



Common Council

Regular Meeting

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

Agenda

Tuesday, August 20, 2013

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Regular Meeting of the **Common Council** of the City of De Pere will be held on **August 20, 2013** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115**.

1. Roll Call.
2. Pledge of Allegiance.
3. Approval of minutes.
 - A. Approval of the Minutes of the August 6, 2013 Common Council Meeting.
4. Public Hearing on Creating Conditional Use Permit approval for temporary overnight shelter facilities is scheduled for 7:35 p.m. or soon after.
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Ordinance #13-15, Creating Conditional Use Permit Approval For Overnight Shelter Facilities.
5. Public comment upon matters not on the agenda or other announcements.
6. Items.
 - a. Recommendation of the Board of Public Works to approve request of Azure Contemporary Fashion & Accessories Request to Donate City traffic control services for Fashion Night Out event to be held on September 5, 2013.
 - b. Recommendation from the Personnel & Finance Committee to approve a request to change the staffing schedules and rate of pay for paid on call firefighters to increase the overall response effectiveness of the Fire Department.
 - c. Recommendation from the Finance/Personnel Committee to increase retiree premium rates as identified in Exhibit A over a 3 year period. Also to change our health plan to pay as if Medicare eligible retirees have Medicare Part D.
 - d. Recommendation from Finance/Personnel Committee to replace roof using funding from Ice Arena Fund.
 - e. Ordinance #13-16, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations
 - f. Ordinance #13-17-, Making Various Corrections throughout the De Pere Municipal Code.
 - g. Ordinance #13-18, Amending §8-1, De Pere Municipal Code Relating to State Statutes Adopted by Reference.
 - h. Resolution #13-104, Amending Municipal Court Bond Schedule.
 - i. Resolution #13-105, Setting Various Fees.

- j. Resolution #13-106, Authorizing Sidewalk Cafe Permit for Paintin' Pottery II or Bead It, LLC.
 - k. Resolution #13-107, Approving Agreement for Consulting Services Between the City of De Pere and Beacon Electric LLC (Pedestrian Signal Installation).
 - l. Resolution #13-108, Authorizing Agreement with CGI Communications, Inc. Regarding Community Video Tour.
 - m. Resolution #13-109, Authorizing Software Purchase Agreement Between The City Of De Pere And Civic Systems, LLC (Water Billing Software).
 - n. Resolution #13-110, Authorizing Agreement With Green Bay Metropolitan Sewerage District Regarding Wastewater Sampling. Water/GBMSD Sampling Agreement
 - o. Resolution #13-111, Authorizing Emergency Medical Service Medical Director Agreement Between The City Of De Pere, Baycare Aurora, LLC D/B/A Aurora Baycare Medical Center And Baycare Clinic, L.L.P.
 - p. Resolution #13-112, Authorizing Agreement For Professional Services Between The City Of De Pere And EMS Medical Billing Associates, LLC (Emergency Medical Service User Fee Billing Services).
 - q. Resolution #13-113, Authorizing Amendment To Intergovernmental Agreement Between The City Of De Pere And Town Of Ledgeview Regarding Crossing Guard Service.
 - r. Voucher Approval.
 - s. Operator License Applications.
7. Closed session.
- A. Annual Performance Evaluation of City Administrator.
Personnel Reasons
PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(c), the Council 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 Council 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.
8. Future agenda items.
9. Adjournment.

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

Alderpersons
Mayor
City Administrator
Department Heads
TV, Newspapers & Radio
Kress Family Library
De Pere Chamber of Commerce
Carolyn Caffrey
Shanna Zeitler
Brian Vanderloop
Bill Fatla
Steve Jakups

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 20, 2013

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Approval of the Minutes of the August 6, 2013 Common Council Meeting.

ATTACHMENTS:

- Minutes Council 08-06-2013 City of De Pere (PDF)

**COMMON COUNCIL MEETING
CITY OF DE PERE, WISCONSIN – August 6, 2013**

The Common Council of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall on Tuesday, August 6, 2013.

Mayor Mike Walsh called the meeting to order at 7:35 p.m. Roll call was taken and the following members were present: Alderpersons Kevin Bauer, James Boyd, Scott Crevier, Michael Donovan, Robert Heuvelmans, Jim Kneiszel, Larry Lueck, and Lisa Rafferty. The Council said the Pledge of Allegiance to the Flag.

3. Alderperson Donovan moved, seconded by Alderperson Rafferty, to approve the minutes of the July 16, 2013 Regular Meeting of the Common Council. Upon vote, the minutes were approved unanimously.

4A. Public Hearing to act on a rezoning of 785 Scheuring Road (Parcel WD-207-1) from Limited Industrial (I-2) to Corporate-Executive Office 2 (C-EO-2) was presented. Clerk Shana Defnet announced the Notice of Public Hearing was published in the City's Official Newspaper, the De Pere Journal, on July 11th and July 18th, 2013.

4B. City Planner Ken Pabich stated that the Plan Commission recommended approval and gave an overview of the proposed ordinance.

Mayor Walsh declared the public hearing open for anyone wishing to speak. No one wished to speak and Mayor Walsh declared the public hearing closed.

4C. Ordinance 13-14, Rezoning Certain Property (Parcel WD-207-1) was presented for consideration. Alderperson Donovan moved, seconded by Alderperson Boyd to approve the ordinance. Upon vote, motion carried unanimously.

5. Public Comment or other Announcements.

Ann Sislo questioned the City Ordinance regarding parking from 2:00 a.m. – 5:00 a.m.

County Supervisor Dan Robinson invited De Pere residents to attend the following County Strategic Planning Public Listening Sessions:

- Wednesday, September 4th from 6-7:30 p.m. in the City of Green Bay Council Chambers
- Thursday, September 12th from 6-7:30 p.m. at Wrightstown High School.

RECOMMENDATION FROM THE PLAN COMMISSION

6A. Application for the final plat of Garrity's Glen Second Addition was presented. Alderperson Lueck moved, seconded by Alderperson Heuvelmans to approve the application. Upon vote, motion carried unanimously.

6B. Extraterritorial application for the final plat of Orion's Run First Addition was presented. Alderperson Lueck moved, seconded by Alderperson Rafferty to approve the application. Upon vote, motion carried unanimously.

6C. Extraterritorial single lot CSM on Scray Hill Road in the Town of Glenmore was presented. Alderperson Kneiszel moved, seconded by Alderperson Boyd to approve the CSM. Upon vote, motion carried unanimously.

RECOMMENDATION FROM THE BOARD OF PARK COMMISSIONERS

7A. A \$300 donation from De Pere Men's Club to be used for the Senior Picnic was presented. Alderperson Heuvelmans moved, seconded by Alderperson Crevier to approve the donation. Upon vote, motion carried unanimously.

7B. A \$500 donation from the Brown County Women's Association for the Recreation Scholarship Fund was presented. Alderperson Crevier moved, seconded by Alderperson Kneiszel to approve the donation. Upon vote, motion carried unanimously.

7C. A \$250 donation from the Kiwanis Club of De Pere for the Recreation Scholarship Fund was presented. Alderperson Crevier moved, seconded by Alderperson Rafferty to approve the donation. Upon vote, motion carried unanimously.

7D. Award Project #13-22 Southwest Park Expansion was presented. Alderperson Donovan moved, seconded by Alderperson Bauer to approve the project. Upon roll call vote, motion carried unanimously.

RECOMMENDATION FROM THE LICENSE COMMITTEE

8A. Application for a Temporary Premise Description Change for Sidekicks Bar & Grill, 930 Main Ave., De Pere, WI, submitted by DKG Entertainment was presented. Alderperson Heuvelmans moved, seconded by Alderperson Crevier to approve the application. Upon vote, motion carried unanimously.

8B. Application for a Change of Agent and Trade Name Change for Sympatico (previously Mitty's, Agent Greg De Cleene), 617 Birch Street was presented. Alderperson Bauer moved, seconded by Alderperson Donovan to approve the application. Upon vote, motion carried unanimously.

8C. Application for a Class "B" Beer & "Class B" Liquor License for Studio 132 LLC, 132 S. Front St., De Pere, WI., submitted by Studio 132, LLC was presented. Alderperson Bauer moved, seconded by Alderperson Crevier to approve the application. Upon vote, motion carried unanimously.

9. Resolution 13-98, Authorizing The Agreement Between The City Of De Pere And Humana Insurance Company (Braisher Park Playground Donation) was presented. Alderperson Kneiszel moved, seconded by Alderperson Crevier to approve the resolution. Upon vote, motion carried unanimously.

10. Resolution 13-99, Authorizing Agreement Waiving Notice And Agreeing To Special Assessments For Public Improvements (Garrity's Glen, LLC – Ballinamore and Tullig Place) was presented. Alderperson Boyd moved, seconded by Alderperson Lueck to approve the resolution. Upon vote, motion carried unanimously.

11. Resolution 13-100, Authorizing Agreement Waving Notice And Agreeing To Special Assessments For Public Improvements (Trailside Development II, LLC – Roth Road) was presented. Alderperson Donovan moved, seconded by Alderperson Bauer to approve the resolution. Upon vote, motion carried unanimously.

12. Resolution 13-101, Authorizing Amendment To Development Agreement Between Midland (Wisconsin/Broadway) Associates, The City Of De Pere And The Redevelopment Authority Of The City Of De Pere (Walgreens Development) to reduce Tax Incremental District Grant from \$258,000 to \$183,000 was presented. Alderperson Lueck moved, seconded by Alderperson Boyd to approve the resolution. Discussion followed. Upon roll call vote, motion carried unanimously.

13. Resolution 13-102, Authorizing Agreement With HD Supply Waterworks For Automated Water Meters was presented. Alderperson Boyd moved, seconded by Alderperson Lueck to approve the resolution. Upon roll call vote, motion carried unanimously.

14. Resolution 13-103, Authorizing Agreement With AT&T was presented. Alderperson Lueck moved, seconded by Alderperson Heuvelmans to approve the resolution. Discussion followed. Upon roll call vote, motion carried 7-1 with Alderperson Crevier voting nay.

15. Update on WisDOT surplus property request for the former bridge approach was presented. City Planner Ken Pabich and City Attorney Judy Schmidt-Lehman answered the Council's questions. Discussion followed.

16. The vouchers were presented. Alderperson Bauer moved, seconded by Alderperson Crevier to approve the vouchers. Upon vote, motion carried unanimously.

17. Applications for Operator's Licenses were presented.

CITY OF DE PERE - August 6, 2013					
ITEM#	NAME	ADDRESS	CITY	ST	ZIP
TEMPORARY OPERATOR LICENSE APPLICATIONS					
1	CHADA, JESSICA W.	6460 KVITEK RD.	DENMARK	WI	54208
2	GRASEE, JAMES T.	4086 THREE PENNY CT.	DE PERE	WI	54115
3	MATERNOSKI, MICHAEL J.	425 DE PERE RD.	DENMARK	WI	54208
4	PATERS, ESTHER V.	1332 MALLARD	DE PERE	WI	54115
5	WAVRUNEK, JOSEPHINE M.	5714 HWY. P	DENMARK	WI	54208
PREVIOUSLY TABLED OPERATOR LICENSE APPLICATIONS					
1	JIMENEZ, SERGIOZ B.	625 THELOSEN DR.	KIMBERLY	WI	54136
2	GUNDERSON, JAMES D.	368 COOLIDGE	GREEN BAY	WI	54301
3	SMITH, AMANDA R.	2860 PIONEER DR.	GREEN BAY	WI	54313
OPERATOR LICENSE APPLICATIONS FOR THE 2012-2014 LICENSING PERIOD					
1	CANADEO, SANDRA A.	922 S. 6TH ST.	DE PERE	WI	54115
2	FOX, STACY L.	1493 APT. A	GREEN BAY	WI	54303
3	GREEN, ALEXANDRIA L.	859 SHAWANO AVE.	GREEN BAY	WI	54303
4	HEMAUER, RENEE A.	726 N. WEBSTER ST.	DE PERE	WI	54115
5	KLOSTERMAN, RACHEL D.	1901 RIDGEWAY DR., #80	DE PERE	WI	54115
6	LUISIER, LORRAINE M.	506 14TH AVE.	GREEN BAY	WI	54303
7	MICHALETZ, LEAH M.	628 KARL ST.	GREEN BAY	WI	54301
8	MONTANYE, TIFFANY M.	226 E. ALLOUEZ AVE.	GREEN BAY	WI	54301
9	PERCZ, ELMER A.	502 N. 10TH ST., APT. 87	DE PERE	WI	54115
10	RIPP, CATHERINE J.	521 S. 6TH ST., APT. 35	DE PERE	WI	54115
11	ROSENBAUM, RICKEY J.	1236 PERSHING RD., UNIT 55	DE PERE	WI	54115
12	SECREST, ROBERT W.	1026 S. ERIE ST., APT. #7	DE PERE	WI	54115
13	SERVER, STEVEN J.	836 S. SUPERIOR ST.	DE PERE	WI	54115
14	TEAL, RYAN J.	3340 PINE VISTA CT.	ABRAMS	WI	54101
15	WILLEMS, NATHAN L.	602 MORRIS AVE.	GREEN BAY	WI	54304
16	WILLIAMS, MATTHEW D.	901 CLINTON ST., APT. #1	GREEN BAY	WI	54302
17	ZAMORA-HERNANDEZ, NATASHA	830 HOWARD ST.	GREEN BAY	WI	54303

Alderson Bauer moved, seconded by Alderson Boyd to approve Temporary Operator License Applications #1-5. Upon vote, motion carried unanimously. Alderson Bauer moved, seconded by Alderson Heuvelmans to approve Previously Tabled Operator Licenses #1 and 2 and to deny Previously Tabled Operator License #3. Upon vote, motion carried unanimously. Alderson Bauer moved, seconded by Alderson Boyd to table Operator License #8, 15, and 16 and to approve Operator Licenses #1-7, 9-14, and 17. Upon vote, motion carried unanimously.

18. Future Agenda Items. Alderson Heuvelmans requested a discussion of the parking ordinance on the upcoming agenda.

Alderson Crevier moved, seconded by Alderson Kneiszel to adjourn. Upon vote, motion carried unanimously. The Common Council adjourned at 8:20 p.m.

Respectfully submitted,

Shana Defnet
Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 20, 2013

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Ordinance #13-15, Creating Conditional Use Permit Approval For Overnight Shelter Facilities.

ATTACHMENTS:

- Ordinance #13-15, Creating Conditional Use Permit Approval For Overnight Shelter Facilities. (DOCX)
- 08-20-13 Mtg Class II Ordinance Temporary Shelter (PDF)
- Pages from PC_July_2013 (PDF)

ORDINANCE #13-15

CREATING CONDITIONAL USE PERMIT APPROVAL FOR
TEMPORARY OVERNIGHT SHELTER FACILITIES

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN
AS FOLLOWS:

Section 1. **§14-03, Definitions**, is hereby amended by adding the following:

(176) *Temporary Overnight Shelter Facility*

A facility providing, without charge, single-night, temporary overnight lodging, with or without meals, for people with no ordinary or regular home or residence address. Temporary shelters shall not provide shelter for the same individual for more than 45 days in a 60 day period.

and renumbering subsequent definitions accordingly.

Section 2. **§14-30(3)**, *Application for Conditional Use*, is hereby amended by adding the following prior to the last sentence thereof:

All applications requesting conditional use approval for a temporary overnight shelter facility shall include, in addition to such other information as required by the Plan Commission or Building Inspector, information concerning the proposed hours of operation, specific services, if any, to be provided to the shelter users, and specific plans for assistance to the shelter users during the day time hours the shelter facility is closed.

Section 3. **§14-38(2)**, *Conditional uses* is amended by adding the following:

(m) Temporary overnight shelter facility

and re-lettering subsequent listed conditional uses.

Section 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 5. This ordinance shall take effect on and after its passage and publication.

Ordinance #13-15
Page 2 of 2

Adopted by the Common Council of the City of De Pere, this 20th day of August,
2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publish: August 1 and August 8, 2013 in the De Pere Journal (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Tuesday, August 20, 2013** at 7:30 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on proposed amendments to the De Pere Zoning Code to amend sections 14-03, 14-30(3) and 14-38(2) to allow temporary overnight shelter facilities as a conditional use.

A copy of the proposed revisions is available in the City Clerk's Office and the Office of the Director of Planning & Economic Development at 335 S. Broadway St., De Pere, WI 54115.

Petitioner: City of De Pere

Dated this 1st day of August, 2013.

BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Defnet
City Clerk-Treasurer

Item #3: Review the zoning code amendment to allow for Temporary Overnight Shelter Facilities.*

In 2012, the St John Evangelist Homeless Shelter exceeded their capacity and it created an issue with how to handle the additional clients. Saint Norbert did end up providing shelter for some individuals, but they wanted to work with the City to develop a more formal process. When this situation occurred, it became apparent that the City zoning code is not very clear in defining the use and the areas that it could be permitted.

The City Attorney has researched ordinances from other communities and has developed amendment language that can be used by the City. In essence, there are three primary updates:

1. The zoning definitions would be updated with the definition of a Temporary Overnight Shelter Facility.
2. The Temporary Overnight Shelter Facility would be added as a conditional use in the Single Family Residential District (R-1). By adding it to the R-1 district, the use also becomes a conditional use for R-2, R-3, and R-4 districts.
3. The application for a conditional use has been clarified to identify specific information that must be submitted for a Temporary Overnight Facility.

The wording for the zoning changes have been attached for review. It is important to note that the Temporary Overnight Shelter Facility is only intended for overnight use and it would not be open during the day time hours.

Recommendation:

Staff would recommend approval of the amendment, and the amendment be forwarded to the Common Council for a hearing and approval.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 20, 2013

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation of the Board of Public Works to approve request of Azure Contemporary Fashion & Accessories Request to Donate City traffic control services for Fashion Night Out event to be held on September 5, 2013.

Azure Contemporary Fashion & Accessories is requesting the City's street department provide traffic control for their Fashion Night Out Event on September 5th. (See attached request).

The estimated costs for the street department to set up and take down the traffic control for this event is as follows:

Labor:

2 Employees two (2) hours regular time for set up:

2 - Employees	\$25.69 x 4 hours	\$ 102.76
40% Fringe Benefit	\$10.28 x 4 hours	\$ 41.12

2 Employees two (2) hours over time for take down:

2 - Employees	\$25.69 x 1.5 x 4 hours	\$ 154.14
40% Fringe Benefit	\$10.28 x 4 hours.	\$ 41.12
Total Labor		\$ 339.14

Equipment:

1 Ton Dump Trucks four (4) hours	\$10.62 x 4 hrs.	\$ 42.48
1 - Trailer for four (4) hours	\$10.70 x 4 hrs	\$ 42.80
Total Equipment		\$ 85.28

TOTAL \$ 424.42

As indicated above, the total costs of the donation for the traffic control is \$424.42. Staff has the resources to provide the traffic control so will leave it up to the BOPW and Council as to whether or not you want to provide this service at no charge.

Recommendation: Board of Public Works recommends the City donate services to provide traffic control for the street closure.

ATTACHMENTS:

- Azure Request (PDF)

HISTORY:

08/12/13

Board of Public Works

Azure Contemporary Fashion & Accessories
Shanna Zeitler
113 N. Wisconsin Street
De Pere, WI 54115
July 15, 2013

City of De Pere
Public Works
Scott Thoresen
925 S. 6th Street
De Pere, WI 54115

Dear City Council:

I am asking the public works department to donate their time to set up and remove the proper traffic barricades for our Fashion Night Out Event. The event will take place Thursday September 5th between Azure Contemporary Fashion and Accessories (113 N. Wisconsin Street) and Sweetpeas Children's Clothier (106 N. Wisconsin St.).

This will be our third year hosting the event and we are excited to be partnering with The Golden House. All of the money raised in our "fashion" raffles will go directly to The Golden House, along with any items donated in our clothing drive. Most of the vendors who participate in this event graciously donate their time, this way we are able to give more back to the Golden House. I am asking the Public Works department to consider donating their time for such a great cause. The barricades will need to be set up promptly at 1pm and taken down when the event is over at 9pm. Thank you for your time and consideration.

Sincerely,

Shanna Zeitler
Owner

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: August 20, 2013

DEPARTMENT: Fire Department

FROM: Jeffery Roemer

SUBJECT: Recommendation from the Personnel & Finance Committee to approve a request to change the staffing schedules and rate of pay for paid on call firefighters to increase the overall response effectiveness of the Fire Department.

Memorandum

In an effort to address the response capabilities of the Fire Department, as soon as possible, I would like to implement the following:

- Better utilization of the paid on call firefighters including the utilization of licensed personnel for EMS incidents
- Eliminate driving of personal vehicles to the scene and have personnel respond to the station to staff department vehicles
- Improve POC training and coordination with career members
- Schedule POC's availability in 12 hour blocks
- Improve initial response to fires
- Maintain a minimum duty crew of 4 firefighters at all times with a combination of career and POC personnel
- Improved coordination and utilization of off duty career personnel

I am requesting that the Finance and Personnel Committee approve changing the current rate of pay for paid on call from \$35.00/month; \$9.27/hour - attendance at training sessions; \$13.80/hour - response to fire alarms to \$50.00/month and a flat hourly rate of \$15.00 per hour for all assigned duties including training, incident response and station duty crew. I do not feel this will have an impact on the 2013 budget and would like to implement it right away, to see what if any impact we can anticipate for the 2014 budget.

