding of an animal from the owner under Wis. Stat. §173.21.

4.5 Livestock. Horse, bovine, sheep, goat, pig, llama, alpaca, farm-raised deer, rabbit raised for food, or domestic fowl, including farm-raised game bird.

4.6 Redemption. The identification and verification of ownership of a stray or abandoned animal and the return of the animal to its owner.

4.7 Seizure. The taking of an animal, whose owner is known, into custody by a humane or law enforcement officer pursuant to Wis. Stat. §173.13

4.8 Stray. A companion, exotic or livestock animal found wandering at large whose owner or custodian is unknown or cannot be ascertained immediately with reasonable effort.

4.9 Unclaimed. A companion, exotic or livestock animal that is found abandoned or stray whose owner has failed to redeem the animal.

4.10 Wild Animal. Any mammal, bird, fish, or other creature of a wild nature endowed with sensation and the power of voluntary motion.

5.0 DESCRIPTION OF SERVICES.

5.1 Cooperation. WHS agrees to use commercially reasonable methods in working with all City departments, agencies, employees and officers in providing the services described herein. The City agrees to use commercially reasonable methods in working with WHS in order to enable WHS to provide the services described herein and in paying for such services.

5.2 WHS Personnel. WHS agrees to secure, at its own expense, all personnel necessary to carry out its obligations under this Agreement. Such personnel shall not be deemed to be employees of the City. WHS shall ensure that its personnel are instructed that they do not have any direct individual contractual relationship with the City. Except as otherwise provided in this Agreement, City shall have no authority over any aspect of WHS' personnel practices and policies and shall not be liable for actions arising from such policies and practices.

5.3 24-hour Drop Off Availability. WHS will provide, at the Facility or another appropriate facility, access so that authorized personnel operating within the geographical boundaries of the City can drop off animals eligible for sheltering services under this Agreement during times when the facility is closed to the public.

5.4 Services for Abandoned and Stray Animals. WHS agrees to provide animal care services (as described below in this paragraph) as well as humane euthanasia and cremation services for companion, livestock and exotic animals that are found stray or abandoned within the geographical limits of City, and that are dropped off by authorized City personnel at the Facility (or any other WHS-City approved facility). Animal care services shall include: (i) admitting services as deemed appropriate by WHS; (ii) daily custodial care; (iii) necessary and appropriate veterinary treatment; and (iv) redemption services. Animal care services purchased under the terms of this Agreement include those provided on the day the animal is admitted to the Facility (or other approved facility) and for the required stray holding period under Wis. Stats. § 173.19 or the period the animal is in WHS's custody, whichever is shorter.

5.4.1 WHS shall have the sole and exclusive right under this Agreement to provide those admitting services that it deems in its professional judgment are in the best interest of the animal and the shelter environment in which the animal is maintained.

5.4.2 Custodial care shall include for each animal cared for under the terms of this Agreement, the provision of: (i) adequate food and water to maintain the animal's health; (ii) daily status check; and (iii) adequate shelter as required by Wis. Stat. §§951.13 & 14.

5.4.3 Necessary and appropriate veterinary care and treatment, beyond that provided every animal upon admission and the daily custodial care, shall be provided as determined necessary and appropriate in the sole discretion of WHS.

5.4.4 Redemption services shall include reasonable attempts to identify, locate, make contact with, and provide written notice to an animal's owner in order to arrange for either the surrender of the animal or the return of the animal to its owner. Said efforts will be made within the statutory holding period. Notwithstanding the foregoing, the parties acknowledge that the owners of some stray and/or abandoned animals are never known or even identified such that WHS' ability to find the owner is a legal impossibility and/or not possible with

reasonable effort. WHS may charge and retain reasonable fees to owners redeeming animals.

5.4.5 Euthanasia. The Parties recognize that Wisconsin law (currently section 173.23(4), Wis. Stats) permits the euthanasia of animals while in a municipality's custody (that is, animals sheltered pursuant to this Agreement) under narrow and specifically defined circumstances. WHS will abide strictly by the limitations of this statute and in further only perform euthanasia of animals under this statute under the direction and approval of a licensed veterinarian. To the extent subjective judgment is required in determining whether the statute applies, WHS has sole discretion to exercise that judgment. When WHS euthanizes an animal pursuant to this section, WHS will provide to the City upon request, records regarding the euthanasia performed.

5.4.6 Wildlife. The parties acknowledge that WHS provides custodial care, rehabilitation, and euthanasia services for sick, injured or trapped wildlife at its Milwaukee, Wisconsin facility. The City is not purchasing any services for such wildlife by this Agreement.

5.5. Services for Impounded Animals. WHS agrees to provide animal care services (as described in this paragraph) as well as euthanasia and cremation services for companion, livestock and exotic animals that are seized within the geographical limits of the City, and that are impounded by humane officers or law enforcement personnel at the Facility (or other approved facility) Animal care services shall include (i) admitting services as deemed appropriate by WHS; (ii) daily custodial care; and (iii) necessary and appropriate veterinary treatment. Custodial care shall include the provision of adequate food and water to maintain the animal's health as required by Wis. Stat § 951.13; daily health checks; and adequate shelter as required by Wis. Stat § 951.14. Animal care services will be provided on the day the animal is admitted to either the Facility (or other approved facility) and until the animal is either removed from the facility, the animal is deemed unclaimed, the animal is returned to the owner, or ownership of the animal is transferred to WHS by order of any court of competent jurisdiction. The humane officer or law enforcement officer dropping any such animal off shall identify the name of the animal's owner, if known, and advise WHS of its impound status. The Parties agree that WHS's actual cost to provide these services is \$30 per animal per day and that this sum is reasonable and represents the established standard daily fee contemplated by Sec 173.15, Wis. Stats..

5.6 Notice and Penalties for Impounded Animals. The Parties recognize that for various reasons, delays can occur in the process of achieving outcomes for impounded animals. The Parties further recognize that avoidable delay is harmful not only to individual impounded animals, but also, because it creates unnecessary shelter crowding, to the overall processes by which WHS strives to support the welfare of all animals in its care and who may come into its care. For these reasons, the Parties have chosen a notice-and-penalty mechanism to increase their alignment and urgency in these situations. These situations are likely to be unusual, but the Parties have nevertheless chosen intentionally broad language to ensure that this mechanism will be available when it is needed. For these reasons, the Parties agree to the following procedures with respect to impounded animals.

5.6.1 Notice by WHS. With respect to any impounded animal being provided animal care services by WHS, WHS shall have the unilateral right to require the City to take custody of the animal upon ten (10) days written notice to the City requesting that any such animal be picked up from the Facility (or any other WHS-City approved drop off facility). Said notice shall be delivered pursuant to the notice provisions of paragraph 13 below, and the 10-day period shall run from the date of

mailing. WHS will use reasonable efforts to notify its Citycontact via telephone and/or E-mail as well.

5.6.2 Penalty. If the City fails to pick up the animal by the 10th day after the City has received the written notice described above, the City shall be charged \$100.00 (one hundred dollars and no cents) per day (per animal) for each day thereafter that the animal remains in the care of WHS, in addition to any other charges permitted by this Agreement.

5.6.3 Livestock and Exotic Animal Impounds. WHS will provide animal care services as well as optional humane euthanasia and cremation services for livestock and exotic animals on a limited basis. The City shall provide as much notice as possible to WHS before impounding livestock and exotic animals and will work in good faith with WHS to recognize and deal with logistical challenges in housing these animals. WHS may deny admission, or may require the City to take custody impounded livestock and exotic animals with notice specified in section 5.6.1.

5.7 Rabies Control Services.

5.7.1 Quarantine Services. WHS agrees to provide animal care, isolation and observation and rabies testing services for animals as required by Wis. Stat §95.21 and De Pere Municipal Code Section 86-2. WHS agrees to provide such services on an as needed basis upon request of the City.

5.7.2 Owner Payment of / Reimbursement for / Costs, Expenses and Fees under Wis. Stat §§ 95.21(2)(h) & (8). The owner of an animal is responsible for: quarantine, laboratory and other expenses under Wis. Stat § 95.21(8), and rabies vaccination, certificate and tag under Wis. Stat § 95.21(2)(h). If the owner of an animal is known, WHS may seek reimbursement from such owner of any or all of these expenses.

5.7.3 Rabies Vaccination Program. WHS agrees to comply with all statutory mandates regarding the vaccination of animals against rabies.

5.8 Dog License Fund Surplus. WHS is the agency designated by City to receive any surplus under Wis. Stat, §174.09(2).

6.0 TERMINATION OF AGREEMENT.

6.1 Termination; No Cause. Either party may terminate this Agreement, for any or no reason and without penalty, at any time upon sixty (60) days prior written notice to the other Party. Termination shall not relieve a Party of any obligation incurred prior to the effective date of termination.

6.2 Termination for Cause. The following shall constitute grounds for termination by the non-breaching party 30 days from written notice of termination:

6.2.1 WHS' failure to cure, within 30 days of written notice of breach, a substantial violation of any State, Federal or local law governing the services provided under this Agreement, as expressed by applicable statutes, rules and regulations.

6.2.2 WHS' failure to obtain, within 30 days of written notice of breach, any license or certifications required by law for the provision of the services required by this Agreement.

6.2.3 The City's failure to cure, within 30 days of written notice of breach, a failure to timely pay for services rendered under this Agreement.

7.0 INDEMNIFICATION/INSURANCE.

7.1 Indemnification of City. WHS hereby agrees to indemnify, defend and hold harmless the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatever kind or nature by reason of any act, omission, fault, or negligence of WHS or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed on the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers. WHS shall reimburse the City, its elected and appointed officials, officers, employees, agents or authorized representatives or volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. In the event that WHS employs other persons, firms, corporations or entities (sub-contractors) as part of the work covered by this Agreement, it shall be WHS's responsibility to require and confirm that each sub-contractor enters into an Indemnity Agreement in favor of the City, its elected and appointed officials, officers, employees, agents, representatives and volunteers, which is identical to this Indemnity Agreement. This indemnity provision shall survive the termination or expiration of this Agreement.

7.2 Indemnification of WHS. The City hereby agrees to indemnify, defend and hold harmless WHS, its boards, commissions, agencies, officers, employees and representatives, and each of them, from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorneys' fees, costs and expenses of whatever kind or nature by reason of any act, omission, fault, or negligence of the City or of anyone acting under its direction or control or on its behalf, even if liability is also sought to be imposed WHS, its boards, commissions, agencies, officers, employees and representatives. The City shall reimburse WHS, its boards, commissions, agencies, officers, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. This indemnity provision shall survive the termination or expiration of this Agreement.

Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the City or its insurer to rely upon the limitations, defenses, and immunities contained within 345.05 and 893.80 of the Wisconsin Statutes. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

7.3 Insurance. WHS shall procure and maintain throughout the term of this Agreement, without any additional expense to the City the following insurance coverage with limits not less than those set forth below with insurers and under forms of policies set forth below.

7.3.1. Worker's Compensation and Employers Liability Insurance WHS shall cover or insure under the applicable Wisconsin labor laws relating to worker's compensation insurance, all of their employees in accordance with the law in the State of Wisconsin. WHS shall provide statutory coverage for work related injuries

and employer's liability insurance with limits of \$1,000,000 each accident, \$1,000,000 disease policy limit, and \$1,000,000 disease each employee.

7.3.2 Commercial General Liability and Automobile Liability Insurance WHS shall provide and maintain the following commercial general liability and automobile liability insurance:

7.3.2.1 Coverage - Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

1. Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG 0001)
2. Insurance Services Office (ISO) Business Auto Coverage (Form CA 0001), covering Symbol 1 (any vehicle)

7.3.2.2. Limits - WHS shall maintain limits no less than the following:

1. General Liability - One million dollars (\$1,000,000) per occurrence (\$2,000,000 general aggregate if applicable) for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project/location (with the ISO CG 2503, or ISO CG 2504, or insurer's equivalent endorsement provided to the City or the general aggregate including product-completed operations aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability- One million dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
3. Umbrella Liability- Five Million dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employers' Liability, Commercial General Liability and Automobile Liability as described above.
4. Professional Liability - WHS will ensure that each veterinary performing services covered under this Agreement will have current professional liability insurance.

7.3.2.3. Required Provisions - The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The City, its elected and appointed officials, officers, employees or authorized representatives or volunteers are to be given additional insured status (via ISO endorsement CG 2010, CG 2033, or insurer's equivalent for general liability coverage) as respects: liability arising out of activities performed by or on behalf of the contractors; products and completed operations of WHS; premises occupied or used by WHS; and vehicles owned, leased, hired or borrowed by WHS. The coverage shall contain no special limitations on the scope of protection afforded to the City, its elected and appointed officials, officers, employees or authorized representatives or volunteers.
2. WHS's insurance as required by this paragraph 7.3 shall be primary insurance for the City, its elected and appointed officials, officers,

employees or authorized representatives or volunteers. Any insurance, self-insurance, or other coverage maintained by the City, its elected and appointed officials, officers, employees, or authorized representatives or volunteers shall not contribute to coverage for such claims.

3. WHS's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

4. Each insurance policy required by this agreement shall state, or be endorsed to state, that coverage shall not be canceled by the insurance carrier or WHS, except after 60 days, or 10 days for non-payment of premium, prior written notice by U.S. mail has been given to the City.

7.3.3. Deductibles and Self-Insured Retentions - Any deductible or self-insured retention must be declared to the City.

7.3.4. Evidences of Insurance - Prior to execution of the agreement, WHS shall file with the City a certificate of insurance (Acord Form 25-S or equivalent) signed by the insurer's representative evidencing the coverage required by this agreement. Such evidence shall include an additional insured endorsement signed by the insurer's representative. Such evidence shall also include confirmation that coverage includes or has been modified to include all required provisions 1 - 6.

7.4 Reservation of Rights. Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the City or its insurer to rely upon the limitations, defenses, and immunities contained within 345.05 and 893.80 of the Wisconsin Statutes. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

8.0 ASSIGNMENT/TRANSFER. WHS shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of the City unless otherwise provided herein, provided that claims for money due or to become due WHS from the City under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to WHS shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. WHS shall promptly provide notice of any such assignment or transfer to the City.

9.0 NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by the City of any breach of the covenants of this Agreement or a waiver of any default of WHS and the making of any such payment or acceptance of any such service or product by the City while any such default or breach shall exist shall in no way impair or prejudice the right of the City with respect to recovery of damages or other remedy as a result of such breach or default.

10.0 PAYMENT. City agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule A, which is fully incorporated herein by reference.

11.0 REPORTS. WHS agrees to make such monthly and annual reports as are required in the attached Schedule B, which is fully incorporated herein by reference.

12.0 COMPLIANCE WITH STATE OF WISCONSIN OBLIGATIONS. WHS warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, WHS shall notify the City immediately, in writing, of any change in its registered agent, its registered agent's address, and WHS' legal status.

13.0 NOTICE.

13.1 Notice to the City. Except as more specifically provided by the terms of this Agreement, notice to the City shall be delivered via first class mail, return receipt requested, as follows:

City Clerk
City of DePere
335 S Broadway
De Pere, WI 54115

13.2 Notice to WHS. Except as more specifically provided by the terms of this Agreement, notice to WHS shall be delivered via first class mail, return receipt requested, as follows:

President/CEO
Wisconsin Humane Society
4500 W. Wisconsin Avenue
Milwaukee, WI 53208

14.0 MISCELLANEOUS.

14.1 Integrated Agreement. This document together with any and all instruments, exhibits, schedules or addenda attached hereto or referenced herein sets forth the complete understanding of the parties relating to the matters which are the subject hereof and supersede any and all prior or contemporaneous written or oral agreements, understandings and representations relating thereto.

14.2 Modifications. This Agreement may only be modified in writing signed by the parties or any officers of such parties with authority to bind the party. No oral statements, representations, or course of conduct inconsistent with the provisions of this Agreement shall be effective or binding on any party regardless of any reliance thereon by the other.

14.3 Choice of Law. This Agreement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

14.4 Construction.

14.4.1 Construction Against the Drafter. Provisions for which ambiguity is found shall not be strictly construed against any party by virtue of that party having drafted or prepared the same.

14.4.2 Captions. Captions or any section or paragraph of this Agreement are for the convenience of reference only and shall not define or limit the scope of any provisions contained therein.

14.4.3 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner so as to be effective and valid under applicable law.

However, if any provision is prohibited by or found to be invalid or unenforceable under applicable law or for any other reason or under particular circumstances the same shall not affect the validity or enforceability of such provision under any other circumstances or of the remaining provisions of the Agreement. Such provision shall be deemed automatically amended with the least changes necessary so as to be valid and enforceable and consist with the intent of such provision as originally stated.

14.4.4 Tense. Use of the singular number shall include the plural and one gender shall include all others.

14.5 No Discrimination. During the term of this Agreement, the Parties, and the employees, representatives, agents and or volunteers thereof, shall not discriminate against any person based on race, color, creed, religion, sex, national origin, age, ancestry, disability, sexual orientation, gender identity, gender non-conformity, gender expression, transgender status, pregnancy, or marital or parental status.

15.0 ASSIGNMENT. Neither Party shall assign nor transfer any interest or obligation under this Agreement without the prior written consent of the Parties.

16.0 THIRD-PARTY BENEFICIARIES. This Agreement is intended to be an agreement solely between the Parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or appeal existing duties, rights, benefits or privileges of any third-party or parties, including, without limitation, employees of either party and any other municipality located within the geographic limits of the City.

17.0 EXECUTION IN COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

18.0 REPRESENTATION OF COMPREHENSION OF DOCUMENT. In entering into this Agreement, the Parties represent that they have relied upon the advice of their attorneys, who are the attorneys of their choice, concerning the legal consequences of this Agreement. They further agree that the terms of this Agreement have been completely read and explained to them and they are fully understood and voluntarily accepted.

19.0 WARRANTY OF CAPACITY TO EXECUTE.

19.1 The person signing this Agreement on behalf of City warrants that they has the legal authority to execute this Agreement on behalf of the City and to receive the consideration specified in it, and that neither they nor the City have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement,

19.2 Anne Reed, President/CEO of WHS, warrants that she has the legal authority to execute this Agreement on behalf of WHS and to receive the consideration specified in it, and that neither she nor WHS have sold, assigned, transferred, conveyed or otherwise disposed of any rights subject to this Agreement.

[SIGNATURES TO FOLLOW]

WISCONSIN HUMANE SOCIETY, INC.:

Accepted and agreed this ____ day of _____, 2022.

Anne Reed, WHS Executive Director

CITY OF DE PERE:

Accepted and agreed this ____ day of _____, 2022.

James G. Boyd, Mayor

Carey E. Danen, City Clerk

SCHEDULE A

PAYMENT

1.0 Costs; Flat Fee.

City agrees to pay for services covered by this agreement the sum of \$5,000 annually, payable on or before October 31, 2022. The Parties agree to a 3% increase in cost for each of the next three years. Cost for 2023 shall be \$5150. Cost for 2024 shall be \$5304.50. Costs for 2025 shall be \$5463.64.

2.0 Method of Payment For Costs Beyond Flat Fee.

Any services requested by City but not covered under this contract must be authorized by the Patrol Captain. These additional services may be provided by WHS in its discretion, and any such services will be billed to City on an as incurred basis. For any such services, or for any amounts due under Paragraph 5.6 of this agreement, the method of payment shall be as follows:

WHS shall submit an invoice to City by the 10th day of each month for the services provided in the preceding month and not covered by the flat (annual) fee set out in 1.0 above. City shall pay undisputed invoices within thirty (30) days of receipt thereof. Invoiced amounts not paid within 30 days shall bear interest thereafter at the rate of 3% annually.

If City, in good faith, disputes the accuracy of the amount invoiced, City will pay such amount as it in good faith believes to be correct and provide written notice to WHS stating the reasons why the remaining disputed amount is incorrect. The parties will resolve such dispute in accordance with the dispute resolution provisions of the agreement.

3.0 Fee for Service Beyond Initial Contract Year.

The parties will work in good faith to establish the fee for services in this Agreement for calendar years beyond 2022 by September 1 of each year for the following year.

SCHEDULE B

REPORTS

Costs billed by WHS to the City will be paid with public funds. The Parties acknowledge that as a custodian of public funds, the City has an interest in understanding the expenses incurred by WHS in providing services under this Agreement. With that understanding, WHS agrees to provide City with the reports described below.

1.0 By the 10th day after every month of service covered by this Agreement, WHS shall submit to the City a written report that shall contain the information described in 2.0 below regarding the services purchased by the City during the previous month of service. Annually WHS shall provide the information described in 2.0 below regarding all services purchased by the City as served by WHS.

2.0 For each of the following categories of animals, WHS shall report the information described in 2.1 to 2.3, below: "Dogs", "cats", "livestock" and "others".

2.1 Total number of animals in each category that were admitted as stray or abandoned animals.

2.2 Total number of animals in each category for which WHS provided custodial care and the total number of days for which custodial care service was provided.

2.3 Total number of animals in each category that were euthanized.

2.4 The Parties agree to work collaboratively to deliver more detailed information to provide the City the ability to easily audit the aggregate numbers referenced in 2.1.2.2, and 2.3.



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation and Possible Action to Approve Various Changes to the City Policy Manual*

ATTACHMENTS:

- 2022 Policy Updates Memo to Finance and Council 9.2022 (PDF)
- 2022 Policy Updates Redline to Finance and Council 9.2022 (PDF)
- Vacation Comparison (PDF)

CITY OF DE PERE MEMO



To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 Date: September 13, 2022

RE: Recommendation and Possible Action to Approve Various Changes to the City Policy Manual*

To remain competitive and current with the workforce and needs of the employees, we periodically recommend changes to the *Employee Policy Manual*. There are a number of changes we will be making to clarify language, however; the below recommendations change the intent of the language and therefore requires formal approval. Listed below is a summary of the changes. The attached document has track changes excerpts of the policy manual.

3.4 Expressions of Sympathy

- Added ability to send an expression of sympathy for the death of an active board, commission, or committee member

4.9 (g) Dress Code

- Currently, with the exception of Battalion Chief, the dress code policy does not reference what non-represented, sworn police and fire department employees receive for their clothing issuance or allowance. We added new non-represented, sworn employees and promoted employees will receive an initial clothing issuance, defined the annual clothing allowance and carry over of unused clothing allowance funds.

4.21 Use of Vehicles and CDL Requirements

- To be consistent with current practice, removed that the provision of City owned vehicles for personnel will be evaluated and determined by the Finance/Personnel Committee. Added that take home vehicles shall only be assigned on the basis of the City's operational needs and with department head approval.
- Changed to allow employees assigned a take the vehicle to take the vehicle home if they live within 15 miles of the corporate City limits. Added clarification when an employee may be assigned a take home vehicle.

5.2 Technology Use

- Updated to better detail out conduct for personal social media sites.

7.1 (G) – 7.1 (I) Sick Leave

- Currently when an employee retires, they can escrow their sick leave balance and use those funds to pay for medical insurance. We are proposing to expand what the escrowed funds can be used to include vision insurance, dental insurance and long-term care insurance in addition to medical insurance.

- This change would only apply to non-represented employees; employees covered under a collective bargaining agreement would need to bargain the change.

7.2 Vacation

- To remain competitive in attracting and retaining employees, we are proposing to increase the starting vacation allotment for new employees to three-weeks and adjusted the vacation accrual schedule accordingly. The attached spreadsheet details out the current vacation schedule, proposed vacation schedule, and the vacation allotment of comparable communities (those surveyed by Baker Tilly as part of the compensation study). The increase in vacation would be effective January 1, 2023.

9.1 (B) Retirement/Resignation

- Added the final two weeks of all notices shall be exclusive of any accrued paid time off taken, except in any extenuating or approved circumstances.
- Currently, employees are paid out one additional vacation day at the employee's current rate of pay when they submit a retirement notice that is at least 30-days (60-days for supervisors and department heads) in advance. To encourage employees that are resigning to provide more notice, we added that employees will be paid out one extra vacation day for a 30-day notice of resignation.

10.2 (G) Employee Travel

- Removed planned out-of-state travel will be conveyed to Finance/Personnel Committee in January and replaced it with planned out-of-state will be budgeted as part of the department's budget

10.3 Meal Expenses

- Added that employees eligible for meal reimbursement if they travel outside of Brown County.

If you should have any questions in advance of the meeting, please contact me at 339-4045. Thank you.

3.4 Expressions of Sympathy

In the event of a death of an active regular part or full-time employee, elected official, his or her immediate family (child, spouse, parent, step-parent, parent-in-law, guardian, step-child, domestic partner, sibling or grandchild), an active board, commission, or committee member, or a former regular employee that worked for the City within the past 3 years, the department may send an expression of compassion (e.g., flowers, plant, etc.) In the event of extended hospitalization of an active regular part or full-time employee the department may send an expression of compassion. The gift will be paid for by the City and will be signed from the City of De Pere in general. Departments should order the item from De Pere Greenhouse (or a greenhouse closest to the delivery location) for up to \$75, plus the delivery amount. The bill should be sent to the Human Resources Department and will be paid out of the sundry account.

4.9 Dress Code/Appearance and Demeanor

~~g. Battalion Chief: Battalion Chiefs will receive an initial clothing issue as outlined in Firefighter collective bargaining agreement (CBA) as well as a dress uniform. Battalion Chiefs receive future years clothing allowance as outlined in the CBA.~~

~~a. Non-Represented, Sworn Police and Fire Department Employees: All new hires shall receive an initial clothing issuance consisting of such minimum requirements as determined by the Chief, or the Chief's designee. Internal promotions may receive a clothing issuance to ensure the employee has the minimum requirements as determined by the Chief or Chief's designee or the employee may opt to have uniforms altered in accordance with the promotion with the cost of such alterations being paid by the city. To allow employees to maintain and replace uniform items, employees will receive an annual clothing allowance on January 1 as outlined below:~~

~~Fire - \$350.00~~

~~Police - \$500.00~~

~~The Human Resources Director has the ability to adjust the annual clothing allowance on an annual basis.~~

~~In the event employees do not expend the entire amount of their annual clothing allowance in a calendar year, the unexpended amount up to a maximum of \$100 shall be carried forward for use in the subsequent year.~~

Employees, who resign or are dismissed within the first twelve months of employment shall reimburse the City the entire cost of the initial clothing issued, excluding items the Employer determines to be re-usable. Employees who resign or are dismissed thereafter shall reimburse the City the clothing allowance granted yet unearned based on the number of months remaining in the year the termination becomes effective.

4.21 Use of Vehicles and CDL Requirements

Employees are responsible for the efficient and safe operation of the City vehicle, the observance of all traffic laws and communicating with management regarding any accidents or traffic violations. Employees who either use their personal vehicle for City business or use a City vehicle are required to promptly inform the City of any changes concerning their driver's license, including suspension or revocation. To ensure the safe and legal handling of City vehicles, the City will enroll all regular full and part time employees who drive City vehicles or drive their own vehicle for City business in the Public Abstract Request System (PARS) Employer Notification Program. Smoking and the use of smokeless tobacco products are prohibited in all City-owned vehicles. It is the responsibility of the employee whose position requires a CDL to obtain, maintain and report on the status of the CDL.

The City recognizes that there are some employees who may use personal vehicles to conduct City business, as well as several departments that are assigned City vehicles for use on a regular basis. This policy outlines reimbursement for personal vehicle use, conduct and prohibited conduct during the use of City vehicles, and the responsibilities of employees who are required by their employment to carry a Commercial Driver's License (CDL).

A. Personal Vehicles

City employees required to use their personal vehicle for City business will be reimbursed for mileage at the current IRS rate. Employees requesting reimbursement must submit a reimbursement request form which details the date, personal vehicle mileage, and purpose or reason for City travel. Supervisors who currently receive monthly vehicle allowances are not eligible for reimbursement except in extenuating circumstances and with authorization of the City Administrator.

~~Provision of City-owned vehicles for personnel will be evaluated and determined by the Finance/Personnel Committee on a case-by-case basis, either at the time of hire or promotion or if a change of circumstances indicates the provision of a City vehicle is appropriate and warranted.~~

B. City Vehicles Vehicle Operation

1. Driver Responsibility: ~~Drivers of City vehicles~~ Employee who are driving on behalf of the City are responsible for:
 - a. The safe, courteous and efficient operation of the vehicle;
 - b. Observance of all traffic laws and payment of all fines or forfeitures due to illegal action while operating ~~City~~ vehicles;
 - c. Ensuring seat belts are properly worn by the driver and passengers while the vehicle is in operation;
 - d. Making necessary reports to the authorities as required by law in the event of accidents involving property damage and/or personal injury;
 - e. Notifying the department head or supervisor of any accident as soon as possible, and reporting to the department head or supervisor any damage or suspected damage to any City vehicle as a result of daily operation as soon as possible; and
 - f. Reporting any malfunction of ~~the City~~ vehicles or equipment to the department head or supervisor as soon as possible.
 - f.g. Please see section 3.2, Citizens Accessing City Equipment, for the policy on passengers.
2. Vehicle Ethics
 - a. Mobile Electronic Devices (Cell Phones): Employees shall not operate a mobile electronic device for personal use while operating a City vehicle. Employees shall safely pull over to the side of the road to operate a mobile electronic device for personal use. When using a mobile electronic device for business-related use, employees should, whenever practical, pull over to the side of the road.
 - b. Driving Under the Influence: Employees will not operate a motor vehicle at any time when his/her ability is impaired, affected or influenced by alcohol, illegal drugs, medication, illness, or injury.
 - c. Other Distractions: Eating while driving is prohibited. Nonalcoholic drinks may be consumed with great discretion and only in situations where driving hazards are minimal (i.e., not in traffic, through road construction, etc.).
3. Taking Home Vehicles: All employees must receive prior authorization to use City vehicles and only those employees that live within 15 miles of the corporate city limits of the City of De Pere ~~in the City of De Pere are may~~ be allowed to take home a City vehicle. ~~The exception to this is Water~~

~~department employees who are on call. Water department employees must live within 9 miles of the City of De Pere bridge to be able to take home a vehicle.~~

Take home vehicles shall only be assigned on the basis of the City's operational needs and with department head approval. Take home vehicles may be assigned based on one or more of the following:

- a. Employees who, as part of their normal job responsibilities, are expected to respond from their homes to emergency situations.
- b. Employees who are assigned on-call status on a rotational basis, may be assigned a take home vehicle when they are serving on-call.
- c. When it is in the best interest of the City; (i.e.an employee attending training may take a vehicle home if it shortens the commute to and/or from the training).

Vehicles taken home shall be parked at the employee's residence in a secure location. All the above restrictions regarding use of vehicles remain in effect when an employee is taking a vehicle home. Vehicles shall be used only for official City business, however; limited personal use is allowed while en-route to and from work. If an employee is on extended leave or vacation, then the vehicle shall remain on designated City property. Employees shall maintain the cleanliness of the vehicle. Non-employees shall not be permitted to operate any City vehicle. At no time may an employee transport alcoholic beverages in a City vehicle. Smoking and the use of smokeless tobacco products is prohibited in City-owned vehicles.

5.2 Acceptable Use of Electronic and Social Media

To address the changing landscape of the Internet and the way residents communicate and obtain information online, City departments may use social media tools to reach a broad audience. The City encourages the use of social media to further the business needs of the City and the goals of City departments, where appropriate. The City has an overriding interest and expectation in deciding what is spoken on behalf of the City on social media sites. This policy provides guidance for the use of social media sites used by the City.

The City also recognizes that employees may be active in the evolving world of social media and understands that electronic media throughout the workday is easily accessible. This policy provides guidance on how best to balance employees' personal activity on social media and their employment responsibilities. Like any employer who seeks to resolve the concerns of its employees, the City has the sincerest hope that employees with complaints regarding their work environment will raise those concerns through the

reporting structure to management's attention with a sincere interest in resolving those work-related concerns rather than publicly, including through social media, discussing those personal complaints and potentially damaging the interests of themselves, but also fellow employees, members of the public, and the City. The City has established structures for addressing these concerns including its reporting structure and the grievance procedures that employees are expected to follow.

Other laws, ordinances and policies may also apply to the use of social media and this Policy should not be interpreted to conflict with any of those laws, ordinances and policies. Nothing in this Policy shall be applied to prohibit or infringe upon any communication, speech or expression that is protected or privileged under law.

A. General Guidelines: ~~When using City property for personal use, then follow these guidelines:~~

1. Definitions

- a. Social Media: Forms of web based discussion and information-sharing tools which allow users to interact with each other by sharing information, opinions, knowledge and interests, online. Social media involves the building of online communities or networks to encourage participation and engagements. Examples include: social networks, blogs, video sharing, podcasts, wikis, message boards, and online forums. Technologies include, but are not limited to, photo, video and music sharing; wall postings; and e-mail and instant messaging. Examples of social media applications include, but are not limited to: social networking websites (Facebook, Twitter, ~~Bebo~~), reference websites (Google and Yahoo! Groups, Wikipedia), content-sharing websites (Instagram, Snapchat, Tik-Tok, YouTube, Flickr), networking websites (LinkedIn), and news media comment sharing/blogging.
- b. Social Networking: The practice of expanding the number of one's business or social contacts by making connections through web-based applications. Examples include joining clubs or organizations, ~~, or staying connected through phone conversations or letters. This policy focuses social networking as it relates to the Internet to promote connections.~~

2. Use of City property for purposes of social media and social networking for the City's sites or personal sites must be consistent with City policies, rules and general expectations of professional behavior.
3. All City-provided electronic media systems, such as cell phones, internet, e-mail, laptops, computers, fax, copiers, and scanners, are the property of

the City. All messages and composed files made using City property are not private and are not the personal property of the employee.

4. Employees are prohibited from installing any software programs on City computers. All City computers and computer files stored in them are subject, without notice, to inspection by the City and possible removal. Electronic media is subject to open records requests under Wis. Stat. § 19.35. Employees are discouraged from utilizing personal equipment in the course of conducting City business, as all records on the equipment may be subject to such requests. The use of the City's property and electronic media systems is reserved solely for the conduct of business, during work hours. If employees wish to use these systems for social networking during lunch, breaks, or before or after work hours, then they may do so for incidental personal use; however, employees are always specifically prohibited from using this property in violation of City policies, rules and expectations of conduct.
 - a. The electronic media systems may not be used to solicit or proselytize for commercial ventures, religious or political causes, outside organizations, or other non-job related solicitations.
 - b. The electronic media systems are not to be used to create any offensive or disruptive messages or documents.
 - c. The electronic media systems may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information or similar materials, without prior authorization, or any illegal, illicit, immoral or offensive data.
 - d. Employees may not use the electronic media systems to engage in or post any harassing, discriminatory, retaliatory or derogatory or offensive content.
5. The City reserves and intends to exercise the right to review, audit, intercept, access and disclose all internet activity and any messages or documents created, received or sent over the City's electronic media systems for any purpose.
 - a. The confidentiality of any message cannot be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. Employees who are away from their workstation for an extended period of time must secure their workstation.
 - b. Employees may not modify, delete or destroy any City document created by any electronic media, unless specifically authorized to do so.

c. The same rules and restrictions apply to those accessing the City's electronic media system via remote access.

6. All conduct by those persons serving on a governmental body, or subcommittee of a governmental body, must comply with Wisconsin's open meetings laws, including avoiding virtual or walking quorums. All such persons should therefore refrain from discussing business or action of the governmental body with one another while using social media. Additionally, Authorized Users publishing on the City's social media accounts should not engage or "tag" anyone serving on a governmental body when engaging in the City's social media activity.

B. Social Media and Networking Personal Use: General Guidelines: Conduct on Personal Social Media Sites: Employees may use social media profiles not belonging to the City for their personal social media purposes; however, an employee's personal social media profile or use must remain personal in nature and must not be used to share the City's official government positions or views. Employees must recognize that most uses of personal social media are still part of the public domain regardless of privacy settings, and are easily replicated and published. Regardless of whether an employee identifies on a personal social media account that they work for the City, employment with the City is public record and members of the public may associate the employee with the City. Employees must therefore exercise care when posting and commenting on social media as personal views can be tied back to employment with the City. Personal activity is the personal responsibility of the employee, including the consequences that flow from such activity. In recognition of these principles, employees must comply with the requirements of this section when using their personal social media sites.

The City respects its employees' private rights to post and maintain personal websites, blogs, and social media pages, and to use and enjoy social media on their own personal devices during non-work hours. The following guidelines apply to personal communications using various forms of social media:

1. Only on your own time: Unless employees have received advance permission from their supervisor, or unless such activity is directly related to the performance of their job, employees may not engage in social media activity on work time.
2. Post as yourself: Employees must make clear that they are expressing their personal views, not those of the City. If commenting on City business on social media in a personal capacity, an employee must use a disclaimer that establishes that their comments represent their own opinions and do not represent those of the City. Employees should not create sites purporting claiming to act or speak as or on behalf of the City or any of its departments, employees or officials.

Employees are not required to include a disclaimer with their social media communications when such communications are made on a platform dedicated to networking and/or job searching, such as LinkedIn, for the purpose of recruitment to City employment.

Sharing social media communications from official City accounts without additional commentary is always permitted as a public service announcement, and does not require a disclaimer.

3. Be respectful and use good judgement:~~nice:~~ ~~Employees must not post communications or material that is disparaging, obscene, profane, vulgar, bullying, threatening or inappropriately inflammatory.~~ Use good judgment: Because what employees say online is accessible to the public and attributable to the employee as a public servant, employees must use good judgment in their communications. The City expects its employees to be truthful, courteous, and respectful toward supervisors, co-workers, residents, customers, and other persons or entities associated with or doing business with the City. When a person can be identified as a City employee, the employee must not engage in name-calling or personal attacks or other such demeaning behavior if the conduct would adversely affect their duties or workplace for the City. Employees must not post communications or material that is disparaging, obscene, profane, vulgar, bullying, threatening or inappropriately inflammatory. This section and its limitations apply when the action of the employee adversely affects the employee's work, job duties, or ability to function in the Employee's position or creates a hostile work environment.

Employees may not use social media to engage in or post communications or material that would violate any City policy.

4. Log-in Credentials: Employees should never use their City email account, login, or passwords in connection with a personal social media profile.
5. City Identifiers: Employees and others affiliated with the City must not use any City brand, logo, or other City identifiers on their personal social media accounts, nor post information that purports to be the position of the City without prior authorization or unless authorized by federal, state, or local law.
6. Obey the law: Employees must not post any material that violates the law, such as material that is obscene, profane, defamatory, threatening, harassing or that violates the privacy rights of someone else. The posting of such material may subject the employee to criminal and civil liability.
- 3.7. Do not expect privacy: Because employees' social media communications are publicly available and seen by others, they should not expect that their

communications are private in any way. Once something is posted online, it is completely out of the poster's control and generally available to anyone in the world.

~~4.8. Ask for guidance: If employees have any questions about what is appropriate to include in social media communications, they should ask their supervisor.~~

~~5.9. Comply with harassment and other policies: Employees may not use social media to engage in or post communications or material that would violate any City policy.~~

~~6.10. Maintain confidentiality: Employees must not disclose confidential information.~~

~~11. Duty to report: The City is not imputed with knowledge of any activity on any personal social media accounts of employees or elected officials, or any other social media accounts other than official City accounts. Employees have a duty to notify their supervisors of any violations of this Policy, as City staff is only able to address those violations of which they have been made aware. Additionally, any violation of this Policy occurring during an individual's term of employment may lead to discipline regardless of the amount of time that has passed since the violation has occurred, provided that management had no previous knowledge of the violation prior to it being reported. All employees have a duty to report any discovered or suspected unauthorized or improper usage of electronic media or social media as such usage relates to violations of City policies.~~

~~12. Corrective Action: There may be times when personal use of social media in violation of this Policy, even if it occurs while the employee is off-duty and on their own equipment, may subject an employee to corrective action as described in Section 4.2, Corrective Action.~~

~~Failure to comply with this Policy is considered misconduct and may result in disciplinary action up to and including termination. Unlawful social media use, based on the level of offense, may result in referral for criminal prosecution.~~

~~Each situation will be evaluated on a case-by-case basis because the laws in this area are evolving. Employees are encouraged to discuss types of activities that might result in discipline with the Human Resources Department.~~

~~Nothing in this Policy is meant to prevent an employee from exercising their right to make a complaint of unlawful discrimination or other workplace misconduct through the proper processes, to engage in lawful protected~~

concerted activity, or to express a personal opinion on a matter of public concern which may be balanced against the interests of the City.

B.C. Social Media and Networking Official City Sites

1. City Social Media Sites:

- a. All City social media sites posted by Departments shall be approved in writing by the City Administrator prior to being established. Department heads shall be responsible for determining in writing who is authorized to use social media on behalf of the City and for designating appropriate access levels. All authorized users shall ~~be provided a copy of this policy and the applicable~~ follow social media ~~tool~~ standards as determined by the Information Technology Department Communications Specialist and are required to acknowledge their receipt of the same, in writing, prior to access being granted.
- b. Authorization to represent the City on City social networking sites does not carry over to any use of private social networking sites by any City official, officer or employee.
- c. The City's websites shall remain the City's primary and predominant internet presences.
- d. The most appropriate City uses of social media tools fall generally into two categories:
 - i. As channels for disseminating time-sensitive information as quickly as possible (example: emergency information); and
 - ii. As ~~marketing and promotional~~ tools to increase the City's ability to broadcast its messages to the widest possible audience.
- e. Wherever possible, content posted to City social media sites will also be available on the City's website.
- f. Wherever possible, content posted to City social media sites should contain links directing users back to the City's official website for in-depth information, forms, documents or online services necessary to conduct business with the City.
- g. As is the case for City's website, departmental staff shall be responsible for the content, upkeep and monitoring of any social media sites created by their department.

- h. All City-related communication through social media tools shall be professional in nature and conducted in accordance with the City's communications policy, practices and expectations. Employees and officers shall not use the City's social networking sites for political purposes, to conduct private commercial transactions, or to engage in private business activities. Inappropriate usage of social media can be grounds for disciplinary action.
- i. All City social media sites and communication posted by employees shall comply with all appropriate City policies and standards.

2. Data Retention

- a. City social media sites are subject to the state and local public records laws. Any content maintained in a social media format that is related to City business, including a list of subscribers and posted communication, is a public record. The department maintaining the site is responsible for responding completely and accurately to any public records request for public records on social media. Content related to City business shall be maintained in an accessible format and so that it can be produced in response to a request. Appropriate accessible formats for reproduction shall be detailed in the social media tool standards approved by the City Administrator. All sites shall clearly indicate that any postings or submitted for posting are subject to the public records law. Users shall be notified that public disclosure requests must be directed to the relevant records custodian.
- b. State and City records retention schedules apply to social media formats and social media content. The department maintaining a social network site shall preserve records required to be maintained pursuant to the relevant records retention schedule for the required retention period on a City server in a format that preserves the integrity of the original record and is easily accessible. Appropriate retention formats for specific social media tools shall be detailed in the standards approved by the City Administrator.

3. Notifications

- a. Users and visitors to social media sites shall be notified that the intended purpose of the site is communication from City departments to members of the public. City social media site articles and comments containing any of the following forms of content shall not be allowed and shall be subject to removal:
 - i. Comments not topically related to the particular social media article being commented upon;

- ii. Comments in support of or in opposition to political campaigns or ballot measures;
 - iii. Profane language or content;
 - iv. Content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regard to public assistance, national origin, physical or mental disability, or sexual orientation;
 - v. Sexual content or links to sexual content;
 - vi. Solicitations of commerce;
 - vii. Conduct or encouragement of illegal activity;
 - viii. Information that may tend to compromise the safety or security of the public or public systems; or
 - ix. Content that violates a legal ownership interest of any other party.
- b. These guidelines shall be displayed to users or made available by hyperlink. Specific social media tool standards approved by the City Administrator shall provide that any content removed based on these guidelines must be retained, including the time, date and identity of the poster, when available.
- c. The City reserves the right to restrict or remove any content that is deemed in violation of this social media policy or any applicable law. Each department head is responsible for identifying a site monitor for each social networking site permitted under this policy.
- d. All new social media tools proposed for City use will be approved by the City Administrator and the IT ~~Administrator~~Director. The City Administrator shall approve all tool standards. For each social media tool approved for use by the City, the following documentation will be developed by the Department Head:
- i. Operational and use guidelines;
 - ii. Standards and processes for managing accounts on social media sites;
 - iii. Standards for the administration of social media sites; and
 - iv. Signed acknowledgements of policies by authorized users.

e. Administration of City social media sites.

- i. The IT ~~Administrator~~ Director will maintain a list of social media tools which are approved for use by City departments and staff.
- ii. The department head of each department establishing a social media presence will maintain a list of all City social media sites, including login and password information.
- iii. Employees with access to passwords shall provide those passwords to the City upon request. The password is the property of the City and not the employee. Employees shall not change passwords without the written authorization of the City Administrator or department head.

7.1 Sick Leave

G. Sick Leave and Retirement

Upon an employee meeting the minimum qualifications and applying for a retirement annuity from the Wisconsin Retirement Fund or any employee receiving a disability annuity as defined by Wis. Stat. § 40.02(21), and having 5 years of consecutive service in a regular part or full-time position with the City, the City shall credit 100% of the accrued and unused sick leave credited to that employee as of the date the employee terminates his or her employment with the City, up to a maximum of 120 days. Employees who have accumulated sick days in excess of 120 days as of January 1, 2009 shall have such balance as their maximum accumulated sick leave balance. The City shall credit to the account of such employee an amount equal to the employee's then-existing rate of pay times 100% of the accrued and unused sick leave up to that maximum balance. The amount so determined may be used by the employee until such amount is exhausted to either pay the monthly premiums for group ~~hospitalization and medical~~ health insurance and/or group dental insurance provided by the City, subject to the approval and requirements of the insurance carrier and/or policy provided by the City, or on a quarterly basis for reimbursement of ~~hospitalization and medical~~ health insurance, dental insurance, vision insurance or long-term care insurance premiums of the employee's choosing. Prior to such reimbursement, the employee shall submit evidence of current, active enrollment in ~~a hospitalization or medical~~ the plan(s). Such evidence may include, at the discretion of the City, the annual plan enrollment card, billings, policy and agent name.

H. Delay use of Benefits

At the option of the employee, the conversion of unused and accrued sick leave as provided herein may be delayed for a period of time not to exceed 60 calendar months from the date of retirement. If the employee opts to delay such benefit, the employee

may continue enrollment under the ~~medical-health~~ plan and/or dental plan provided by the City. If the employee, upon retirement or subsequent thereto, terminates enrollment under the policy provided by the City, the employee shall no longer be eligible to renew enrollment thereunder. If the employee opts to delay the benefit as provided herein, upon timely written notice of intent to utilize the benefit, the employee may begin drawing on the escrow to pay the premiums on the policy provided by the City (if the employee has remained enrolled in such program) or to receive quarterly reimbursement for a plan of the employee's own choosing. The City may require evidence of continued enrollment under a plan of the employee's own choosing. Failure to submit such proof of enrollment as required by the City within one month of written request, or failure to request the City to begin to draw on sick leave conversion funds prior to the 60-month anniversary of that employee's retirement shall result in forfeiture of any entitlement to a sick leave conversion benefit as provided hereunder.

I. Dependent/Survivor Benefit

If an employee eligible for retirement based on his or her age, as provided in Section 7.1(G) dies before terminating his or her employment with the City, the City shall credit to an account of the deceased employee, an amount equal to the employee's then-existing rate of pay times the percentage authorized by this policy of the accrued and unused sick leave of that employee at the time of death, up to a maximum of 120 days. This account will apply to the estate of the deceased employee for the purposes of payment of ~~medical-health-plan~~ insurance, dental insurance, vision insurance or long-term care insurance premiums. A surviving spouse, until remarriage, will be eligible to apply the escrowed funds for payment of monthly ~~medical-health plan insurance, dental insurance, vision insurance or long-term care insurance-~~ premiums. Likewise, dependent children may request to apply these escrowed funds for payment of monthly ~~medical-health insurance, dental insurance, vision insurance or long-term care insuranceplan~~ premiums following the death of the employee and surviving spouse, so long as the dependents meet the dependency rules of the Internal Revenue Code.

The surviving spouse or dependent children, upon the death of an employee eligible for retirement as provided above, shall be eligible to extend coverage under the ~~medical-health plan insurance, dental insurance, and vision insurance~~ provided by the City pursuant to state and federal regulations. Payment of the monthly ~~medical-health insurance, dental insurance, and/or vision insurance plan~~ premiums for the surviving spouse and/or dependent children must be made by the member to the COBRA administrator and will be made ~~may be reimbursed on a quarterly basis~~ from the escrowed funds until said funds have been depleted, or until such time as the extended coverage terminates pursuant to state and federal regulations. Upon enrollment, or continuing enrollment, in other coverage, ~~termination of the extended coverage,~~ the surviving spouse and/or dependent children may submit claims on a quarterly basis for reimbursement of ~~medical-health insurance, dental insurance, vision insurance or long-term care insurance~~ other hospitalization and medical insurance coverage premiums. Prior to such reimbursement, the surviving spouse and/or dependent

children shall submit evidence of current, active enrollment in ~~a hospitalization or medical~~the plan(s). Such evidence may include, at the discretion of the City, the annual plan enrollment card, billings, policy and agent name.

In the event that an employee dies after retirement, the survivor of said employee shall be entitled to continue drawing on such fund as long as the surviving spouse does not remarry or the children of the deceased employee are dependent as determined by the dependency rules of the Internal Revenue Code.

7.2 Vacation

Battalion Chiefs follow the vacation schedule as outlined in Firefighter collective bargaining agreement but receive their vacation accruals on January 1 of the year in which it is accrued and their vacation is prorated in the first and last years of employment as outlined below.

As of January 1, 2014, employees currently receiving 26 days of vacation will continue to earn 26 days per year. All other employees are capped at 25 days.

Employees shall accrue vacation as follows:

Years of Employment	Vacation Allotment
Hired	1-3 weeks prorated if start date is not January 1
—January 1 after start date	2 weeks effective January 1
January 1 of 5th year	15-17 days
January 1 of 10th year	17-20 days
January 1 of 15th year	20-22 days
January 1 of 20th year	22-25 days
January 1 of 25th year	25 days

9.1 Retirement/Resignation

B. Resignation/Retirement Process

Employees shall submit a notice of resignation or retirement in writing as far in advance as possible. To leave in good standing, department heads and supervisors ~~should~~shall submit a written resignation to the City Administrator at least 30 days before resignation and 60 days before their anticipated retirement date. ~~All~~ other employees ~~should~~shall provide their supervisor a minimum of two weeks' notice for resignations and a minimum of ~~one month's~~30 day notice for retirements. The final two weeks of all notices shall be exclusive of any accrued paid time off taken unless for unavoidable circumstances, or if approval is obtained from the Department Head after the resignation or retirement notice is received. Employees resigning or retiring from their position may not extend their final date of employment using unused paid time off (ie: vacation, floating holiday, sick). The employee's last day of employment

shall be defined as the last day the employee is physically at work ~~An employee should plan to work on the employee's last day~~ unless there are extenuating circumstances as approved by the Human Resources Director. Upon compliance with submitting a retirement notice that is at least 30 or 60 days in advance, where applicable, ~~as well as actually working the last day~~, then an additional vacation day will be awarded at the employee's current rate of pay and will be paid out. Employees who provide a 30 day notice for resignation will receive an additional vacation day awarded at the employee's current rate of pay and will be paid out.