I am also requesting that the Committee approve the needed modification of the POC job descriptions to allow for the utilization of EMS additional duties for licensed personnel.

HISTORY:

08/13/13

Finance/Personnel Committee

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: August 20, 2013

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation from the Finance/Personnel Committee to increase retiree premium rates as identified in Exhibit A over a 3 year period. Also to change our health plan to pay as if Medicare eligible retirees have Medicare Part D.

This item was brought before the Common Council at the July 16, 2013 meeting for review and discussion. It is being brought back to this meeting in anticipation of a decision. Please see attachments

ATTACHMENTS:

- Retiree rate recommendation 3(DOCX)
- Copy of retiree cost calc3 (XLSX)
- Copy of Retiree rate illustration (a) (XLSX)
- Copy of Retiree rate illustration (b) (XLSX)
- Copy of Retiree rate illustration (c) (XLSX)
- Copy of 2013 WPELRA survey (XLSX)

HISTORY:

08/13/13

Finance/Personnel Committee



Strategic. Transparent. Refreshing.

City of De Pere

Retiree Health Insurance Recommendations

In the fall of 2012, the City of De Pere requested an actuarial study in order to determine the retiree rates should the City decide not to subsidize these rates, as has been in the past. McClone reached out to several actuarial firms to request a study of the retiree claims and develop rates based on the claims history and the amount of claims that the City has been subsidizing. These firms would not offer a rate recommendation due to the small number of retirees on the plan and volatility of the rates, based only on the retirees' claims experience.

However, we did work with Humana, the City's current insurer, to get some ideas of where rates should be, without doing a full-blown actuarial study. Based on Humana's input and our own analysis, the increase to the retiree rates would be significant if the City wants to discontinue subsidizing the cost of the retiree health insurance.

Currently, retirees over 65 pay only 50% of the active rate for their insurance and are not required to enroll in Medicare Part D, which has attributed to a large subsidy on the part of taxpayers. (The standard Medicare rate with subsidies is 90% of the active rate). Although retirees under 65 pay 102% of the active premium, this portion of the medical costs has also been subsidized. In total, the City has been subsidizing approximately \$1.4 million over a 9-year period.

If we were to increase the retiree rates based on the average subsidized by the City from 2007 through 2012, the increases would be 57.5% for the over 65 retirees and 103.1% for the under 65 group. These rates are illustrated in the attached Exhibit A. Because the above increases would be a severe financial burden to the retirees, the City could consider increasing the rates incrementally over the next three years, also shown on Exhibit A.

Another option would be to calculate the increase based on actual claims history (using 24 months of claims), which would be volatile from year-to-year. Exhibit B shows the increase based on actual claims history, along with spreading this increase over three years.

Another option would be to increase the rates based on the previous years of claims. Exhibit C illustrates the volatility of the rates if the City adjusted the premium based only on the retiree's claims experience.

Another consideration for the City is to require that retirees over 65 enroll in Medicare Part D. Currently, the City does not require this, which means the burden of claims for provider charges and prescription drugs falls on the City. If the retiree is required to enroll in Part D, Medicare would become the primary

payer and the City's plan would be secondary coverage, reducing the claims dollars spent by the City. Medicare Part D premiums vary, but average \$40/month.

It is important to note the Federal Healthcare Marketplace (Exchange) will be available on January 1, 2014. Based on information we have at this time it would appear that this may be an affordable option for retirees under age 65, should the City decide to increase the rates. We will communicate more information about the Marketplaces as it becomes available.

Another option to note is the City may be able to discontinue offering health insurance to retirees all together. If the Council desires to look into that option, that subject would need to be further analyzed. If we did that, it is estimated there would be a 27% decrease (\$400,000) in claims to the City.

To summarize, if the City wishes to charge retirees based exclusively on retiree claims experience (whether using actual claims history/the amount the City has subsidized) the rates will become unaffordable and extremely volatile. Therefore, we would recommend a modest annual increase to the retiree rates, but one that is higher than the yearly increase to the active rate. We would also recommend requiring Medicare Part D enrollment for those employees eligible for Medicare. These two actions will not immediately eliminate the amount of retiree costs the City has to subsidize, but will reduce that subsidy each year.

Thank you for allowing us to be able to serve you by providing this report. If you have any questions please feel free to contact me.

Sincerely,

Jeffrey M. Prickette, CEBS, RHU, REBC
Strategic Risk Advisor

CITY OF DE PERE MEDICAL INSURANCE

RETIREEES OVER 65 SEGMENT

Year	# Enrolled	Total Costs	Retiree Share of Total Cost	Costs in excess of share paid by retirees	Percent in excess of share paid by retirees	City/Tax Payer's Share of excess cost	Active Employee Share of excess retiree costs (subsidy)	Subsidy per Retiree
2007	26	\$179,900	\$198,800	-\$18,900	-9.5%	-\$16,065	-\$2,835	-\$727
2008	24	\$205,700	\$130,000	\$75,700	58.2%	\$64,345	\$11,355	\$3,154
2009	22	\$168,100	\$109,300	\$58,800	53.8%	\$49,980	\$8,820	\$2,673
2010	23	\$182,100	\$109,600	\$72,500	66.1%	\$61,625	\$10,875	\$3,152
2011	22	\$250,300	\$131,400	\$118,900	90.5%	\$101,065	\$17,835	\$5,405
2012	19	\$190,048	\$102,151	\$87,897	86.0%	\$74,712	\$13,185	\$4,626
Total		\$1,176,148	\$781,251	\$394,897	57.5% Average	\$335,662	\$59,235	\$3,047 Average

RETIREEES SEGMENT

Year	# Enrolled	Total Costs	Retiree Share of Total Cost	Costs in excess of share paid by retirees	Percent in excess of share paid by retirees	City/Tax Payer's Share of excess cost	Active Employee Share of excess retiree costs (subsidy)	Subsidy per Retiree
2007	26	\$481,100	\$260,600	\$220,500	84.6%	\$187,425	\$33,075	\$8,481
2008	24	\$292,600	\$233,400	\$59,200	25.4%	\$50,320	\$8,880	\$2,467
2009	23	\$339,200	\$100,500	\$238,700	237.5%	\$202,895	\$35,805	\$10,378
2010	20	\$302,300	\$167,500	\$134,800	80.5%	\$114,580	\$20,220	\$6,740
2011	18	\$369,100	\$176,900	\$192,200	108.6%	\$163,370	\$28,830	\$10,678
2012	15	\$284,628	\$156,200	\$128,428	82.2%	\$109,164	\$19,264	\$8,562
		\$2,068,928	\$1,095,100	\$973,828	103.1% Average	\$827,754	\$146,074	\$7,884 Average

RETIREEES AND THOSE OVER 65 (both groups)

Total Cost	Total Retiree Share	Total Costs in Excess	City (Taxpayers) Share	Active Employee Share
\$3,245,076	\$1,876,351	\$1,368,725	\$1,163,416	\$205,309

City of De Pere Retiree Rate Illustration Exhibit A

Increase Based on Subsidy Averaged over 3 Years					
A			Rates based on 3 year increment		
			B	C	D
2014 Rates (Based on Avg. Percentage of Retiree costs subsidized to the City)					
Over 65	2013 Current		2014	2015	2016
		Increase 57.5%	Increase 19.17% over current	Increase 38.34% over current	* Increase 57.5% over current
1 over	\$307.08	\$483.65	\$365.94	\$424.79	\$483.65
2 over	\$583.21	\$918.56	\$694.99	\$806.78	\$918.56
1 over/1under	\$769.85	\$1,212.52	\$917.41	\$1,064.96	\$1,212.52
Under 65					
		Increase 103.1%	Increase 34.66% over current	Increase 68.73% over current	Increase 103.1% over current
Single	\$626.72	\$1,272.87	\$842.10	\$1,057.49	\$1,272.87
EE+1	\$1,166.45	\$2,369.06	\$1,567.32	\$1,968.19	\$2,369.06
Family	\$1,913.16	\$3,885.63	\$2,570.65	\$3,228.14	\$3,885.63

Rates calculated using average percentage of claims subsidized by the City over 6 years (57.5% for over 65; 103.1% for under 65); Difference between 2014 and 2013 rates spread over 3 years - Example, difference between the single rate of \$483.65 and \$307.08 is \$176.57/3 is \$58.86. The normal medical trend increase is not factored into the 3-year increments.

2014 Projected Claims for Entire Group = \$1,940,000 (8% increase to current claims funding needed to cover the projection)

If Do Nothing	2014 Projected Claims Funding <u>Increase for Entire Group</u> , including Retirees	\$142,638	8% Increase
1x Big Increase	2014 <u>Additional Claims Funding</u> from Retiree Group by Total Increase to Offset (Column A)	\$246,868	
1x Big Increase	2014 Claims Funding <u>Decrease for Actives</u> with Above Retiree increase (Column A)	\$104,230	5% Decrease
Incremental Change	2014 Additional Claims Funding Increase in 3 year Increments (Column B)	\$72,358	
Incremental Change	2014 Claims Funding Increase for Actives with 3 year Average Increase for Retirees (Column B)	\$70,280	4.5% Increase

Conclusion - If the City does not adjust retiree rates, the overall increase in 2014 is approximately \$142,000 (8% increase). With an 3-year incremental adjustment to retiree rates, the 2014 increase to the active rate would be approximately \$70,000 (4.5% increase).

* Standard Medicare Rates for retirees over age 65 is 90% of the active rate. Retiree increase for retirees over 65, shown above (in columns A & D), are approximately 80% of current active rates (medical trend not added in).

City of De Pere Retiree Rate Illustration

Exhibit B

Increase Based on 2 years of Retiree Claims Experience Averaged over 3 years					
			Rates based on 3 year increment		
		2014 Rates Based on 24 months of claims	2014	2015	2016
Over 65	2013 Current				
1 over	\$307.08	\$649.65	\$421.27	\$535.46	\$649.65
2 over	\$583.21	\$1,133.80	\$766.74	\$950.27	\$1,133.80
1 over/1under	\$769.85	\$1,669.46	\$1,069.72	\$1,369.59	\$1,669.46
Under 65					
Single	\$626.72	\$1,567.02	\$940.15	\$1,253.59	\$1,567.02
EE+1	\$1,166.45	\$2,807.71	\$1,713.54	\$2,260.62	\$2,807.71
Family	\$1,913.16	\$4,950.75	\$2,925.69	\$3,938.22	\$4,950.75

Methodology used is the same as the renewal calculation used annually when calculating rates for the entire group - using 2 years of claims experience for the retiree group only and applying medical trend.

City of De Pere Retiree Rate Illustration

Exhibit C

History of adjusted rates based on claims experience (illustrates volatility of rates based on claims experience)				
Over 65	2011 Actual	2012 Adjusted	2013 Adjusted	2014 Adjusted
1 over	\$324.06	\$593.46	\$1,007.99	\$637.74
2 over	\$615.46	\$1,061.07	\$1,759.04	\$1,167.80
1 over/1under	\$812.42	\$1,512.11	\$2,584.44	\$1,621.79
Under 65				
Single	\$661.38	\$1,365.92	\$2,421.60	\$1,415.22
EE+1	\$1,502.81	\$2,470.55	\$4,338.39	\$2,787.42
Family	\$2,018.96	\$4,117.70	\$7,640.69	\$4,402.72

Methodology used is the same as the renewal calculation used annually for the entire group - using 2 years of claims experience for the retiree group only and applying medical trend.

Survey of City and County Retiree Health Insurance Rates (4-2013)

Council	Offer insurance to retirees < 65 yrs. old?	If no, did you used to?	% of premium retiree pays	Offer insurance to retirees 65+ yrs. old?	If no, did you use to?	% of premium retiree 65+ pays	Notes
City of Oshkosh	Yes	n/a	100%	No	Not answered	n/a	
City of Wausau	Yes	n/a	100%	No	Not answered	n/a	
Fond du Lac County	Yes	n/a	102%	Yes	n/a	102%	
La Crosse County	Yes	n/a	100%	Yes	n/a	100%	
City of Menasha	Yes	n/a	100%	No	Not answered	n/a	
City of Brookfield	Yes	n/a	100%	No	mid 1990's	n/a	
City of Janesville	Yes	n/a	11%	No	No	n/a	
Marathon County	No	Not answered	n/a	No	Not answered	n/a	
City of Neenah	Yes	n/a	100%	No	Not answered	n/a	
Adams County	Yes	n/a	100%	No	Not answered	n/a	
City of Merrill	Yes	n/a	100%	No	Not answered	n/a	
Sawyer County	Yes	n/a	100%	Yes	n/a	100%	
City of Green Bay	Yes	n/a	Used to pay 100% 2013 121.6% 2014 127.8% 2015 133.6% 2016 139.3% 2017 144.3%	No	No	n/a	
Washington county	Yes	n/a	100%	No	No	n/a	
City of Baraboo	No	Not answered	n/a	No	Not answered	n/a	
City of River Falls	Yes	n/a	100%	Yes	n/a	100%	(will be eliminating both options in 2014)
Monroe County	Yes	n/a	100%	No	No	n/a	
Ozaukee County	Yes	n/a	100%	No	Not answered	n/a	
Village of Sussex	No	Not answered	n/a	No	Not answered	n/a	
City of Fond Du Lac	Yes	n/a	100%	Yes	n/a	100%	Actuarially determined for 65+
City of Kenosha	Yes	n/a	0% with 15 years of service	Yes	n/a	70%	Actuarially determined for 65+
Village of East Troy	No	Not answered	n/a	No	Not answered	n/a	
Kenosha County	Yes	n/a	Same as active ee's	Yes	n/a	\$400/mo	
Douglas County	No	Not answered	n/a	No	Not answered	n/a	
Waukesha county	Yes	n/a	100%	Yes	n/a	100%	
St. Croix County	Yes	n/a	102%	No	Used to	n/a	
Village of Whitefish Bay	Yes	n/a	50%	No	Not answered	n/a	
City of Beloit	Yes	n/a	0% Police and Fire, 100% all others	Yes	n/a	0% Police and Fire, 100% all others	

Vilas County	No	Not answered	n/a	No	No	n/a	
City of Waukesha	Yes	n/a	10%	Yes	n/a	10%	
Manitowac County	Yes	n/a	100%	Yes	n/a	100%	
City of La Crosse	Yes	n/a	12.60%	No	Not answered	n/a	
City of Marshfield	No	Not answered	n/a	No	Not answered	n/a	
City of Muskego	No	Yes	n/a	No	Not answered	n/a	
Clark County	Yes	n/a	100%	Yes	n/a	100%	
Grant County	Yes	n/a	100%	Yes	n/a	100%	
Oconto County	Yes	n/a	100%	Yes	n/a	100%	
Wisconsin Rapids	Yes	n/a	50%	Yes	n/a	100%	(DPW and non-union new hires 1/1/13 not eligible for retiree benefits)(Conducting actuarial study so they buy out of retiree health insurance)
City of Wauwatosa	Yes	n/a	0-5%	Yes	n/a	100%	
Waushara County	Yes	n/a	100%	No	Not answered	n/a	
City of West Allis	Yes	n/a	not specified	Yes	n/a	not specified	
City of Bayside	No	Not answered	n/a	No	Not answered	n/a	
City of Superior	Yes	n/a	Same as when active ee	Yes	n/a	100%	
Village of Shorewood	Yes	n/a	50%	No	Not answered	n/a	
Portage County	Yes	n/a	100%	No	Not answered	n/a	
City of Evansville	No	Not answered	n/a	No	Not answered	n/a	
Iowa County	Yes	n/a	100%	Yes	n/a	100%	
City of Cederberg	Yes	n/a	100%	No	Not answered	n/a	
City of Appleton	Yes	n/a	100%	No	Not answered	n/a	
City of Waukesha	Yes	n/a	50%	Yes	n/a	100%	
Marquette County	No	Not answered	n/a	No	Not answered	n/a	
City of Sun Prairie	Yes	n/a	100%	Yes	n/a	100%	
City of Antigo	Yes	n/a	100%	Yes	n/a	100%	
Rusk County	Yes	n/a	100%	No	Not answered	n/a	

City of De Pere, Wisconsin

**Request For Board of Park Commissioners Action**

MEETING DATE: August 20, 2013

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation from Finance/Personnel Committee to replace roof using funding from Ice Arena Fund.

Brown County Ice Management has requested funding from the Ice Arena fund to replace the roof in the front of the building due to its deteriorating condition. We have received one quote and will be receiving two additional quotes prior to moving forward with the project.

ATTACHMENTS:

- Northern Metal (PDF)

HISTORY:

08/13/13 Finance/Personnel Committee

Jul. 3. 2013 9:09AM

northern metal & roofing

No. 2222 P. 1



320 PACKERLAND DRIVE • P.O. BOX 13037 • GREEN BAY, WI 54307-3037 • 920-432-7719 • FAX 920-432-3707

Submitted To: De Pere Ice CenterProject: De Pere Ice CenterStreet: 1450 Fort Howard AvenueProject Location: De Pere, WICity & State: De Pere, WI 54115

THIS PROPOSAL made this 2nd day of July, 20 13, by Northern Metal & Roofing Company, Inc. (hereinafter called "Contractor") to De Pere Ice Center (hereinafter called "Owner(s)/Representative").

Upon acceptance of this Proposal, the Contractor agrees to furnish all material and labor necessary to complete work as described below, for the net contract price of: \$16,830.00
Sixteen thousand eight hundred thirty dollars

1. Vacuum the existing stone ballast off the roof and dispose of properly.
2. Remove the existing EPDM membrane and dispose of properly.
3. If any of the existing roof insulation is wet, it will be replaced on a time and material basis.
4. Install a new 45-mil ballasted EPDM roof and flash all roof top equipment.
5. Fabricate and install new fascia out of 24 gauge prefinished steel from the manufacturer's standard colors.
6. For a 10-year manufacturer's roof warranty add \$425.00 to the base bid.

We hereby accept this proposal.

 (NAME)

By: _____

Title: _____

NORTHERN METAL & ROOFING COMPANY, INC.
 WI Building Contractor Reg. ID #1096902

By: Thomas J. Zelzer

Thomas Zelzer
 Vice President

ALL TERMS AND CONDITIONS PRINTED ON THE BACK OF THIS PROPOSAL ARE HEREBY INCORPORATED WITHIN THIS PROPOSAL AS FULLY AS IF PRINTED AND/OR WRITTEN ON THE FRONT, AND THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ ALL OF THE PROVISIONS OF THIS PROPOSAL, BOTH FRONT AND BACK.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 20, 2013

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Ordinance #13-16, Amending Chapter 150 De Pere Municipal Code Regarding Traffic Regulations

Recommendation to the Honorable Mayor and Members of the Common Council as approved by the Board of Public Works at their duly convened meeting held on Monday, August 13, 2013.

Recommend that parking on the North side of Scheuring Road, from Patriot Place to 640 feet East (West lot line of 716-718 Scheuring Road) be restricted to "No Stopping or Standing, 7am to 4pm on School Days" and recommend that Widgeon Court parking be restricted to "2 Hour Parking 7am to 4pm on School Days."

ATTACHMENTS:

- Ordinance 13-16 (DOCX)
- Parking and Traffic Team July 23, 2013 Minutes (PDF)

ORDINANCE #13-

AMENDING CHAPTER 150 DE PERE MUNICIPAL CODE
REGARDING TRAFFIC REGULATIONS

THE COMMON COUNCIL OF THE CITY OF DE PERE DO ORDAIN AS FOLLOWS:

Section 1: §150-23, Schedule G (Parking) is hereby amended as follows:**ADDITIONS**

<i>No standing, stopping or parking from 7:00 a.m. – 4:00 p.m. on school days</i>			
<i>Street</i>	<i>Side of street</i>	<i>From curbline or ft./dir. of curbline</i>	<i>To curbline or ft./dir. of start</i>
Scheuring	N	Patriot Way	640/E

<i>Two-hour parking 7:00 a.m. – 4:00 p.m. on school days</i>			
<i>Street</i>	<i>Side of street</i>	<i>From curbline or ft./dir. of curbline</i>	<i>To curbline or ft./dir. of start</i>
Widgeon	W	Merrill	S. End
Widgeon	E	Merrill	S. End

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.Section 3: This ordinance shall take effect on and after its publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of
August, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

CITY OF DE PERE

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



Parking and Traffic Team July 23, 2013 Minutes

Items for the Board of Public Works:

1. Parking: No parking during school hours on Widgeon Court.

Residents in the Court requested to limit parking to match what has been done for Mallard and Teal Ct. Staff has observed issues with parking, mail delivery and also pickup of waste in Widgeon Court.

Recommendation: The parking change request matches the City's Parking Policy near Schools and staff is recommending that Widgeon Court be signed with "2 Hour Parking 7am to 4pm on School Days".

2. Parking: No parking during school hours on Scheuring across from Syble Hopp.

Syble Hopp requested that parking be limited on the north side of Scheuring Road during school hours since there is a significant safety issue with crossing the street at that location.

Recommendation: During school hours there are issues with individuals parking on the north side and crossing mid-block (or where they are parked). The parking change request matches the City's Parking Policy near Schools. Staff is recommending that the north side of Scheuring, from 680 Scheuring to Patriot Way, be signed "No Stopping or Standing, 7am to 4pm on School Days".

Items that were reviewed (No action needed):

1. Parking: Parking restriction on Lone Oak to 2 or 3 hours during school hours.

The De Pere School District is requesting to limit parking on Lone Oak during school hours to 2 to 3 hours. The primary reason for the request is to limit off ground parking for students from the school.

Recommendation: The requested restriction is in Ledgeview. Additionally, the City does not want to be involved in modification parking based on School policies. From a design and safety standpoint, Lone Oak is functioning properly and staff feels no action is necessary.

2. Parking: Parking in the cross hatched area of the cul-de-sac on Superior Street near Optimist Park.

Individuals are blocking the sidewalk access to the park by parking in the Court on the already marked area. Based on the Wisconsin Administrative Code, Section 346.52, stopping is prohibited "on a sidewalk, or sidewalk area, except when parking on the sidewalk or sidewalk area is clearly indicated by official traffic signs or parking meters." This area has been cross hatched with white to restrict parking. Police Department will also monitor the parking during major sport events.

Recommendation: Change the striping to yellow and have the Police Department monitor the parking during major sporting events.

3. Safety: Curve signs on 200 Fort Howard Avenue.

A concerned was express with the curve at 200 Fort Howard Avenue and the possible need for a sign. Staff reviewed the street and also accident history. There is only one accident reported at this location. Staff recommends that we should monitor the curve to see if future incidents are reported.

Next Steps: At this time, no action is required.

4. Safety: Curve signs at 1251 S. Seventh Street.

A concerned was express with the curve at 1251 S Seventh St and the possible need for a curve sign. Staff reviewed the street and also accident history. There is no accident history at this location.

Next Steps: At this time, no action is required.

5. Safety: Review potential modifications to the Suburban/Grant/Apollo intersection

Staff is working on several options to make the crossing of Grant Street safer for pedestrians and bicycle traffic. Since Grant Street is a County facility, engineering staff is going to meet with the County to discuss design options.

Next Steps: Discuss potential intersection modifications with the County. If the County is agreeable, the concepts will be brought to the Board of Public Works.

6. Safety: Review Chicago and Webster intersection modifications.

Staff is working on several options to make intersection of Chicago and Webster safer for pedestrians and bicycle traffic while still maintaining effective traffic flow. Since this intersection is a County facility, engineering staff is going to meet with the County to discuss design options.

Next Steps: Discuss potential intersection modifications with the County. If the County is agreeable, the concepts will be brought to the Board of Public Works.

7. Safety: Traffic Signal at Ninth and Apollo.

A traffic signal was requested for Ninth and Apollo primarily for pedestrian crossing Ninth. Staff reviewed the intersection and it does not meet the warrants for consideration. Sufficient public access and crossing is provided within two blocks of Apollo.

Next Steps: At this time, no action is required.

8. Safety: No Truck sign on eastbound Main to northbound Ninth or modify the location of the No Truck Sign placement on Ninth Street.

Staff has evaluated truck movements on Ninth. There are a few more trucks on Ninth than would be anticipated in a standard residential area. However, many of those trucks are delivery size vehicles versus semi-trucks. There are several businesses and apartment complexes in the area where these vehicles may be going to make deliveries. Trucks are allowed to use non-truck routes for deliveries.

Staff also evaluated turning movements from eastbound Main onto northbound Ninth. There is not a strong correlation to vehicles making this movement and continuing north Ninth to Ashland.

Next Steps: Police Department will monitor Ninth Street. Staff will evaluate modifying the existing sign on Ninth to make it more visible for eastbound traffic on Main. At this time, no additional action is required.

9. Safety: Speed on Charles

The City has received speed complaints on Charles Street. Police have monitored the corridor in question and Engineering also completed a speed study. The study found that 85% of the vehicles were within 7 miles per hour of the speed limit. Given these finding, the Police Department will continue to monitor based on peak speed times; however no other action is needed.

Next Steps: At this time, no action is required.

10. Policy: Discuss policy for portable yield to pedestrian signs

The City continues to receive requests for portable pedestrian signs. The City only has a limited quantity of these signs and they are expensive to acquire (\$450 each). In general, staff has found that the further away from the downtown signs are placed, the more likely to be stolen. Given these facts, staff will be working on a policy that can be used to determine the best placement of the signs.

Next Steps: At this time, no action is required.

Respectfully Submitted:

Lieutenant Chad Opicka
Eric Rakers
Ken Pabich

De Pere Police Department
De Pere Engineering
De Pere City Planner

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: August 20, 2013

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Ordinance #13-17-, Making Various Corrections throughout the De Pere Municipal Code.

Attached you will find an ordinance whose sole purpose is to update inaccurate and dated information in the De Pere Municipal Code. It is not intended to bring about substantive changes. Below is a brief summary of those changes:

1. Repeal of §8-19; Entry into waters of Fox River prohibited
This ordinance references an area of the Fox River above the dam accessible under the configuration of the former Claude Allouez Bridge. With the location of the east landing of the bridge moving from George Street, the safety hazard present previously is no longer present. The Park Director and Police Chief believe this section is no longer applicable and should be removed and also believe no additional regulations prohibiting entry into the Fox River are necessary.
2. Amending §13-6; Payment under public works contracts
State law changed several years ago limiting the amount the City may keep as retainage. This amendment conforms to that revised state law.
3. Amending §14-08(1); Fences, hedges and tents and §78-9(b)(3); Chronic nuisance premises
A couple of years ago Chapter 142 De Pere Municipal Code was revised as Chapter 8. These cross-references with the old chapter were missed at that time.
4. Amending §14-38(2)(l); R-1 Single family Conditional uses
Rectories, parsonages, etc. are currently double listed as conditional uses in an R-1 zoning district.
5. Amending §14-59(9)(b)3), §22-5(c), §66-9(b)(2) and §146-11(b) fee designations
These changes are in keeping with current ordinance designation that fees are now set by resolution rather than ordinance.
6. Amending §26-3; Water main extensions; assessment
This corrects the cross reference to the assessment ordinance of 13-7

7. Amending §70-4(k); User rules and regulations

This corrects the State law referenced in this ordinance which has recently been renumbered.

8. Repealing Chapter 34; Cable Communications System

In 2007, the Wisconsin Legislature adopted Wis. Stats. §66.0402 which removes City authority to issue franchises to cable company operators and places that authority with the State. Our cable communications system ordinance (Chapter 34) is therefore obsolete.

9. The remaining amendments tackle gender neutrality in the City's ordinances. While prior efforts focused on correcting non-gender neutral references as ordinance changes occurred, we have now sought out the references to make the code as gender inclusive as possible.

Copies of current ordinance provisions for items 1-7 above are attached. I have not attached current ordinances for Chapter 34 (cable communications system) or the various gender inclusive changes. Those sections can be easily accessed on the Municode website at:

<http://library.municode.com/index.aspx?clientId=13364>

If you have any questions, please feel free to contact me at 339-4042

JSL:jld

Attachment

cc: Lawrence Delo, City Administrator
Department Heads
Alderspersons Boyd, Kneiszel, Heuvelmans and Bauer

ATTACHMENTS:

- Ord13-corrections (DOCX)
- CURRENT ORDINANCES (DOCX)

HISTORY:

08/13/13

Finance/Personnel Committee

ORDINANCE #13-17

MAKING VARIOUS CORRECTIONS THROUGHOUT
THE DE PERE MUNICIPAL CODE

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN
AS FOLLOWS:

Section 1. **§8-19, Entry into waters of Fox River**, is hereby repealed in its entirety.

Section 2. **§13-6, Payment under public works contracts**, is hereby repealed and
recreated as follows:

As work progresses under any public works contract involving \$1,000 or more, the city from time to time shall grant to the contractor an estimate of the amount and proportionate value of work done, withholding not more than 5% of the estimate until 50% of the work is completed. At and after 50% completion of the work, as determined by the Director of Public Works or authorized designee, and the Director determines that satisfactory progress is being made and all conditions complied with, the city may continue to retain additional amounts provided the total retainage is not more than 10% of the value of the work completed.

Section 3. **§14-08(1), Fences, walls, hedges and tents**, is hereby amended by deleting §142-22 and adding §8-22.

Section 4. **§14-38(2)(l), R-1, Single Family Residence District**, *Conditional uses*, is hereby repealed in its entirety and subsequent paragraphs re-lettered according.

Section 5. **§14-59(9)(b)3, Planned Development District**, *Zoning application*, is hereby amended by deleting the phrase “a fee of \$200.00” from the introductory sentence and replacing the same with “as determined by resolution of the common council”.

Section 6. **§22-5(c), Construction and repair of streets and sidewalks**, *Grade setting; permit fee*, is hereby amended by deleting the phrase “\$25.00” in the fourth sentence thereof and replacing the same with “as determined by resolution of the common council”.

Section 7. **§26-3, Water main extensions; assessment**, is hereby amended by replacing the reference to section 13-11 of this Code to 13-7.

Section 8. Chapter 34, **Cable Communications System**, is hereby repealed in its entirety.

Section 9. §66-9(b)(2), **Sewer connections, Lateral connection permit**, is hereby amended by deleting the phrase “\$50.00” and from the end of the paragraph and replacing the same with “as determined by resolution of the common council.”

Section 10. §70-4(k), **User rules and regulations, Installation of house laterals**, is hereby amended by deleting all references to “ILHR 82” and replacing the same with “SPS 382”.

Section 11. §78-9(b)(3), **Chronic nuisance premises, Nuisance activity**, is hereby amended by making the following revisions:

- f. deleting §142-9 and adding §8-9;
- n. deleting §142-2 and adding §8-2;
- o. deleting §142-10.1;
- p. deleting §142-15 and adding §8-15;
- q. deleting §142-18 and adding §8-18.1;
- r. deleting §142-20 and adding §8-20

Section 12. §146-11(b), **Neighborhood quiet zones**, is hereby amended by repealing the phrase “of \$25.00” in the last sentence thereof and replacing the same with “as determined by resolution of the common council”.

Section 13. The following sections are hereby amended by deleting the word “he” and replacing the same with “he or she”:

- §1-14, Responsibility for acts;**
- §6-3(b), Rules of order, Introduction of business;**
- §6-7, Veto power of Mayor;**
- §8-15(b)(3), Curfew for minors, Night curfew;**
- §10-17(e)(5)i., Public records, Public access to records;**
- §26-5(c), Storm drainage, Discharge to storm sewer;**
- §26-7(d), Sewer inspector, Authority;**

§30-2(g), **Park regulations**, *Beer/wine*;
 §30-13(a), **Tree injurious to sewers**, *Notice*;
 §46-7(b)(2)a., **Plats and data**, *Supplementary information*;
 §46-8(c)(1), **Land divisions other than subdivisions**, *Certificates and affidavits*;
 §54-6(b)(1), **Littering and damage to property during construction**,
Enforcement;
 §62-4(a); **Inspections**, *Generally*;
§62-6, Authority to discontinue electrical operations;
 §66-3(b), **Plumbing inspector**, *Duties and authority*;
 §66-9(b)(2), **Sewer connections**, *Lateral connection permit*;
 §74-1(e), **Board of health**, *Powers and duties*;
 §74-8(j), **Rate abatement**, *New construction and remodeling*;
 §74-8(k), **Rate abatement**, *Regulations*;
 §74-8(l), **Rate abatement**, *Regulations of health officer*;
 §78-3(c), **Abatement of public nuisances**, *Abatement by court action*;
 §82-8(f), **Disposal of certain solid wastes**, *Questions concerning disposal*;
 §94-8(a), **Responsibility of occupants**, *Cleanliness*;
 §94-9(7), **Roominghouses**, *Sanitary maintenance*;
 §110-1(c)(2); **Junk dealers and auto salvage dealers**, *Application*;
investigation; inspection; and
 §110-1(d)(5); **Junk dealers and auto salvage dealers**, *Regulations*

Section 14. The following sections are hereby amended by deleting the word “him” and replacing the same with “him or her”:

§6-7, **Veto power of Mayor**;
 §7-13(i), **Granting, suspension, revocation and nonrenewal of licenses**,
Decision to grant licenses;
 §8-7(a), **Signs on public property**;
 §14-28(2)(a), **Appeals**, *Findings on appeals*;
§18-5, Assisting police; resisting an officer;
 §26-5(c)(2), **Storm drainage**, *Inspection*;
 §54-6(b)(3), **Littering and damage to property during construction**,
Enforcement;
§66-6, Notice of inspection;
 §66-8(b), **Registration of plumbers**, *Property owner*;
 §90-4(c), **License**, *Initial application*; and
 §94-8(e), **Responsibility of occupants**, *Extermination of pests*

Section 15. The following sections are hereby amended by deleting the word “his” and replacing the same with “his or her”:

§1-18, Clerk to file documents incorporated by reference;
 §6-1(c), **Meetings**, *Mayor presides*;

§6-1(d), **Meetings**, *Special meetings*;
 §6-7, **Veto power of Mayor**;
 §6-8, **Duties of clerk-treasurer**;
 §6-9(c), **Council judge of its members**;
 §7-5(4), **Inspection of taverns**;
 §8-2(b)(1), **Loading and discharge of weapons**, *Weapons other than firearms*;
 §8-4, **Abandoned ice boxes and refrigerators**;
 §8-15(b)(1)i., **Curfew for minors**, *Night curfew*;
 §8-20(b)(2)c., **Truancy offenses**, *Penalties for violation of each section*;
 §8-20(c)(1), **Truancy offenses**, *Contributing to truancy*;
 §10-7(b), **Bonds of officers**;
 §10-14(b)(1), **Continuity of government**, *Elective officers*;
 §10-17(b)(1), **Public records**, *Duty to maintain records*;
 §13-3(a), **Claims; audit**, *Vouchers*;
 §13-9(c), **Deferment of special assessments for indigent persons**, *Discharge of lien*;
 §13-9(d)(1), **Deferment of special assessments for indigent persons**, *Application*;
 §13-9(f), **Deferment of special assessments for indigent persons**, *Notification of clerk-treasurer of increases*;
 §14-21(2), **The Board of Appeals**, *Meetings and rules*;
 §14-25(1), **Zoning certificates**;
 §14-28(2)(a), **Appeals**, *Findings on appeals*;
 §14-59, 9)a), **Planned Development District**, *Rescinding approval*;
 §18-3(d), **Duties of police department**;
 §18-4(a), **Bail**, *Release of arrested person*;
 §18-4(b), **Bail**, *Forfeiture of bail*;
 §18-9(a), **Police power of the fire department**, *Designation of dangerous area boundary*;
 §22-18(d), **Snow removal**, *Deposit on street*;
 §26-2(c), **Water main installations**;
 §26-7(c), **Sewer inspector**, *Duties*;
 §26-7(d), **Sewer inspector**, *Authority*;
 §30-2(h), **Park regulations**, *Liquor*;
 §30-2(n)(2), **Park regulations**, *Feeding of birds or fowl*;
 §30-4(i), **Operation of boats**, *Use of boat landing*;
 §30-7, **Duties of police**;
 §30-8(d)(1)d., **Forestry and city forester**, *Powers and duties*;
 §30-9(f), **Trees in streets and public places**, *Electrical wires*;
 §30-9(i), **Trees in streets and public places**, *Protection of trees while building*;
 §30-11(b), **Planting trees on streets**, *City forester investigation*;
 §38-4(a)(4), **Historic structure, historic site and historic district designation criteria**;
 §46-2, **Definitions**, *Subdivisions*;
 §46-7(b)(2), **Plats and data**, *Supplementary information*;
 §54-3(c)(2), **Uniform Dwelling Code**, *Accessory buildings*;

§54-10(a), **Heating, ventilating and air conditioning permit fees**, *Permit required*;
 §58-5, **Investigation of fires**;
 §58-6, **Modifications of code requirements**;
 §62-3, **Definitions**, *Plant electrician*;
 §62-5, **Right of access to buildings**;
 §62-7(c), **Electrical inspector; duties and authority**, *Deputy inspector*;
 §66-3(b), **Plumbing inspector**, *Duties and authority*;
 §66-4, **Records and reports**;
 §66-7(c), **Plumbing permits**, *Denial*;
 §66-8(a), **Registration of plumbers**, *Required*;
 §66-8(b), **Registration of plumbers**, *Property owner*;
 §66-9(b), **Sewer connections**, *Permits*;
 §66-9(b)(1), **Sewer connections**, *Excavation permit*;
 §66-9(b)(2), **Sewer connections**, *Lateral connection permit*;
 §66-12, **Access to premises**;
 §70-4(a), **User rules and regulations**, *General*;
 §70-4(c)(4), **User rules and regulations**, *Use of public sewers required*;
 §70-6(e), **Control of industrial and septage wastes**, *Pretreatment*;
 §74-1(c), **Board of health**, *Officers*;
 §74-8, **Rat abatement**, *Health officer*;
 §78-3(c), **Abatement of public nuisances**, *Abatement by court action*;
 §86-6(c)(3), **Impoundment of animals**, *Delivery and release*;
 §90-9(b)(3), **Management**;
 §94-2, **Definitions**, *Health officer*;
 §94-8(b), **Responsibility of occupants**, *Disposal of rubbish*;
 §94-8(e), **Responsibility of occupants**, *Extermination of pests*;
 §94-10, **Inspections**;
 §106-8, **Exhibition of certificate**;
 §110-1(c)(2), **Junk dealers and auto salvage dealers**, *Application; investigation; inspection*;
 §110-1(d)(3), **Junk dealers and auto salvage dealers**, *Regulations*;
 §110-5(i)(2), **Sexually oriented adult entertainment establishment**, *Denial of application*;
 §110-5(j)(2), **Sexually oriented adult entertainment establishment**, *Notice and hearing*;
 §126-2, **Definitions**, *False alarm*;
 §130-5(b), **Other provisions**, *Removal of serial number or license plates*;
 §130-5(d), **Other provisions**, *Enforcement of chapter provisions*;
 §134-1(f)(2), **Regulations**, *Failure to file*;
 §138-2(f)(4), **Permit**, *Possession*;
 §146-10(d), **Noises created by human behavior**; and
 §150-13(g), **Snowmobile and minibike regulations**, *Owner responsibility*

Ordinance #13-17
Page 6 of 6

Section 16. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 17. This ordinance shall take effect on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, this ____ day of _____, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

CURRENT ORDINANCES

Sec. 8-19. - Entry into waters of Fox River.

No person shall swim, wade, walk or otherwise enter that part of the Fox River lying westerly of the lock island from the northernmost extremity of the Claude Allouez Bridge abutments southerly to the De Pere Dam.

Sec. 13-6. - Payment under public works contracts.

As work progresses under any public works contract for the performance of which a surety bond has been furnished, the city shall from time to time grant to the contractor an estimate of the amount and proportionate value of work done, withholding ten percent of the estimate for each payment made during the first 50 percent of the work or construction under such contracts; when 50 percent of the work or construction provided for in such contracts has been completed, as determined by the director of public works or other authorized agent of the city, and the director or other authorized agent further determines that satisfactory progress is being made and all conditions complied with, the city may reduce the withheld retainage to five percent of the estimate of the amount and proportionate value of work done.

14-08. - Fences, walls, hedges and tents.

- (1) Fences, walls, and hedges shall be regulated as provided in Section 142-22, Municipal Code.

14-38. - R-1, Single Family Residence District.

- (2) *Conditional uses.* The following conditional uses may be allowed in the R-1 District subject to the provisions of [Section 14-30](#)
 - (a) Bed and breakfast establishments
 - (b) Cemeteries, mausoleums, and columbariums
 - (c) Day care centers
 - (d) Educational institutions as follows:
 - 1) Colleges, junior colleges and universities, including fraternity and sorority houses, dormitories, and other structures and facilities sanctioned by or necessary to the operation of a college or university
 - 2) Elementary and high schools (boarding)
 - 3) Vocational schools
 - (e) Golf courses but not: driving ranges, pitch and put[t] or miniature golf courses
 - (f) Philanthropic and charitable institutions but not including businesses sponsored by such institutions, except as are accessory or incidental to and located in the same building as such institution proper
 - (g) On-site waste disposal systems
 - (h) On-site water supply system
 - (i) Public art galleries and public museums
 - (j) Public utility and service uses, and civic buildings as follows:
 - 1) Electric substations
 - 2) Fire stations
 - 3) Gas regulator stations
 - 4) Police stations
 - 5) Railroad rights-of-way but not including railroad yards and shops other than for passenger purposes
 - 6) Telephone exchanges, transmission equipment buildings and microwave relay towers

- 7) Sewage treatment plants, community
- 8) Waterworks, reservoirs, pumping stations and filtration plants
- 9) Other municipal buildings
- (k) Radio and television stations and similar electronic communicating systems, towers[,]
- transmitting and receiving
- (l) Rectories, parsonages and parish houses (not immediately adjacent to a religious institution that meet the requirements for tax exemption under Wisconsin law)
- (m) Stadiums and grandstands in athletic fields
- (n) Other accessory uses not specifically identified herein

14-59. –PLANNED DEVELOPMENT DISTRICT [In general.]