10.2 Employee Travel

- G. ~~Information regarding planned out-of-state conferences/travel will be conveyed to Finance/Personnel Committee members in January of each year.~~ Planned out-of-state travel will be budgeted as part of the department's budget.

10.3 Meal Expenses

Meal reimbursement rates for employees on City business are based on IRS per Diem rates. Employees are eligible for meal reimbursement if they travel outside of Brown County.

City of De Pere Vacation Comparison

Years of Service	De Pere - Current	De Pere - Proposed	Average Vacation of Comparable Communities
0 to 1 year	5	15	10
1 year	10	15	10
2 years	10	15	12
3 years	10	15	13
4 years	10	15	13
5 years	15	17	14
6 years	15	17	15
7 years	15	17	16
8 years	15	17	17
9 years	15	17	17
10 years	17	20	18
11 years	17	20	19
12 years	17	20	21
13 years	17	20	26
14 years	17	20	26
15 years	20	22	27
16 years	20	22	27
17 years	20	22	28
18 years	20	22	28
19 years	20	22	29
20 years	22	25	31
21 years	22	25	31
22 years	22	25	31
23 years	22	25	32
24 years	22	25	32
25+ years	25	25	32



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Consideration and possible Action to Determine Salaries for Mayor and City Council for 2024 and 2025*

ATTACHMENTS:

- Memo - Mayor Council Salaries for 2024 and 2025 (PDF)
- Mayor.Alderperson Comparables-5.2022 (PDF)
- Summary of Position Salaries-Rev 2022 (PDF)

CITY OF DE PERE MEMO



To: Members of the Finance/Personnel Committee

From: Shannon Metzler, Human Resources Director

Date: September 13, 2022

RE: Possible Action to Determine Salaries for Mayor and City Council for 2024 and 2025

Salaries for the positions of Mayor and Council are reviewed every other year and set forward for the next two term years. As 2023 is approaching, it is time to decide on salaries for 2024 and 2025.

Attached is a survey of Mayor/Alders' salaries from other communities. Also attached is a history of the salary increases in previous years.

For your information, listed below are the salaries approved for 2022 through 2023 showing what was approved by the City Council in previous years. A 5.0% increase was budgeted for our non-represented employees for 2023.

Mayor	May 1, 2022	\$26,126
	May 1, 2023	\$26,649
Council	May 1, 2022	\$7,489
	May 1, 2023	\$7,639

If you have any questions before the meeting, please feel free to contact me at 339-4045.

Thank you.

Mayor / Alderperson Comparables					
Municipality	Population	Position	2022-2023 Salary	Full Time City Administrator	Notes
De Pere*	25,410	Village President / Mayor	\$26,649		
		Trustee/Council Member	\$7,639		
Allouez	14,156	Village President / Mayor	\$10,00	Yes	
		Trustee/Council Member	\$6,732		
Ashwaubenon	17,237	Village President / Mayor	\$30,000 (Full-time)	Yes	
		Trustee/Council Member	\$8,000		
Menasha	18,000	Village President / Mayor	\$68,500 (Full-time)	No	
		Trustee/Council Member	\$5,400		President is \$5,700
WI Rapids	17,500	Village President / Mayor	\$78,775 (Full-time)	No	
		Trustee/Council Member	\$5,880		Eligible for phone stipend and additional monthly stipend if serving as council president, committee chair, or committee secretary
Marshfield	19,000	Village President / Mayor	\$22,500	Yes	Mayor gets \$1,800 annual car allowance.
		Trustee/Council Member	\$4,590		The Alderperson are expected to attend 2 regular council meetings and their 2 committee meetings per month for a total of 4 meetings a month; if they attend less than 3 they get docked \$100. They also get paid \$45 for any special council meeting.
Mequon	25,000	Village President / Mayor	\$21,600	Yes	
		Trustee/Council Member	\$4,800		
Neenah	26,457	Village President / Mayor	\$81,627.50 (Full-time)	No	Part-time City Administrator
		Trustee/Council Member	\$5,544		President gets additional \$60/month
Sun Prairie	36,394	Village President / Mayor	\$21,245	Yes	
		Trustee/Council Member	\$6,963		Council President is \$10,712
West Bend	31,647	Village President / Mayor	\$7,618	Yes	\$150/month expense allowance
		Trustee/Council Member	\$4,236		\$30/month expense allowance
Manitowoc	32,558	Village President / Mayor	\$76,752 (full-time)	No	
		Trustee/Council Member	\$3,120		
Germantown	21,000	Village President / Mayor	\$8,000	Yes	Receives additional \$200/month stipend
		Trustee/Council Member	\$5,500		Receives additional \$100/month stipend
*Rates listed for City of De Pere are the approved rates effective May 1, 2023.					

Summary of Position Salaries

	<u>Mayor</u>	<u>Alderspersons</u>
2000	\$18,658	\$5,511
% Increase	0.00%	0.00%
2001	\$18,658	\$5,511
% Increase	3.00%	3.00%
2002	\$19,218	\$5,676
% Increase	3.00%	3.00%
2003	\$19,795	\$5,846
% Increase	1.50%	1.50%
2004	\$20,092	\$5,934
% Increase	1.50%	1.50%
2005	\$20,393	\$6,023
% Increase	1.50%	1.50%
2006	\$20,699	\$6,113
% Increase	1.50%	1.50%
2007	\$21,009	\$6,205
% Increase	1.50%	1.50%
2008	\$21,324	\$6,298
% Increase	1.50%	1.50%
2009	\$21,644	\$6,392
% Increase	1.50%	0.00%
2010	\$21,969	\$6,392
% Increase	1.50%	0.00%
2011	\$22,299	\$6,392
% Increase	0.00%	0.00%
2012	\$22,299	\$6,392
% Increase	0.00%	0.00%
2013	\$22,299	\$6,392
% Increase	0.00%	0.00%
2014	\$22,299	\$6,392
% Increase	2.00%	2.00%
2015	\$22,745	\$6,520
% Increase	2.00%	2.00%
2016	\$23,200	\$6,650
% Increase	2.00%	2.00%
2017	\$23,664	\$6,783
% Increase	2.00%	2.00%
2018	\$24,137	\$6,919
% Increase	2.00%	2.00%
2019	\$24,620	\$7,057
% Increase	2.00%	2.00%
2020	\$25,112	\$7,198
% Increase	2.00%	2.00%
2021	\$25,614	\$7,342

% Increase	2.00%	2.00%
2022	\$26,126	\$7,489
% Increase	2.00%	2.00%
2023	\$26,649	\$7,639
% Increase	2.00%	2.00%



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation and Possible Action to create an Employee Referral Program*

ATTACHMENTS:

- Employee Referral Program Memo (PDF)
- Referral Program Guidelines FINAL (PDF)
- Referral Program Form FINAL (PDF)

CITY OF DE PERE MEMO



To: Members of the Finance/Personnel Committee

From: Shannon Metzler, Human Resources Director

Date: September 13, 2022

RE: Recommendation and Possible Action to create an Employee Referral Program

The Human Resources Department is seeking approval to implement an Employee Referral Program. The City would like to encourage employees to seek out and refer people they know to apply for open, full time or part time benefit eligible positions with the City of De Pere. This program is a way to supplement the City's normal recruiting activity and enhance the pool of diverse, qualified candidates.

Employees that refer an applicant that is subsequently hired into a position will be paid a \$500 referral bonus. The applicant must include the referring employee's name on their application and the referring employee will need to complete the Applicant Referral Form and submit to Human Resources to qualify for the bonus.

The funding for this program will come out of the recruiting budget. We estimate \$2,500 to be paid out in the first year. Attached are the Program Guidelines and Referral Form.

If you have any questions in advance of the meeting, please contact me at 339-4045.

Employee Referral Bonus Program

Purpose

The purpose of the program is to establish guidelines for an Employee Referral Bonus. The City would like to encourage employees to seek out and refer people they know to apply for open, full time or part time benefit eligible positions with the City of De Pere. This program is a way to supplement the City's normal recruiting activity and enhance the pool of diverse, qualified candidates.

Eligibility

All City of De Pere employees (including non-benefit eligible) are eligible to receive a referral bonus, with the exception of those involved in the hiring process, including the Human Resources Department and department heads/supervisors.

Referral Process

1. The referred applicant must complete a job application via the City of De Pere website for review by the Human Resources Department in which they list the City employee by name as their referral source.
2. The referring employee must complete the Applicant Referral Form and submit it to the Human Resources Department within 30 days of the referred employee's date of hire

Referral Bonus Payment

If a referred applicant is hired, the referring employee will be eligible for a \$500 Referral Bonus to be paid after the referred employee's first day of work.

In most situations, payment will be made to the employee in the pay period following the referred employee's first day of work. The payment is subject to all applicable taxes and withholdings.

Program Guidelines

If two or more employees refer the same applicant, as identified on the application, the \$500 referral bonus will be split evenly among the referring employees, provided each submits the Applicant Referral Form to Human Resources.

Both the referring and referred employees must be active City of De Pere employees at the time the Referral Bonus is to be paid.

All individuals referred by employees will receive the same employment consideration as applicants from other sources.

All information regarding the hiring decision will remain strictly confidential. The referring employee will be notified by the Human Resources Department once eligibility for the reward has been determined.

The City of De Pere reserves the right to suspend the Employee Referral Bonus Program at any time.

CITY OF DE PERE

Human Resources



335 South Broadway Street, De Pere, WI 54115 | 920-339-4045 | www.deperewi.gov
 Fax: 920-339-4049 | Email: deperehr@deperewi.gov

Applicant Referral Form

The City of De Pere Employee Referral Bonus Program is designed to reward employees who support the City by referring quality candidates, who are subsequently hired, to fulfill the needs of all open full time or part time benefit eligible positions. To recognize employees for referring qualified applicants who are hired, the City will reward the referring employee with \$500 in accordance with the following provisions:

- For each qualified applicant referred, the applicant must provide the referring employee's name on the application.
- The referring employee must complete and provide the Applicant Referral Form to Human Resources within 30 days of the referred employee's date of hire.
- Both the referring and referred employees must be active City of De Pere employees at the time of payment. All payments will be processed through the payroll system and reported as income.

Refer to the City Employee Policy Manual for full policy guidelines.

To be completed by Referring Employee:

Date: [Click here to enter a date.](#)

Your Name: [Click here to enter text.](#)

Name of Applicant Referred: [Click here to enter text.](#)

For Position of: [Click here to enter text.](#)

To be completed by Human Resources:

Status of this Candidate:

☐ Confirm Referral on Application

☐ Job Offered-Accepted

Date Applicant began employment: _____

Referring employee still employed: ☐ Yes ☐ No

Date of Payout: _____

Amount of Payout: _____

Human Resources Signature

Date



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation and Possible Action to purchase the Onboard module through NEOGOV (the City's recruiting platform)*

ATTACHMENTS:

- Onboard Memo FINAL (PDF)
- Revised Order Form City of De Pere WI (PDF)

CITY OF DE PERE MEMO



To: Members of the Finance/Personnel Committee

From: Shannon Metzler, Human Resources Director

Date: September 13, 2022

RE: Recommendation and Possible Action to purchase the Onboard module through NEOGOV (the City's recruiting platform)

The Human Resources Department is seeking approval to implement an online onboarding system which is designed to automate and streamline the recruiting, hiring, and onboarding process. Currently, we use NEOGOV as our online recruiting system. Onboard is another product through NEOGOV that will update the recruitment process, as well as make it more efficient. Onboard will reduce the time and effort of the Human Resources Department in the recruiting process, but more importantly, improve the experience of new hires through its modernized platform. An effective onboarding process is an essential part of recruiting and ultimately, retention.

Onboard empowers new hires to be productive before their first day by streamlining new hire paperwork, processes, and training on an easy-to-use platform. The Human Resources department will be able to assign checklists to new hires for them to complete prior to their first day, as well as track their completion electronically. Notifications and reminders get sent automatically based on start date and position hired for. Checklists and forms can be customized for specific employees, groups, or departments. Forms can be set up with required fields to ensure that new hires complete everything properly.

The use of Onboard will help create a great first impression of the City through the use of portals that can communicate the culture, share the mission and values, and provide vital documents, trainings, and videos. New hires will have the freedom to complete required forms at their convenience without having to print a multitude of documents. New hires want to be engaged well before their first day on the job. Onboard will allow them to be involved immediately and excited about their future.

The initial setup cost to implement Onboard is \$5024 for the first year, which includes a one-time set-up fee of \$1800. The annual fee after the first year is \$6449. The prorated fee for the remainder of 2022 (October 1-December 1) is \$548. The cost for Onboard was budgeted in the 2022 budget. Attached is the contract.

If you have any questions in advance of the meeting, please contact me at 339-4045.



NEOGOV

HUMAN RESOURCES MANAGEMENT SUITE

for the public sector

Exhibit A Order Form

NEOGOV

NEOGOV

Customer:

Governmentjobs.com, Inc. (dba "NEOGOV")
 2120 Park Pl, Suite 100
 El Segundo, CA 90245
 United States
 billing@neogov.com
 Sales Rep: Thomas Cook

De Pere, City of (WI)
 335 S. Broadway
 De Pere, WI 54115
 USA

Quote Valid From: 7/20/2022
 Quote Valid To: 9/30/2022

Quote Number: Q-06567
 PaymentTerms: Annual,Net 30

Employee Count: 155
 Order Summary

Year 1

Service Description	Start Date	End Date	Term Price
Onboard Subscription	9/1/2022	12/1/2022	\$812.75
Year 1 TOTAL:			\$812.75

Year 2

Service Description	Start Date	End Date	Term Price
Onboard Subscription	12/2/2022	12/1/2023	\$3,224.50
Year 2 TOTAL:			\$3,224.50

Year 3

Service Description	Start Date	End Date	Term Price
Onboard Subscription	12/2/2023	12/1/2024	\$6,449.00
Year 1 TOTAL:			\$6,449.00

Year 1

Service Description	Start Date	End Date	Term Price
Onboard Setup			\$1,800.00
Year 1 TOTAL:			\$1,800.00

ORDER TOTAL:

\$12,286.25

A. Terms and Conditions

1. Agreement. This Ordering Document and the Services purchased herein are expressly conditioned upon the acceptance by Customer of the terms of the NEOGOV Services Agreement attached hereto as Appendix 1. Unless otherwise stated, all capitalized terms used but not defined in this Order Form shall have the meanings given to them in the NEOGOV Services Agreement.
2. Effectiveness & Modification. Neither Customer nor NEOGOV will be bound by this Ordering Document until it has been signed by its authorized representative (the "Effective Date"). Unless otherwise stated in this Ordering Document, all SaaS Subscriptions shall commence on the Effective Date. This Ordering Document may not be modified or amended except through a written instrument signed by the parties.
3. Summary of Fees. Listed above is a summary of Fees under this Order. Once placed, your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Agreement.
4. Order of Precedence. This Ordering Document shall take precedence in the event of direct conflict with the Services Agreement, applicable Schedules, and Service Specifications.

B. Special Conditions (if any).

Initial Term: 27 months

Customer	GovernmentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)
Entity Name: De Pere, City of (WI) Signature: _____ Print Name: Date:	 Signature: _____ Print Name: Date:



APPENDIX 1 SERVICES AGREEMENT

V032122

You agree that by placing an order through a NEOGOV standard ordering document entitled an “Order Form”, “Service Order,” or “SOW” (each, an “Order Form” for purposes of this Agreement) you agree to follow and be bound by the terms and conditions set forth herein. “Governmentjobs.com”, “NEOGOV”, “we”, and “our” means Governmentjobs.com, Inc. (D/B/A/ NEOGOV), for and on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360) (collectively, “NEOGOV” and, where applicable, its other affiliates; “Customer”, “you”, “your” means the NEOGOV client, customer, or subscriber identified in the Order Form).

If you are placing an order on behalf of a legal entity, you represent that you have the authority to bind such entity to the terms and conditions of the Order Form and these terms and, in such event, “you” and “your” as used in these agreement terms shall refer to such entity. “Agreement” shall be used to collectively refer to this NEOGOV Services Agreement (the “Services Agreement” or the “Agreement”), documents incorporated herein including the applicable Order Form, Exhibits, Schedule(s), and Special Conditions (if any). “Special Conditions” means individually negotiated variations, amendments and/or additions to this Service Agreement of which are either drafted, or incorporated by reference, into the Order Form.

1. Provision of Services. Subject to the terms of this Agreement NEOGOV hereby agrees to provide Customer with access to its SaaS Applications and Professional Services (each defined below) included or ordered by Customer in the applicable Order Form (collectively referred to as the “Services”). Customer hereby acknowledges and agrees that NEOGOV’s provision and performance of, and Customer’s access to, the Services is dependent and conditioned upon Customer’s full performance of its duties, obligations and responsibilities hereunder. This Agreement entered into as of the date of your signature on an applicable Order Form or use of the Services commences (the “Effective Date”). The Agreement supersedes any prior and contemporaneous discussions, agreements or representations and warranties.
2. SaaS Subscription.
 - a) Subscription Grant. “SaaS Applications” means each proprietary NEOGOV web-based software-as-a-service application that may be set forth on an Order Form and subsequently made available by NEOGOV to Customer, and associated components as described in any written service specifications made available to Customer by NEOGOV (the “Service Specifications”). Subject to and conditioned on Customer’s and its Authorized Users’ compliance with the terms and conditions of this Agreement, NEOGOV hereby grants to Customer a limited, non-exclusive, non-transferable, and non-sublicensable right to (a) onboard, access and use, and to permit Authorized Users to onboard, access and use, the SaaS Applications specified in the Order Form solely for Customer’s internal, non-commercial purposes; (b) generate, print, and download Customer Data as may result from any access to or use of the SaaS Applications; and (c) train Authorized Users in uses of the SaaS Applications permitted hereunder (these rights shall collectively be referred to as the “SaaS Subscription”). “Authorized Users” means (i) Customer employees, agents, contractors, consultants (“Personnel”) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Services Agreement and (ii) for whom access to the Services has been purchased hereunder. You may not access the SaaS Applications if you are a direct competitor of NEOGOV or its affiliates. In addition, you may not access the SaaS Applications for purposes of monitoring their availability, performance, or functionality, or for any other benchmarking or competitive purposes. You shall be responsible for each Authorized User’s access to and use of the SaaS Applications and compliance with applicable terms and conditions of this Agreement.
 - b) Subscription Term. Unless otherwise specified in an applicable Order Form, SaaS Subscriptions shall commence on the Effective Date and remain in effect for twelve (12) consecutive months, unless terminated earlier in accordance with this Agreement (the “Initial Term”). Thereafter, SaaS Subscriptions shall automatically renew for successive twelve (12) month terms (each a “Renewal Term” and together with the Initial Term, collectively, the “Term”) unless a party delivers to the other party, at least thirty (30) days prior to the expiration of the Initial Term or the applicable Renewal Term, written notice of such party’s intention to not renew this Agreement, or unless terminated earlier in accordance with this Agreement. The Term for the Services is a continuous and non-divisible commitment for the full duration regardless of any invoice schedule. The purchase of any Service is separate from any other order for any other Service. Customer may purchase certain Services independently of other Services. Your obligation to pay for any Service is not contingent on performance of any other Service or delivery of any other Service.
3. Customer Responsibilities. Customer will not, and will ensure its Authorized Users do not (a) make any of the Services available to anyone other than Authorized Users or use any Services for the benefit of anyone other than Customer and its Authorized Users, unless otherwise agreed in writing by the parties, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any of the Services, or include any of the Services in a service bureau or outsourcing offering, unless otherwise agreed in writing by the parties, (c) use the Services to store or transmit infringing, libelous, or otherwise unlawful

or tortious material, or to store or transmit material in violation of the privacy rights, publicity rights, copyright rights, or other rights of any person or entity, (d) use the Services to store or transmit code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and Trojan horses, (e) interfere with or disrupt the integrity or performance of the Services (including, without limitation, activities such as security penetration tests, stress tests, and spamming activity), (f) attempt to gain unauthorized access to the Services or its related systems or networks, (g) disassemble, reverse engineer, or decompile the Services, or modify, copy, or create derivative works based on the Services or any part, feature, function or user interface thereof, (h) remove the copyright, trademark, or any other proprietary rights or notices included within NEOGOV Intellectual Property and on and in any documentation or training materials, or (i) use the Services in a manner which violates the terms of this Agreement, any Order Form or any applicable laws.

4. Professional Services. “Professional Services” shall mean consulting, training services purchased by Customer in an applicable Order Form or detailed in a NEOGOV Scope of Work (SOW) relating to assistance, training, deployment, usage, customizations, accessory data processing, and best practices of and concerning the SaaS Applications. Professional Services may be ordered by Customer pursuant to a SOW and Service Specifications describing the work to be performed, fees, and any applicable milestones, dependencies, and other technical specifications or related information. Order Forms or SOWs must be signed by Customer before NEOGOV shall commence work. If Customer does not execute a separate SOW, the Services shall be provided as stated on the Order Form and this Agreement and documents incorporated herein shall control. All Professional Services purchased by Customer must be utilized within twelve (12) months of the date of the applicable Order Form or SOW.
5. Payment Terms.
 - a) Fees. Unless otherwise stated in an Order Form, Customer shall pay all Subscription, Onboarding and Set-Up fees (“Subscription Fees”) and Professional Service fees (“Professional Service Fees”, collectively the “Fees”) within thirty (30) days of Customer’s receipt of NEOGOV’s invoice. Fees shall be invoiced annually in advance and in a single invoice for each Term. Invoices shall be delivered to the stated “Bill To” party on the Order Form. Unless explicitly provided otherwise, once placed the Order Form is non-cancellable and sums paid nonrefundable. Any invoiced amount that is not received by NEOGOV when due as set forth in an Order Form will be subject to a late payment fee of 1.5% per month or the maximum rate permitted by law, whichever is lower. If any amount owing by Customer is more than 30 days overdue, NEOGOV may, without limiting its other rights and remedies, suspend the Services until such amounts are paid in full. Subscription Fees are based upon the Authorized User count unless otherwise stated in an Order Form and Customer shall owe NEOGOV supplemental Subscription Fees to the extent Customer exceeds the number of Authorized Users set forth in the Order Form. Except as otherwise specifically stated in the Order Form, NEOGOV may change the charges for the Services with effect from the start of each Renewal Term by providing Customer with a new Order Form at least thirty (30) day notice prior to commencement of a Renewal Term. The new Order Form shall be deemed to be effective if Customer (a) returns the executed Order Form to NEOGOV, (b) remits payment to NEOGOV of the fees set forth in the invoice referencing the Order Form, or (c) the Customer or any of its Authorized Users access or use the Services after the expiration of the previous Term.
 - b) Taxes. Customer will pay all taxes, duties and levies imposed by all federal, state, and local authorities (including, without limitation, export, sales, use, excise, and value-added taxes) based on the transactions or payments under this Agreement, except those taxes imposed or based on NEOGOV’s net income or those exempt by applicable state law. Customer shall provide NEOGOV with a certificate or other evidence of such exemption within ten (10) days of NEOGOV’s request therefor.
 - c) Customer Purchase Orders. Except as otherwise specified in an Order Form, Customer will not require any purchase order to pay fees due or otherwise to perform its obligations with respect to any Order Form. Any reference to a purchase order in an Order Form or any associated invoice is solely for Customer’s convenience in record keeping, and no such reference or any delivery of services to Customer following receipt of any purchase order shall be deemed an acknowledgement of or an agreement to any terms or conditions referenced or included in any such purchase order. If a purchase order is delivered by Customer in connection with the purchase of Services, none of the terms and conditions contained in such purchase order shall modify or supersede the terms and conditions of this Agreement. NEOGOV’s failure to object to terms contained in any such purchase order shall not be a waiver of the terms set forth in this provision or in this Agreement.
6. Term and Termination.
 - a) Term. Unless otherwise specified in an applicable Order Form, this Agreement shall commence on the Effective Date. This Agreement shall remain in effect until all SaaS Subscriptions have expired and/or both parties have achieved full performance of Professional Services or other services detailed in a SOW, unless it is terminated earlier in accordance with this Agreement.