- (9) *Zoning procedure, plan approvals, variations, and implementation.* The procedure for zoning to a Planned Development District shall be as required for any other zoning amendment except that a petition for zoning to a Planned Development District may be considered only in conjunction with a General Development Plan as hereinafter defined and shall be subject to the following additional requirements:
- (a) *Pre-application conference.* Prior to official submittal of a petition for consideration of a Planned Development District, the petitioner (owner, agent, or proponent) shall meet with the Plan Commission and its technical advisory staff, as may be provided by the Common Council, for a preliminary discussion as to the scope and nature of the proposed development and to consider alternate solutions to the development of a given area. In the event that the scope and nature of the proposed development is disapproved by the Plan Commission, the petitioner may present alternate proposals to the Plan Commission or may appeal such matter to the Common Council.
 - (b) *Staged approval.* A planned development shall be processed in two stages as follows:
 - 1) *General development plan.* The General Development Plan consists of a general concept plan for the entire area covered by the Planned Development District and shall be submitted concurrently with the petition for zoning to a Planned Development District. Such plan shall be clearly marked "General Development Plan" in bold letters and shall provide the following information in sufficient detail to make possible the evaluation of the criteria for approval as set forth in subsection (8) hereof:
 - a) A general location map showing the relationship of the proposed development site to the surrounding area.
 - b) The boundaries of the proposed planned development dimensioned and drawn at a scale no smaller than 1" = 200' and identifying the use of all abutting properties.
 - c) The topography of the site showing contours at an interval of no more than 5 feet and showing all significant natural terrain features such as wooded areas, marshes, drainage channels, and water bodies.
 - d) A generalized site plan showing the pattern of proposed land use, including general size, shape, and arrangement of lots and specific use areas; proposed density of residential development; visual and aesthetic character; the basic street pattern; the basic storm drainage pattern; and the general location, size, and character of recreational and open space areas, including designation of any such areas to be classified as "common open space".
 - e) Appropriate statistical data relative to the development.
 - f) General outline of intended organizational structure related to property owners' association, deed restrictions, etc.
 - g) Any other information deemed appropriate and necessary by the Plan Commission.

- h) The Common Council, after reviewing the recommendation of the Plan Commission, may waive (at their sole discretion) any or all requirements set forth in sections [14-59](#)(d), (e), and (f), above, for contiguous areas of less than 100,000 square feet for any plan proposing a single purpose development. Any and all provisions thereof which are waived shall be noted in the submittal of the Precise Implementation Plan.
- 2) *Precise implementation plan.* The Precise Implementation Plan consists of that portion of the General Development Plan for which specific development approval is requested and may not be approved until after final approval of the General Development Plan is secured. Such plan shall be clearly marked "Precise Implementation Plan" in bold letters and shall provide the following information:
 - a) An accurate identification of the area of the Precise Implementation Plan as it relates to the General Development Plan.
 - b) A plat of survey as required by Section [Chapter] 236, Wisconsin Statutes [Wis. Stats. ch. 236], of the area of the Precise Implementation Plan showing all existing utilities and recorded easements.
 - c) The topography of the area of the Precise Implementation Plan showing contours at an interval of no more than 5 feet.
 - d) A detailed site development plan showing at a scale no smaller than 1" = 200' the specific designation of proposed land utilization, including the pattern of public and private roads, driveways, walkways, and parking facilities; detailed lot layout, and the arrangements of building groups other than single family residences; the use intended for any nonresidential buildings; and the specific treatment of any common open spaces.
 - e) A proposed grading plan for the area of the Precise Implementation Plan.
 - f) Specific landscape plans for all common open space, amenities or housing groups other than private single family lots, including fences, walls, signs, and lighting.
 - g) Architectural plans for any nonresidential buildings, multiple family structures or building clusters other than conventional single family homes on individual lots in sufficient detail to indicate the floor area, bulk, and visual character of such buildings.
 - h) Detailed storm drainage, sanitary sewage disposal, and water system plans approved by the Board of Public Works.
 - i) Proposed engineering standards for all roads, parking areas, and walkways.
 - j) Agreements, bylaws, covenants, and other documents providing for permanent preservation and maintenance of common open areas and amenities.
 - k) A schedule and map as to the intended phasing of development if more than one phase is intended.
 - l) Any other information deemed appropriate and necessary by the Plan Commission.
- 3) *Zoning application.* Application for zoning to Planned Development District shall be made by petition submitted to the City Clerk and shall include, in addition to the normal zoning processing fee, a fee of \$200.00, together with the following:
 - a) A written statement describing the area of the proposed redistricting and the general character of the intended development. In addition, this statement will contain all major planning assumptions and objectives of the proposed development, its concept and the benefits that will accrue from it to the community at large, as well as to its residents.
 - b) An accurate map of the proposed area to be zoned.

- c) A "General Development Plan" as set forth in subsection b.1. hereof.

Sec. 22-5. - Construction and repair of streets and sidewalks.

- (c) *Grade setting; permit fee.* The department of public works shall furnish the grade for sidewalks, lawns and streets by setting stakes in accordance with normal engineering practices. After grade lines are furnished in this manner to a contractor or property owner, it shall be the duty of the contractor or property owner to preserve such grade stakes until the sidewalks have been constructed. Failure to preserve the grade line and grade stakes, necessitating the return of a city employee to reset the stakes, will subject the contractor or property owner to the expense involved in resetting the grade stakes. A one-time permit fee of \$25.00 shall be charged for the initial grade setting as contemplated in this section. The fee will be collected by the building inspector at the time of issuance of the building permit, although the grade permit will be processed by the department of public works at the time of the grade request.

Sec. 26-3. - Water main extensions; assessment.

Assessment for the extension of a water main shall be as provided in section 13-11 of this Code.

Sec. 66-9. - Sewer connections.

- (b) *Permits.* No person shall open any street, alley or other place for the purpose of connecting to a storm or sanitary sewer lateral main or other terminal without first obtaining from the director of public works or his authorized agent the permits required by this section.
- (1) *Excavation permit.* Prior to excavating for the purpose of connecting to a sewer lateral main or other terminal within the public rights-of-way, the applicant shall obtain from the director of public works or his authorized agent a permit to open any street, alley or public place. This permit shall be acquired at the municipal service center and, at the time of issuance of such permit, arrangements shall be made for inspection of such connection. The fee for the excavation permit shall be as provided in [section 22-11](#) of this Code.
- (2) *Lateral connection permit.* No person shall connect to any sewer or water lateral or other disposal terminal, lay any sanitary or storm sewer or drain or make any attachment or extension to any old drain or sewer, private or public, inside or outside of the building, without first obtaining from the plumbing inspector or his authorized agent a permit under this section. The plumbing inspector may require any plans he deems necessary to determine the adequacy of any such connection before issuing a sewer lateral connection permit. The fee for a lateral connection permit shall be \$50.00.

Sec. 70-4. - User rules and regulations.

- (k) *Installation of house laterals.* All service pipes (laterals) on private property will be installed in accordance with the State of Wisconsin Administrative Code. ILHR 82 "Design, Construction, Installation, Supervision, and Inspections of Plumbing", including Section ILHR 82.04, "Laterals". As required by Section ILHR 82.04(5), all laterals shall be inspected: "The lateral and/or private interceptor main sewer shall be inspected upon completion of placement of the pipe and before backfilling and tested before or after backfilling." Prior to installation of any service the applicant shall obtain inspection permits from the building/plumbing inspector.

Sec. 78-9. - Chronic nuisance premises.

- (b) *Definitions.* The following terms shall be defined as follows in this provision.
- (1) *Chief.* The chief of police or the chief's written designee.

- (2) *Enforcement action.* Arrest, the issuance of a citation, or the issuance of a written or verbal warning.
- (3) *Nuisance activity.* Any of the following activities, behaviors, or conduct occurring on a premises:
- a. An act of harassment, as defined in § 947.013, Wis. Stats.
 - b. Disorderly conduct, as defined in § 947.01, Wis. Stats.
 - c. Battery, substantial battery, or aggravated battery, as defined in § 940.19, Wis. Stats.
 - d. Lewd and lascivious behavior, as defined in § 944.20, Wis. Stats.
 - e. Prostitution offenses, as defined in § 944.30 or § 944.34 Wis. Stats.
 - f. Littering, as defined in § 142-9 De Pere Municipal Code.
 - g. Theft, as defined in § 943.20, Wis. Stats.
 - h. Receiving stolen property, as defined in § 943.34, Wis. Stats.
 - i. Arson, as defined in § 943.02, Wis. Stats.
 - j. Possession, manufacture, or delivery of a controlled substance or related offenses, as defined in Ch. 961, Wis. Stats.
 - k. Gambling, as defined in § 945.02, Wis. Stats.
 - l. Animal violations, as defined in [Ch. 86](#), De Pere Municipal Code.
 - m. Trespass to land, as defined as §§ 943.13 and 943.14, Wis. Stats.
 - n. Weapons violations as defined in § 142-2 De Pere Municipal Code.
 - o. Noise violations as defined in [Chapter 146](#), and §142-10.1 De Pere Municipal Code.
 - p. Violation of curfew for minors, as defined in § 142-15 De Pere Municipal Code.
 - q. Loitering, as defined in § 142-18 De Pere Municipal Code.
 - r. Truancy, as defined in § 142-20 De Pere Municipal Code.
 - s. Alcohol violations, as defined in Chapter 122, De Pere Municipal Code and § 125.07 Wis. Stats.
 - t. Obstructing or Resisting an Officer, as defined in §946.41 Wis. Stats.
 - u. Misuse of emergency telephone numbers as defined in § 941.35 Wis. Stats.
 - v. Any act of being party to a crime, as defined in § 939.05 Wis. Stats., any of the activities in paragraphs a—l above.
 - w. Any conspiracy to commit, as defined in § 939.31 Wis. Stats. or attempt to commit, as defined in § 939.32 Wis. Stats., any of the activities in paragraphs a—m above.
 - x. The execution of arrest or search warrants at a particular location.
 - y. City of De Pere inspection-related calls where the police department responds.

Sec. 146-11. - Neighborhood quiet zones.

- (b) As used in this subsection, the phrase "neighborhood quiet zones" shall be defined as a residential area wherein not less than 51 percent of the property owners in a nonbusiness zoned area have successfully petitioned the common council to request such status. In arriving at the requisite percentage, each parcel of property or tax parcel shall be counted as one. The majority of record title holders to each property must sign the petition in order to constitute one parcel toward the requisite number of residents. Posting of such zones shall be in accordance with the procedures as established by the common council. The area shall not be less than one block in length on both sides of the street provided, however, smaller residential areas may be included within an existing contiguous quiet zone. A separate petition shall be filed for each block, or portion thereof, or, in the case of a lawfully established neighborhood association, the boundaries of such association. When the petition is filed with the city clerk-treasurer, it shall contain the requisite percentage of owners and no signatures can be added or subtracted after it is filed with the city clerk-treasurer. All signatures on the petition shall be obtained within three months from the date of the first signature or such petition shall be void. The common council shall not grant such status to any area less than

that as prescribed above. Such status shall remain in effect for a period of at least one year, after which time, utilizing the same guidelines as for the establishment of such status, it may be repealed by petition of the residents or owners subject to approval of the common council. Notice of public hearings to establish or repeal any residential neighborhood quiet zone shall be given to all record owners within the zone. A fee of \$25.00 shall accompany each petition.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: August 20, 2013

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Ordinance #13-18, Amending §8-1, De Pere Municipal Code
Relating to State Statutes Adopted by Reference.

The De Pere Police Department is requesting the city adopt the state statute Unauthorized Use of Computerized Communication System into the city ordinances. The purpose of adopting this statute is to use it as a tool to prevent and control the use of electronic devices (smart phones, I-pads, etc.) from being used to frighten, intimidate, threaten, abuse, or harass others.

- State Statute requires minimum mandates that include prison sentences that in some circumstances may not be appropriate for the situation.
- There has been a significant increase in the use of electronic devices to send nude images and “sexting” text messages.
- There has been a significant increase in the use of electronic devices to “harass” others by recruiting others to send multiple E mails, texts messages etc., in order to harass an individual.
- There has been a significant increase in the use of electronic devices to intimidate others by sending obscene, lewd or profane messages to individuals.
- There has been a significant increase in the use of electronic devices to intimidate/harass others by sending communications while preventing the disclosure of the sender’s identity through certain phone features and “spoofing” (concealing social media identity or location).

The penalties in state statute are severe and may be excessive for many of the situations officers are currently investigating. Many of these are occurring with middle and high school aged persons making poor choices and/or not realizing the consequences of their actions. The ordinance may also be used for adults violating the statute when deemed appropriate. Currently there are no city ordinances available that address this type of violation.

The suggested forfeitures have been discussed with Judge Matyas. We recommend the forfeitures as:

- \$150.00 plus costs for First Offense
- \$250.00 plus costs for Second Offense
- \$300.00 plus costs for Third Offense

Please consider adopting this state statute. If there are any questions please contact me at 339-4075.

ATTACHMENTS:

- Ord13-§947.0125 (DOCX)
- Ordinance Attachments (PDF)

HISTORY:

08/13/13

Finance/Personnel Committee

ORDINANCE #13-18

AMENDING §8-1, DE PERE MUNICIPAL CODE
RELATING TO STATE STATUTES ADOPTED BY REFERENCE

THE COMMON COUNCIL OF THE CITY OF DE PERE DO ORDAIN AS FOLLOWS:

Section 1: **§8-1, Offenses against state law subject to forfeiture**, is hereby amended by adding the following:

8.947.0125, unlawful use of computerized communication systems
(Wis. Stats. §947.0125)

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this _____ day of _____, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Sec. 8-1. - Offenses against state law subject to forfeiture.

The following state statutes, together with all amendments thereto as may be enacted from time to time, are hereby adopted and incorporated by reference as if fully set forth in this section. The penalty for violation of these statutes shall be determined by Resolution of the Common Council.

- 8.167.10, fireworks regulated (Wis. Stats. § 167.10);
- 8.167.31, safe use and transportation of firearms and bows (Wis. Stats. § 167.31);
- 8.254.92, purchase or possession of cigarettes or tobacco products by persons under 18 prohibited (Wis. Stats. § 254.92).
- 8.940.19(1), battery [Wis. Stats. § 940.19(1)];
- 8.941.13, false alarm (Wis. Stats. § 941.13);
- 8.941.20, endangering safety by the use of a dangerous weapon (Wis. Stats. § 941.20);
- 8.941.23, carrying concealed weapon (Wis. Stats. § 941.23);
- 8.941.235, carrying a firearm in a public building (Wis. Stats. § 941.235);
- 8.941.237, carrying a handgun where alcohol beverages may be sold or consumed (Wis. Stats. § 941.237);
- 8.941.26, machine guns and other weapons (Wis. Stats. § 941.26);
- 8.941.28, possession of short barreled shotgun or short barreled rifle (Wis. Stats. § 941.28);
- 8.941.29, possession of firearms (Wis. Stats. § 941.29);
- 8.941.37, obstructing emergency or rescue personnel (Wis. Stats. § 941.37);
- 8.943.01(1), criminal damage to property (Wis. Stats. § 943.01(1));
- 8.943.13, trespass to land (Wis. Stats. § 943.13);
- 8.943.14, criminal trespass to dwelling (Wis. Stats. § 943.14);
- 8.943.15, entry onto a construction site or into a locked building, dwelling or room (Wis. Stats. § 943.15);
- 8.943.20, theft (Wis. Stats. § 943.20);
- 8.943.21, fraud on a hotel or restaurant keeper (Wis. Stats. § 943.21);
- 8.943.225, refusal to pay for motor bus ride (Wis. Stats. § 943.225);
- 8.943.34, receiving stolen property (Wis. Stats. § 943.34);
- 8.943.37, alteration of property identification marks (Wis. Stats. § 943.37);
- 8.943.38, forgery (Wis. Stats. § 943.38);
- 8.943.41, financial transaction card crimes (Wis. Stats. § 943.41);
- 8.943.45, obtaining telecommunications service by fraud (Wis. Stats. § 943.45);
- 8.943.46, theft of cable television services (Wis. Stats. § 943.46);
- 8.943.47, theft of satellite cable programming (Wis. Stats. § 943.47);
- 8.943.50, retail theft (Wis. Stats. § 943.50);
- 8.943.55, removal of shopping cart (Wis. Stats. § 943.55);
- 8.943.61, theft of library material (Wis. Stats. § 943.61);
- 8.943.70, computer crimes (Wis. Stats. § 943.70);
- 8.943.82, fraud against a financial institution (Wis. Stats. § 943.82);
- 8.943.201, unauthorized use of individual's personal identifying information or documents (Wis. Stats. § 943.201);
- 8.944.15, fornication (Wis. Stats. § 944.15);

- 8.944.17, sexual gratification (Wis. Stats. § 944.17);
- 8.944.20, lewd and lascivious behavior (Wis. Stats. § 944.20);
- 8.945.02, gambling (Wis. Stats. § 945.02);
- 8.946.41, resisting or obstructing officer (Wis. Stats. § 946.41);
- 8.946.42, escape (Wis. Stats. § 946.42);
- 8.947.01, disorderly conduct (Wis. Stats. § 947.01);
- 8.947.012, unlawful use of telephone (Wis. Stats. § 947.012);
- 8.947.013, harassment (Wis. Stats. § 947.013);
- 8.947.04, drinking in common carriers, metal or glass debris in or on the shore of any body of water (Wis. Stats. § 947.04);
- 8.947.06, unlawful assemblies and their suppression (Wis. Stats. § 947.06);
- 8.948.51, hazing (Wis. Stats. § 948.51);
- 8.948.605, gun-free school zone (Wis. Stats. § 948.605);
- 8.951.01 - 8.951.18, crimes against animals (Wis. Stats. §§ 951.01 - 951.18);
- 8.961.41(3g), possession of marijuana (Wis. Stats. § 961.41(3g));
- 8.961.573(1) and (2), possession of drug paraphernalia (Wis. Stats. § 961.573);
- 8.961.574(2), manufacture or delivery of drug paraphernalia (Wis. Stats. § 961.574(2));
- 8.961.575(2), delivery of drug paraphernalia to a minor (Wis. Stats. § 961.575(2)).

For purposes of charging and prosecution of any forfeiture action under this Code, the city hereby adopts section Wis. Stats. § 939.05, party to a crime, and section Wis. Stats. § 939.32, attempt.

(Code 1974, § 41.01; Ord. No. 06-45, § 1, 12-5-2006; Ord. No. 09-16, § 2, 8-18-2009; Ord. No. 09-19, § 1, 8-18-2009; Ord. No. 09-30, §§ 3, 4, 12-15-2009; Ord. No. 10-19, § 1, 9-21-2010; Ord. No. 10-22, §§ 1, 2, 10-19-2010)

947.0125 Unlawful use of computerized communication systems.

(1) In this section, "message" means any transfer of signs, signals, writing, images, sounds, data or intelligence of any nature, or any transfer of a computer program, as defined in s. 943.70 (1) (c).

(2) Whoever does any of the following is guilty of a Class B misdemeanor:

- (a)** With intent to frighten, intimidate, threaten, abuse or harass another person, sends a message to the person on an electronic mail or other computerized communication system and in that message threatens to inflict injury or physical harm to any person or the property of any person.
- (b)** With intent to frighten, intimidate, threaten, abuse or harass another person, sends a message on an electronic mail or other computerized communication system with the reasonable expectation that the person will receive the message and in that message threatens to inflict injury or physical harm to any person or the property of any person.
- (c)** With intent to frighten, intimidate, threaten or abuse another person, sends a message to the person on an electronic mail or other computerized communication system and in that message uses any obscene, lewd or profane language or suggests any lewd or lascivious act.
- (d)** With intent to frighten, intimidate, threaten or abuse another person, sends a message on an electronic mail or other computerized communication system with the reasonable expectation that the person will receive the message and in that message uses any obscene, lewd or profane language or suggests any lewd or lascivious act.
- (e)** With intent to frighten, intimidate, threaten or abuse another person, sends a message to the person on an electronic mail or other computerized communication system while intentionally preventing or attempting to prevent the disclosure of his or her own identity.
- (f)** While intentionally preventing or attempting to prevent the disclosure of his or her identity and with intent to frighten, intimidate, threaten or abuse another person, sends a message on an electronic mail or other computerized communication system with the reasonable expectation that the person will receive the message.

(3) Whoever does any of the following is subject to a Class B forfeiture:

- (a)** With intent to harass, annoy or offend another person, sends a message to the person on an electronic mail or other computerized communication system and in that message uses any obscene, lewd or profane language or suggests any lewd or lascivious act.
- (b)** With intent to harass, annoy or offend another person, sends a message on an electronic mail or other computerized communication system with the reasonable expectation that the person will receive the message and in that message uses any obscene, lewd or profane language or suggests any lewd or lascivious act.

- (c) With intent solely to harass another person, sends repeated messages to the person on an electronic mail or other computerized communication system.
- (d) With intent solely to harass another person, sends repeated messages on an electronic mail or other computerized communication system with the reasonable expectation that the person will receive the messages.
- (e) With intent to harass or annoy another person, sends a message to the person on an electronic mail or other computerized communication system while intentionally preventing or attempting to prevent the disclosure of his or her own identity.
- (f) While intentionally preventing or attempting to prevent the disclosure of his or her identity and with intent to harass or annoy another person, sends a message on an electronic mail or other computerized communication system with the reasonable expectation that the person will receive the message.
- (g) Knowingly permits or directs another person to send a message prohibited by this section from any computer terminal or other device that is used to send messages on an electronic mail or other computerized communication system and that is under his or her control.

History: 1995 a. 353.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 20, 2013

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #13-104, Amending Municipal Court Bond Schedule.

ATTACHMENTS:

- Reso13-104 bond schedule (DOCX)

RESOLUTION #13-104

AMENDING MUNICIPAL COURT BOND SCHEDULE

WHEREAS, the City has, pursuant to Resolution 06-157, adopted a cash deposit bond schedule for Municipal Court forfeitures to be imposed by the De Pere Municipal Court; and

WHEREAS, subsequent to such adoption, additional offenses subject to forfeiture have been adopted by the Common Council, for which a cash deposit bond schedule is necessary.

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT:

The schedule of cash deposits established by the judge of the Joint Municipal Court is hereby amended by including the cash deposits as set forth below.

<u>Chapter</u>	<u>Title</u>	<u>First Offense</u>	<u>Second Offense</u>	<u>Subsequent Offenses</u>
8.947.0125	Unlawful use of computerized communications systems (Wis. Stats. §947.0125)	\$150.00 (plus costs)	\$250.00 (plus costs)	\$300.00 (plus costs)

- (a) The cash deposits above shall have added thereto all court costs, penalties, and jail assessments applicable under the Wisconsin Statutes or by ordinance.
- (b) The cash deposits above for second and subsequent offenses represent an average bond schedule subject to adjustment as provided herein. In all such charges, the cash deposit shall be not less than the indicated amount and not more than \$2,000.00. Such exact amount of the cash deposit shall be determined considering the following factors:
 - 1. Severity of defendant's conduct.
 - 2. Amount of time spent by the police officer in solving the problem.
 - 3. Amount of any damage done to property.
 - 4. Amount of injury to the officer or other person.
 - 5. Degree to danger Defendant's conduct put officer or other persons or property in.
 - 6. Degree to disturbance caused by such conduct.
- (c) The Municipal Judge may include such amounts as restitution for victims as allowed by law.
- (d) The Municipal Judge shall collect all forfeitures and taxable costs in any action or proceeding and shall cause such moneys to be paid to the Clerk-Treasurer not later than two weeks succeeding the receipt thereof or shall account for moneys collected and paid to other governmental agencies as required by law.

- (e) Municipal Court costs are \$28.00, and the Municipal Judge shall include said amount as and for taxable costs to be collected.

BE IT FURTHER RESOLVED THAT:

The following provisions shall apply for violations of ordinance:

- (a) All actions before the Municipal Court for alleged violation of provisions of this Code shall be forfeiture actions. Upon failure to pay any forfeiture duly imposed, after affording a reasonable time to pay such forfeiture considering the amount thereof and ability of the defendant to pay, the Court may impose imprisonment of not more than ninety (90) days for each violation, may suspend the defendant's motor vehicle driving privileges for up to two (2) years or until paid, or may fashion any other appropriate remedy applicable to forfeiture actions in this state.
- (b) The forfeiture for violation of any provision of this Code shall be not less than One Dollar (\$1.00) nor more than Two Thousand Dollars (\$2,000.00).

BE IT FURTHER RESOLVED THAT:

The Court's authority to impose alternative juvenile dispositions and sanctions is as follows:

- (a) For a juvenile adjudged to have violated any ordinance, the Municipal Court is authorized to impose any of the dispositions listed in Wis. Stats. §§938.343 and 938.344, in accordance with the provisions of those statutes.
- (b) For a juvenile adjudged to have violated an ordinance who violates a condition of a dispositional order of the Municipal Court under Wis. Stats. §§938.343 and 938.344, the Municipal Court is authorized to impose any of the sanctions listed in Wis. Stats. §938.355(6)(d), in accordance with the provisions of those statutes.
- (c) This section is enacted under the authority of Wis. Stats. §938.17(2)(cm).

Resolution #13-104
Page 3 of 3

BE IT FURTHER RESOLVED THAT:

This resolution shall become effective on August 21, 2013.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes:_____

Nays:_____

Attachment: Reso13-104 bond schedule (1257 : Resolution #13-104, Amending Municipal Court Bond Schedule.)

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 20, 2013
DEPARTMENT: Common Council
FROM: Lisa Renier
SUBJECT: Resolution #13-105, Setting Various Fees.

ATTACHMENTS:

- Resolution 13-setting various fees (DOCX)

RESOLUTION #13-105

SETTING CERTAIN FEES

WHEREAS, the Common Council, having revised various ordinances containing certain fees for services wishes to establish those fees pursuant to Resolution of the Council.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT the Common Council imposes the following changes to fees for such services indicated:

**Pursuant to Chapter 22 De Pere Municipal Code
(Streets, Alleys & Sidewalks)**

<u>Service</u>	<u>Fee</u>
Grade setting permit	\$25

**Pursuant to Chapter 66 De Pere Municipal Code
(Plumbing Code)**

<u>Service</u>	<u>Fee</u>
Sewer lateral connection permit	\$75

**Pursuant to Chapter 146 De Pere Municipal Code
(Noise Ordinance)**

<u>Service</u>	<u>Fee</u>
Neighborhood quiet zone application	\$25

BE IT FURTHER RESOLVED THAT:

Fees established hereunder shall be effective upon adoption of this resolution.

BE IF FURTHER RESOLVED THAT:

All city officers, officials, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2032.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes ____

Nays ____

Attachment: Resolution 13-setting various fees (1275 : Resolution #13-105, Setting Various Fees)

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 20, 2013

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #13-106, Authorizing Sidewalk Cafe Permit for Paintin' Pottery II or Bead It, LLC.

This request is a permit to allow outdoor seating on the sidewalk alongside the building as requested by the owner.

The business the "Paintin' Pottery or Bead It" located at 520 George Street has requested permission to allow outdoor seating on the City's sidewalk for their customers. The request is for proposed seating for three (3) 24" tables alongside the building. (See attached sketch) Staff has reviewed the request on site and has determined that this will not impact pedestrian traffic on the sidewalk as long as they keep the tables and chairs adjacent to the building. I discussed with owner that she needs to keep table and chairs close to the building in order to maintain a 48" clear path for pedestrians in wheel chairs. I also told owner that they need to keep area clean.

ATTACHMENTS:

- Reso13-Paintin pottery (DOCX)
- Paintin Pottery 8-13-164-004-13 (DOCX)
- sidewalk cafe permit paintin pottery or bead it (PDF)

HISTORY:

08/12/13

Board of Public Works

RESOLUTION #13-106

AUTHORIZING A SIDEWALK CAFÉ PERMIT FOR
PAINTIN' POTTERY II OR BEAD IT, LLC

WHEREAS, Paintin' Pottery II or Bead It, LLC has requested a Sidewalk Café Permit from the City to place bistro tables and chairs to accommodate outside customer seating within City right-of-way in front of their business at 520 George Street, De Pere; and

WHEREAS, the Board of Public Works has reviewed such request and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Sidewalk Café Permit, attached hereto and incorporated by reference as Exhibit A, is hereby authorized and approved, and the Mayor and Clerk-Treasurer are directed to execute the same.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

SIDEWALK CAFE PERMIT

Name and Address of Permittee: Paintin' Pottery II or Bead It, LLC
c/o Carolyn Caffrey
520 George Street
De Pere, WI 54311

Grantor: City of De Pere

Location of Encroachment: 520 George Street
See attached Exhibit 1

Purpose of Encroachment: Outdoor Seating/Food Service (tables and chairs)

The purpose and occupancy of the public right-of-way referenced above as allowed by this permit is conditioned upon Paintin' Pottery II or Bead It, LLC's compliance with Wis. Stats. §66.0425, and the following provisions:

1. Permit. City hereby authorizes and grants to Paintin' Pottery II or Bead It, LLC ("Permittee") a Sidewalk Cafe Permit for that specific area described in the sketch attached hereto and incorporated as Exhibit 1. Such Sidewalk Café Permit is subject to the following terms and conditions:

- a) The Sidewalk Café Permit granted hereunder shall be valid from July 1 through June 30 of each year this permit is valid. Renewals of this permit may be accomplished administratively through the City Administrator.
- b) The permit granted under this Agreement authorizes tables and chairs (outdoor seating) for food service within the area illustrated in Exhibit 1.
- c) It is specifically understood and agreed by the parties that the City shall undertake no responsibility for the maintenance of the permit area or the tables and chairs. Permittee shall maintain the permit area and all personal property thereon in a neat and orderly manner, keeping it clean, free of noxious weeds, trash, and debris. All personal property placed on the permit area by Permittee shall remain the property of Permittee and the City shall not be held liable for any damage to such personal property regardless of the cause of such damage.
- d) All tables, chairs and other materials and equipment placed out on the sidewalk for operation of the sidewalk cafe shall be removed from the site before the close of business and not returned to the sidewalk area until the usual and customary opening of the sidewalk cafe each day.

e) Sale of Alcohol Beverages:

☒ Not Allowed

- (i) No alcohol beverages may be sold or consumed in the sidewalk café area.

☐ Allowed

- (i) No alcohol beverages may be sold or consumed in the sidewalk café area unless the City Council has made that area part of the liquor licensed area.

- (ii) If the City Council has approved the sidewalk café area as part of the liquor licensed area, Permittee agrees as follows:

- (1) Violations of the requirements of this chapter or Wis. Stats. ch. 125 may result in the Sidewalk Café Permit issued hereunder and the Class B premise permit expansion being repealed by the Common Council in addition to other penalties provided under those regulations.
- (2) Alcohol beverages shall only be served to patrons of the establishment by a server in the sidewalk café area. No carryout or carry-in of alcohol beverages by a patron to and from the area of the sidewalk café shall be permitted.
- (3) Each sidewalk café serving alcohol beverages shall be responsible for monitoring the area of the sidewalk café to ensure that customers are of legal drinking age and that alcohol beverages are not removed from the premises.
- (4) The sale of alcohol beverages in sidewalk café areas shall be limited to the hours of 11:00 a.m. to 11:00 p.m. All alcohol shall be removed from the sidewalk café area no later than 11:30 p.m.

- f) Adequate egress and ingress as determined by ADA standards along the sidewalk café area subject to this permit is maintained at all times. The number of chairs per bistro table shall not exceed two (2) and no chair may be placed along the north side of the tables shown on Exhibit 1.

2. Insurance. Permittee shall supply to the City a certificate of general liability insurance, naming the City as an additional insured for purposes of this Permit in an amount not less than \$1,000,000 per occurrence. Permittee shall save and hold City harmless from any and all injury that may occur or be said to have occurred as a result of Permittee's utilization of the Sidewalk Cafe Permit issued under this Agreement. Such hold harmless agreement shall extend to any injury to person or property involving any officers or agents of the parties hereto or any third parties. A copy of the required certificate of insurance is attached and incorporated as Exhibit 2.

Paintin' Pottery II or Bead It, LLC
Sidewalk Café Permit
Page 2 of 3

3. Revocation. The Permit granted hereunder may be revoked upon written or oral notice of the Director of Public Works at any time with or without notice. The parties acknowledge that the privileges granted by the permit hereunder constitute encroachments upon public trust properties and may be let only under the condition that the use of such public space does not interfere with public safety, access, aesthetics, or any other public purpose

4. Permit Not a Conveyance. It is specifically understood and agreed that in granting the permit hereunder, no right or interest is granted in the ownership or continued use of the property subject thereto.

IN WITNESS WHEREOF, the parties hereto execute this agreement on this _____ day of _____, 2013.

PAINTIN' POTTERY II OR BEAD IT, LLC

CITY OF DE PERE

Print Name:
Title:

Michael J. Walsh, Mayor

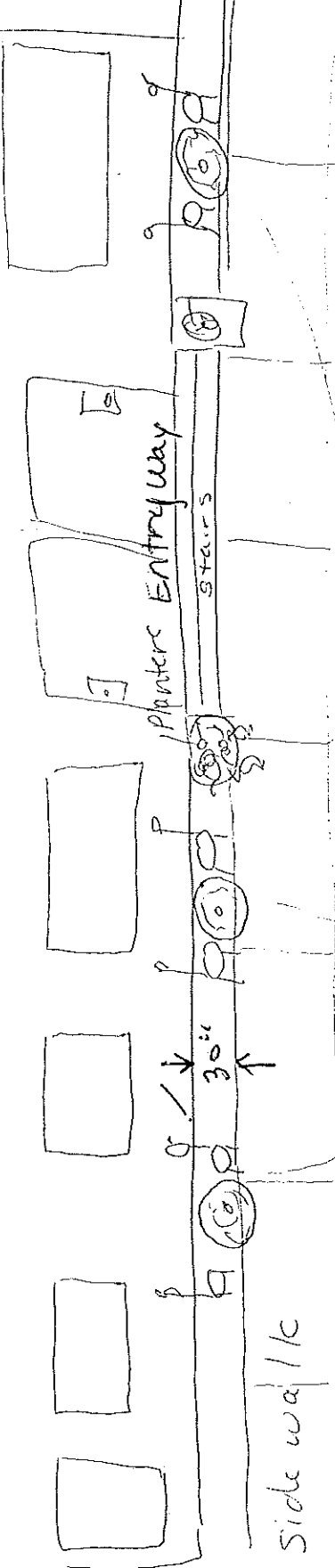
Print Name:
Title:

Shana L. Defnet, Clerk-Treasurer

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Paintin' Pottery II or Bead It, LLC
Sidewalk Café Permit
Page 3 of 3

Building



city

red brick

Small 3 sets metal bistro tables -
Solid + heavy in construction

Serving coffee, ice cream, cupcakes

NO ALCOHOL

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 20, 2013

DEPARTMENT: Engineering

FROM: Karen Heyrman

SUBJECT: Resolution #13-107, Approving Agreement for Consulting Services
Between the City of De Pere and Beacon Electric LLC (Pedestrian
Signal Installation).

ATTACHMENTS:

- Reso13-Beacon (DOCX)
- Beacon Agreement w.Exhibits (PDF)

HISTORY:

08/12/13 Board of Public Works

RESOLUTION #13-107

APPROVING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND BEACON ELECTRIC LLC
(Pedestrian Signal Installation)

WHEREAS, the City is in need of pedestrian signal installation services at various locations within the City; and

WHEREAS, Beacon Electric LLC has available and offers to provide personnel and equipment necessary to accomplish the pedestrian signal installation within the required time.

WHEREAS, the Board of Public Works has reviewed such proposal and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Beacon Electric LLC (Pedestrian Signal Installation) as is attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

**AGREEMENT FOR CONSULTING SERVICES BETWEEN THE
CITY OF DE PERE AND BEACON ELECTRIC LLC
(Pedestrian Signal Installation)**

THIS AGREEMENT made and entered into this _____ day of _____, 2013, by and between the City of De Pere, Wisconsin, ("City"), and Beacon Electric LLC, a Wisconsin limited liability company ("Consultant").

WITNESSETH

WHEREAS, the City is in need of pedestrian signal installation services at various locations within the City; and

WHEREAS, the Consultant has available and offers to provide personnel and equipment necessary to accomplish the pedestrian signal installation within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the City Advertisement for Proposals dated July 25, 2013 (Exhibit A) and Consultants Proposal thereto (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described in Exhibit A. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

IV. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

V. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or risk of significant harm to the public.

VI. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the pedestrian signal installation and Consultant's work hereunder shall be completed as per the schedule shown in Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VII. COMPENSATION

For the services which are to be performed by the Consultant, the City agrees to pay, and the Consultant agrees to compensation in the amount not to exceed \$2,464, to be invoiced on a monthly basis. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

Beacon Electric LLC
Consulting Agreement
Page 2 of 6

VIII. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

IX. INSURANCE

The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

X. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, the City shall indemnify and hold harmless Consultant, the Consultant's officers, directors, partners, employees, and Consultant's Consultants from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of City

and City's officers, directors, partners, employees, and City's Consultants with respect to this Agreement or the project.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XI. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XIII. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XIV. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XV. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event

that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVII.

XVI. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XVII. MEDIATION

All claims, disputes and other matters in questions between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XVIII. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to:

If to City:

City of De Pere
Attention: City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

With a copy to:

City of De Pere
Attn: City Engineer
925 South Sixth Street
De Pere, WI 54115

If to Consultant:

Beacon Electric LLC
Attention: William Fatla
4988 County Road JJ
Green Bay, WI 54311

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

BEACON ELECTRIC LLC

By:

CITY OF DE PERE

By:

Print Name:
Title:

Michael J. Walsh, Mayor

Print Name:
Title:

Shana L. Defnet, Clerk-Treasurer

H:\dupont\Agreements\2013\Beacon Electric (pedestrian signals) 8-13-189-006-13.docx

SECTION 00 11 13**JULY 25, 2013****CITY OF DE PERE****ADVERTISEMENT FOR PROPOSALS****PROJECT 13-10****PEDESTRIAN SIGNALS**

Sealed proposals will be received by the Board of Public Works of the City of De Pere at the Municipal Service Center, 925 South Sixth Street, De Pere, Wisconsin 54115, until 1:00 PM. Tuesday August 6, 2013, at which time they will be publicly opened and read aloud.

Project 13-10 for which proposals are being sought includes the following approximate quantities:

- 1) Installation of one (1) Blinker Beam Ped Crossing sign with push button activation
- 2) Install LED Countdown Pedestrian Signal Modules at two (2) intersections (12 Total).

Complete proposal documents are available at the office of the Director of Public Works and can also be accessed by submitting a request for Project 13-10 Pedestrian Signal proposal documents from Karen Heyrman by e-mail at kheyрман@mail.de-pere.org or phone at 920-339-4072 ext. 2239.

The City of De Pere reserves the right to reject any or all bids, to waive any informalities in bidding and to accept any proposal which the Common Council deems most favorable to the interest of the City of De Pere.

Dated this 25th day of July 2013.

Board of Public Works
City of De Pere
Eric Rakers, P.E.
City Engineer

Project 13-10

Exhibit A

Request for Proposals For Pedestrian Signals

The City of De Pere would like to invite your firm to submit a proposal for the Pedestrian Signals.

Your proposal must be submitted to our office by **August 6th 2013, at 1:00 p.m.**

GENERAL INFORMATION:

This proposal is for the installation of a pedestrian activated flashing LED sign unit and the replacement of pedestrian signals at two intersections with count down walk timers. The Third Street crossing is located near the Fine Arts building of St. Norbert College and will include two push button activated and wirelessly controlled solar powered LED signs (See attached detail). The 16 x 18 LED Countdown Pedestrian Signal Modules will be located on Broadway at the intersections of William Street and Cook Street.

Owner supplied items for the Third Street crossing are listed in Appendix A in the shipment notification. Pick up the crossing materials from St. Norbert College. The City of De Pere will provide all 16 x 18 Countdown Pedestrian Signal Modules for Broadway signal upgrades.

The contractor will provide all necessary miscellaneous accessories and hardware to complete the installation and follow the manufacturer's instructions regarding the installation. A copy of the installation manuals is provided with the order and the BlinkerBeam User's Guide is attached.

The contractor will provide all traffic control necessary to complete the installations.

All exposed threaded equipment mounting hardware shall be stainless steel. All threaded stainless steel hardware and dissimilar metal, threaded hardware shall be coated with an approved zinc-based anti-seize compound (Loctite or Jet-Lube) by the contractor.

SCOPE OF SERVICES:

Pedestrian Signals shall include, but are not limited to:

1. Installation of the Third Street Blinker Beam Pedestrian Crossing with push button activation.
2. Replacement of eight (8) walk/don't walk pedestrian signal modules with LED countdown pedestrian signal modules at the intersection of Broadway and William Street.
3. Replacement of four (4) walk/don't walk pedestrian signal modules with LED countdown pedestrian signal modules at the intersection of Broadway and Cook Street.

SCHEDULING:

The Third Street installation will take place the week of August 26, 2013. The remaining work will be done in 2013 once the materials are received by the City of De Pere.

INSURANCE:

Your company shall effect and maintain insurance to protect from claims under workmen's compensation acts; claims for damages because of bodily injury including personal injury, sickness or disease, or death of any of the company's employees; and from claims for damages because of injury to or destruction of tangible property including loss of use resulting there from; and from claims arising out of the performance of professional services caused by any errors, omissions or negligent acts for which the company is legally liable.

The company shall indemnify and save harmless the City of De Pere and their representatives from all suits, actions, or claims of any character brought for or on account of any injuries or damages received by any person, persons or property resulting from the negligent acts of the company or of any of their subconsultants in prosecuting the work.

PROPERTY PROTECTION:

The company shall take precautions to prevent damage to property and any underground lines and shall restore the site to the condition existing prior to entry, including backfilling and topsoil, seed, and mulch landscape restoration.