- b) Termination for Cause; Effect of Termination. Either Party may terminate this Agreement immediately if the other is in material breach of this Agreement and such breach is not cured within thirty (30) days following non-breaching party's written specification of the breach. NEOGOV may suspend the Services or terminate this Agreement immediately in the event the Services or Customer's use of the Services provided hereunder pose a security risk to the Services, NEOGOV or any third party, or become illegal or contrary to any applicable law, rule, regulation, or public policy. Upon expiration or any termination of this Agreement, Customer shall cease all use and refrain from all further use of the Services and other NEOGOV Intellectual Property. Additionally, Customer shall be obligated to pay, as of the effective date of such expiration or termination, all amounts due and unpaid to NEOGOV under this Agreement. Unless otherwise specified, after expiration or termination of this Agreement NEOGOV may remove Customer Data from NEOGOV Services and without Customer consent or notice.
7. Audit Rights. Upon reasonable notice, NEOGOV or its agent shall have the right to audit Customer's records relating to its compliance with this Agreement. Customer shall cooperate fully with this audit. If any audit conducted under this Section indicates that any amount due to NEOGOV was underpaid, Customer shall within three (3) business days pay to NEOGOV the amount due. All expenses associated with any such audit shall be paid by NEOGOV unless the audit reveals underpayment in excess of five percent (5%), in which case Customer shall pay such expenses as well as any amount due to NEOGOV.
8. Maintenance; Modifications; Support Services.
- a) Maintenance, Updates, Upgrades. NEOGOV maintains NEOGOV's hardware and software infrastructure for the Services and is responsible for maintaining the NEOGOV server operation and NEOGOV database security. NEOGOV may in its sole discretion, periodically modify, Update, and Upgrade the features, components, and functionality of the Services during the Term. "Update" means any update, bug fix, patch or correction of the Services or underlying NEOGOV software that NEOGOV makes generally available to its customers of the same module, excluding Upgrades. Updates are automatic and available upon Customer's next login to the Services following an Update at no additional cost to Customer. "Upgrade" means any update of the Services or underlying NEOGOV software such as platform updates, and major product enhancements and/or new features that NEOGOV makes commercially available. NEOGOV shall have no obligation to provide Upgrades to customers and retains the right to offer Upgrades free of cost or on a per customer basis at additional cost. NEOGOV shall have no liability for, or any obligations to, investments in, or modifications to Customer's hardware, systems or other software which may be necessary to use or access the Services due to a modification, Update, or Upgrade of the Services.
- b) Program Documentation; Training Materials. "Program Documentation" shall mean all user guides, training, and implementation material, and Service descriptions provided by NEOGOV to Customer in connection with the Services. NEOGOV hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable license to use, print, and distribute internally via non-public platforms, the Program Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services. Primary training of NEOGOV Services is conducted by self-review of online materials. NEOGOV's pre-built, online training consists of a series of tutorials to introduce the standard features and functions (the "Training Materials"). The Training Materials may be used as reference material by Customer Personnel conducting day-to-day activities.
- c) Implementation. For Services requiring implementation, NEOGOV implementation supplements the Training Materials and is conducted off-site unless otherwise agreed in the Order Form. NEOGOV personnel will provide consultation on best practices for setting up the Services, answer Customer questions during the implementation period, and use commercially reasonable efforts to ensure Authorized User Admins grasp the system. The length of the implementation time is dependent on the type of Service and the Customer's responsiveness. NEOGOV is not responsible or liable for any delay or failure to perform implementation caused in whole or in part by Customer's delay in performing its obligations hereunder and, in the event of any such delay, NEOGOV may, in its sole discretion, extend all performance dates as NEOGOV deems reasonably necessary.
- d) Support. Phone support for the Services is available to Customer Monday through Friday, excluding NEOGOV holidays. Customer may submit a request for online support for the Services 24 hours a day, seven days a week, and the NEOGOV support desk will acknowledge receipt of the request within a reasonable time. The length of time for a resolution of any problem is dependent on the type of case.
- e) Limitations. Unless otherwise specified in the Order Form, this Agreement does not obligate NEOGOV to render any maintenance or support services that are not expressly provided herein, including, but not limited to data uploads, manual data entry, migration services, data conversion, refinement, purification, reformatting, SQL dump, or process consultation.

9. NEOGOV Intellectual Property. NEOGOV shall exclusively own all right, title and interest in and to all pre-existing and future intellectual property developed or delivered by NEOGOV including all Services, products, systems, software (including any source code or object code) or Service Specifications related thereto, Updates or Upgrades, trademarks, service marks, logos and other distinctive brand features of NEOGOV and all proprietary rights embodied therein (collectively, the “NEOGOV Intellectual Property”). This Agreement does not convey or transfer title or ownership of the NEOGOV Intellectual Property to Customer or any of its users. All rights not expressly granted herein are reserved by NEOGOV. Other than recommendation use or as required by law, all use of NEOGOV trademarks must be pre-approved by NEOGOV prior to use. Trademarks shall include any word, name, symbol, color, designation or device, or any combination thereof that functions as a source identifier, including any trademark, trade dress, service mark, trade name, logo, design mark, or domain name, whether or not registered.
10. Data Processing and Privacy.
- a) Customer Data. “Customer Data” shall mean all data that is owned or developed by Customer, whether provided to NEOGOV by Customer or provided by a third party to NEOGOV in connection with NEOGOV’s provision of Services to Customer, including Personnel data collected, loaded into, or located in Customer data files maintained by NEOGOV. NEOGOV Intellectual Property, including but not limited to the Services and all derivative works thereof, NEOGOV Confidential Information, and Platform Data do not fall within the meaning of the term “Customer Data”. Customer exclusively owns all right, title, and interest in and to all Customer Data. Customer grants NEOGOV a license to host, use, process, display, create non-personal derivative works of, and transmit Customer Data to provide the Services. NEOGOV reserves the right to delete or disable Customer Data stored, transmitted or published by Customer using the Services upon receipt of a bona fide notification that such content infringes upon the Intellectual Property Rights of others, or if NEOGOV otherwise reasonably believes any such content is in violation of this Agreement.
 - b) Platform Data. “Platform Data” shall mean any anonymized data reflecting the access or use of the Services by or on behalf of Customer or any user, including statistical or other analysis and performance information related to the provision and operation of the Services including any end user visit, session, impression, clickthrough or click stream data, as well as log, device, transaction data, or other analysis, information, or data based on or derived from any of the foregoing. NEOGOV shall exclusively own all right, title and interest in and to all Platform Data. Customer acknowledges NEOGOV may compile Platform Data based on Customer Data input into the Services. Customer agrees that NEOGOV may use Platform Data to the extent and in the manner permitted under applicable law.
 - c) Data Processing Agreement. To the extent Customer uses the Services to target and collect personal information from users located in the European Union, European Economic Area, or Switzerland (the “EU”) or the United Kingdom (“UK”), or has Authorized Users accessing the Services from the EU or UK, the following NEOGOV Data Processing Addendum (“DPA”) is incorporated herein by reference:
<https://www.neogov.com/hubfs/Legal%20Documents/Customer%20Data%20Processing%20Addendum-signed.pdf>.
 - d) Data Responsibilities.
 - i) NEOGOV will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of the Customer Data. Those safeguards will include, but will not be limited to, measures for preventing access, use, modification or disclosure of Customer Data by NEOGOV personnel except (a) to provide the Services and prevent or address service or technical problems, (b) as compelled by applicable law, or (c) as Customer expressly permits in writing. Customer acknowledges and agrees that it is commercially reasonable for NEOGOV to rely upon the security processes and measures utilized by NEOGOV’s cloud infrastructure providers.
 - ii) Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Data. NEOGOV will have no responsibility or liability for the accuracy of the Customer Data prior to receipt of such data into the Services. Customer shall be solely responsible for and shall comply with all applicable laws and regulations relating to (i) the accuracy and completeness of all information input, submitted, or uploaded to the Services, (ii) the privacy of users of the Services, including, without limitation, providing appropriate notices to and obtaining appropriate consents from any individuals to whom Customer Data relates; and (iii) the collection, use, modification, alteration, extraction, retention, copying, external storage, disclosure, transfer, disposal, and other processing of any Customer Data. NEOGOV is not responsible for lost data caused by the action or inaction of Customer or Authorized Users. Unless otherwise mutually agreed in writing, Customer shall not maintain any financial, health, payment card, or similarly sensitive data that imposes specific data security or data protection obligations within the Services.
 - e) Breach Notice. NEOGOV will notify Customer of unauthorized access to, or unauthorized use, loss or disclosure of Customer Data within its custody and control (a “Security Breach”) within 72 hours of NEOGOV’s confirmation of the

nature and extent of the same or when required by applicable law, whichever is earlier. Each party will reasonably cooperate with the other with respect to the investigation and resolution of any Security Breach. If applicable law or Customer's policies require notification of its Authorized Users or others of the Security Breach, Customer shall be responsible for such notification.

- f) Data Export, Retention and Destruction. Customer may export or delete Customer Data from the Services at any time during a Subscription Term, using the existing features and functionality of the Services. Customer is solely responsible for its data retention obligations with respect to Customer Data. If and to the extent Customer cannot export or delete Customer Data stored on NEOGOV's systems using the then existing features and functionality of the Services, NEOGOV will, upon Customer's written request, make the Customer Data available for export by Customer or destroy the Customer Data. If Customer requires the Customer Data to be exported in a different format than provided by NEOGOV, such additional services will be subject to a separate agreement on a time and materials basis. Except as otherwise required by applicable law, NEOGOV will have no obligation to maintain or provide any Customer Data more than ninety (90) days after the expiration or termination of this Agreement.
11. Third Party Services. The Services may permit Customer and its Authorized Users to access services or content provided by third parties through the Services ("Third Party Services"). Customer agrees that NEOGOV is not the original source and shall not be liable for any inaccuracies contained in any content provided in any of the Third Party Services. NEOGOV makes no representations, warranties or guarantees with respect to the Third Party Services or any content contained therein. NEOGOV may discontinue access to any Third Party Services through the Services if the relevant agreement with the applicable third party no longer permits NEOGOV to provide such access. If loss of access to any Third Party Services (to which Customer has a subscription under this Agreement) occurs during a Subscription Term, NEOGOV will refund to Customer any prepaid fees for such Third Party Services covering the remainder of the Subscription Term.
 12. Nondisclosure.
 - a) Definition of Confidential Information. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information includes its Customer Data. NEOGOV Confidential Information includes the NEOGOV Intellectual Property and the Services. The Confidential Information of each party includes the terms and conditions of this Agreement and all Order Forms (including pricing), as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (a) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (b) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (c) is received from a third party without breach of any obligation owed to the Disclosing Party, or (d) was independently developed by the Receiving Party.
 - b) Obligations. The Receiving Party will: (i) use the same degree of care it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care); (ii) not use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement and (iii) except as otherwise authorized by the Disclosing Party in writing, limit access to Confidential Information of the Disclosing Party to those of its employees and contractors who need access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections not less protective of the Confidential Information than those herein.
 - c) Exceptions. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure.
 - d) Equitable Relief. The parties recognize and agree there is no adequate remedy at law for breach of the provisions of the confidentiality obligations set forth in this Section 12, that such a breach would irreparably harm the Disclosing Party and the Disclosing Party is entitled to seek equitable relief (including, without limitation, an injunction) with respect to any such breach or potential breach in addition to any other remedies available to it at law or in equity.
 13. Representations, Warranties, and Disclaimers.
 - a) Mutual Representations. Each party represents and warrants to the other party that (i) it has full power and authority under all relevant laws and regulations and is duly authorized to enter into this Agreement; and (ii) to its knowledge, the

execution, delivery and performance of this Agreement by such party does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, nor violate any law or regulation of any court, governmental body or administrative or other agency having jurisdiction over it.

- b) Service Performance Warranty. NEOGOV warrants that it provides the Services using a commercially reasonable level of care and skill. THE FOREGOING WARRANTY DOES NOT APPLY, AND NEOGOV STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD PARTY SERVICES.
- c) No Other Warranty. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS WARRANTY SECTION, THE SERVICES ARE PROVIDED ON AN “AS IS” BASIS, AND CUSTOMER’S USE OF THE SERVICES IS AT ITS OWN RISK. NEOGOV DOES NOT MAKE, AND HEREBY DISCLAIMS, ANY AND ALL OTHER EXPRESS AND/OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT AND TITLE, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. NEOGOV DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE, OR THAT ANY ERROR WILL BE CORRECTED.
- d) Disclaimer of Actions Caused by and/or Under the Control of Third Parties. NEOGOV DOES NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM THE NEOGOV SYSTEM AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT CUSTOMER’S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ALTHOUGH NEOGOV WILL USE COMMERCIALY REASONABLE EFFORTS TO TAKE ALL ACTIONS IT DEEMS APPROPRIATE TO REMEDY AND AVOID SUCH EVENTS, NEOGOV CANNOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NEOGOV DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

14. Indemnification.

- a) Customer Indemnity. To the extent permitted by applicable law, Customer will defend and indemnify NEOGOV from and against claim, demand, suit or proceeding made or brought against NEOGOV (a) by a third party alleging that any Customer Data infringes or misappropriates such third party’s intellectual property rights, (b) in connection with Customer’s violation of any applicable laws, or (c) any claim or allegation by any third party resulting from or related to Customer’s or any of its Authorized User’s breach of Section 3 of this Agreement, in each case provided that Customer is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.
- b) NEOGOV Indemnity. Subject to subsections 14(b)(i) through 14(b)(iii) of this Section, if a third party makes a claim against Customer that any NEOGOV intellectual property furnished by NEOGOV and used by Customer infringes a third party’s intellectual property rights, NEOGOV will defend the Customer against the claim and indemnify the Customer from the damages and liabilities awarded by the court to the third-party claiming infringement or the settlement agreed to by NEOGOV, provided that NEOGOV is promptly notified of any and all such claims, demands, suits or proceedings and given reasonable assistance and the opportunity to assume sole control over defense and settlement.
 - i) Alternative Resolution. If NEOGOV believes or it is determined that any of the Services may have violated a third party’s intellectual property rights, NEOGOV may choose to either modify the Services to be non-infringing or obtain a license to allow for continued use. If these alternatives are not commercially reasonable, NEOGOV may end the subscription or license for the Services and refund a pro-rata portion of any fees covering the whole months that would have remained, absent such early termination, following the effective date of such early termination.
 - ii) No Duty to Indemnify. NEOGOV will not indemnify Customer if Customer alters the Service or Service Specifications, or uses it outside the scope of use or if Customer uses a version of the Service or Service Specifications which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Services or Service Specifications which was provided to Customer, or if the Customer continues to use the infringing material after the subscription expires. NEOGOV will not indemnify the Customer to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by NEOGOV. NEOGOV will not indemnify Customer for any portion of an infringement claim that is based upon the combination of Service or Service Specifications with any products or services not provided by NEOGOV. NEOGOV will not indemnify Customer for infringement caused by Customer’s actions against any third party if the Services as delivered to Customer and used in accordance with the terms of the Agreement would not otherwise infringe any third-party intellectual property rights.

- iii) Exclusive Remedy. This Section provides the exclusive remedy for any intellectual property infringement claims or damages against NEOGOV.

15. Limitations of Liability.

- a) TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR DIMINUTION IN VALUE; (b) IMPAIRMENT, INABILITY TO USE OR LOSS, INTERRUPTION OR DELAY OF THE SERVICES; (c) LOSS, DAMAGE, CORRUPTION OR RECOVERY OF DATA, OR BREACH OF DATA OR SYSTEM SECURITY; (d) COST OF REPLACEMENT GOODS OR SERVICES; (e) LOSS OF GOODWILL, LOSS OF BUSINESS OPPORTUNITY OR PROFIT, OR LOSS OF REPUTATION; (f) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE; OR (e) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH ALL OTHER CLAIMS, EXCEED AN AMOUNT OF TWO (2) TIMES THE AMOUNT OF ALL PAYMENTS ACTUALLY RECEIVED BY NEOGOV FROM CUSTOMER IN CONNECTION WITH THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE OF THE EVENT INITIALLY GIVING RISE TO SUCH LIABILITY..

Notwithstanding any other portions of this Agreement, nothing contained herein is intended to waive or estop the City or its insurer to rely upon the limitations, defenses, and immunities contained within 345.05 and 893.80 of the Wisconsin Statutes. To the extent that indemnification is available and enforceable, the City or its insurer shall not be liable in indemnity, contribution, or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

16. Text Message Communications. NEOGOV may offer Personnel the opportunity to receive text messages regarding job application or hiring process reminders, applicant status updates, or other human resource related notices. Since these text message services depend on the functionality of third-party providers, there may be technical delays on the part of those providers. NEOGOV may make commercially reasonable efforts to provide alerts in a timely manner with accurate information, but cannot guarantee the delivery, timeliness, or accuracy of the content of any alert. NEOGOV shall not be liable for any delays, failure to deliver, or misdirected delivery of any alert; for any errors in the content of an alert; or for any actions taken or not taken by you or any third party in reliance on an alert. NEOGOV cannot vouch for the technical capabilities of any third parties to receive such text messages. To the extent you utilize text messaging features, NEOGOV shall not be responsible for your use of such features, and you shall indemnify NEOGOV with respect to any damages resulting from your use including but not limited any violations of applicable law. NEOGOV MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS, OR SETTINGS CONNECTED WITH THE SERVICES.
17. Publicity. Unless otherwise provided in the applicable Order Form, NEOGOV may identify Customer as one of its customers and use Customer's logo for such purposes, subject to any trademark usage requirements specified by Customer.
18. Force Majeure. Except for Customer's payment obligations to NEOGOV, neither party shall be liable for any damages, costs, expenses or other consequences incurred by the other party or by any other person or entity for any act, circumstance, event, impediment or occurrence beyond such party's reasonable control, including, without limitation: (a) acts of God; (b) changes in or in the interpretation of any law, rule, regulation or ordinance; (c) strikes, lockouts or other labor problems; (d) transportation delays; (e) unavailability of supplies or materials; (f) fire or explosion; (g) riot, pandemic, military action or usurped power; (h) actions or failures to act on the part of a governmental authority; (i) internet service interruptions or slowdowns, vandalism or cyber-attacks, or (j) any other cause beyond the reasonable control of such party.
19. Independent Contractor; No Third Party Beneficiary; Fulfillment Partners. The relationship of the parties shall be deemed to be that of an independent contractor and nothing contained herein shall be deemed to constitute a partnership between or a joint venture by the parties hereto or constitute either party the employee or agent of the other. Customer acknowledges that

nothing in this Agreement gives Customer the right to bind or commit NEOGOV to any agreements with any third parties. This Agreement is not for the benefit of any third party and shall not be deemed to give any right or remedy to any such party whether referred to herein or not. NEOGOV may designate any third-party affiliate, or other agent or subcontractor (each a "Fulfillment Partner"), without notice to, or the consent of, Customer, to perform such tasks and functions to complete any Services.

20. Entire Agreement; Amendment. This Services Agreement, the Exhibits hereto and documents incorporated herein, the applicable Order Form, and Special Conditions (if any) constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior or contemporaneous oral and written statements of any kind whatsoever made by the parties with respect to such subject matter. Any Customer proposal for additional or different terms, or Customer attempt to vary in any degree any of the terms of this Agreement is hereby objected to and rejected but such proposal shall not operate as a rejection of this Service Agreement and Order Form unless such variances are in the terms of the description, quantity, or price but shall be deemed a material alteration thereof, and this Service Agreement and the applicable Order Form shall be deemed accepted by the Customer without said additional or different terms. It is expressly agreed that the terms of this Agreement and any NEOGOV Order Form shall supersede the terms in any non-NEOGOV purchase order or other ordering document. Notwithstanding the foregoing, any conflict of terms shall be resolved by giving priority in accordance with the following order: 1) Special Conditions (if any), 2) NEOGOV Order Form, 3) the NEOGOV Services Agreement, and 4) incorporated documents. This Agreement supersedes the terms and conditions of any clickthrough agreement associated with the Services. This Agreement may not be modified or amended (and no rights hereunder may be waived) except through a written instrument signed by the parties to be bound.

21. General. This Agreement shall be governed by and construed in accordance with the laws of the state of California, without giving effect to conflict of law rules. Any legal action or proceeding relating to this Agreement shall be instituted only in any state or federal court in Los Angeles, California. If any provision of this Agreement is held to be illegal or unenforceable, such provision shall be limited or eliminated to the minimum extent necessary so that the remainder of this Agreement will continue in full force and effect. Provisions that survive termination or expiration are those relating to, without limitation, accrued rights to payment, acknowledgements and reservations of proprietary rights, confidentiality obligations, warranty disclaimers, and limitations of liability, and others which by their nature are intended to survive. All notices or other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given either when personally delivered, one (1) business day following delivery by recognized overnight courier or electronic mail, or three (3) business days following deposit in the U.S. mail, registered or certified, postage prepaid, return receipt requested. All such communications shall be sent to (i) Customer at the address set forth in the Order Form and (ii) NEOGOV at the address specified in the applicable Order Form. The waiver, express or implied, by either party of any breach of this Agreement by the other party will not waive any subsequent breach by such party of the same or a different kind. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which taken together shall constitute one and the same instrument. Delivery of a copy of this Agreement or an Order Form bearing an original signature by facsimile transmission, by electronic mail or by any other electronic means will have the same effect as physical delivery of the paper document bearing the original signature. Customer may not assign this Agreement without the express written approval of NEOGOV and any attempt at assignment in violation of this Section shall be null and void. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. The exhibits, schedules, attachments, and appendices referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective duly authorized officers as of the date set forth below, and consent to the Agreement.

Customer	GovermentJobs.com, Inc. (D/B/A/ NEOGOV), on behalf of itself and its subsidiaries PowerDMS, Inc., Cuehit, Inc., Ragnasoft LLC (D/B/A/ PlanIT Schedule), and Design PD, LLC (D/B/A Agency360)
Entity Name:	
Signature: _____	Signature: _____
Print Name:	Print Name:
Date:	Date:

Exhibit A
Government Customer Addendum

If Customer is a Government Customer, the following Government Customer Addendum (“Government Addendum”) forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this Addendum and any other provision of the Services Agreement, the terms of this Government Addendum shall control. For purposes hereof, a “Government Customer” means a Customer which is a (a) U.S. Federal agency, (b) state government, agency, department, or political subdivision (including a city, county or municipal corporation), or (c) instrumentality of any of the foregoing (including a municipal hospital or municipal hospital district, police or fire department, public library, park district, state college or university, Indian tribal economic development organization, or port authority).

1. **Applicability.** The provisions of this Addendum shall apply only if Customer is a Government Customer under the Services Agreement.
2. **Termination for Non-Appropriation of Funds.** If Customer is subject to federal, state or local law which makes Customer’s financial obligations under this Services Agreement contingent upon sufficient appropriation of funds by the applicable legislature (or other appropriate governmental body), and if such funds are not forthcoming or are insufficient due to failure of such appropriation, then Customer will have the right to terminate the Services Agreement at no additional cost and with no penalty by giving prior written notice documenting the lack of funding. Customer will provide at least thirty (30) days advance written notice of such termination. Customer will use reasonable efforts to ensure appropriated funds are available. If Customer terminates the Services Agreement under this Section 2, Customer agrees not to replace the Services with functionally similar products or services for a period of one year after the termination of the Services Agreement.
3. **Indemnification.** If Customer is prohibited by federal, state or local law from agreeing to hold harmless or indemnify third parties, Section 14(a) of the Services Agreement shall not apply to Customer, to the extent disallowed by applicable law.
4. **Open Records.** If the Customer is subject to federal or state public records laws, including laws styled as open records, freedom of information, or sunshine laws (“Open Records Laws”) the confidentiality requirements of Section 12 of the Services Agreement apply only to the extent permitted by Open Records Laws applicable to the Customer. This Section is not intended to be a waiver of any of the provisions of the applicable Open Records Laws, including, without limitation, the requirement for the Customer to provide notice and opportunity for NEOGOV to assert an exception to disclosure requirements in accordance with the applicable Open Records laws.
5. **Cooperative Purchasing.** If Customer is a Government Customer, but is not a U.S. Federal Agency or subdivision thereof, NEOGOV agrees to allow any other state agency, department, political subdivision or instrumentality of the state but in all cases located in the same state as the Customer (“Related Agency”) to purchase Services under the terms of the Services Agreement, at the Related Agency’s discretion with the following requirements, exceptions and limitations: (a) any purchases made by a Related Agency shall be transactions between the Related Agency and NEOGOV; for clarity, Customer shall not be responsible for any transactions between the Related Agency and NEOGOV, (b) the terms (including pricing) specified in the Order Forms entered into between NEOGOV and Customer shall not be incorporated into the transactions between the Related Agency and NEOGOV, and (c) the Related Agency will confirm in writing it has the authority to use the Services Agreement for the purchase and that the use of the Services Agreement for the purchase is not prohibited by law or procurement regulations or standards applicable to the Related Agency.



Exhibit B PowerEngage Platform Addendum

If Customer is purchasing the PowerEngage Platform pursuant to an Order Form, the following terms are hereby incorporated into the Services Agreement (“PowerEngage Addendum”). This PowerEngage Platform Addendum forms part of the Services Agreement, and in the case of any conflict or inconsistency between the terms and provisions of this PowerEngage Addendum and any other provision of the Services Agreement, the terms of this PowerEngage Addendum shall control.

1. **Applicability.** The provisions of this PowerEngage Addendum shall apply only if Customer has purchased the PowerEngage Platform pursuant to an Order Form.

2. **CAD/RMS Assumptions.** The parties agree that the fees specified with respect to the PowerEngage Platform on the applicable Order Form do not include any additional fees that the Customer’s CAD or RMS vendor may charge, if any. The Services Agreement and this Exhibit B is entered into with the mutual assumption that the PowerEngage Platform will be able to make a connection to Customer’s CAD or RMS replicated or reporting database directly or will be able to read from a file produced for such a purpose.

3. **CAD/RMS Provisions.** The definition of Confidential Information in Section 12 of the Services Agreement shall also include any Customer CAD and/or RMS data made available to NEOGOV in connection with the provision of the PowerEngage Platform.

4. **SOW.** NEOGOV agrees to provide the training, configuration and support services with respect to the PowerEngage Platform, and Customer acknowledges that its cooperation is required for efficient and timely implementation of the PowerEngage Platform, in accordance with the following:

PowerEngage Software

NEOGOV will be used to survey citizens that have interacted with Customer, send messages to citizens or other stakeholders and gather and report on data. Customer will be able to configure the surveys and rules based on data received from the Computer Aided Dispatch System. The results of the surveys will be stored within PowerEngage and available for display in a Feedback Board and within the analytics component called Measure. Other rules and messages can be built to be triggered to send on certain events as driven by the rules engine.

NEOGOV and Customer Responsibilities

The bullet points below outline when NEOGOV, Customer, or both NEOGOV and Customer have responsibility with respect to a particular deliverable.