FEE:

The proposed fee schedule shall be submitted on the attached proposal schedule.

A company fee schedule shall be attached for additional services offered that are not shown on the attached form.

ADDITIONAL INFORMATION:

A sample consultant agreement is attached.

INVOICING:

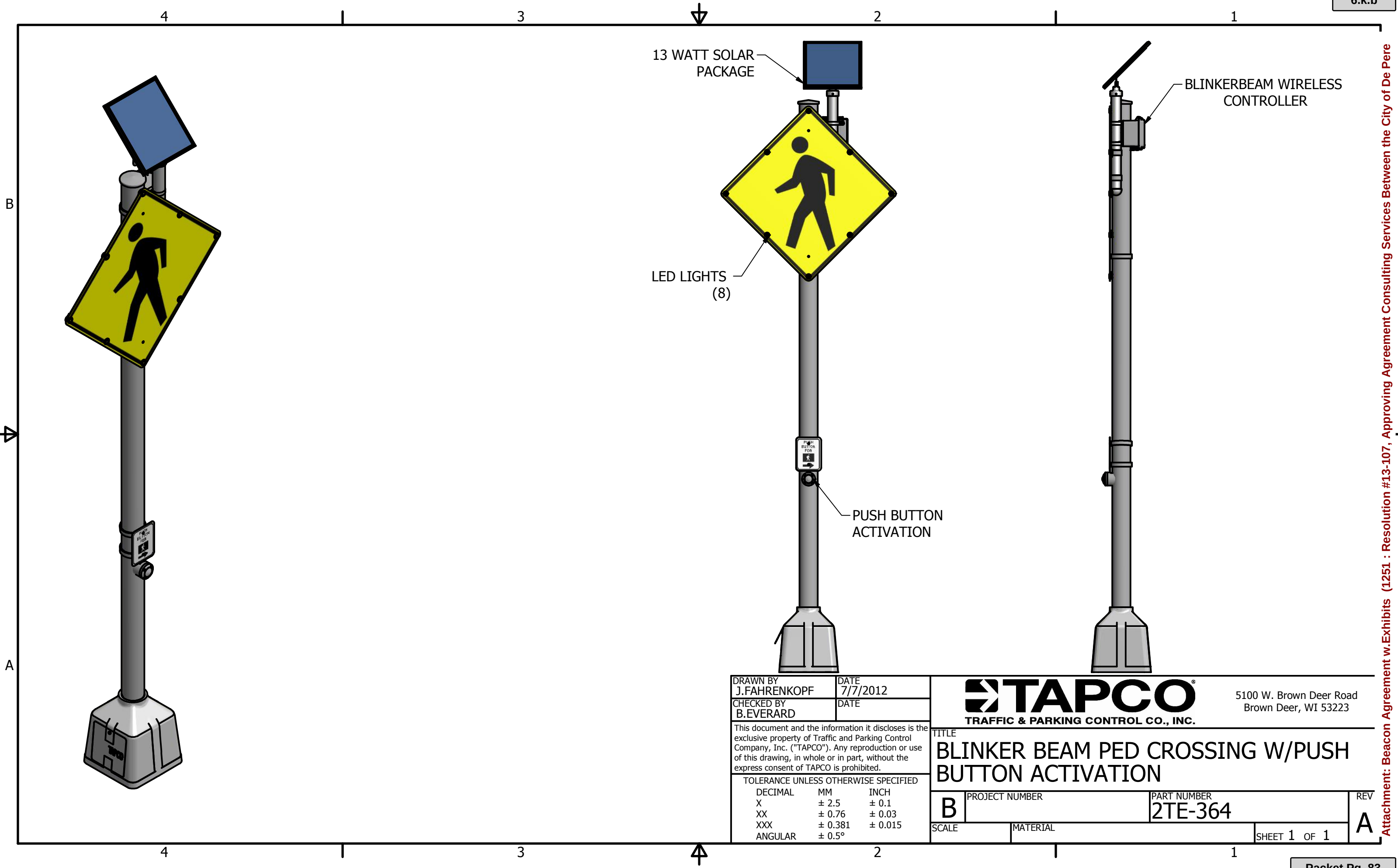
Invoices will be accepted monthly and should include a breakdown of charges for each site of work.

**CITY OF DE PERE
PROJECT 13-10
PROPOSAL SCHEDULE – UNIT PRICE**

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
1	Installation of Blinker Beam Pedestrian Crossing with push button activation	LS	1		\$ _____
2	Installation of LED Countdown Pedestrian Signal Modules at Broadway and William Street	EA	8	\$ _____	\$ _____
3	Installation of LED Pedestrian Signal Modules at Broadway and Cook Street	EA	4	\$ _____	\$ _____
	TOTAL AMOUNT:				\$ _____

APPENDIX A

THIRD STREET BLINKER BEAM PEDESTRIAN CROSSING INFORMATION



DRAWN BY J.FAHRENKOPF	DATE 7/7/2012
CHECKED BY B.EVERARD	DATE

This document and the information it discloses is the exclusive property of Traffic and Parking Control Company, Inc. ("TAPCO"). Any reproduction or use of this drawing, in whole or in part, without the express consent of TAPCO is prohibited.

TOLERANCE UNLESS OTHERWISE SPECIFIED		
DECIMAL	MM	INCH
X	± 2.5	± 0.1
XX	± 0.76	± 0.03
XXX	± 0.381	± 0.015
ANGULAR	± 0.5°	

 TAPCO TRAFFIC & PARKING CONTROL CO., INC.	5100 W. Brown Deer Road Brown Deer, WI 53223	
	TITLE	

**BLINKER BEAM PED CROSSING W/PUSH
BUTTON ACTIVATION**

B	PROJECT NUMBER	PART NUMBER 2TE-364	REV
	SCALE	MATERIAL	A
			SHEET 1 OF 1

Attachment: Beacon Agreement w.Exhibits (1251 : Resolution #13-107, Approving Agreement Consulting Services Between the City of De Pere



SHIPMENT NOTIFICATION

Our Order No.: SO407171

Shipment Number: SS064504

Shipment Date: 6/6/2013

Page: 1

Bill

To: St Norberts College
Steve Jakups
100 Grant St
DE PERE, WI 54115
USA

Ship

To: St Norberts College
Steve Jakups
100 Grant St
DE PERE, WI 54115
USA

P.O. Number SCJ05232013SNC
Ship Via PERFORM
Tracking No. 22270640

Customer ID C37214
Order Date 5/23/2013
SalesPerson Aaron Guilbault

Item No.	Description	Unit	Shipped	Ordered	Back Ordered
2180-00214B	Blinkersign, W11-2, 30", Ped Xing, DG3, FYG, Solar, 8 Amb LEDs, Beam Config	Each	2	2	
2180-00431	BlinkerBeam Upgrade with Pushbutton and Wireless Radio	Each	2	2	
373-90004	Pole Kit, 12' 2 3/8" Round post with V-Loc Anchor for Soil Installation	KIT	2	2	
Kit Components					
372-00001	Post,Round 2-3/8"ODx12'x.095 Wall Galvanized	Each	2		
101832-10	V-Loc,Socket 23-VR3B	Each	2		
034-00004	V-Loc,Wedge, SW-1, for use with V-Loc Post Anchors	Each	2		
109-00027	Domed Pole Cap for Round Posts , 2-3/8" O.D.	Each	2		
037-00005	Z bracket, single sided 2 3/8" round pole brackets	Pair	2		

Thank you- Aaron Guilbault
#920-728-1792
aaron@tapconet.com
#888-806-8885

Hand invoice done 5/23*



BlinkerBEAMTM

Wireless Gateway and Nodes User's Guide





Traffic & Parking Control Co.
800 Wall St., Elm Grove, WI USA 53122
Phone: 800-236-0112
Website: www.tapconet.com
Email: tapco@tapconet.com

All specifications published in this document are subject to change. TAPCO reserves the right to modify the specifications of products, prior to their order, without notice. © 2008 Traffic & Parking Control Company, Inc. All rights reserved.

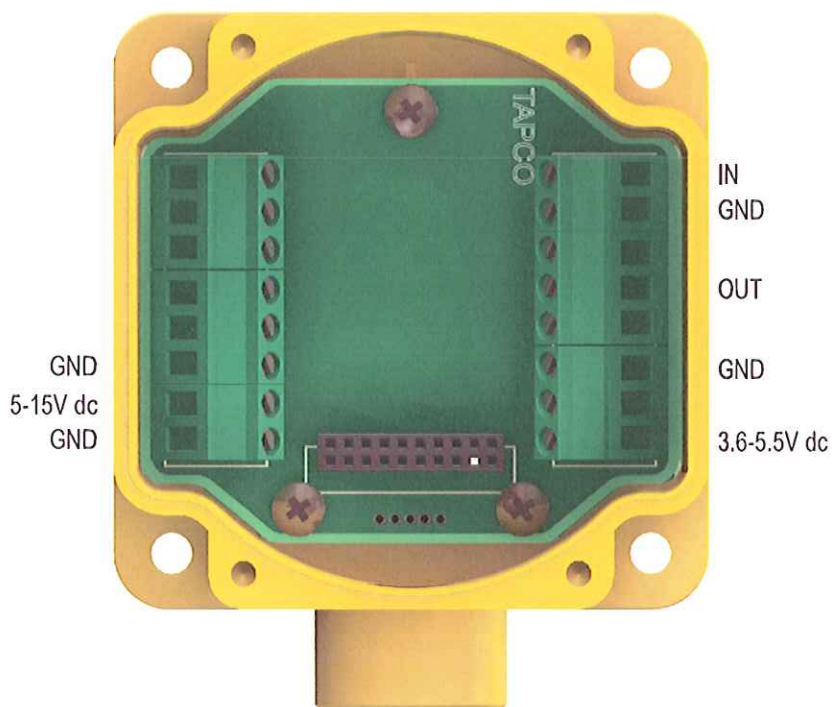
**CAUTION . . .**

Make no modifications to this product.

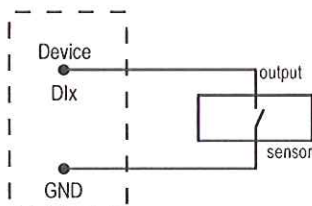
Any modifications to this product could void the user's authority to operate the product. Contact TAPCO for more information.

WARRANTY: Traffic & Parking Control warrants its products to be free from defects for one year. Traffic & Parking Control will repair or replace, free of charge, any product of its manufacture found to be defective at the time it is returned to the factory during the warranty period. This warranty does not cover damage or liability for the improper application of TAPCO products. This warranty is in lieu of any other warranty either expressed or implied.

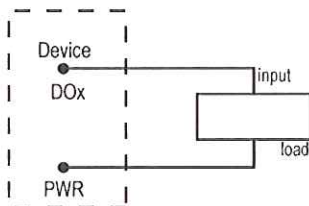
Wiring



Sinking Input Wiring

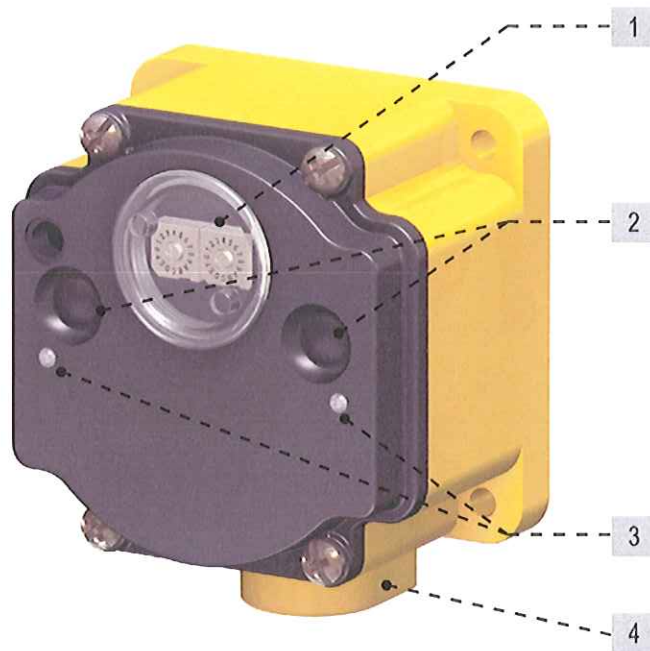


Sinking Output Wiring



Features

BlinkerBeam® Gateway and Node



- 1 Rotary Switch 1 (left)** - Sets the Network ID (NID) to a hexadecimal value from 0 to F, for a total of 16 Network IDs. A Gateway and its corresponding Nodes must be assigned the same Network ID.

Rotary Switch 2 (right) - The Gateway is predefined as Device Address 0.

On Node: Sets the Node's Device Address (hexadecimal 1 to F). Each Node within a network must have a unique Node Device Address.

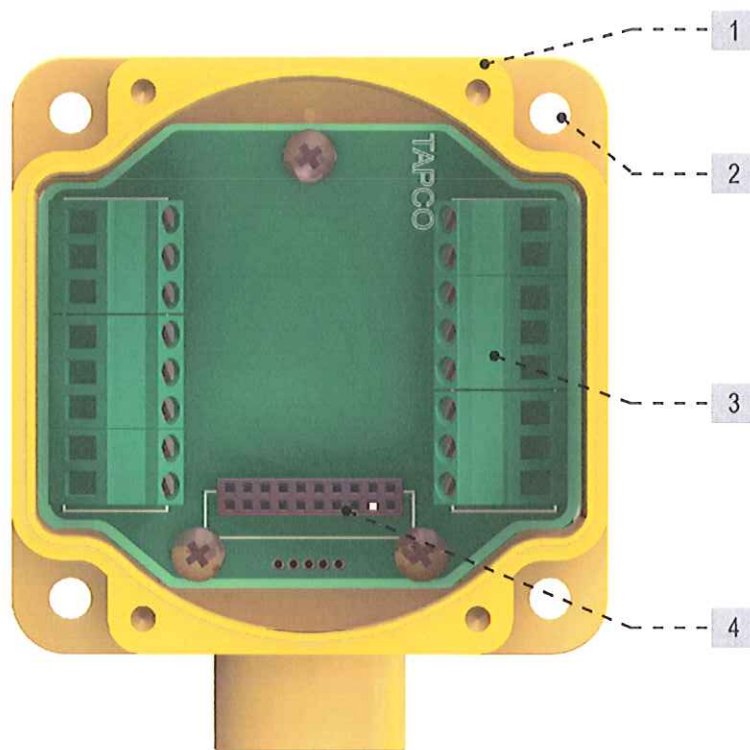
- 2 Push Button 1, 2**

	Button 1	Button 2
Gateway	Not used	Not used
Node	Power Down (3 seconds)	Not used

- 3 LED 1 and 2** - Provide real-time feedback to the user regarding RF link status and the error state.

- 4 Port** - If unused, install the provided plug into the 1/2 NPT threaded port. Use PTFE tape if an IP67 seal is required.

BlinkerBeam® Gateway and Node Wiring Chamber

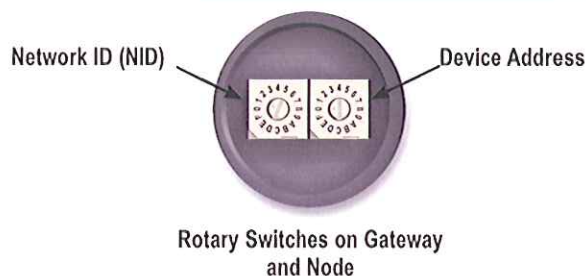


- 1 **Housing** - The rugged, industrial BlinkerBeam housing meets IEC IP67 standards.
- 2 **Mounting Hole, #10/M5 Clearance** - Mounting Holes accept metric M5 or UNC/UNF #10 hardware -
- DIN rail mount adapter bracket available.
- 3 **Wiring Terminal Strip** - The 16 spring-clip type wiring terminals accept wire sizes: AWG 12-28 or 2.5 mm²
- 4 **Ribbon Connector** - Ribbon cable connects wiring base to LCD/radio.

Step 1 - Set up the Network ID and Device Address

The wireless RF network is defined by the Network ID (NID) assigned to the Gateway and its Nodes. Each device within this common network must have a unique Device Address assigned.

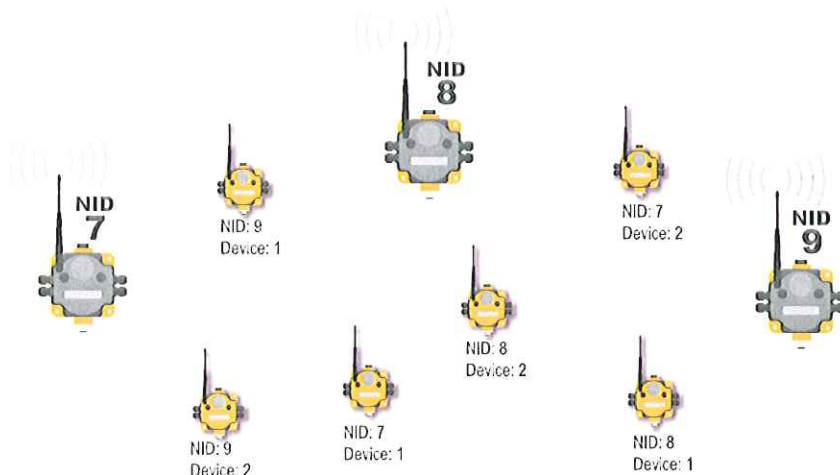
For factory configured kits, the Network ID and Device Addresses have been assigned. Otherwise, use the Rotary Switches (shown right) to define both the NID and Device Address for each device. Follow the steps below to set up your DX80 network.



	User Action	Display / Status	Notes
Set Network ID	Remove rotary switch access covers.		Turn counterclockwise to remove and clockwise to tighten
	On the Gateway, set the left rotary switch to 1.		The factory default NID setting on all devices is 1. Set to another Network ID when operating more than one network in the same area.
	On all Nodes (within the same network), set the left rotary switch to 1.		Assign the same NID to all devices within a single network (hexidecimal 0-F).
Set Device Address	On the Gateway, set the right rotary switch to 0.		To analyze the signal strength of any device on the network, adjust the right rotary switch on the Gateway to the respective device address.
	On the first Node (device address = 1), set the right rotary switch to 1.		
	On the second Node (device address = 2), set the right rotary switch to 2.		
	Continue setting the device address for each additional Node using a unique number (...3,4,5).		
	Install rotary switch access covers. Please refer to the installation section for IP67 instructions.		A successful RF link is identified by a blinking green LED 1 on each node.

Multiple Networks

When more than one network is operating in the same space, assign a unique Network ID (NID) to each network (shown right).



Step 2 - Apply Power to the Gateway

Apply power to the Gateway, low power 3.6 to 5.5V dc.

	LED 1	LED 2
Power On	 Solid green	
Node detected	 Solid green	 Solid yellow
No node detected	 Solid green	
RF link loss	 Solid green	 Solid red
Site Survey Results	 Solid green	 Blink Yellow

When the right rotary switch is in the zero position (Gateway), LED 2 displays the general status of the entire wireless network.

To query the status of any Node in the radio network, rotate the right rotary switch to the Node device ID. While rotating the right rotary switch through the Nodes in the system, LED 2 displays the status of that specific Node.

Automatic Site Survey

To initiate the automatic Site Survey, rotate the right rotary dial to the device ID of the Node to test. After the rotary switch is in position for five seconds, the Site Survey begins running.

While Site Survey runs, the rate at which LED 2 blinks yellow indicates the signal strength between the Gateway and that specific Node.

Blinks every 1/8 second	Less than 3% missed packets
Blinks every 1/4 second	Between 3% and 25% missed packets
Blinks every 1/2 second	Between 26% and 50% missed packets
Blinks every 1 second	More than 50% missed packets

To stop the Site Survey, rotate the right rotary switch back to the zero (0) position. Site Survey automatically ends after 10 minutes.

Step 3 - Apply Power to the Node

Apply power to the Node, low power 3.6 to 5.5V dc.

	LED 1	LED 2
RF link established	 Blink green (1 per sec)	
RF link loss	 Blink red (1 per 3 secs)	
Site Survey Results		 Blinks yellow (rate varies)

Site Survey Results

While Site Survey runs, the rate at which LED 2 blinks yellow indicates the signal strength between the Gateway and that specific Node.

Blinks every 1/8 second	Less than 3% missed packets
Blinks every 1/4 second	Between 3% and 25% missed packets
Blinks every 1/2 second	Between 26% and 50% missed packets
Blinks every 1 second	More than 50% missed packets

Specifications

Radio

Range, with standard 2 dB antenna*	Up to 4.8 kilometers (3 miles)
Frequency	902 to 928 MHz ISM band
Transmit Power	21 dBm Conducted
Spread Spectrum Technology	FHSS (Frequency Hopping Spread Spectrum)
Antenna Connector	Ext. Reverse Polarity SMA, 50 Ohms
Antenna Max. Tightening Torque	0.45 N•m (4 in•lbf)

* The range depends on the environment and line of sight. High-gain antennas are available to increase the range.

General

Power Inputs	3.6 to 5.5v dc low power option 5 to 15V dc _____
Mounting	#10 or M5 (M5 hardware included)
M5 fasteners – Max. Tightening Torque	0.56 N/m (5 in/lbf)
Case Material	Polycarbonate
Weight	0.26 kg (0.57 lb.)
Indicators	Two LED, bi-color
Switches	Two Push Buttons

Inputs

Discrete Inputs	One Sinking
Discrete Input Rating	3 mA max current at 30V dc
Discrete Input Sample	62.5 milliseconds
Discrete Input Report Rate	On Change of State
Discrete Input ON Condition	Less than 0.7V
Discrete Input OFF Condition	Greater than 2V or Open

Outputs

Discrete Outputs	One NMOS Sinking
Discrete Output Rating	Less than 10 mA max current at 30V ON-State Saturation: Less than 0.7V at 20 mA
Discrete Output Update Rate	Up to 1 per second
Discrete Output ON Condition	Less than 0.7V
Discrete Output OFF Condition	Open
Discrete Output State Following Timeout	De-energized (OFF)

Specifications, continued

Environmental

Environmental Rating*	IEC IP67; NEMA 6
Operating Temperature**	-40 to +85° C (Electronics); -20 to +80° C (LCD)
Operating Humidity	95% max. relative (non-condensing)
Shock and Vibration	IEC 68-2-6 and IEC 68-2-7 Shock: 30g, 11 millisecond half sine wave, 18 shocks Vibration: 0.5 mm p-p, 10-60 Hz

Compliance

900 MHz Models	FCC ID TGUDX80 - This device complies with FCC Part 15, Subpart C, 15.247 IC: 7044A-DX8009
----------------	---



* Please refer to the BlinkerBeam® Wireless I/O Network product manual, for installation and waterproofing instructions.

** Operating the devices at the maximum operating conditions for extended periods can shorten the life of the device.

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND (CONSULTANT NAME)
(Project Name)**

THIS AGREEMENT, made and entered into this ____ day of _____, 2011, by and between the City of De Pere, Wisconsin, ("City"), and _____ ("Consultant").

WITNESSETH

WHEREAS, the City is in need of _____ (project description) _____; and

WHEREAS, the Consultant has available and offers to provide personnel and facilities necessary to accomplish the work within the required time.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the ____ (date) City Request for Proposals (Exhibit A) and Consultants Proposal thereto dated ____ (date) (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTANT SERVICES

Consultant agrees to perform those services described Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the the design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

Drawings, specifications, and other documents, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the author or owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

Drawings, specifications and other documents, including those in electronic form, prepared by the Consultant are for use solely with respect to this Project. Any other use shall be at the City's sole risk and without liability to the Consultant.

In addition to providing drawings, specifications and other documents in the printed form (also known as hard copies), Consultant shall provide to City these documents in the following electronic forms: _____ at no additional cost to the City. Copies of Documents that may be relied upon by the City are limited to the printed copies that are signed or sealed by the Consultant. Electronic files that are furnished by Consultant to City are only for convenience of City. Any conclusion or information obtained or derived from such electronic files will be at the user's sole risk. Consultant makes no representations as to long-term compatibility, usability, or readability of documents resulting from the use of software application packages, operating systems, or computer hardware differing from those used by Consultant at the beginning of this Project.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. Consultant

further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

Finally, the parties acknowledge that Consultants records regarding the matters covered under this Agreement constitutes Contractor records under Wis. Stats. §19.36(3) et seq. and Contractor agrees to comply with Public Records requirements pertaining to those records.

VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or risk of significant harm to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. City shall issue a notice to proceed to Consultant and Consultant shall commence work immediately after notice and proceed with all deliberate speed. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay close-out of the contract for a period in excess of such time frame, Consultant shall so inform the City in writing.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services. Payment to the Consultant is due upon receipt of invoice by the City. If payment is not made within 30 days, interest on the unpaid balance will accrue beginning with the 31st day at the rate of 1.0 percent per month or the maximum interest rate permitted by law, whichever is less. Such interest will become due and payable at the time said overdue payment is made.

Charges for reimbursable costs determined in writing between the parties.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. INSURANCE

The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage to a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, nonowned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

XI. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, the City shall indemnify and hold harmless Consultant, the Consultant's officers, directors, partners, employees, and Consultant's Consultants from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of City and City's officers, directors, partners, employees, and City's Consultants with respect to this Agreement or the project.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the

percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XIII. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XIV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XV. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVI. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVII.

XVII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XVIII. MEDIATION

All claims, disputes and other matters in questions between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in questions between them by mediation in accordance with the Rules of the American Arbitration Association currently in effect unless the parties agree otherwise. A request for mediation shall be filed in writing with the other party to this Agreement and, if applicable, the American Arbitration Association. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings, which may be stayed pending mediation for a period of 60 days from the date of filing unless a longer period is agreed to by the parties or required by a court order.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XIX. NOTICES

Any notification required or needed under the contract shall be sent to the following:

If to City:

If to Consultant:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

(COMPANY NAME)

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

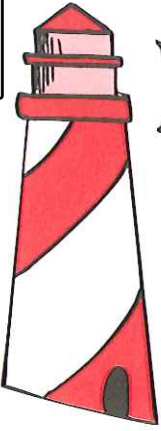
By: _____
Name: _____

By: _____
Charlene M. Peterson, Clerk-Treasurer

Date: _____

Date: _____

H:\jdupont\Agreements\2011\Consultant Agreement Template.doc



BEACON ELECTRIC

4988 County Road JJ • Green Bay, WI 54311
 BUS: (920) 371-8333 • FAX: (920) 863-2386 • Beacon53@centurytel.net

City of Depere
 925 South Sixth Street
 DePere, WI 54115-4072

RE: Project 13-10 Pedestrian Signals

Attn: Karen Heyrman,P.E.

Dear Karen

Please find Beacon Electric LLC Proposal for the above reference project as listed on the Proposal Schedule-Unit price Sheet. Pricing for the installation of the Blinker Beam Pedstrian Crossing with push button activation will include the following. Required Labor,Traffic Control, Restoration and the use of stainless steel hardware as required per manufacturer's instructions.

The installation of the 16 x 18 LED Countdowns(12 Total) includes the removal of the existing Pedestrian Signals(12 Total) installing the LED countdowns utilizing the existing signal cable and polyarms. New stainless steel banding will be furnished and installed as needed.

Beacon Electric LLC has the expertise and equipment to provide you with a first rate installation. Our company has completed simalar projects on time and within budget, Beacon recently completed the Oneida Street Reconstruction project which consisted of 7 complete Signalized Intersections and in 2009 completed a LED conversion for the City of Green Bay which required replacing over 3000 existing incandescent signal indications with LED Mods.

I have also include a copy of my current Liability Insurance for your review.

Thank You

William Fatla Owner
 Beacon Electric LLC

**CITY OF DE PERE
PROJECT 13-10
PROPOSAL SCHEDULE – UNIT PRICE**

ITEM	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT BID
1	Installation of Blinker Beam Pedestrian Crossing with push button activation	LS	1	\$ 1240.00	\$ 1240.00
2	Installation of LED Countdown Pedestrian Signal Modules at Broadway and William Street	EA	8	\$ 102.00	\$ 408.00 ^{816.00} pjd
3	Installation of LED Pedestrian Signal Modules at Broadway and Cook Street	EA	4	\$ 102.00	\$ 316.00 ^{408.00} pjd
	TOTAL AMOUNT:				<u>\$ 2464</u>



BEACELE-01

SLAMBERT

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/15/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Johnson Insurance Northeast 318 South Washington Street Green Bay, WI 54301		CONTACT NAME: PHONE (A/C, No, Ext): (920) 445-7400 FAX (A/C, No): (877) 254-8586 E-MAIL ADDRESS:	
INSURED Beacon Electric LLC 4988 Cty Rd JJ Green Bay, WI 54311		INSURER(S) AFFORDING COVERAGE	
		INSURER A: CNA Insurance	
		INSURER B: Torus National Insurance Company	
		INSURER C:	
		INSURER D:	
		INSURER E:	
INSURER F:		NAIC # 20427C 25496	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY	X	4022228343	8/17/2012	8/17/2013	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS-MADE ☒ OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GENERAL AGGREGATE \$ 2,000,000					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☐ POLICY ☒ PROJECT ☐ LOC					
A	☒ AUTOMOBILE LIABILITY		4022228293	8/17/2012	8/17/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS					PROPERTY DAMAGE (PER ACCIDENT) \$
B	☒ UMBRELLA LIAB	X	31593A122ALI	8/17/2012	8/17/2013	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB					AGGREGATE \$ 5,000,000
	☐ CLAIMS-MADE					
	DED ☒ RETENTION \$					
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	4022228245	8/17/2012	8/17/2013	☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)					E.I. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.I. DISEASE - EA EMPLOYEE \$ 500,000
						E.I. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage provided for a 2000 Ford F550 Truck, Id# 1FDAF56F9YEC66106. Full coverage provided with a \$500/Comprehensive deductible and \$500/Collision deductible. Alico Equipment Finance is listed as loss payee on this vehicle.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sarah Skelton-Roberson

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City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: August 20, 2013

DEPARTMENT: Information Technology

FROM: Peter Smith

SUBJECT: Resolution #13-108, Authorizing Agreement with CGI Communications, Inc. Regarding Community Video Tour.

ATTACHMENTS:

- Reso13-CGI (DOCX)
- CGI Communications - Agreement (PDF)
- Video Tourbook Memo (DOC)

HISTORY:

08/13/13 Finance/Personnel Committee

RESOLUTION #13-108

AUTHORIZING AGREEMENT WITH CGI COMMUNICATIONS, INC.
REGARDING COMMUNITY VIDEO TOUR

WHEREAS, CGI Communications, Inc. provides at no cost to communities, a community video program; and

WHEREAS, CGI Communications, Inc. has offered to provide such program to the City and its businesses along the terms and conditions provided in the 2013 Community Video Tour Agreement, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the 2013 Community Video Tour Agreement with CGI Communications, Inc. (Exhibit A).

BE IT FURTHER RESOLVED THAT:

All City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

2013 Community Video Tour Agreement

CGI Communications, Inc.
130 East Main Street, 8th Floor
Rochester, NY 14604
800-398-3029 phone
866-429-8611 fax

Name: Pete Smith
Title: IT Director
Address: 600 Grant St.
City, State, Zip: De Pere, WI, 54115-1318
Phone: 920-621-8594
Email: psmith@mail.de-pere.org
Website: www.de-pere.org

This agreement is between CGI Communications, Inc. and the City of De Pere, WI and shall remain in effect from the date it is signed by both parties until the third anniversary of the date that the completed and approved Community Video Tour is made available for viewing via a link on the www.de-pere.org website homepage for viewer access. Any termination or modification of this agreement shall not take effect until the expiration of the current term.

CGI shall provide a Community Video Program as follows:

- Updates to existing video content (approx. 1 minute in duration)
- One Community Organization chapter to promote charities, nonprofits and community development organizations
- Script writing and video content consultation
- A videographer will come to your location to film video updates
- We reserve the right to use still images and photos for video production
- All aspects of video production and editing, from raw footage to final video including professional voiceovers and background music
- Final draft of Community Video Showcase content subject to your approval (up to 3 sets of revisions allowed). Any request for approval any revision, including final draft, shall be deemed approved if no response is received by us within thirty (30) days of request
- Patented OneClick[®] Technology and encoding of all videos into multiple streaming digital formats to play on all computer systems, browsers, and Internet connection speeds; recognized player formats include WindowsMedia[®] and QuickTime[®]
- Store and stream all videos on CGI's dedicated server
- Businesses will be allowed to purchase various digital media products and services from CGI Communications and its company affiliates
- Business sponsors allowed on the perimeter of video panels
- Duration of sponsor participation will be one to two years. CGI Communications is solely responsible for annual sponsorship fulfillment including all related aspects of marketing, production, printing, and distribution
- Viewer access of the Community Video Tour from your website shall be facilitated by CGI Communications providing HTML source code for graphic link to be prominently displayed on the www.de-pere.org website homepage
- eLocalLink will own copyrights of the master Community Video Tour
- The City of De Pere, WI will assume no cost or liability for this project

Program Add-On:

- SmartTrack[®] measurement and trackability

The City of De Pere, WI shall provide:

- A letter of introduction for the program on your organization's letterhead
- Assist with the content and script for the Community Video Tour
- Grant CGI the right to use organization's name in connection with the preparation, production, and marketing of the program
- Display the "Community Video Tour" link to be no less than 155 by 400 pixels prominently on the www.de-pere.org website homepage for the term of this agreement
- Grant full and exclusive streaming video rights for CGI and its subsidiaries, affiliates, successors and assigns to stream all video content on Community Video Program and all related CGI Programs, including but not limited to its "Community Video Network"
- Represent and warrant that any and all photographs, videos, and other content it submits to us for use in any video or other production does not infringe on any third party's copyrighted material, trademark or other intellectual privacy or publicity rights and shall defend and indemnify us from any such claim or action

This Agreement constitutes the entire agreement of the parties and supersedes any and all prior communications, understandings and agreements, whether oral or written. No modification or claimed waiver of any provision shall be valid except by written amendment signed by the parties herein

We, the undersigned, understand the above information and have full authority to sign this agreement.

The City of De Pere, WI

Signature:

Name (printed):

Title:

Date:

CGI Communications, Inc.

Signature:

Name (printed): Nicole Rongo

Title: Vice President of Marketing

Date:

To: Finance/Personnel Committee

From: Peter Smith, Information Technology Administrator

Subj: Video Tourbook service

Date: August 6, 2013

The City of De Pere had previously participated in an exciting Internet technology service aimed at providing a positive impact for promoting the public and the private assets of our community. CGI Communications has decided to renew the services for, and will continue to participate in, another three-year promotional campaign. (www.cgicom munications.com).

They will produce a series of on-line videos to showcase the assets and attributes that the City of De Pere has to offer to its residents, its visitors, and its business community. These videos will be accessible for viewing via the city's website (www.de-pere.org). In addition to the videos being on the city's official web site, they will also be featured on Relocate.org, the largest online relocation network in the nation.

To view the results of this program go to www.de-pere.org and click on the "De Pere Video Tourbook" in the left frame.

I recommend the City continue this program.

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 20, 2013

DEPARTMENT: Public Works

FROM: Karen Heyrman

SUBJECT: Resolution #13-109, Authorizing Software Purchase Agreement Between The City Of De Pere And Civic Systems, LLC (Water Billing Software).

DISCUSSION

The City of De Pere will be replacing water meters with smart meters over the next four to five years. The smart metering system will eliminate the need to drive by or manually read meters by sending data from the meters via a radio signal. The output from the meter reading software will not transfer to our current billing software due to its age.

Staff researched three options for replacement including MuniBilling, Incode V10, and Civic Systems. Civic Systems water billing software is recommended because it offers the following attributes:

- It is compatible with both the new system file types and our current file type.
- It retains the ACH (auto bill pay) feature. We currently have 860 customer accounts on our EZ-pay plan. Payment is automatically taken from a checking or saving account. The time savings in payment processing makes it the preferred method of payment. The City has been promoting our EZ-Pay plan for the past year and a half. This is definitely something we definitely want to offer.
- It retains the Tax Rollover (add delinquent bills to the tax roll) feature. In 2012 we had approximately 1,300 delinquent accounts that were rolled off the water accounts and placed on property taxes. This process is quite complex as we are required to change regular service codes to delinquent service codes for only the part of the account that is delinquent. Property owner notice is completed for the delinquent portion and penalty prior to submitting to the Brown County Treasurer. After the process is complete delinquent service codes are converted back to regular service codes. The process is very involved and requires verification.
- The cost is equal to or below other options that meet the required criteria.
- It received the best references and positive feedback from other municipalities that are currently using it.
- The implementation time is 60 days or less.

<u>Software</u>	<u>Price</u>	<u>Annual Support</u>	<u>ACH Payment (EZ-pay plan)</u>	<u>Meter Reading Format</u>	<u>Tax Roll</u>

Civic Systems	\$45,500	\$4,680	X	X	X
MuniBilling	\$6,000	\$6,000		X	
InCode V-10	\$36,750	\$8,375	X	Addnl \$8,000	X

IMPLEMENTATION COST

Clarity License Fees, Conversion, Training, and Onsite Assistance	\$45,500
Annual Support	\$ 4,680
Hardware to support the Civic Systems Software	\$10,500
Total Costs	\$60,680

PROJECT FUNDING

Funding for this project will come from the wastewater utility and water utility capital projects budgets under the Automated Meter Reading System.

STAFF RECOMMENDATION

Staff is recommending approval to upgrade to the Civic Systems water billing software.

ATTACHMENTS:

- Reso13-109 (DOCX)
- De Pere WI UB Clarity Proposal 8-14-13 - ML (PDF)

HISTORY:

08/12/13

Board of Public Works

RESOLUTION #13-109

AUTHORIZING SOFTWARE PURCHASE AGREEMENT
BETWEEN THE CITY OF DE PERE AND CIVIC SYSTEMS, LLC
(Water Billing Software)

WHEREAS, the City is in need of water billing software upgrade; and

WHEREAS, Civic Systems, LLC has available and offers to provide personnel and equipment necessary to accomplish the software upgrade within the required time.

WHEREAS, the Board of Public Works has reviewed such proposal and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Software Purchase Agreement Between the City of De Pere and Civic Systems, LLC (Water Billing Software) as is attached hereto as Exhibit 1, subject to technical changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Computer Software and Services Contract

City of De Pere
Prepared by Civic Systems, LLC



Civic Systems, LLC
Ten Terrace Court
P.O. Box 7398
Madison, WI 53707-7398
Phone: 888.241.1517
Fax: 608.249.1050
mlaesch@civicsystems.com
www.civicsystems.com

August 14, 2013

Contract Agreement

This Agreement is made this _____ day of _____ 2013 ("Effective Date") by and between the **City of De Pere**, 335 S. Broadway, De Pere, WI 54115 and **Civic Systems, LLC**, Ten Terrace Court, Madison, Wisconsin 53707-7398.

1. Definitions

For purposes of this Contract Agreement, the term "Client" will be used to denote the City of De Pere and "Civic" will be used to denote Civic Systems, LLC.

2. Contract Agreement

The following Attachments are a part of the Contract Agreement:

- A. Cost Detail
- B. Conversion Services
- C. Hardware Requirements
- D. Caselle Software Distribution Agreement
- E. Civic Support Agreement

Separate contract agreements will need to be executed with Payment Service Network for Online Bill Pay and with Raymaker and Associates for the CIMS Cemetery Management program. The costs for these applications and their respective services are simply noted in this contract for informational purposes.

3. Scope of Agreement

Client agrees to license the Software and receive the services and Civic agrees to provide same subject to the terms and conditions stated in this Contract Agreement, the Caselle Software License Agreement, and Support Agreement.

4. General Conditions

- A. This is not a Contract Agreement of partnership or employment of Civic or any of Civic's employees by Client. Civic is an independent contractor for all purposes under this Contract Agreement.
- B. Civic shall perform its services in a professional and workmanlike manner and shall only use qualified and experienced personnel.
- C. Civic agrees at all times to maintain an adequate staff of experienced and qualified employees for efficient performance under this Contract Agreement. Civic agrees that, at all times, the employees of Civic furnishing or performing any services shall do so in a proper, workmanlike, and dignified manner.
- D. Civic agrees that all persons working for or on behalf of Civic whose duties bring them upon Client's premise shall obey the rules and regulations that are established by Client and shall comply with the reasonable directions of Client personnel.
- E. Civic shall be responsible for the acts of its employees and agents while on Client's premises. Accordingly, Civic agrees to take all necessary measures to prevent injury and loss to persons or property located on Client premises. Civic shall be responsible for all damages to persons or property caused by Civic or any of its agendas or employees. Civic shall promptly repair any damage that it, or its employees or agents may cause to Client's premises or equipment; on Civic's failure to do so, Client may repair such damage and Civic shall reimburse Client promptly for the cost of repair.
- F. Civic agrees that, in the event of an accident of any kind, Civic will immediately notify Client's contact person and thereafter, if requested, furnish a full written report of such accident.
- G. Civic shall perform the services contemplated in the Contract Agreement without interfering in any way with the activities of Client's staff or visitors.

Contract Agreement

- H. Civic and its employees or agents shall have the right to use only those facilities of Client that are necessary to perform services under this Contract Agreement and shall have no right to access any other facilities of Client.

5. Entire Agreement Clause

This Contract Agreement, including other referenced documents, constitutes the entire Contract Agreement between Client and Civic and supersedes all proposals, presentations, representations, and communications, whether oral or in writing, between the parties on this subject.

6. Entire Agreement Clause

Both Civic and Client shall be clearly identified by name. Neither of the identified parties to the Contract Agreement shall assign or encumber any of its rights, or delegate or any of its duties defined in the Contract Agreement, in whole or in part, to other third parties unless the other party to the Contract Agreement gives prior written consent. Subject to the foregoing covenant against assignment and delegation, the rights created by the Contract Agreement shall pass to the benefit of the identified party and the duties and obligations resulting from the Contract Agreement shall bind the identified party and their respective successors and assignees.

7. Assignments

Civic shall not assign, transfer or pledge this Contract Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of Client. A consent to assign shall be subject to such conditions and provisions as Client may deem necessary, accomplished by execution of a form signed by Client, Civic, and the assignee.