1. NEOGOV will configure a tenant and telephone number group for the Customer
2. NEOGOV will schedule a 90-minute kickoff call with the Customer to review the objectives, timeline and mutual deliverables
 - Configure Customer administrator account - NEOGOV
 - Walk Customer through the survey builder - NEOGOV
 - Walk Customer through the rules builder - NEOGOV
 - Walk Customer through the Feedback Board- NEOGOV
 - Walk Customer through Activity /Survey tools- NEOGOV
 - Walk Customer through the CueHit CAD Data Agent and what is needed for the connection to CAD - NEOGOV
3. Customer will gather information needed for Surveys, Rules, Tasks and CAD/RMS Data – Customer
4. NEOGOV will coordinate a CAD/RMS Connection Workshop with Customer
 - Configure PowerEngage CAD/RMS agent- NEOGOV and Customer
 - Connect to Customer CAD/RMS Data – Customer
 - Test data – NEOGOV and Customer
5. NEOGOV will coordinate a 2-hour Survey Workshop with Customer
 - Consult on the questions to ask in a satisfaction survey (maximum of 3 to 5 questions) = NEOGOV and Customer
 - Configure the questions in the survey tool = NEOGOV and Customer
 - Configure the acceptable responses in the survey tool = NEOGOV and Customer
 - Configure additional criteria (Follow Up question only) = NEOGOV and Customer



- Send sample survey to Customer on text message = NEOGOV and Customer
 - Review in Feedback Board and Activity Screens= NEOGOV and Customer
6. NEOGOV will coordinate a 2- 4 hour Rules Workshop with Customer to jointly
- Consult on the rules for surveys and automatic text notifications = NEOGOV and Customer
 - Configure the rules and texts = NEOGOV and Customer
 - Send example encounters to test rules = NEOGOV and Customer
 - Review in Activity= NEOGOV and Customer
7. NEOGOV will coordinate a 2 Hour Task Creation and Notification Workshop with Customer to jointly:
- Configure Tasks and Task Assignments
 - Identify Personnel information needed for notifications and digest emails
 - Import Personnel information for receiving messages and emails from Customer provided .xls or .csv
8. NEOGOV will schedule a 2-hour Analytics Workshop with the Customer to review the ideas for the Dashboards to reflect the results of the surveys.
- NEOGOV will review standard visualizations and data in the dashboard
 - NEOGOV will request from the Customer, input on the data and visualization to be presented in the Measure Tool
 - Once agreed, a maximum of 1 custom visualizations will be created by NEOGOV and deployed to the Customer's environment
9. NEOGOV will train the Customer Administrators on the use of the PowerEngage configuration tools, Measure tools and Activity logs.

Support Services

Telephone Assistance. Customer will be given the telephone number for a support line and will be entitled to contact the support line during normal operating hours, (between 7:30am and 5:30pm Central Time) on regular business days, excluding NEOGOV holidays, to consult with NEOGOV technical support staff concerning problem resolution, bug reporting, documentation clarification, and general technical guidance. Assistance may include remote connectivity, modem, or electronic bulletin board.

Software Problem Reporting. Customer may submit requests to NEOGOV identifying potential problems in the PowerEngage software. Requests should be in writing and directed to NEOGOV by e-mail, or through the NEOGOV support website. NEOGOV retains the right to determine in the final disposition of all requests and will inform Customer of the disposition of each request. If NEOGOV acts upon a request, it will do so by providing a bug fix.

Scheduled Maintenance. Software may be unavailable periodically for system maintenance. Regular system maintenance includes installation of the software updates, operating system updates/patches and updates to other third-party applications as needed. Customers are notified of maintenance periods via an email message or via a banner on the main page of the PowerEngage Platform.

Exclusions from Technical Support Services:

NEOGOV shall have no support obligations with respect to any third-party hardware or software product.

Exhibit C HRIS Addendum

The following terms govern the use of the HRIS Services (the “HRIS Addendum”) as they relate to specific HRIS Services ordered by Customer in an Order Form. “HRIS Services” refers to the following SaaS Applications or any Add-Ons (defined below) or Professional Services related to such SaaS Applications: NEOGOV Core HR, NEOGOV Payroll, and NEOGOV Time and Attendance. If any provision within the HRIS Addendum directly conflicts with any other provision of the Services Agreement, the terms of this Addendum shall control.

Implementation; Add-Ons; and Configuration Limitation. Implementation of HRIS Services as detailed in the standard statement of work (“SOW”) and the mutually agreed-upon scope document (“Scope”) will proceed in accordance with the estimated implementation schedule provided by NEOGOV and as further detailed in the SOW and Scope. Implementation services not included in the SOW and Scope may be subject to additional fees. Customer acknowledges that the timeline for the implementation schedule is an estimate only and dependent on a number of variables, including but not limited to Customer’s responsiveness to NEOGOV’s requests during the implementation process and Customer’s obligation to fill out the “Implementation Workbook” to facilitate the implementation process. In the event that Customer does not order the full suite of HRIS services offered, NEOGOV may be required to generate custom feeds for Customer for an additional fee. During implementation, Customer may elect optional add-on services that supplement the SaaS Applications (the “Add-Ons”). After completion of implementation, any subsequent changes Customer requests to the configuration of the HRIS Services will be at cost.

NEOGOV will have no responsibility for nor any duty to review, verify, correct or otherwise perform any investigation as to the completeness, accuracy or sufficiency of any data or information input into the HRIS system by or on behalf of the Customer. Customer is solely responsible for ensuring that all data entered into and stored in the HRIS system is accurate and complete, and for correcting any errors or discrepancies in such data.

CORE HR and Benefits – Additional Terms

The following terms shall apply to the extent that Customer orders the NEOGOV Core HR, and HRIS Services involving benefits administration (the “Benefits Module”):

1. **Benefits Module Representative.** Customer shall designate one or more persons who shall serve as NEOGOV’s designated contact for the Benefits Module (the “Benefits Representative”). Customer represents and warrants to NEOGOV that the Benefits Representative has, and shall at all times have, the requisite authority to transmit information, directions and instructions on behalf of Customer, each “plan administrator” defined in Section 3(16)(A) of the ERISA and Section 414(g) of the Code and, if applicable, each “fiduciary” (as defined in Section 3(21) of ERISA) of each separate employee benefit plan covered by the Benefits Module (each, a “Benefit Plan”). The Benefits Representative also shall be deemed to have authority to issue, execute, grant, or provide any approvals, requests, notices, or other communications required or permitted under the Services Agreement or requested by NEOGOV in connection with the Benefits Module.
2. **Use of the Benefits Module.**
 - a) **HR Users.** Customer shall authorize an administrator to input information and access certain information relating to (i) the benefits offered by Customer and (ii) Customer’s employees/plan participants and their benefit options and elections as well as view certain personal and company information regarding company employees. The Benefits Module permits Customer’s employees/plan participants to make various benefits elections and to view and update certain personal and company information. It is Customer’s responsibility to submit instructions and information relating to the Benefits Module and to verify the accuracy and completeness of all such instructions and information submitted by Customer, employees, and plan participants.
 - b) **NEOGOV Not Fiduciary Advisor.** Customer acknowledges and agrees that, in making the Benefits Module available, NEOGOV is not acting as an investment advisor, broker-dealer, insurance agent, tax advisor, attorney or intermediary or a financial or benefit planner. NEOGOV is not providing any benefits, tax advice, or any information related thereto; Customer is responsible for making available all benefits and information related thereto referenced or included in the Benefits Module.
 - c) **NEOGOV’s Health Care Clearinghouse Status.** Customer expressly acknowledges and agrees that NEOGOV is not a “Health Care Clearinghouse”, a “Covered Entity” or a “Business Associate” within the meaning of HIPAA, and Customer shall not request or otherwise require NEOGOV to act as such. To the extent that NEOGOV is required

to enter into any additional agreement as a result of Customer's use of the Benefits module, Customer shall be responsible for any liability incurred by NEOGOV thereunder.

3. **Additional Termination Rights.** NEOGOV may terminate Core HR, the Benefits Module, or this Services Agreement immediately upon written notice to the Customer upon (a) the failure of Customer to maintain its Benefit Plan(s) in compliance with ERISA or other applicable laws or regulations or (b) NEOGOV's determination that the exercise of any of the rights granted hereunder or the continued performance by NEOGOV of its obligations under this Services Agreement would cause NEOGOV to violate any applicable international, federal, state or local law(s) and/or regulation(s).
4. **ERISA.** The terms of this Section only shall apply to the extent Customer uses services governed, in whole or in part, by the Employee Retirement Income Security Act of 1974, as amended ("ERISA")
 - a) **NEOGOV's Non-Fiduciary Status.** Customer expressly acknowledges and agrees that NEOGOV is not an "Administrator", "Plan Sponsor," or a "Plan Administrator" as defined in Section 3(16)(A) of ERISA, and Section 414(g) of the Internal Revenue Code of 1986, as amended (the "Code"), respectively, nor is NEOGOV a "fiduciary" within the meaning of ERISA Section 3(21), and Customer shall not request or otherwise require NEOGOV to act as such. NEOGOV shall not exercise any discretionary authority or control respecting management of any of Customer's benefit or welfare plans ("Plan" or "Plans") or management or disposition of any of Customer's benefit or welfare Plan assets. NEOGOV shall not render investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of any Plan, nor does NEOGOV have any authority or responsibility to do so. NEOGOV has no discretionary authority or discretionary responsibility in the administration of the Plan(s).
 - b) **Use of NEOGOV'S Name.** Customer or the Plan Administrator must obtain the prior written consent of NEOGOV to insert any references to NEOGOV or its affiliates, or to NEOGOV Services, with respect to any communication or document pertaining to a Plan prepared by Customer, or on behalf of Customer (other than documents prepared by NEOGOV), unless the reference only identifies NEOGOV as a service provider or the reference is required in a filing or document required by ERISA or any other applicable law. Without limiting the foregoing, in no event may Customer or the Plan Administrator identify or refer to NEOGOV as "administrator", "plan administrator", "third-party administrator", "plan sponsor", "fiduciary", "plan fiduciary" or similar title.
5. **Direct to Carrier Services.** Customer may elect direct to insurance carrier services (each a "Carrier Link") at its option, each for an additional cost. Reconfiguration of existing Carrier Links, establishing new Carrier Links, and additional elections are available for an additional fee and may be completed by NEOGOV at NEOGOV's then current rates. Customer may access and use the NEOGOV HRIS Services to electronically transmit employee data, including employee benefits enrollment data, to Customer's carriers or other third parties authorized by Customer. NEOGOV's ability to transmit data is subject to the provision of a current functional interface between HRIS Services and the carriers' systems. NEOGOV will not be obligated to transmit Customer's data to carriers if at any time Customer's carriers fail to provide the proper interface as solely determined by NEOGOV. If Customer requires development of any special or customized interfaces to transmit such data, all work performed by NEOGOV to create such interfaces will be at NEOGOV's then current fees for such services. NEOGOV makes no warranty that each carrier's specifications will conform with NEOGOV's current functional interfaces. In the event a carrier provides formats or specifications not supported by the NEOGOV HRIS Services, Customer will be solely responsible for transmitting the data to such carrier using an alternative system to be determined solely by Customer. Customer shall be responsible for promptly reviewing all records of transmissions to carriers and other reports prepared by NEOGOV for validity and accuracy according to Customer's records, and Customer will notify NEOGOV of any discrepancies promptly after receipt thereof.

Payroll Services – Additional Terms

The following terms shall apply to the extent that Customer orders the NEOGOV Payroll Services module:

1. **Payroll Processing and Tax Filing.** NEOGOV will deliver (i) payroll administrative services to Customer through NEOGOV's payroll software as a service (the "Payroll Module"), (ii) at Customer's election, direct deposit administration to those employees electing such service via ACH processing (collectively referred to as the "Payroll Services"), remit payroll taxes on Customer's behalf to those federal, state, and local taxing jurisdictions designated by Customer, and file related tax returns (such as remitting of payroll taxes and filing of related tax returns, the "Tax Services"). At NEOGOV's then current fees, NEOGOV may also process calendar year-end W-2 forms for Customer's employees and Forms 1099-MISC. NEOGOV will, and Customer hereby authorizes NEOGOV and Fulfillment Partners to, initiate debits or reverse wire transfers prior to each paydate for Customer's payroll ("Paydate") and credit the bank accounts of Customer's employees and others to be paid by Customer by direct deposit payment on Paydate (a "Payee"), all in compliance with the operating rules of the National Automated Clearing House Association and the terms and conditions hereof. For

purpose of clarity, the parties understand and agree that NEOGOV does not print and/or send paychecks for or on behalf of Customer.

2. Documentation and Required Information.

- a) Authorization Forms; Proof of Name. Customer will be required to complete and submit the following documents in order to use the payroll processing components of Payroll Module: (i) power of attorney forms for each jurisdiction in which Customer will use the HRIS Services (the “POA”), (ii) Authorization to Debit/Credit Bank Account(s)/Obtain Bank Account Information (the “Authorization Form”), (iii) an IRS proof of legal name/FEIN and (iv) any authorization form for Fulfillment Partner authorizing debiting and crediting Customer’s bank account.
- b) Proof of Existence. Customer will provide NEOGOV, and authorize NEOGOV to provide to Fulfillment Partner, Customer’s (i) legal name, and “doing business as” name if applicable, (ii) physical street address (not a PO Box or PMB), (iii) phone number, (iv) Primary Business Activity (Nature of Business), (v) Duns Number (if one exists), (vi) Tax ID Number, (vii) estimated transaction count and dollar volume, (viii) number of employees, and (ix) supporting evidence via (A) either certified Articles of Incorporation, IRS EIN Letter, unexpired government issued business license, trust instrument or other government-issued evidence showing legal existence, and (B) either a voided business check, copy of utility bill, other evidence of legal name, physical address, DBA Name, or Tax ID.
- c) Permitted Disclosure Authorization. Customer hereby authorizes NEOGOV to (i) provide Customer’s data to Fulfillment Partner for the purposes of performing the Payroll and Tax Services, and (ii) take such action as is necessary to perform the Payroll and Tax Services.
- d) Time and Attendance Information. Prior to commencement of Time and Attendance Services, Customer shall provide to NEOGOV all necessary information and guidance relating to its time and attendance policies and guidelines and coordinate with NEOGOV to establish standards for NEOGOV in its execution of the Time and Attendance Services. Customer agrees to promptly comply with NEOGOV’s request for such additional documentation and understands that Payroll or Tax Services may be impaired or delayed if Customer does not comply with such request.

3. Customer Obligations, Representations, and Warranties. Customer acknowledges that NEOGOV’s obligation to perform the HRIS Services is subject to Customer’s obligations, representations, and warranties. Customer represents and warrants the following:

- a) Processing Authorization. Customer authorizes NEOGOV to process payroll entries on behalf of Customer. Customer acknowledges that NEOGOV is acting solely in the capacity of data processing agent and is not a source of funds for Customer. Customer shall be liable for each payroll related transaction initiated by NEOGOV on behalf of Customer, whether by electronic entry or wire transfer. NEOGOV, or its Fulfillment Partners, electronically transmit employee data, including employee payroll data, to designated third parties, and Customer authorizes NEOGOV and its Fulfillment Partners, to provide such transmission on Customer’s behalf. Customer agrees that NEOGOV maintains specific Fulfillment Partner(s) for NEOGOV Payroll and Tax Services fulfillment during the term of and in accordance with this Services Agreement and that Customer shall not, directly or indirectly, supplement, substitute, or otherwise modify the provision of such Payroll and Tax Services without terminating this Services Agreement.
- b) Information Accuracy; Reliance; Change Notice. Customer shall input, maintain, and verify the accuracy of any and all information, including payroll and tax information, and Customer shall continually ensure that such information is kept complete, accurate, delivered on time, and up to date at all times. Customer acknowledges that NEOGOV and NEOGOV Fulfillment Partners will rely on the accuracy of this information as it performs its requested functions. NEOGOV shall not be responsible for any delays or inaccuracies in Customer’s delivery of data to NEOGOV. Customer will notify NEOGOV immediately of any change in the processing information, including the Authorization Form. Customer will also obtain a voluntary written authorization from any Payee prior to the initiation of the first credit to the account of such Payee and shall provide upon demand a copy of such written authorization to NEOGOV.
- c) Processing Deadlines. Unless otherwise agreed to by the Parties, Customer will: (a) complete and execute all required documentation so that NEOGOV or Fulfillment Partner may withdraw funds from Customer’s account to process direct deposit payrolls, (b) input or report all relevant payroll data for ACH transmissions to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) three (3) banking days prior to each Paydate, (c) input or report all other relevant payroll data to NEOGOV no later than 2:00 p.m. Pacific Standard Time (PST) two banking days prior to each Paydate, (d) have available in Customer’s bank account good, collectable funds in a sufficient amount to cover funding disbursements, checks, direct deposits, tax payments, or recurring payments to third parties no later than the opening of business (i) two banking days prior to each Paydate for debits by electronic entry, and (ii) two banking

days prior to each Paydate for funding by wire transfer, and (e) compare all reports on credits or debits initiated by Customer to NEOGOV's records and promptly notify NEOGOV of any discrepancies. In the event Customer does not meet the deadlines specified herein, NEOGOV shall make reasonable efforts to complete processing prior to the Paydate; however, NEOGOV makes no representation or warranty that payroll will process by the Paydate where Customer fails to provide all required documentation by the deadline. Additional Fees may apply for expedited processing.

- d) Customer Review. Within seven (7) business days after receipt from NEOGOV, Customer will promptly conduct a detailed review of all payroll and tax registers produced by NEOGOV or Fulfillment Partners for accuracy, validity and conformity with Customer's records. Customer will promptly notify NEOGOV of any error or omission discovered by Customer in any payroll registers, disbursement records, payroll or tax reports and documents produced by NEOGOV or Fulfillment Partners, or any discrepancy between the information provided by NEOGOV or Fulfillment Partners, and Customer's records. Customer will not rely on any record, report or document containing any discovered error, omission or discrepancy until such error, omission or discrepancy, has been corrected. Customer will be responsible for any consequences resulting from instructions Customer may give to NEOGOV or Fulfillment Partners with regard to HRIS Services or any payroll registers, disbursement records, reports and documents prepared by NEOGOV based on information provided by Customer.
 - e) Document Retention. Customer will retain copies of all information entered into or generated by the HRIS Services and Customer shall be solely responsible for maintaining such data, and all tax records, in accordance with any legal obligations.
 - f) Special Processing. Customer understands and acknowledges that administering processing dates beyond standard payroll dates, and correcting, amending, or cancelling payroll entries or mistaken reversals (collectively "Special Processing"), are complicated, highly manual, and may result in additional expenses, tax consequences, and penalties. Therefore, Special Processing may be subject to additional NEOGOV Fees.
 - g) Recovery Cooperation. Customer agrees to undertake reasonable efforts to cooperate with NEOGOV and any other parties involved in processing any transactions hereunder to recover funds credited to any employee as a result of an error made by Customer, NEOGOV, or Fulfillment Partners, or any other loss recovery efforts and in connection with any actions that the relevant party NEOGOV may be obligated to defend or elects to pursue against any third-party.
 - h) Compliance with Laws. Customer acknowledges that, in order to put into effect the Payroll Services which include ACH transactions, Customer will be the Originator of the ACH transactions and will follow and be bound by the rules for ACH Originators as adopted from time to time by the NACHA. Customer agrees that it has assumed the responsibilities of an Originator under the ACH Rules and acknowledges that entries may not be initiated in violation of the laws of the United States. Customer agrees to be compliant with laws. Customer will comply with all laws including, but not limited to, the U.S. Patriot Act, the Unlawful Internet Gambling Enforcement Act, the Bank Secrecy Act, and Anti Money Laundering laws.
4. Effect of Failed Funds. If Customer fails to pay the taxes, direct deposits, employee payments or other charges, including fees, then Customer agrees to pay NEOGOV for all costs of collection, including reasonable attorney fees, which may be associated with collection of the amounts due. NEOGOV also may, at its sole option, terminate this Services Agreement and withhold or suspend any work in progress. This is in addition to any other rights NEOGOV may have under this contract or under law. NEOGOV also reserves the rights to reverse employee transactions and /or tax payments for which funds have not been received from Customer.
 5. Rejection of Entries. NEOGOV shall reject any file or entry that does not comply with the requirements of this Services Agreement, the NACHA Rules, or uses an improper SEC Code, or if NEOGOV suspects fraud or illegal or improper activity. NEOGOV shall have no liability.
 6. Resolution of Error Exceptions. For the purposes of this Section, the term "error exception(s)" shall mean any data requirements within the HRIS Services that, based on Customer's configuration, have been assigned a severity level designation of "error"; such designation shall create a requirement for an operational task to be completed by Customer in order to proceed with Customer's processing, including processing of Customer payroll for the designated period. Failure to resolve an error exception will prevent Customer's payroll from being processed as scheduled. NEOGOV is not obligated to clear any such error on behalf of Customer.
 7. NEOGOV Errors and Omissions Warranty. NEOGOV warrants it will use commercially reasonable efforts to properly transmit the appropriate reports, data, or filings based on the information provided in Customer's HRIS Services. In

addition, NEOGOV will use commercially reasonable efforts to rectify any Customer report, data, or filing error, including any deposit, corrected or reversal debit or credit entry, for which NEOGOV is solely responsible; provided that, in each case Customer advises NEOGOV no later than ten (10) business days after the occurrence of such errors or omissions. This is Customer's sole remedy in the event of a breach of the foregoing warranty. Notwithstanding the foregoing, Customer will be solely responsible for payment of all tax penalties, interest, and additional NEOGOV fees if: (i) the penalty is the result of incorrect, inaccurate, or incomplete information Customer provides to NEOGOV, (ii) Customer has insufficient funds in Customer's designated bank account to process HRIS Services, or (iii) a party other than NEOGOV, or a NEOGOV Fulfillment Partner, fails to perform services in a timely manner.

8. Additional Liability and Warranty Limitations. NEOGOV, ITS PROVIDERS, AND FULFILLMENT PARTNERS, AND THE OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS OF EACH WILL NOT BE LIABLE UNDER ANY CIRCUMSTANCES OR UNDER ANY THEORY OF RECOVERY (WHETHER IN CONTRACT OR TORT OR OTHERWISE) FOR (i) ANY FEES, COSTS, CHARGES, OR ANY DAMAGES CAUSED BY LOST SHIPMENT OR TRANSMISSION OF CHECKS OR ANY FORM OF DISBURSEMENT INCLUDING, BUT NOT LIMITED TO, STOP PAYMENT FEES, REPRINTING OR RETRANSMISSION COSTS, SHIPPING CHARGES, OR CONSEQUENTIAL EXPENSES AND DAMAGE, (ii) ANY CHARGES, FEES, OR EXPENSES INCURRED BY CUSTOMER, CUSTOMER'S AGENTS, OR EMPLOYEES WHICH ARE DUE TO LATE PAYCHECKS, REGARDLESS OF WHETHER SUCH PAYCHECKS ARE TO BE PREPARED AND DELIVERED BY NEOGOV, FULFILLMENT PARTNERS, OR BY CUSTOMER, (iii) NON-PERFORMANCE OF HRIS SERVICES WHICH HAVE BEEN SUSPENDED DUE TO FAILURE OR DELAY IN PAYMENT OF FEES OWED UNDER THIS SERVICES AGREEMENT, AND (IV) FOR ANY DAMAGES TO CUSTOMER ARISING FROM OR IN CONNECTION WITH A DECISION BY NEOGOV TO SUBMIT FILES FOR PROCESSING AFTER CUSTOMER HAS FAILED TO CLEAR OUTSTANDING ERROR EXCEPTIONS WITHIN THE SPECIFIED DEADLINE.

9. Additional Termination Rights.
 - a) Termination for Default. Customer's breach of the NACHA Rules, violation of any applicable federal or state regulation, or failure to maintain account funding as required by this Services Agreement (and as a result any debit to Customer's account is returned), shall each constitute a default. Upon default, NEOGOV may suspend the HRIS Services or terminate this Services Agreement in a manner that permits NEOGOV to comply with the NACHA Rules. Termination is effective immediately upon written notice of such termination to Customer. The right to suspend the HRIS Services and/or terminate this Services Agreement is in addition to any other rights and remedies provided under this Services Agreement or otherwise under law.

 - b) Effect of Termination. No termination of this Services Agreement shall release Customer from any obligation to pay NEOGOV any amount that has accrued or becomes payable at or prior to the date of termination. No suspension of HRIS Services shall release Customer from any obligation to pay NEOGOV any amounts due under this Services Agreement. Customer shall not be entitled to any refund of any amounts paid to NEOGOV as a result of a termination based on Customer's default. Notwithstanding the termination of this Services Agreement, the parties shall continue to comply with the NACHA Rules with respect to transmissions pursuant to this Services Agreement.

Exhibit D
Integration Terms Addendum

NEOGOV offers integrations and platform APIs for integrations to third party systems (“Integration Services”). Customer may use only those Integration Services purchased or subscribed to as listed within the NEOGOV Order Form. The following terms (the “Integration Terms Addendum”) shall apply to the extent that Customer utilizes a system integration between the Services and either: (a) an affiliated integrated service, including those found at <https://api.neogov.com/connect/marketplace.html> and/or <https://apidocs.powerdms.com> (“Affiliated API”) or to the extent that Customer utilizes a system integration between the Services and an unaffiliated third-party service (“Customer Application”) integrated using NEOGOV’s open API (“Open API”). Integration Services are not available for HRIS Services and this Exhibit D shall not apply to HRIS Services.

1. **Provision of Integrations.** Subject to and conditioned on compliance with all terms and conditions set forth in this Agreement, NEOGOV hereby grants Customer a limited, revocable, non-exclusive, non-transferable, non-sublicensable license during the applicable Term to use and/or access the Affiliated API as described in this Agreement, or the Open API for communication between Customer’s human resource related third application(s) that will interoperate with NEOGOV Services (collectively these uses shall be referred to as the “API” or “Integration”). Customer acknowledges there are no implied licenses granted under this Agreement. NEOGOV reserves all rights that are not expressly granted. Customer may not use the API for any other purpose without our prior written consent. Customer may not share the API with any third party, must keep the API and all log-in information secure, and must use the API key as Customer sole means of accessing the API.
2. **Integration Intellectual Property.** All right, title, and interest in the API and any and all information, data, documents, materials, inventions, technologies, know-how, descriptions, requirements, plans, reports, works, intellectual property, software, hardware, systems, methods, processes, and inventions, customizations, enhancements, improvements, and other modifications based on or derived from the API are and will remain, as appropriate, with NEOGOV. All right, title, and interest in and to the third-party materials, including all intellectual property rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any third-party materials except as expressly licensed under such third-party license agreements.
3. **Integration Terms of Use.** Except as expressly authorized under this Agreement, you may not remove any proprietary notices from the API; use the API in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law; combine or integrate the API with any software, technology, services, or materials not authorized by NEOGOV; design or permit Customer Application(s) to disable, override, or otherwise interfere with any NEOGOV-implemented communications to end users, consent screens, user settings, alerts, warning, or the like; use the API in any of Customer Application(s) to replicate or attempt to replace the user experience of the Services; or attempt to cloak or conceal Customer identity or the identity of Customer Application(s) when requesting authorization to use the API.
4. **Customer Integration Responsibilities.** Customer, Customer developed web or other software services or applications, and Customer third-party vendors that integrate with the API (collectively the “Customer Applications”), shall comply with all terms and conditions of this Agreement, all applicable laws, rules, and regulations, and all guidelines, standards, and requirements that may be posted on <https://api.neogov.com/connect/index.html> and/or <https://apidocs.powerdms.com> from time to time. In addition, Customer will not use the API in connection with or to promote any products, services, or materials that constitute, promote, or are used primarily for the purpose of dealing in spyware, adware, or other malicious programs or code, counterfeit goods, items subject to U.S. embargo, unsolicited mass distribution of email (“spam”), multi-level marketing proposals, hate materials, hacking, surveillance, interception, or descrambling equipment, libelous, defamatory, obscene, pornographic, abusive, or otherwise offensive content, stolen products, and items used for theft, hazardous materials, or any illegal activities.
5. **Cooperation.** If applicable, Customer shall timely provide such cooperation, assistance, and information as NEOGOV reasonably requests to enable the API. NEOGOV is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer’s delay in performing, or failure to perform, any of its obligations under this Agreement. NEOGOV will provide Customer maintenance and support services for API issues arising from the information technology designed, developed, and under then current control of NEOGOV. NEOGOV shall have no obligation to provide maintenance or support for issues arising from the inaction or action of Customer or third parties of which are outside NEOGOV control.
6. **Provision of Open API.** In the event license fees or other payments are not due in exchange for the right to use and access the Open API, you acknowledge and agree that this arrangement is made in consideration of the mutual covenants set forth in this Agreement, including, without limitation, the disclaimers, exclusions, and limitations of liability set forth herein.

Notwithstanding the foregoing, NEOGOV reserves the right to change for access with effect from the start of each Renewal Term by giving Customer at least ninety (90) day notice prior to commencement of a Renewal Term.

7. API Key. In order to use and access the Open API, you must obtain an Open API key through the registration process. Customer agrees to monitor Customer Applications for any activity that violates applicable laws, rules and regulation, or any terms and conditions of this Agreement, including any fraudulent, inappropriate, or potentially harmful behavior. This Agreement does not entitle Customer to any support for the Open API. You acknowledge that NEOGOV may update or modify the Open API from time to time and at our sole discretion and may require you to obtain and use the most recent version(s). You are required to make any such changes to Customer Applications that are required for integration as a result of such Update at Customer sole cost and expense. Updates may adversely affect how Customer Applications communicate with the Services.
8. Efficient Processing. You must use efficient programming, which will not cause an overwhelming number of requests to be made in too short a period of time, as-determined solely by NEOGOV. If this occurs, NEOGOV reserves the right to throttle your API connections, or suspend or terminate your access to the Open API. NEOGOV shall use reasonable efforts to provide Customer notice and reasonable time to cure prior to taking such actions.
9. Open API Limitations. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL NEOGOV BE LIABLE TO CUSTOMER OR TO ANY THIRD PARTY UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY DIRECT, LOST PROFITS, LOST OR CORRUPTED DATA, COMPUTER FAILURE OR MALFUNCTION, INTERRUPTION OF BUSINESS, OR OTHER SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND ARISING OUT OF THE USE OR INABILITY TO USE THE OPEN API; OR ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF FIFTY DOLLARS, EVEN IF NEOGOV HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES AND WHETHER OR NOT SUCH LOSS OR DAMAGES ARE FORESEEABLE OR NEOGOV WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ANY CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN ONE YEAR AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.
10. Open API Termination. Notwithstanding the additional Termination rights herein, NEOGOV may immediately terminate or suspend Customer access to Open APIs in our sole discretion at any time and for any reason, with or without notice or cause. In addition, your Open API subscription will terminate immediately and automatically without any notice if you violate any of the terms and conditions of this Agreement.



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation and possible action on Emergency Funding for Legion Pool Repairs.*

ATTACHMENTS:

- Memo.Legion Pool Repair.2022 (DOCX)

CITY OF DE PERE MEMO



To: Finance/Personnel Committee
 From: Marty Kosobucki
 Date: September 13, 2022
 RE: Legion Pool -Emergency Repairs

Below is a summary of costs related to the emergency pool repair to Legion Pool at the beginning of the 2022 pool season. After filling the pool for the 2022 season, we uncovered the pool had a substantial leak. The pool ended up having two large and significant cracks in the piping system in the bottom of the pool. Both cracks were eventually located and repaired.

Carrico Aquatics	Dye Tests	2 x \$160	\$ 320
American Leak Detection	Location of leaks		\$ 1,742
Jossart Brothers	Excavation, piping repair		<u>\$11,940</u>
	And concrete		
Total			\$14,002



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: Economic Development

FROM: Daniel Lindstrom

SUBJECT: Recommendation and Possible Action for a Proposed Amendment to the Sale and Purchase Agreement With FBS Investment Group LLC.*

ATTACHMENTS:

- Bayside Agreement Amendment FP Memo Revision - 09132022 (PDF)
- 5986001D-Master Plan-C-2_SITE (PDF)

CITY OF DE PERE MEMO



To: Finance and Personnel Committee
 From: Daniel Lindstrom, Development Services Director
 Date: February 8, 2022 – REVISED September 13, 2022

RE: **Proposed Amendment to Purchase/Sale Agreement Terms FBS Investment Group LLC for an 80,000 Square Foot Manufacturing Facility**

Following discussions with Bayside Machine, the proposed plan is to construct Phase 1a and 1B of the proposed expansion. Phase two will be put on hold until a later time. Therefore, the terms of the memo are proposed to be revised and out lined in **Red**.

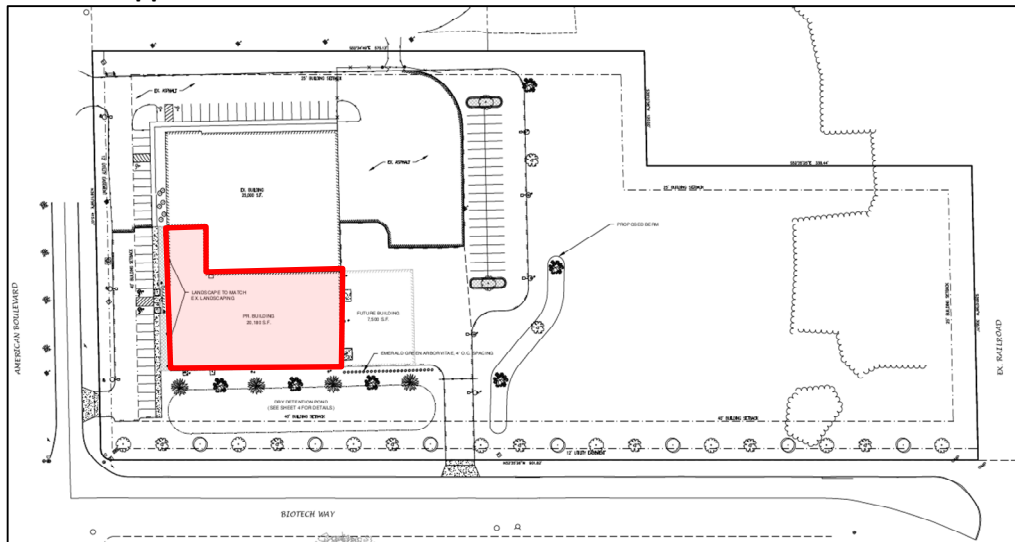
FBS Investment Group LLC (Bayside Machine), represented by Rob Salesky, worked with the City in 2019 and 2020 to acquire 3.979 acres to accommodate an expansion of the existing Bayside Machine location at 2257 American Boulevard. Part of the parent parcel WD-1138-1 was under option with the adjacent owners of Infinity Machine; therefore, the City worked with both parties to create a CSM that divided the 12-acre parcel into three separate developable parcels for each company to expand. Infinity Machine completed an expansion in early 2021; however, Bayside Machine was unable to complete its planned expansion due to COVID closures, material delays, steel price increases, and employment challenges. The expansion plan required the acquisition of City property and subsequent land combination to create one parcel. The City had to amend the TID No. 12 Boundary to facilitate the land combination. The City completed the TID Amendment in February 2020, approved the site plan in April 2020, and the City transferred the land via a land grant in March 2020. The agreement did include a PILOT agreement provision for any guaranteed assessed value shortfalls after January 1, 2021.

Since the start of the pandemic Bayside Machine incrementally expanded in a leased building in Ashwaubenon. The leased location allowed Bayside Machine to incrementally expand its operation and acquire over \$1 million of new machinery without incurring inflated construction costs. Development Services staff have been in communication with Bayside Machine over the past few years to gauge the possibility to expand and fulfill the terms of the agreement, return the 3.9 acres of land to the City, or return the cash grant and purchase the land. Bayside expressed the desire to bring both operations back to a single location. The City has an interest in developing the site as soon as possible; therefore, the City and Developer proposed to amend the existing agreement to facilitate an expansion.

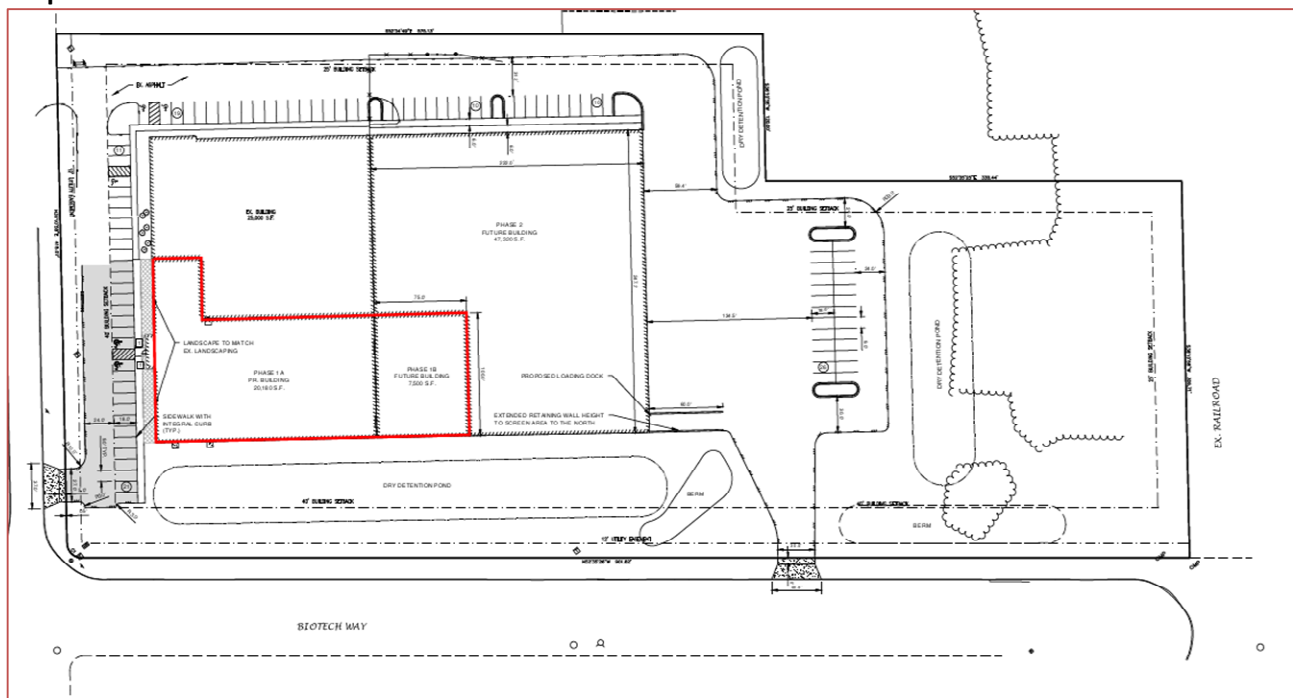


Under the existing agreement, the City was to rebate Bayside Machine two PAYGO payments totaling \$65,393. Since the project has a three-year completion delay (2021 vs 2024 assessment) – the TID is not able to fully support that level of payments in addition to the land grant. **The City has not enforced the PILOT payment requirement in the hopes to help kick start the project. The City could continue with a PAYGO grant payment if the proposed project expands to include a larger building. Therefore, Bayside Machine proposed to expand the existing agreement to now include a 27,000-square-foot warehouse and office addition and requested an amendment to the development agreement.**

Previous Approved Site



Proposed Revision



Description	Developer Agreement Revisions		
	Existing Agreement	Proposed Revision (Jan 2022)	Proposed Revision (Sept 2022)
<i>Site Plan Approval</i>	March 23, 2020	Prior to Recording Agreement	Prior to Recording Agreement
<i>Commencement of Construction</i>	First Half 2020	October 1, 2022	March 31, 2022
<i>Substantial Completion</i>	January 1, 2021	January 1, 2024	January 1, 2024
<i>Pre-Construction Value</i>	\$1,657,200 (2019)	\$1,861,400 (2021 – additional land)	\$1,861,400 (2021 – additional land)
<i>Guaranteed Value</i>	\$3,703,775	\$5,500,000	\$3,703,775
<i>Building Expansion</i>	Approximately 25,000 sq ft	Approximately 75,000 sq ft	Approximately 27,680 sq ft
<i>Property to remain taxable for the life of TID No. 12</i>	Yes	Yes (unchanged)	Yes (unchanged)
<i>Pilot Payment</i>	Yes	Yes	Yes (unchanged)
<i>Site Assembly Grant</i>	\$139,265	\$0 (to pay City \$139,265)	\$0 (to pay City \$139,265)
<i>PAYGO Grant</i>	\$65,393 over two years	\$299,265 in total property tax rebates at a 90/10 (developer/City) ratio until incentives reach \$299,265 (larger project and land grant swap)	\$205,000 in total property tax rebates at a 90/10 (developer/City) ratio until incentives reach \$205,000 (project and land grant swap)

Project 'But For' Statement

This remains unchanged from the previous agreement. Financial assistance for the project is required due to the various costs of the following:

- Cost to purchase the land behind the current building.
- Sustained elevated material costs.
- De Pere requirements to uphold building design standards on multiple street facades.
- Developing parking area on the purchased property.
- Removal of exempt wetlands in various areas to allow for adequate parking.
- Development of stormwater retaining ponds along Biotech Way to comply with code.
- The southwest building wall of the current facility will have to be transformed from an expandable sheet panel wall to a permanent structure wall.

Revised TIF Terms for Bayside Machine Expansion – Land Rebate and PAYGO:

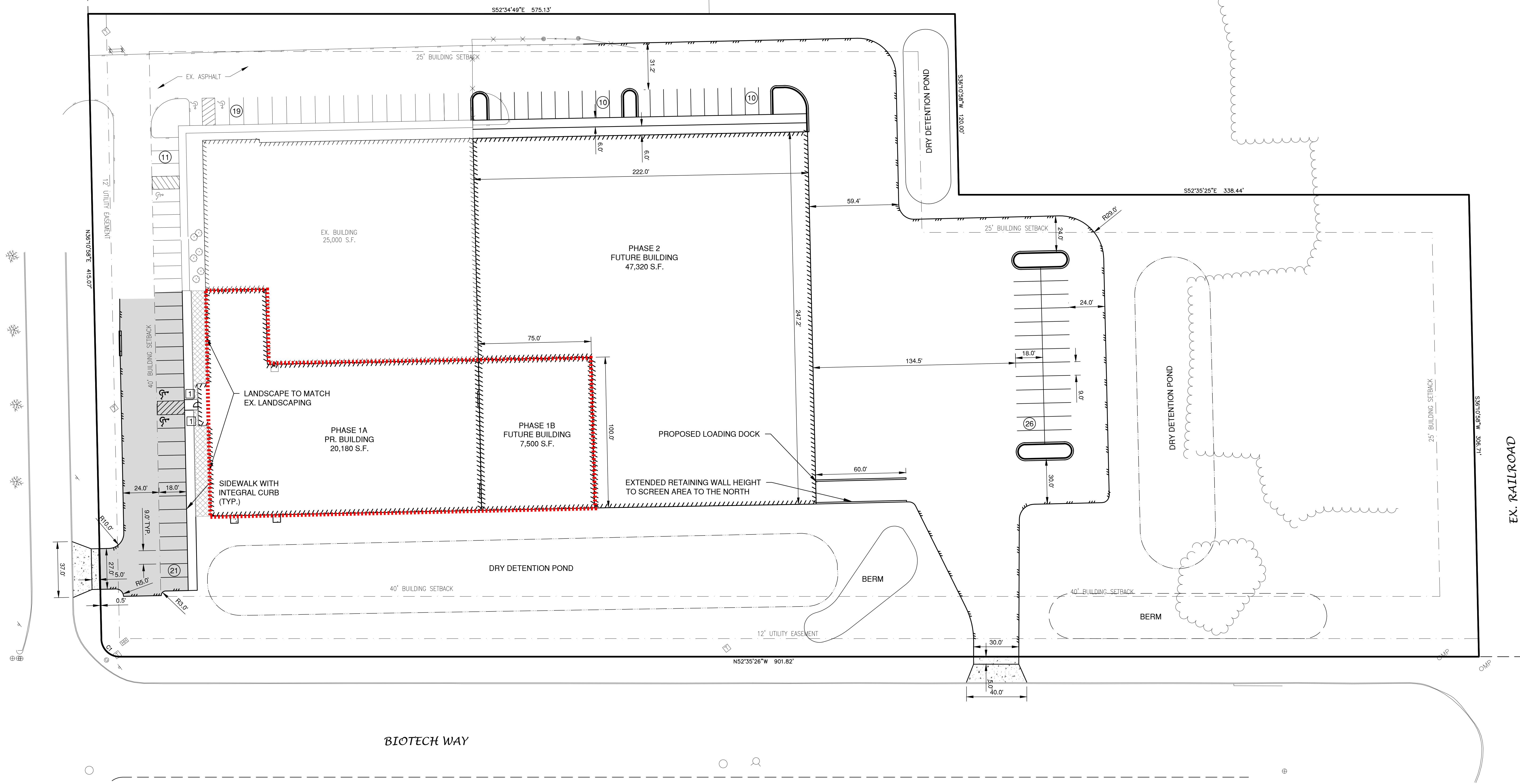
- Land Rebate: \$0.00 – Developer to repay the previous \$139,265 land grant rebate
- PAYGO Tax Incentive: \$205,000 in total PAYGO tax incentive at a 90/10 (developer/City) ratio until incentives reach \$205,000 (reduced from \$299,265 from January proposed terms)
- Guaranteed value: \$3,700,000 of which \$1,838,600 is new increment value
- PILOT Required: Payment in Lieu of Taxes is required if the assessed value falls below the guaranteed amount during the life of TID
- Guarantees minimum annual tax increment revenue value of \$35,000. The City or State shall assess the development project in accordance with the real estate valuation requirements for under Wis. Stats. The total project grant is premised upon the completed development project having an assessed value equal to the guaranteed value for real property tax purposes of not less than \$3,700,000; however, in no case shall the annual tax increment revenue be less than \$35,000 ((approximate anticipated Assessed value x current mill rate). Developer will make a Payment In Lieu Of Tax to the City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the annual tax increment revenue. First payments shall begin after receipt of taxes collected on the full/substantial completion value (i.e., construction in 2023, property valuation in 2024, and tax increment revenue collected 2025).

- Site Plan Approval: Conditioned on Plan Commission approval
- Expansion: 27,680 square feet
- Commencement of Construction: June 30, 2023
- Substantial Completion: January 1, 2024

The following reviews are anticipated for this project:

- Purchase/Sale Agreement Terms (Finance/Personnel Committee)
- Site Plan (Plan Commission)
- Amendment to Purchase Sale Agreement (Common Council)

If the Finance and Personnel Committee approves the proposed terms, the City will draft a Developer's Agreement that will be reviewed by the Common Council at a future meeting. Please contact me with any questions regarding this item.



NOTES

1. ALL DISTURBED AREAS SHALL BE TOPSOILED TO A DEPTH OF 6 INCHES, SEEDED AND MULCHED. AREA TO BE RAKED FREE OF STONES AND CLUMPS.
2. ALL PAVEMENT MARKINGS TO BE 4" PAVEMENT MARKINGS.
3. CONCRETE WORK IN THE RIGHT-OF-WAY NEEDS TO BE COMPLETED BY A LICENSED CONCRETE WORKER. CONCRETE WORKERS LICENSES CAN BE OBTAINED THROUGH DE PERE PUBLIC WORKS AT (920) 339-4061.
4. CURB CUTS ARE TO BE MADE WITH A HYDRAULIC MOUNTED CURB CUT MACHINE. BREAKING OFF THE CURB HEAD AT THE FLOW LINE WILL NOT BE PERMITTED AND WILL RESULT IN FULL CURB AND GUTTER REPLACEMENT

LEGEND

- CONCRETE PAVEMENT
- ASPHALT PAVEMENT (LIGHT) (25,581 S.F.)
- ASPHALT PAVEMENT (HEAVY) (21,060 S.F.)
- LANDSCAPE AREA
- GREEN SPACE
- TRAFFIC FLOW ARROW
- HANDICAPPED PARKING
- INDICATES NUMBER OF PARKING STALLS
- LIGHT POLE (SEE LIGHTING PLAN)

ZONING

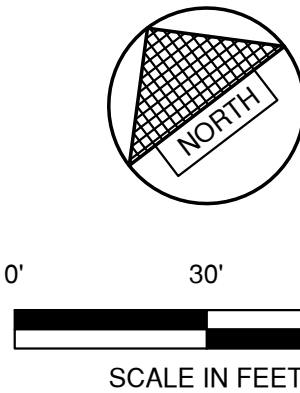
I-B-1 / I-B-2

PARCEL NO.

WD-1371

ADDRESS

2257 AMERICAN BLVD
DE PERE, WI 54115



NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	DRAWN	SITE DEVELOPMENT FOR	DATE	Robert E. Lee & Associates, Inc.	SHEET NO.
1	4/28/2020	AJB	REVISED CITY SUBMITTAL									CHECKED	BAYSIDE MACHINE CORPORATION - 2257 AMERICAN BLVD	01/20/20	ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES	1
												DESIGNED	CITY OF DE PERE	03/05/2010 MASTER PLAN	1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155	
												AJB	BROWN COUNTY, WISCONSIN	JOB NO. 03/05/2010	920-662-9641 www.releinc.com	



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: Economic Development

FROM: Daniel Lindstrom

SUBJECT: Recommendation and Possible Action for a Proposed Sale and Purchase Agreement with One Source Technology, INC/Benz Resources, LLC for 2051 Profit Place (Parcel ED-2382).*

ATTACHMENTS:

- Sale and Purchase Agreement with One Source Technology, INC - F&P Memo 09132022 (PDF)
- Draft Letter of Intent to Purchase (002) (PDF)
- Site Plan - PRELIMINARY2 - 08 Sep 2022 (PDF)
- 22-5094 220622 One Source Technologies - Render 3840x2160 (JPG)

CITY OF DE PERE MEMO

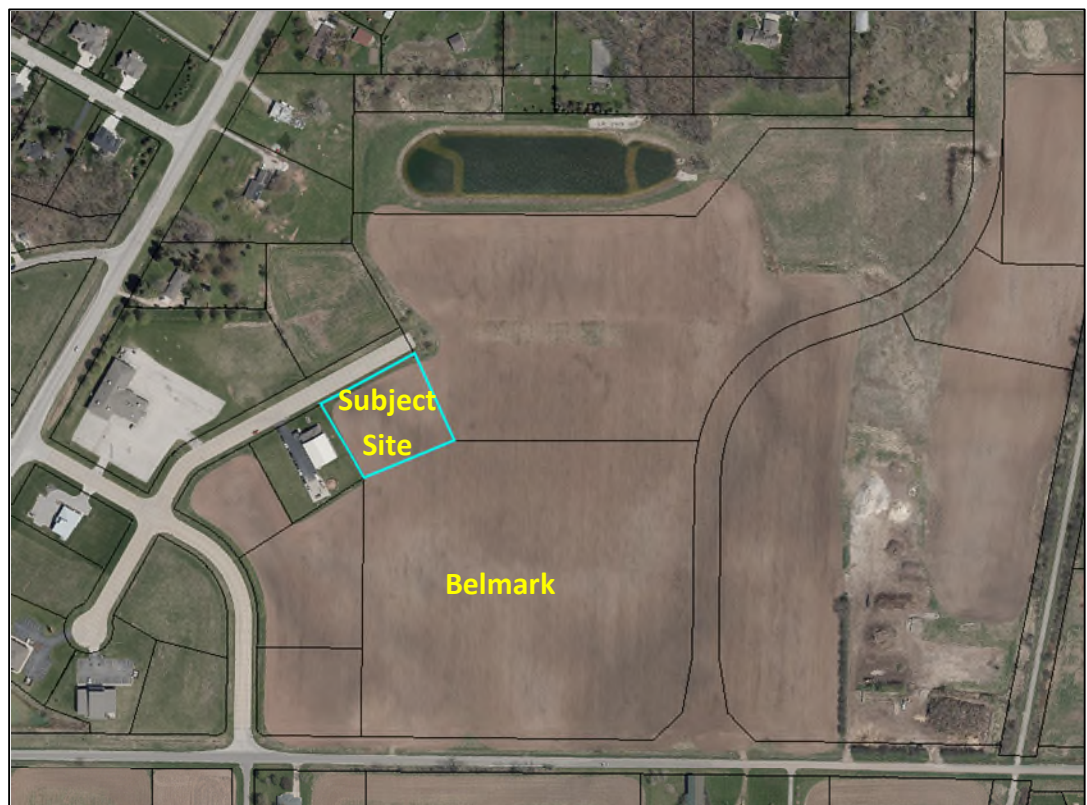


To: Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: September 13, 2022

RE: **Proposed Sale and Purchase Agreement with One Source Technology, INC/Benz Resources, LLC for 2051 Profit Place (Parcel ED-2382).**

Todd Benz, representing One Source Technologies (Developer), Inc expressed interest in acquiring parcel ED-2382 ("subject property"), a 1.5-acre parcel of property in the East Industrial Park in order to construct an 11,000 sq ft building for an office and warehouse facility for One Source Technologies. One Source Technologies specialize in providing a complete line of low voltage technology products and services; including, but not limited to: consulting, design-build, project management, and installation of voice, data, video, paging, sound, audiovisual, security, and wireless networking systems throughout the United States. They are at capacity at their current facility and were attempting to expand their operation in 2020 prior to COVID disrupting the market. One Source Technology has 28 employees and would add 10-20 more over the next year. The subject property is located on Profit Place and is part of a cluster of properties reserved for smaller office, contractor, and manufacturing uses.

Figures 1:



Requested Assistance:

The applicant provided a detailed letter outlining the total project costs of approximately \$1,805,000. However, due to material increases and interest rate increases, they are projecting a \$368,739 project gap and requested \$198,000 in project assistance in the form of land and cash grants. See the attached letter.

TIF Analysis

The City Assessor calculated the proposed value to be \$910,800. The City's greenfield development assistance (land and cash grant) typically results in 10 to 13% of the proposed assessed value; however, due to changes in the current economy that increased slightly over the past few years. For the purposes of this analysis, we assumed a \$910,000 proposed value. The City is unable to fully support the requested \$198,000 TIF assistance request. For greenfield business park development, the City limits borrowing to 10-year notes. Additionally, the east side mill rate dropped 25% in the last 5 years and that directly impacts our taxable borrowing ability. The mill rate is expected to continue to drop over the next few years. Based on those assumptions, the TID can support the \$45,000 land grant, but cannot support up to the \$153,000 borrowing. The City can support the land grant and a \$110,000 cash grant for approximately 17% of the proposed assessed value. Recently, the City has also strategically granted a higher incentive amount to entice businesses to locate in the East Business Park where the pace of development has been slower than the west side due to the further distances from the highway and delay in the South Bridge Connector project. The City made the applicant aware of the TID capacity and the applicant agreed to the proposed revised terms below.

PROPOSED DEVELOPMENT TERMS

Parcel IDs:	ED-2382
Address:	2051 Profit Place (recently assigned)
Acres:	Approximately 1.2
Purpose:	Development of an office and warehouse building for One Source Technologies.

Developer Obligations and Specific Provisions:

The Developer shall:

1. Construct an 11,000-square-foot office and warehouse facility on the subject property.
2. Construct a building in accordance with the City of De Pere Zoning Code requirements and any other requirements by the Plan Commission (landscaping, screening, façade materials, etc.) – site plan approval.
3. Guarantees minimum annual tax increment revenue value of \$15,000. The City shall assess the development project in accordance with the real estate valuation requirements for under Wis. Stats, §70.32. The total project grant is premised upon the completed development project having an assessed value equal to the guaranteed value for real property tax purposes of not less than \$910,000; however, in no case shall the annual tax increment revenue be less than \$15,000 ((approximate anticipated Assessed value x current mill rate). Developer will make a Payment In Lieu Of Tax to the City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the annual tax increment revenue.

4. Compliance with all City codes, particularly as related to design standards and landscaping.
5. Acquire City parcel ED-2382 at listed price of \$30,000/acre (estimated 1.5 acres = \$45,000).
6. Final purchase/sale agreement to be reviewed and decided upon by City Council.
7. Project completion (full assessment) by January 1, 2024.

City Obligations and Specific Provisions:

Project Incentive – Land Grant and Project/Developer Grant

1. \$45,000 Land Rebate/Land Assembly Grant at closing/transfer of the property.
2. The Project/Developer Grant of \$110,000 to be paid to the Developer to defray the costs of the development Project at the completion of the project as determined by the Director of Development Services, Zoning Administrator, and the Senior Building Inspector; however, the project grant may not be issued prior to City borrowing. Anticipated for August 2023.

Summary

Approved business park TIF funding over the past few years generally ranges from 10% to 13% of guaranteed assessed values. While the request is above the typical amount, the following specific factors that influenced the terms proposed for this project include:

1. Project is in TID No. 17, which will generate increments until 2042.
2. Increased employment opportunities in the City.
3. Project includes a minimum 11,000-square foot building but could also include an additional 8,500 square feet for future expansions.

The following reviews are anticipated for this project:

Purchase/Sale Agreement Terms (Finance/Personnel Committee - September 13, 2022)

Site Plan (Plan Commission – target date September 26, 2022)

Purchase Sale Agreement (Common Council – October/November)

If the Finance and Personnel Committee approves the proposed terms, the City will draft a Sale/Development Agreement that will be reviewed by the Common Council at a future meeting. The Development Agreement will not be finalized until required land use and site plan approvals are secured. Please contact me with any questions regarding this item.



Structured Cabling – Information Technology – Security & Safety – Building Performance

Date: May 31, 2022

To: Dan Lindstrom / Development Services Director
From: Todd W. Benz / One Source Technologies, Inc.
RE: Letter of Intent to Purchase Parcel ED-2382

Dear Dan,

My name is Todd Benz, President and owner of One Source Technologies, Inc. Along with Bayland Builders we would like to official present this letter of intent to purchase parcel ED-2382 located on Profit Place in East De Pere and to build an 11,000sq.ft. building.

One Source Technologies, Inc. was started in April of 2000 with the idea to provide superior products and services to our clients. As our mission states below, it is still our foundation today.

“To provide our valued clients and business partners with complete telecommunication highways to transmit, receive or process business critical information utilizing the most technologically advanced methodologies available.”

“To develop a highly competent team of associates and partners who continually exceed the requirements of our clients and always provide superior client services at all levels.”

“To build, maintain and expand mutually rewarding relationships between our clients, associates and owners by being the preferred value-added, full-service technology provider.”

We are committed to providing a complete line of low voltage technology products and services to our customers. These services include, but are not limited to: consulting, design-build, project management and installation of voice, data, video, paging, sound, audio visual, security and wireless networking systems throughout the United States.

Our current building located in Ashwaubenon is owned by me under a separate company, Benz Resources, LLC and rents the building to One Source in a separate rental agreement. The current building is 5,600sq.ft. and we have been at capacity for past few years. In 2019, we were looking at building a building when the interest rates and property availability were favorable but then Covid-19 came and shelved those plans. Our current and future growth strategic plan will require a new facility and therefore the idea of a new building has been brought up once again. We have looked at several options to accomplish our goals and hope that relocating to the City of De Pere is an option. We currently have 28 employees and with this new building have the potential to add 10-20 new employees with a combination of office and field personnel. Additionally, the site we are looking at will allow for up to an 8,500sq.ft. future expansion. Unfortunately, with the increase in interest rates, material and labor cost, the cost to build this building has increased by 25%-30% since Q1 of 2020. This has limited

us on what we can afford to do. With the help of City of De Pere, we would be able to complete this project and would be a win-win for all. Originally, we had budgeted \$1,100,000.00 for building at an interest of 3.5%. Our current projections are substantially higher and are asking for financial assistance in the form of land and cash grant from the City of De Pere.

Preliminary Building Cost:

- Bayland \$1,394,667.00
- Possible alternates \$7,793.00
- Electrical \$144,041.00
- LV Cabling \$33,486.00
- Security/CCTV is approximately \$20,000.00. Still finalizing the pricing
- Lot \$45,000.00. See the link for details. Lot ED-2382, 1.5 acres.
- [Rockland Rd / Destiny Dr / Profit Pl \(arcgis.com\)](#)
- Total \$1,644,987.00
- Approximately 10% contingency \$160,000.00 = \$1,804,987.00

Projected Gaps

- Difference in interest rates from 3.5% to 5.5% is \$36,736.00 over 5 years on \$1.2MM loan
- Projected material and labor increase cost and short fall is \$286,000.00
- Land cost that was not needed if we expanded at our current location is \$45,000.00
- Total project gap is \$367,739.00

Requested TIF Grant

- Land grant of parcel ED-2382 with a value of \$45,000.00
- Cash grant of \$10,000.00 to help on the additional finance expense
- Cash grant of \$143,000.00 to help cover some of the building cost improvements
- Total land and cash grant request is \$198,000.00

We feel the amount of future property taxes and employment growth will more than offset this grant.

Please review our request along with the documents provided by Bayland Builders. We hope you accept our request to build our new building and request for financial assistance to relocate to the City of De Pere and enhance the area with a superior building and well-established company.

Sincerely,
One Source Technologies, Inc.

By: Todd W. Benz
Todd W. Benz, RCDD President



BAYLAND BUILDINGS

P.O. BOX 13571 GREEN BAY, WI 54307
(920) 498-9300 FAX (920) 498-3033
www.baylandbuildings.com

DESIGN & BUILD GENERAL CONTRACTOR

PROPOSED BUILDING FOR:
ONE SOURCE
CITY, WISCONSIN; COUNTY OF:

SCALE VERIFICATION

THIS BAR MEASURES 1" ON ORIGINAL.
ADJUST SCALE ACCORDINGLY

NOTICE OF COPYRIGHT
THESE PLANS ARE COPYRIGHTED AND ARE SUBJECT TO
COPYRIGHT PROTECTION AS AN "ARCHITECTURAL WORK" UNDER
SEC. 102 OF THE COPYRIGHT ACT, 17 U.S.C. AS AMENDED
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CONSTRUCTION OR BUILDINGS BEING SEIZED AND/OR MONETARY
COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER: 22-5094

PROJECT EXECUTIVE: NICK VANLANEN
(920) 680-8110

DRAWN BY: LJP

DATE: 05-26-22

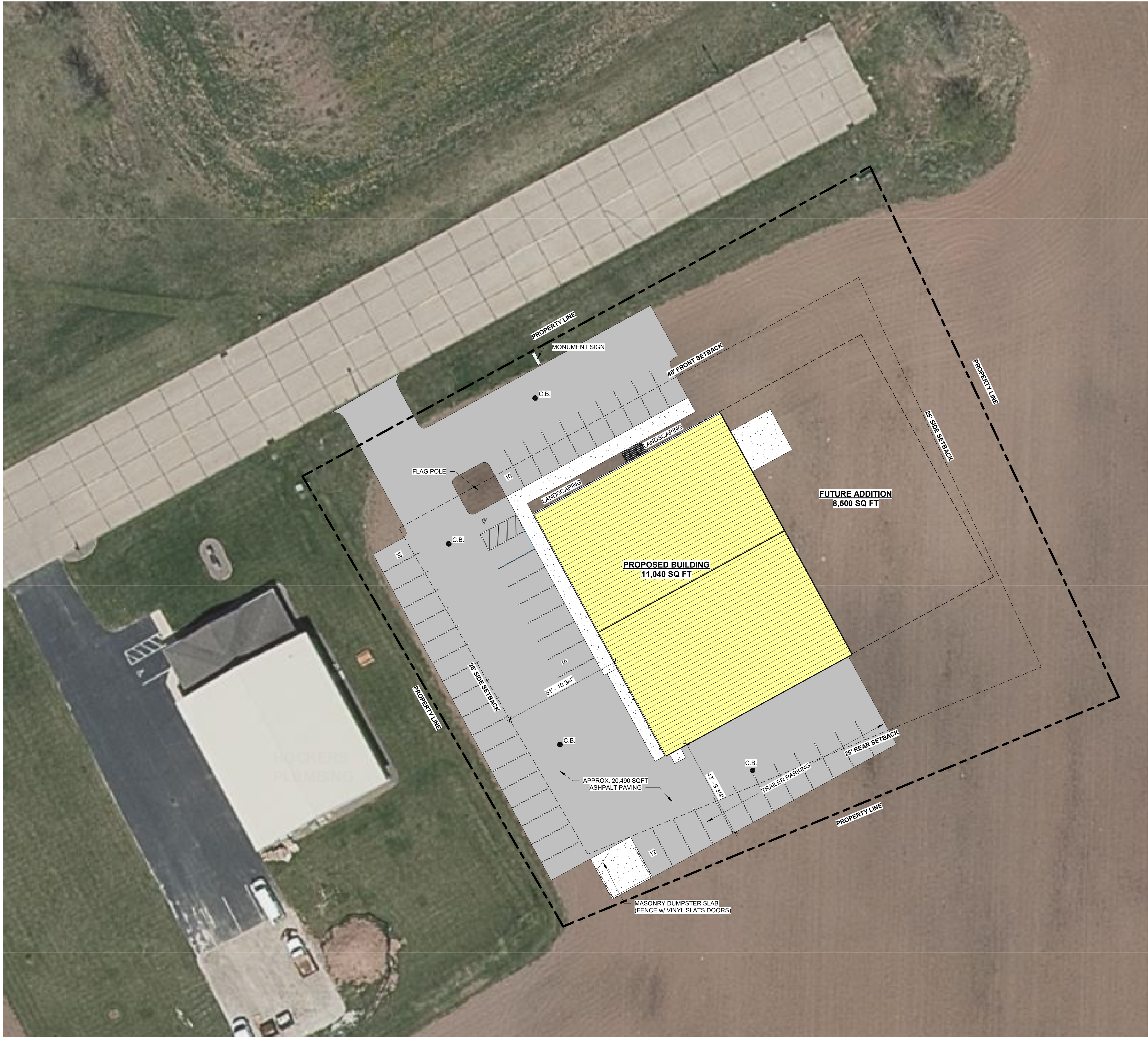
REVISIONS:

ISSUED FOR: CHECKED DATE:
BY:

- ☐ PRELIMINARY
- ☒ BID SET
- ☐ DESIGN REVIEW
- ☐ CHECKSET
- ☐ CONSTRUCTION

SITE PLAN

C1.0



SITE PLAN - OVERALL
1 / C1.0 SCALE = 1" = 20'-0"

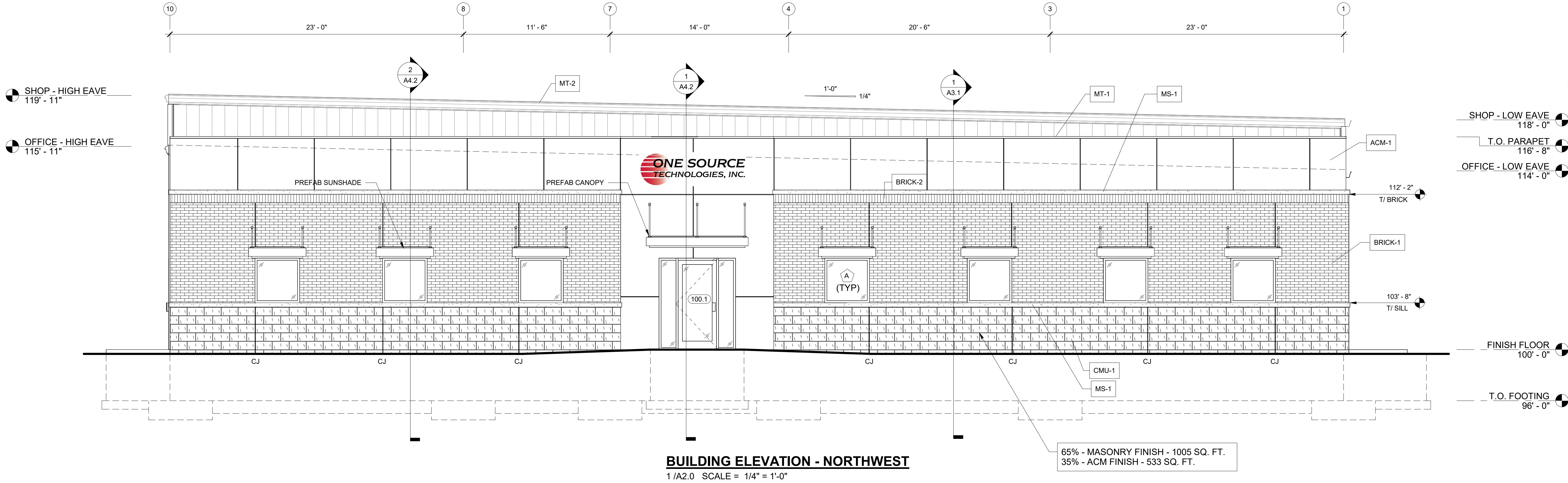




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DESIGN & BUILD GENERAL CONTRACTOR



EXTERIOR FINISH LEGEND

MARK DESCRIPTION

ACM-1

MATERIAL: ACM PANEL
SUPPLIER: VERIFY
COLOR: VERIFY
COMMENTS: VERIFY

BRICK-2

MATERIAL: 4" BRICK VENEER
METHOD: SOLDIER COURSE
SUPPLIER: VERIFY
COLOR: VERIFY
COMMENTS: VERIFY

CMU-1

MATERIAL: 4" SPLIT-FACE VENEER
METHOD: RUNNING BOND
SUPPLIER: VERIFY
COLOR: VERIFY
COMMENTS: VERIFY

MT-2

MATERIAL: PRE-FINISHED TRIM
SUPPLIER: VARCO PRUDEN
COLOR: VERIFY
COMMENTS: VERIFY

SSR-1

MATERIAL: STANDING SEAM ROOF PANEL
SUPPLIER: VARCO PRUDEN
COLOR: VERIFY
COMMENTS: VERIFY

BRICK-1

MATERIAL: 4" BRICK VENEER
METHOD: RUNNING BOND
SUPPLIER: VERIFY
COLOR: VERIFY
COMMENTS: VERIFY

MS-1

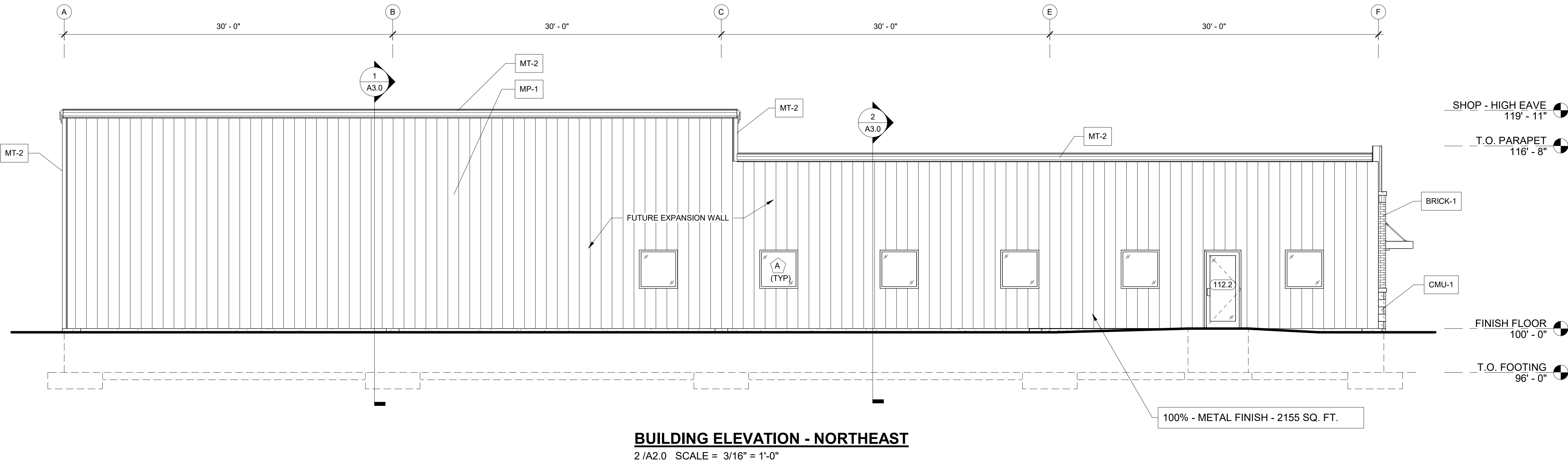
MATERIAL: 4" PRECAST SILL
SUPPLIER: VERIFY
COLOR: VERIFY
COMMENTS: VERIFY

MT-1

MATERIAL: PRE-FINISHED TRIM
SUPPLIER: VERIFY
COLOR: VERIFY
COMMENTS: VERIFY

MP-1

MATERIAL: PRE-FINISHED METAL PANEL
SUPPLIER: VARCO PRUDEN
COLOR: VERIFY
COMMENTS: VERIFY



PROPOSED BUILDING FOR:

ONE SOURCE
TECHNOLOGIES

DE PERE, WI; BROWN COUNTY

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COMPENSATION TO BAYLAND BUILDINGS, INC.

JOB NUMBER: 22-5094

PROJECT EXECUTIVE: NICK VANLANEN
(920) 680-8110

DRAWN BY: AJR

DATE: 08/24/2022

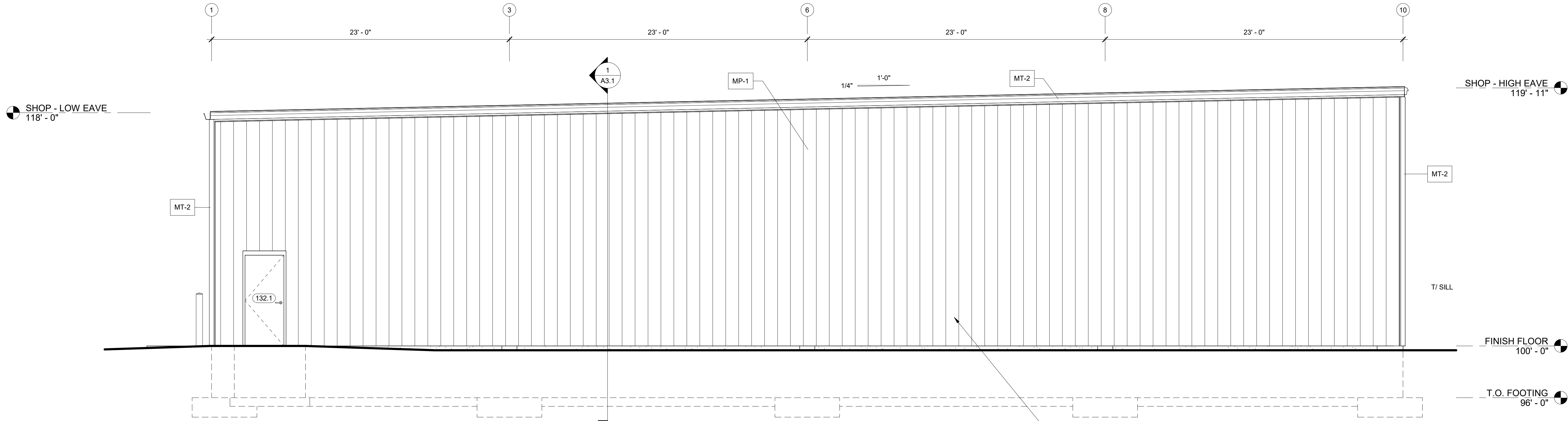
REVISIONS:

ISSUED FOR: CHECKED DATE:
BY:

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EXTERIOR ELEVATIONS

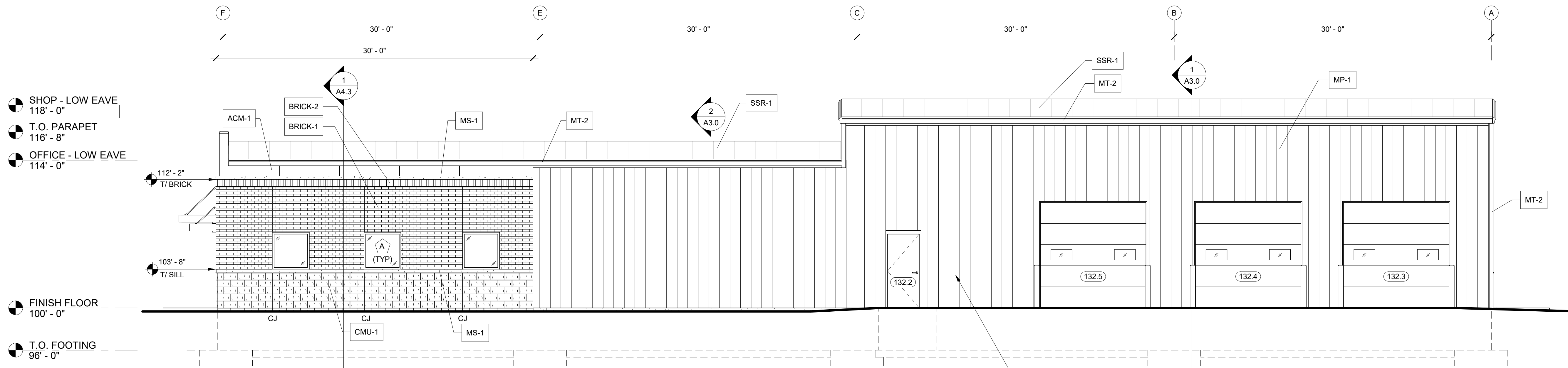
A2.0



BUILDING ELEVATION - SOUTHEAST
1/A2.1 SCALE = 1/4" = 1'-0"

EXTERIOR FINISH LEGEND

MARK	DESCRIPTION								
ACM-1	MATERIAL: ACM PANEL SUPPLIER: VERIFY COLOR: VERIFY COMMENTS: VERIFY	BRICK-2	MATERIAL: 4" BRICK VENEER METHOD: SOLDIER COURSE SUPPLIER: VERIFY COLOR: VERIFY COMMENTS: VERIFY	CMU-1	MATERIAL: 4" SPLIT-FACE VENEER METHOD: RUNNING BOND SUPPLIER: VERIFY COLOR: VERIFY COMMENTS: VERIFY	MT-2	MATERIAL: PRE-FINISHED TRIM SUPPLIER: VARCO PRUDEN COLOR: VERIFY COMMENTS: VERIFY	SSR-1	MATERIAL: STANDING SEAM ROOF PANEL SUPPLIER: VARCO PRUDEN COLOR: VERIFY COMMENTS: VERIFY
BRICK-1	MATERIAL: 4" BRICK VENEER METHOD: RUNNING BOND SUPPLIER: VERIFY COLOR: VERIFY COMMENTS: VERIFY	MS-1	MATERIAL: 4" PRECAST SILL SUPPLIER: VERIFY COLOR: VERIFY COMMENTS: VERIFY	MT-1	MATERIAL: PRE-FINISHED TRIM SUPPLIER: VERIFY COLOR: VERIFY COMMENTS: VERIFY	MP-1	MATERIAL: PRE-FINISHED METAL PANEL SUPPLIER: VARCO PRUDEN COLOR: VERIFY COMMENTS: VERIFY		



BUILDING ELEVATION - SOUTHWEST
2/A2.1 SCALE = 3/16" = 1'-0"

PROPOSED BUILDING FOR:
**ONE SOURCE
TECHNOLOGIES**
DE PERE, WI; BROWN COUNTY

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ADJUST SCALE ACCORDINGLY

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JOB NUMBER: 22-5094

PROJECT EXECUTIVE: NICK VANLANEN
(920) 680-8110

DRAWN BY: AJR

DATE: 08/24/2022

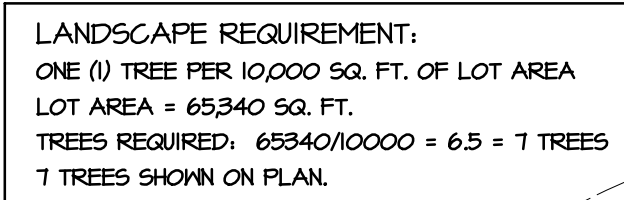
REVISIONS:

ISSUED FOR: CHECKED DATE:
BY:

- ☐ PRELIMINARY
- ☐ BID SET
- ☐ DESIGN REVIEW
- ☐ CHECKSET
- ☒ CONSTRUCTION

EXTERIOR ELEVATIONS

A2.1



PLANT SCHEDULE (AT BUILDING)			SHRUBS
KEY	BOTANICAL NAME COMMON NAME	PLANT SIZE	QUANTITY
○	POTENTILLA FRUTICOSA 'GOLDFINGER' GOLDFINGER POTENTILLA	3 GAL.	6
●-HA	THUJA OCCIDENTALIS 'HETZ MIDGET' HETZ MIDGET ARBORVITAE	5 GAL.	5
×	SPIREA x BUMALA 'GOLDFLAME' GOLDFLAME SPIREA	3 GAL.	8

SYM.	COMMON NAME	LATIN NAME	QTY.	COND.	SIZE	REMARKS
 HL	HONEY LOCUST	GLEDITSIA TRIACANTHOS	4	B&B	1 1/4"	ALL PLANT MATERIAL SHALL CONFORM TO "AMERICAN STANDARDS FOR NURSERY STOCK"
 L	LINDEN (BASSWOOD)	TILIA SPP.	3	B&B	4'	
 JB	JAPANESE BARBERRY	BERBERIS THUNBERGII "CRIMSON PYGMY"	1	2 GAL	2'-3'	
 AA	AMERICAN ARBORVITAE	THUJA OCCIDENTALIS	13	B&B	5'	





City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Review and possible action on City of De Pere Investments and Cash Detail report for June and July, 2022.

ATTACHMENTS:

- Jun & July 2022 Investment Memo - 9.13.22 (PDF)
- Jun & Jul 2022 Cash and Investments Schedule 9.13.22.doc (PDF)

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: September 8, 2022
Subject: Cash and Investments Reports for June and July, 2022

I have attached a summary of the City's Cash and Investments for your information and review for the months of June and July, 2022. I have also attached last year's monthly summary of the accounts from January 1 to December 31, 2021 so you can see comparable activity throughout the course of the year for all accounts. As you can see, the City investments return decreased year to date to \$307,809 in June and improved slightly year to date to \$251,955 in July in market value for the year through July 31, 2022. For your information, our budgeted annual amount for general fund investment income for 2022 is \$100,000. The LGIP investment account increased over \$6,443,943 in June and July of 2022 which included receipt of ARPA funds of \$1,306,786 in June and July state computer and cable aids of \$380,176, transportation aids of \$367,677, state fire dues payment of \$103,800 and shared revenues of \$428,449. The LGIP investment account also received \$3,834,011 of state property tax credits in July which are then paid to Brown County as part of the tax settlement in August. Our Associated Money Market decreased roughly \$3 million in June and July of 2022 due to payments for payroll and accounts payable. Feel free to contact me should you have any questions on this.

DE PERE CASH AND INVESTMENTS SUMMARY

June 30, 2022

CASH ACCOUNTS	
CHECKING ACCOUNTS	BALANCE
CITY CHECKING	\$ 2,289,596.82
HEALTH CHECKING	\$ 1,932,450.88
DENTAL CHECKING	\$ 76,231.42
SUBTOTAL	\$ 4,298,279.12
TOTAL CASH	\$ 4,298,279.12

INVESTMENTS			
	BALANCE	INTERST AND APPRECIATION	ANNUALIZED RATE OF RETURN
LGIP	\$ 10,327,894.63	\$ 16,471.71	0.37%
ASSOCIATED BANK TRUST	\$ 4,912,204.19	\$ (165,825.88)	-6.53%
CHARLES SCHWAB INVESTMENTS	\$ 6,188,228.26	\$ (171,154.19)	-5.38%
MONEY MARKET	\$ 6,200,046.32	\$ 12,698.91	0.62%
TOTAL INVESTMENTS	\$ 27,628,373.40	\$ (307,809.45)	
TOTAL CASH AND INVESTMENTS	\$ 31,926,652.52		

NOTE: The City budgeted \$100,000 for general fund revenues in the 2022 Adopted Budget.

DE PERE CASH AND INVESTMENTS SUMMARY

July 31, 2022

CASH ACCOUNTS

CHECKING ACCOUNTS	BALANCE
CITY CHECKING	\$ 822,949.66
HEALTH CHECKING	\$ 1,954,331.82
DENTAL CHECKING	\$ 80,211.31
SUBTOTAL	\$ 2,857,492.79
TOTAL CASH	\$ 2,857,492.79

INVESTMENTS

	BALANCE	INTERST AND APPRECIATION	ANNUALIZED RATE OF RETURN
LGIP	\$ 15,457,457.14	\$ 31,920.85	0.54%
ASSOCIATED BANK TRUST	\$ 4,931,903.14	\$ (146,126.93)	-4.93%
CHARLES SCHWAB INVESTMENTS	\$ 6,204,320.19	\$ (155,062.26)	-4.18%
MONEY MARKET	\$ 6,204,659.81	\$ 17,312.40	0.88%
TOTAL INVESTMENTS	\$ 32,798,340.28	\$ (251,955.94)	
TOTAL CASH AND INVESTMENTS	\$ 35,655,833.07		

NOTE: The City budgeted \$100,000 for general fund revenues in the 2022 Adopted Budget.

DE PERE CASH AND INVESTMENT YEARLY SUMMARY
July 31, 2022

	31-Jan-2022	28-Feb-2022	31-Mar-2022	30-Apr-2022	31-May-2022	30-Jun-2022
CHECKING ACCOUNTS						
CITY CHECKING	1,882,432.25	1,656,061.96	1,252,891.03	1,426,451.35	1,536,669.18	2,289,596.82
HEALTH CHECKING	2,055,650.69	1,940,553.16	1,916,059.42	1,899,131.96	1,909,738.45	1,932,450.88
DENTAL CHECKING	76,478.58	77,741.34	79,124.80	81,774.28	78,088.86	76,231.42
SUBTOTAL	\$ 4,014,561.52	\$ 3,674,356.46	\$ 3,248,075.25	\$ 3,407,357.59	\$ 3,524,496.49	\$ 4,298,279.12
TOTAL CASH	\$ 4,014,561.52	\$ 3,674,356.46	\$ 3,248,075.25	\$ 3,407,357.59	\$ 3,524,496.49	\$ 4,298,279.12
INVESTMENTS						
LGIP	8,036,518.10	7,437,020.05	8,496,842.98	8,866,665.54	9,013,513.87	10,327,894.63
ASSOCIATED BANK TRUST	5,035,698.64	5,015,530.03	4,940,436.94	4,910,138.71	4,939,133.74	4,912,204.19
CHARLES SCHWAB INVESTMENTS	6,330,928.23	6,300,725.14	6,239,753.59	6,207,989.76	6,213,759.36	6,188,228.26
MONEY MARKET	18,842,507.70	12,690,550.12	11,691,830.39	10,192,939.12	9,195,922.20	6,200,046.32
TOTAL INVESTMENTS	\$ 38,245,652.67	\$ 31,443,825.34	\$ 31,368,863.90	\$ 30,177,733.13	\$ 29,362,329.17	\$ 27,628,373.40
TOTAL CASH AND INVESTMENTS	\$ 42,260,214.19	\$ 35,118,181.80	\$ 34,616,939.15	\$ 33,585,090.72	\$ 32,886,825.66	\$ 31,926,652.52

	31-Jul-2022	31-Aug-2022	30-Sep-2022	31-Oct-2022	30-Nov-2022	31-Dec-2022
CHECKING ACCOUNTS						
CITY CHECKING	822,949.66	-	-	-	-	-
HEALTH CHECKING	1,954,331.82	-	-	-	-	-
DENTAL CHECKING	80,211.31	-	-	-	-	-
SUBTOTAL	\$ 2,857,492.79	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CASH	\$ 2,857,492.79	\$ -	\$ -	\$ -	\$ -	\$ -
INVESTMENTS						
LGIP	15,457,457.14	-	-	-	-	-
ASSOCIATED BANK TRUST	4,931,903.14	-	-	-	-	-
CHARLES SCHWAB INVESTMENTS	6,204,320.19	-	-	-	-	-
MONEY MARKET	6,204,659.81	-	-	-	-	-
TOTAL INVESTMENTS	\$ 32,798,340.28	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL CASH AND INVESTMENTS	\$ 35,655,833.07	\$ -	\$ -	\$ -	\$ -	\$ -

DE PERE CASH AND INVESTMENT YEARLY SUMMARY
December 31, 2021

	31-Jan-2021	28-Feb-2021	31-Mar-2021	30-Apr-2021	31-May-2021	30-Jun-2021
CHECKING ACCOUNTS						
CITY CHECKING	2,331,022.04	622,001.07	1,751,077.31	1,053,658.55	823,811.66	159,026.31
HEALTH CHECKING	2,381,833.73	2,382,587.48	2,266,097.52	2,513,911.76	2,442,426.74	2,257,079.41
DENTAL CHECKING	61,720.12	65,793.24	55,511.60	72,493.72	71,018.59	71,572.27
SUBTOTAL	\$ 4,774,575.89	\$ 3,070,381.79	\$ 4,072,686.43	\$ 3,640,064.03	\$ 3,337,256.99	\$ 2,487,677.99
RESTRICTED						
WATER BOND MM	212,746.68	212,771.16	212,798.27	212,824.50	212,847.24	212,868.23
SUBTOTAL	\$ 212,746.68	\$ 212,771.16	\$ 212,798.27	\$ 212,824.50	\$ 212,847.24	\$ 212,868.23
TOTAL CASH	\$ 4,987,322.57	\$ 3,283,152.95	\$ 4,285,484.70	\$ 3,852,888.53	\$ 3,550,104.23	\$ 2,700,546.22
INVESTMENTS						
LGIP	14,005,155.49	14,932,003.97	13,684,325.96	8,532,120.21	7,691,508.67	8,998,581.68
ASSOCIATED BANK TRUST	5,090,384.50	5,092,253.12	5,091,028.45	5,101,344.27	5,107,360.65	5,103,518.76
CHARLES SCHWAB INVESTMENTS	6,376,185.39	6,364,936.76	6,372,504.48	6,384,748.23	6,385,186.86	6,378,376.40
MONEY MARKET	27,440.86	27,444.02	27,447.52	27,450.90	27,453.83	27,456.54
TOTAL INVESTMENTS	\$ 25,499,166.24	\$ 26,416,637.87	\$ 25,175,306.41	\$ 20,045,663.61	\$ 19,211,510.01	\$ 20,507,933.38
TOTAL CASH AND INVESTMENTS	\$ 30,486,488.81	\$ 29,699,790.82	\$ 29,460,791.11	\$ 23,898,552.14	\$ 22,761,614.24	\$ 23,208,479.60

	31-Jul-2021	31-Aug-2021	30-Sep-2021	31-Oct-2021	30-Nov-2021	31-Dec-2021
CHECKING ACCOUNTS						
CITY CHECKING	669,513.93	5,185,089.85	767,962.29	1,177,465.91	1,121,443.34	698,333.09
HEALTH CHECKING	2,137,820.32	2,201,756.16	74,134.00	2,180,493.68	2,212,728.37	2,188,211.99
DENTAL CHECKING	71,327.28	71,277.13	2,169,637.44	76,145.39	78,237.64	72,478.76
SUBTOTAL	\$ 2,878,661.53	\$ 7,458,123.14	\$ 3,011,733.73	\$ 3,434,104.98	\$ 3,412,409.35	\$ 2,959,023.84
RESTRICTED						
WATER BOND MM	212,889.92	212,911.62	212,932.62	212,954.32	212,971.82	-
SUBTOTAL	\$ 212,889.92	\$ 212,911.62	\$ 212,932.62	\$ 212,954.32	\$ 212,971.82	\$ -
TOTAL CASH	\$ 3,091,551.45	\$ 7,671,034.76	\$ 3,224,666.35	\$ 3,647,059.30	\$ 3,625,381.17	\$ 2,959,023.84
INVESTMENTS						
LGIP	12,313,429.27	5,959,824.53	3,960,047.45	13,277,053.10	9,667,924.32	7,668,380.45
ASSOCIATED BANK TRUST	5,102,473.14	5,104,975.54	5,098,389.98	5,086,792.43	5,085,108.03	5,078,030.07
CHARLES SCHWAB INVESTMENTS	6,389,315.23	6,380,939.85	6,378,209.02	6,372,888.06	6,359,382.45	6,359,382.45
MONEY MARKET	27,459.34	27,462.14	27,464.85	27,467.65	27,470.36	14,814,830.53
TOTAL INVESTMENTS	\$ 23,832,676.98	\$ 17,473,202.06	\$ 15,464,111.30	\$ 24,764,201.24	\$ 21,139,885.16	\$ 33,920,623.50
TOTAL CASH AND INVESTMENTS	\$ 26,924,228.43	\$ 25,144,236.82	\$ 18,688,777.65	\$ 28,411,260.54	\$ 24,765,266.33	\$ 36,879,647.34



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: City Attorney

FROM: Kristen Johnson

SUBJECT: Discussion on Panhandling.

ATTACHMENTS:

- Mayor & FP - Panhandling Update
- Mayor & F-P Memo 12-10-19 Ordinance Repeal 2019 (PDF)
- Panhandling Attachment - Madison Ordinance (DOCX)

CITY OF DE PERE MEMO



To: Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Judith Schmidt-Lehman, City Attorney
RE: Recommendation to Repeal Certain City Ordinances
Date: December 10, 2019 (meeting date)

Yearly, the law department keeps track of city ordinances in need of amending or repeal to address changes in the law. For the reasons set forth below, we are recommending repeal of the Panhandling/Aggressive Panhandling and Social Host ordinances.

§8-11; Panhandling/Aggressive Panhandling Ordinance.

Federal courts have determined that panhandling ordinances are unconstitutional as content based speech regulations, including the 7th Circuit Court of Appeals, which governs Wisconsin.¹ Many courts (although none yet with jurisdiction over Wisconsin) are also determining that aggressive panhandling ordinances are likewise suspect under the United States Constitution, making uncertain whether the city's ordinance prohibiting aggressive panhandling is enforceable.

The city's ordinance defines "aggressive" panhandling as:

*...engaging in any conduct with the intention of intimidating another person into giving away money or goods, including but not limited to, intentionally approaching, speaking to or following a person in a manner that would cause a reasonable person to fear imminent physical injury or the imminent commission of a criminal act upon the person or upon the property in the person's immediate possession; intentionally touching another person without consent; or intentionally blocking or interfering with the free passage of a person.*²

The Police Chief reports no record of any citations for this type of activity since the ordinance was adopted in 2010. If the Committee/Council believes it important to protect the public against this type of conduct, we suggest that the Council simply adopt a prohibition against assaultive behavior. Under common law,³ an assault is defined as:

¹ *Norton v. City of Springfield*, 806 F.3d 411 (2015)

² §8-11(a)(1) De Pere Municipal Code

³ Wisconsin Law no longer has "assault" as a criminal offense; hence a common law definition is used

*(t)he threat or use of force on another that causes that person to have a reasonable apprehension of imminent harmful or offensive contact; the act of putting another person in reasonable fear or apprehension of an imminent battery...*⁴

Adoption of a prohibition against an assault without any reference to the purpose or motive of the assault should remove any constitutional concerns.

§8-23: Social Host Alcohol Regulations.

In 2009 (amended 2012), the city (along with many other municipalities) adopted an ordinance to hold adults accountable for underage alcohol consumption which the adult property owners/renters knew or should have known was taking place on property under their control. These types of ordinances were determined in 2016 by the Wisconsin Court of Appeals to violate Wisconsin law as not being strictly in line with then current state alcohol regulations. The Wisconsin legislature has since revised state law to include social host liability. City ordinances already adopt by reference the statute that was revised, so there is no need to adopt any new regulation. The only action needed at this point is to repeal the non-conforming city ordinance.

If you have any questions ahead of the December 10, 2019 meeting, please call me at 339-4042.

J:\Law\Memos\2019\Mayor & F-P Memo 12-10-19 Ordinance Repeal 2019.docx

⁴ Blacks Law Dictionary, 9th Ed.

12.325 ENTERING OR STAYING UPON HIGHWAYS RESTRICTED.

- (1) Purpose. Pedestrians are increasingly using highways in ways for which the roads were not designed. These uses include approaching vehicles when in use or staying upon medians for purposes other than crossing the highway. These activities create safety hazards for pedestrians and distract drivers, making automobile crashes more likely. This ordinance is designed to decrease the safety hazards by restricting such activity. These safety concerns are most acute on the busiest streets within the City of Madison, identified as arterial streets or highways, and some streets intersecting with those arterial streets. This ordinance applies to those "covered highways" identified in sub. (7) herein.

- (2) Definitions. As used in this ordinance,

"Covered Highway" is defined in sub. (7) herein.

A vehicle is "in operation" when it has an operator, as defined in Wis. Stat. § 340.01(41).

A "median" is a paved or unpaved area dividing a street or highway that separates lanes of traffic traveling in opposite directions, or in the case of left or right hand turn lanes, vehicles traveling in the same direction.

- (3) No person, other than a person in or on a vehicle, shall be on a covered highway listed in sub. (7) and approach any vehicle in operation, except a vehicle that is legally parked at the curb or the shoulder.
- (4) No person shall be upon a median of a covered highway listed in sub. (7) unless that person is in the process of crossing the highway in a safety zone or crosswalk. It is prima facie evidence of a violation of this section if a person stays on the median through two consecutive opportunities to cross the highway in a legal manner under this Chapter and the state traffic laws adopted herein.

This may include a change in the traffic control signal or lack of traffic, as applicable. After such two consecutive opportunities, such person shall not be considered to be "using the safety zone or crosswalk to cross the highway" for purposes of the exception in sub. (6)(b).

- (5) No operator of a vehicle shall park, stop or leave standing a vehicle on a covered highway listed in sub. (7) where prohibited or suddenly decrease the speed of said vehicle or deviate from a traffic lane for the purpose of responding to persons violating subs. (3) or (4).
- (6) Exceptions. This ordinance does not apply to (a) persons on the sidewalk, (b) persons using the safety zone or crosswalk to cross the highway, (c) persons engaged in law enforcement or rescue activities, including providing assistance to an injured or disabled vehicle or person, (d) persons entering a vehicle as an invited passenger where it is lawful to do so, including activity permitted under Wis. Stat. § 346.29(1) (taxis), (e) persons engaged in repair or maintenance activities on the highway under the direction or authority of the City of Madison or the State of Wisconsin; or (f) streets or portions thereof that have been closed pursuant to a street use permit or other express authorization from the City.
- (7) Covered Highways. This ordinance applies only to covered highways, which are those highways or portions of highways listed in subs. (a) and (b) below:

- (a) The following highways are designated as arterial streets, the streets and highways within the City of Madison that have the most traffic, and are covered highways under this ordinance:

Aberg Ave

Allen Blvd

Agriculture Dr

American Pkwy

Anderson St
Atwood Ave
Bassett St
Beltline Hwy
Blair St
Brandt Rd-CTH AB
Broom St (Between John Nolen Dr & Gorham St)
W Broadway
Buckeye Rd
Campus Dr
Commercial Ave
Cottage Grove Rd
Dayton St (Between N Hamilton & State St)
Doty St
Dutch Mill Rd
E & W Johnson St
E Springs Dr (Between E Washington & High Crossing Blvd)
E Washington Ave
Eastwood Dr
Fair Oaks Ave
Fairchild St
Femrite Dr
First St
Fish Hatchery Rd
Fordem Ave
N & S Gammon Rd
Gorham St
Hamilton St (Between Wilson St & Doty St)
Highland Ave
High Crossing Blvd
Hoepker Rd
I 39-90-94
International Ln
John Nolen Dr

Junction Rd
Lien Rd (Between Theier Rd & Thompson Dr)
Little St
Maple Grove Dr
Marsh Rd
McKee Rd
McKenna Blvd (Between Gammon Rd & Putnam)
Midtown Rd (Between S Gammon Rd & Woods Rd)
Midvale Blvd
Milwaukee St (Between E Washington & Swanton Rd)
Mineral Point Rd
Monona Dr
Monroe St
Moorland Rd
Nakoma Rd
Nelson Rd
North Shore Dr
Northport Dr
Odana Rd
Old Middleton Rd
Old Sauk Rd
Olin Ave
Packers Ave
Park St
Pennsylvania Ave
Pflaum Rd (Between Monona Dr & Agriculture Dr)
Pleasant View Rd
Proudfit St
Putnam (Between McKenna Blvd & Maple Grove Dr)
Randall (Between Monroe & University)
Raymond Rd
Regent St
Reiner Rd
Rimrock Rd

Schroeder Rd
 Seminole Hwy
 N Sherman Ave (Between Fordem & Northport Dr)
 Siggelkow Rd (Between Stoughton Rd & Holscher Rd)
 South Towne Dr
 Speedway Rd
 Sprecher Rd
 STH 30
 Stoughton Rd
 Theier Rd (Between E
 N Thompson Dr (Between Swanton and East Washington)
 University Ave
 Verona Rd
 Vondron Rd (Between Agriculture Dr & Buckeye Rd)
 W Washington Ave
 Watts Rd (Between Gammon & Junction)
 W Wilson St (Between Bassett & Hamilton)
 Webster St
 Whitney Way
 Williamson St
 Winnebago St
 Wisconsin Ave (Between Gorham & Dayton)
 Wright St (Between E Washington & Anderson St)
 Zeier Rd

- (b) In addition to the arterial highways designated above, this ordinance applies to any highway containing a median that intersects with any of the arterial highways, but only for the first two hundred (200) feet of the intersecting highway from the arterial highway, as measured along the center line of the intersecting highway from the point the intersecting highway touches the right of way of the arterial highway.
- (8) This ordinance shall be effective April 10, 2017, (sixty (60) days after passage). Within three (3) weeks of passage, the Chief of Police, Traffic Engineer and City Attorney will file with the Clerk and Common Council office a plan for educating persons on the new ordinance, including brochures showing places the ordinance is applicable.
- (9) The Chief of Police will file a report with the Common Council providing data on the first six (6) months of operation of the ordinance, to include the numbers of those cited, the persons with no permanent address, and other relevant information. The report will be filed no later than eight (8) months after the effective date of the ordinance.

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- (10) Any person violating this ordinance may be required to forfeit not less than twenty-five dollars (\$25) nor more than three hundred dollars (\$300). Officers are encouraged to provide a warning for a first offense.

(Sec. 12.325 Rep. & Rec. by ORD-17-00015, 2-20-17)



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2022

DEPARTMENT: City Attorney

FROM: Kristen Johnson

SUBJECT: Discussion and Possible Action on Personnel Matter