8. Subcontractors

Civic shall not subcontract this Contract Agreement and/or the services to be performed, whether in whole or in part, without the prior written consent of Client. Permission to subcontract, however, shall under no circumstances relieve, Civic of its liabilities and obligations under the Contract Agreement. Further, Civic shall be fully responsible for the acts, omissions, and failure of its subcontractors in the performance of the specified contractual services, and of person(s) directly employed by subcontractors. Contracts between Civic and each subcontractor shall require that the subcontractor's services be performed in accordance with the terms and conditions specified. Civic shall make contracts between Civic and subcontractors available upon request.

9. Agreement Extensions and Modification Clause

The Contract Agreement may be modified or extended in accordance with the following procedures. In the event that all parties to the Contract Agreement agree that such changes would be of a minor and non-material nature, such changes may be effected by a written statement that describes the situation and is signed, prior to the effectiveness, by all parties. In the event that the changes are determined by either or all parties to the Contract Agreement to be of a major or complex nature, then the change shall be by formal amendment of the Contract Agreement signed by the parties and made a permanent part of the Contract Agreement.

Under no circumstances, however, shall any parties to the Contract Agreement forfeit or cancel any right presented in the Contract Agreement by delaying or failing to exercise the right or by not immediately and promptly notifying the other party in the event of a default. In the event that a party to the Contract Agreement waives a right, this does not indicate a waiver of the ability of the party to, at a subsequent time, enforce the right.

Contract Agreement

10. Termination

- A. This Contract Agreement may be terminated for cause in the event Civic does not cure a material breach of this Contract Agreement within thirty (30) days' of receiving written notice of such breach from Client.
- B. This Contract Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.
- C. Client shall pay Civic for all Services rendered, Software delivered or incurred, and expenses incurred prior to the date of termination, and shall reimburse Civic for all reasonable costs associated with any termination.
- D. Except for disputes related to confidentiality or intellectual property rights, all disputes and controversies between the parties hereto of every kind and nature arising out of or in connection with this Contract Agreement as to the existence, construction, validity, interpretation or meaning, performance, nonperformance, enforcement, operation, breach, continuation, or termination of this Contract Agreement shall be resolved as set forth in this Section using the following procedure: In the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement, both parties agree to attempt in good faith to settle the dispute by engaging in mediation administered by the American Arbitration Association under its mediation rules for professional accounting and related services disputes before resorting to litigation or any other dispute-resolution procedure. Each party shall bear their own expenses from mediation and the fees and expenses of the mediator shall be shared equally by the parties. Further, in the unlikely event that differences concerning the Services or fees should arise that are not resolved by mutual agreement or mediation, both parties agree to waive a jury trial to facilitate judicial resolution and save time and expense of both parties.
- E. Because a breach of any of the provisions of this Contract Agreement concerning confidentiality or intellectual property rights will irreparably harm the non-breaching party, Client and Civic agree that if a party breaches any of its obligations thereunder, the non-breaching party shall, without limiting its other rights or remedies, be entitled to seek equitable relief (including, but not limited to, injunctive relief) to enforce its rights thereunder, including without limitation protection of its proprietary rights. The parties agree that the parties need not invoke the procedures set forth in Section 10(d) in order to seek injunctive or declaratory relief.
- F. Any rights and duties of the parties that by their nature extend beyond the expiration or termination of this Contract Agreement, including but not limited to, limitation of liability, confidentiality, ownership of work product, and survival of obligations, any accrued rights to payment and remedies for breach of this Contract Agreement shall survive the expiration or termination of this Contract Agreement or any Statement of Work.

11. Applicable and Governing Law Clause

The validity, construction and enforcement of this Agreement shall be determined in accordance with the laws of the State of Wisconsin, without reference to its conflicts of laws principles, and any action (whether by arbitration or in court) arising under this Agreement shall be brought exclusively in the State of Wisconsin. Both parties consent to the personal jurisdiction of the state and federal courts located in Wisconsin.

Contract Agreement

12. Title and Confidentiality

- A. Both parties recognize that their respective employees and agents, in the course of performance of this Contract Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein shall survive the termination or cancellation of this Contract Agreement. This obligation of confidentiality shall not apply to (a) information that at the time of the disclosure is in the public domain; (b) information that, after disclosure, becomes part of the public domain by publication or otherwise, except by breach of this Agreement by a party; (c) information that a party can establish by reasonable proof was in that party's possession at the time of disclosure; (d) information that a party receives from a third party who has a right to disclose it to that party; or (e) information that is subject to FOIA requests and data practices requests.
- B. Client shall take all reasonable steps necessary to protect the confidential nature of the Software, as Client would take to protect its own confidential information. Client further agrees that it shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees working for Client to whom such disclosure is necessary to the use for which rights are granted hereunder. Client shall appropriately notify all employees to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. The obligations imposed by this section upon Client, its employees, agents, and subcontractors, shall survive and continue after any termination of rights under this Contract Agreement. It shall not be a breach of this agreement if Client is required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

13. Notices

All notices or communications required or permitted as a part of the Contract Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Contract Agreement) at the address specified below.

Civic Systems, LLC
Ten Terrace Court
P.O. Box 7398
Madison, WI 53707-7398

City of De Pere
335 S. Broadway
De Pere, WI 54115

14. Survival Clause

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Contract Agreement.

Contract Agreement

15. Force Majeure Clause

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Contract Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

16. Nondiscrimination by Civic or Agents of Civic

Neither Civic nor anyone with whom Civic shall contract shall discriminate against any person employed or applying for employment concerning the performance of Civic responsibilities under this Agreement. This discrimination prohibition shall apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. A breach of this covenant may be regarded as a default by Civic of this Agreement.

17. Replication of Software

Client shall not copy Software for any purposes other than for backup or disaster recovery.

18. Non-Collusion

Civic hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm, employee of Client, or other person or entity concerning the obtaining of this Agreement. In addition, Civic agrees that a duly authorized Civic representative will sign a non-collusion affidavit, in a form acceptable to Client, that Civic has received from Client no incentive or special payments, or considerations not related to the provision of the system described in this Agreement.

19. Warranty

- A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Contract Agreement and the person signing this Contract Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Contract Agreement.
- B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Civic provides Services under this Contract Agreement.
- C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.

Contract Agreement

- D. Civic warrants that any Services that it provides to Client under this Contract Agreement will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If Client does not notify Civic of a breach of Civic's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.
- E. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client expressly waives any claim that Client may have against Civic based upon any product liability or infringement or alleged infringement of any patent, copyright, trade secret or other intellectual property right with respect to any Product and also waives any right to indemnification from Civic against any such Claim made against Client by another. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Contract Agreement.

20. Limitation on Damages and Indemnification

- A. Except as specifically stated in the Warranty section of this Contract Agreement, the Software is Licensed "AS IS", but not limited to implied warranties of merchantability. The maximum liability of Civic for all damages from any claims shall not exceed the license, services, and support fees paid to date by Client to Civic, unless as otherwise stated herein. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages delays, interruptions, or viruses arising out of or related to the Contract Agreement.
- B. As Civic is performing Services solely for the benefit of Client, Client will indemnify Civic, its subsidiaries and their present or former owners, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Agreement.
- C. Because of the importance of the information that Client provides to Civic with respect to Civic's ability to perform the Services, Civic hereby releases Civic and its present and former owners, employees, officers and agents from any liability, damages, fees, expenses and costs, including attorney fees, relating to the Services, that arise from or related to any information, including representations by management, provided by Client, its personnel or agents, that is not complete, accurate or current.
- D. Civic will indemnify Client against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.
- E. Each party recognizes and agrees that the warranty disclaimers and liability and remedy limitations in this Contract Agreement are material bargained for basis of this agreement and that they have been taken into account and reflected in determining the consideration to be given by each party under this Contract Agreement and in the decision by each party to enter into this Contract Agreement.
- F. The terms of this Section shall apply regardless of the nature of any claim asserted (including, but not limited to, contract, tort, or any form of negligence, whether of Client, Civic, or others), but these terms shall not apply to the extent finally determined to be contrary to the applicable law or regulation. These terms shall also continue to apply after any termination of this Contract Agreement.

Contract Agreement

- G. Client accepts and acknowledges that any legal proceedings arising from or in conjunction with the services provided under this Contract Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as the time of discovery of any claim.
- H. In the event that the parties are unable to resolve differences that may arise relating to this Contract Agreement, all disputes arising from this Contract Agreement shall be resolved through the courts of the State of Wisconsin, unless both parties agree to binding arbitration. If arbitration is agreed to, the arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both parties agree to submit disputes to a single arbitrator acceptable to both parties. The arbitrator will be selected from a list compiled by the parties' respective legal counsels. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least ten (10) years specializing in the field of general commercial litigation and is knowledgeable about software. The arbitrator shall base its award on applicable law and judicial precedent and unless both parties agree, otherwise shall include in such award the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

21. Standards of Performance

Civic shall perform its Services in conformity with the terms expressly set forth in this Contract Agreement, including all applicable professional standards. Accordingly, Civic's Services shall be evaluated on its substantial conformance with such terms and standards. Any claim of nonconformance (and applicability of such standards) must be clearly and convincingly shown.

22. Personnel

During the term of this Contract Agreement, and for a period of six (6) months following the expiration or termination thereof, neither party will actively solicit the employment of the personnel of the other party involved directly with providing Services hereunder. Both parties acknowledge that the fee for hiring personnel from the other party, during the project term and within six months following completion, will be a fee equal to the hired person's annual salary at the time of the violation so as to reimburse the party for the costs of hiring and training a replacement.

23. Email Communication

Client acknowledges that: (i) Civic and Client may correspond or convey documentation via Internet e-mail unless Client expressly requests otherwise, (ii) neither party has control over the performance, reliability, availability, or security of Internet e-mail, and (iii) Civic shall not be liable for any loss, damage, expense, harm or inconvenience resulting from the loss, delay, interception, corruption, or alteration of any Internet e-mail.

24. Business License

In the event a local business license is required for Civic to perform series hereunder, Client will notify Civic prior to the Effective Date and will provide Civic with the necessary paperwork and/or contact information.

25. Taxes

The fees set forth in Section 27 – Investment Summary do not include any taxes, including, without limitation, sales, use or excise tax. All applicable taxes shall be paid by Client. In the event Client fails to pay any Taxes when due, Client shall defend, indemnify, and hold harmless Civic from and against any and all fines, penalties, damages, and claims.

Contract Agreement

26. Payment Terms

The total fees for Software and Services are estimated to be \$45,500 as set forth in following section. The Client agrees to the following Payment Terms.

- A. Civic shall invoice Client \$22,750 upon the Effective Date.
- B. Civic shall invoice Client \$22,750 before training.
- C. Civic shall invoice Client fees for all other Services, plus all expenses, if and as provided/incurred.

27. Investment Summary

The following Investment Summary reflects an estimated range of costs related to the software and implementation services. Detailed costs are provided in Attachment A – Cost Detail

	<u>Investment</u>
Clarity License Fees (2 Concurrent)	\$ 19,400
Setup/Conversion Estimate	16,500
Training	6,000
On Site Assistance	3,600
Sub-total	<u><u>45,500</u></u>
 ANNUAL SUPPORT TOTAL	 <u><u>\$ 4,680</u></u>

*Above amounts do not include Travel Costs.

Contract Agreement

28. Additional Service Fees

Training and/or consulting services utilized in excess of those set forth in the Investment Summary and additional related services not set forth in the Investment Summary will be billed at Civic's then-current rates.

29. Optional Items

Pricing for optional products and services shall be valid for ninety (90) days from the Effective Date.

30. Contract Agreement Execution

The parties hereto have executed this Contract Agreement and any applicable attachments as specified in Section 2 of the Contract Agreement as of the dates set forth below.

CITY OF DE PERE

Signature: _____

Title: _____

Date: _____

CIVIC SYSTEMS, LLC

Signature: _____

Title: _____

Date: _____

Attachment A - Cost Detail

Selected Product Descriptions	License Fee Purchase Price	One-Time conversion / setup	Training and Onsite Assistance Cost/Days	Year one Total w/o Support	Annual Fees*
2 Concurrent User Licenses	\$ Included	\$ 0	\$ 0	\$ 0	\$ Included
Cash Receipting	6,000	1,500	1,200	8,700	Included
Online Bill Pay and Electronic Bill Presentment	Included	Included	Included	Included	Included
Utility Billing	15,000	12,000	7,200	34,200	Included
Direct Pay	Included	Included	Included	Included	Included
Electronic Read Interface	Included	Included	Included	Included	Included
Service Orders	5,000	3,000	1,200	9,200	Included
Splitter (PDF of Bills Attached to Customer)	Included	Included	Included	Included	Included
Online Bill Pay Interface to PSN	Included	Included	Included	Included	Included
Tax Certification	Included	Included	Included	Included	Included
2 concurrent User Discount	(4,000)	--	--	(4,000)	
Negotiated Discount	(2,600)			(2,600)	
TOTALS COSTS	19,400	16,500	9,600	45,500	4,680

*First Year Annual Support Fees are prorated based on your Go-Live date.

**If Online Bill Presentment is chosen there will be a monthly hosting fee paid to PSN along with transactional credit card fees that can be paid by the customers or the City.

Attachment A - Cost Detail

OPTIONAL MODULES (Not Included in the agreement)

Optional Product Descriptions (Not Selected)	License Fee Purchase Price	One-Time conversion/ setup	Training Cost @ \$1,200/Day	Year one Total w/o Support
Additional Concurrent Users above 2 (each)	2,000	--	--	2,000
Backflow	2,250	1,250	600	4,100

*Annual support is equivalent to 20% of the license fees.

**Above amounts include the discount provided.

Attachment B - Conversion Services

The following outlines the conversion series to be provided for the core modules included as a part of this Contract Agreement. Depending on the data integrity in the legacy system, below is our typical data conversion when converting from a legacy system.

Cash Receipting

- > Setup receipt categories and corresponding GL accounts
- > Report preparation

Utility Billing

- > Customer information
- > Customer's current balances by service
- > Meter information
- > Location information
- > 13 months of consumption history
- > Report preparation
- > Utility billing formatting
- > Recalculate bill run to ensure data accuracy
- > Setup rates and services

Attachment C - Hardware Requirements

HARDWARE REQUIREMENTS

Important! Using servers, workstations, or servers and workstations that do NOT meet the specified network system requirements may result in unsatisfactory performance and response times.

Network Server Operating System

Microsoft® Windows 2003 Server

Network Server Equipment

- Intel® Xeon® Quad-Core Processor 2.0 Ghz or higher
- 4 GB of available RAM
- 30 GB available disk space for Caselle Clarity applications (180 MB) and data
- Color SVGA .28 Monitor
- 1 GB Ethernet Network Card
- 1 GB Ethernet Switch
- DVDRW Drive

All hardware must be Microsoft® certified (request printed certification documents).

Celeron and Sempron processors are NOT recommended.

Database Server Equipment and Operating System

- Use the Recommended Network Server. For better performance, increase memory on network server or, use a separate Database Server (same specifications as the Network Server).
- Networks with more than ten workstations may require faster processors and/or more memory than the recommended.

Database Software

Microsoft® SQL Server 2005 Standard or Enterprise Edition.

Network Server and Database Server Power Protection

True On-Line UPS, 600 Voltamps minimum with UPS Monitoring card, cable, and software.

Workstation Computer

- Intel® Core™ 2 Duo (or higher)
- 2 GB of available RAM
- 30 GB available disk space for Caselle Clarity applications (180 MB) and data
- Color SVGA .28 Monitor
- DVDRW Drive

Celeron and Sempron processors are NOT recommended.

Workstation Operating System

Microsoft® Windows XP Professional or Windows Vista™

Workstation Power Protection

Combination On-Line conditioner and surge protector.

Backup System

Network quality system to backup fileserver hard drive on one tape and provide **tape read after write verification**.

Data File Transfer

DVDRW Drive

Printer

HP Laser Printer or Canon Copiers with PCL or Postscript fonts

Receipt Printer

Ithaca Series 150 Printers

Internet Access

- DSL, ISDN, or T1
- Explanation: Caselle® Applications require Internet access to download program updates. Using an Internet connection that is slower than 256 Kbps will take significantly longer to download data.

Email

Email that is compatible with Microsoft® Windows.

Network Installer

Microsoft® or Novell® Authorized and Certified.

Attachment D – Caselle Software Distribution Agreement

Caselle Software Distribution Agreement

Caselle
1570 North Main
P.O. Box 100
Spanish Fork, Utah 84660
("Caselle")

CASELLE, INC. SOFTWARE LICENSE AGREEMENT

CASELLE AGREES TO PROVIDE THE SOFTWARE TO YOU, SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS.

Grant of License

Caselle agrees to grant, and You agree to accept a limited, non-exclusive license ("License") to use the computer programs, with the accompanying manuals, video tapes, literature and other materials ("Software") as detailed under Items, in perpetuity subject to the terms and conditions of this Software License Agreement and subject to termination as provided herein.

Title and Confidentiality

Title and full ownership rights to the Software licensed under this agreement, including, without limitation, all intellectual property rights therein and thereto, and any copies You make, remain with Caselle. It is agreed the Software is the proprietary, confidential, trade secret property of Caselle, whether or not any portions thereof are or may be copyrighted and You shall take all reasonable steps necessary to protect the confidential nature of the Software as You would take to protect Your own confidential and trade secret information. You further agree that You shall not make any disclosure of any or all such Software (including methods or concepts utilized therein) to anyone, except to employees, agents, or contractors working for You to whom such disclosure is necessary to the use for which rights are granted hereunder. You shall appropriately notify all employees, agents, and contractors to whom any such disclosure is made that such disclosure is made in confidence and shall be kept in confidence by them. Upon Caselle's request, such employees, agents, and contractors shall enter into an appropriate confidentiality agreement for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief at the request of Caselle. If Caselle makes such a request, it shall provide You with the appropriate confidentiality agreements. The obligations imposed by this section upon You, Your employees, agents, and contractors, shall survive and continue after any termination of rights under this Agreement. It shall not be a breach of this agreement if you are required to disclose or make the Software available to a third party or to a court if the Software is required to be disclosed pursuant to a state's "open records" law, or is subpoenaed or otherwise ordered by an administrative agency or court of competent jurisdiction to be produced.

License

You may:

- Use the Software on a single CPU or network ("System") for the appropriate number of users. The Software may be moved to and used on another System, but shall under no circumstances be used on more than one System at a time.
- Make System readable copies of the diskettes provided with the Software as required for backup protection. Such copies may only be used in support of Your use of the Software on the System and may not be used for any other purpose. Each of these copies must have a label placed on the media indicating the Software is a proprietary product of Caselle.

You may not:

- Rent, lease, sublicense, assign or otherwise transfer this Software, in whole or in part, except as expressly permitted by this Agreement.
- Inspect, disassemble, decompile, reverse engineer or in any way attempt to determine the internal methods of the Software.
- Modify the Software or merge it into any other product without the express written consent of Caselle.
- Reproduce, transmit or distribute the Software, or any part of it, in any form or by any means except as expressly permitted in this Agreement.
- Permanently transfer or assign the Software and the rights under this License to another party without the express written consent of Caselle.
- Use the Software to provide accounting services to multiple government agencies other than Your own.

Any attempt to do any of the above (a to e) shall void and terminate this Agreement.

Term

This Software License Agreement is and shall be effective from the date of full execution and shall remain in force until terminated. You may terminate this Agreement at any time by notifying Caselle in writing and returning all copies and modifications of the Software within 30 days of such notification. Your License terminates automatically if you materially fail to comply with any terms or conditions of this Agreement and You must return all copies and modifications of the Software to Caselle or its agent within 30 days of receipt of written notification of such termination. For each day You retain the Software without a valid License You agree to pay Caselle \$100.

Attachment D – Caselle Software Distribution Agreement

Warranty

- a) Caselle warrants that it has sufficient right and title to the Software to grant You this License. For 1 year from the date of receipt of the Software ("Warranty Period"), Caselle also warrants the Software media to be free from defects in materials and workmanship under normal use, and Software operation will substantially conform to the specification published by Caselle. If an error or a defect in the Software or its media becomes apparent within the Warranty Period You must promptly notify Caselle, in writing, describing the defect. Upon confirming the error or defect Caselle will, at its exclusive option, repair or replace the item or refund the price paid for the defective item. Caselle does not warrant that the functions contained in the Software will meet Your requirements or that the operation of the Software will be uninterrupted or error free. The entire risk as to the results and performance of the Software is assumed by You. The warranty does not cover Software modified by anyone other than Caselle and problems with, or caused by, computer hardware or non-Caselle software.
- b) Caselle represents and warrants that the Software is Year 2000 compliant; that it shall not cause the system to crash on account of indefinite date or data fields; that it shall be fault-free in processing date and data (including, but not limited to, calculating, comparing and sequencing) prior to, through and beyond January 1, 2000, including any leap year calculations.

Disclaimers and Limitations of Remedies

- a) Except as specifically stated in this Agreement, the Software is Licensed "as is" without warranty of any kind, either express or implied, including, but not limited to implied warranties of merchantability and fitness for a particular purpose. In no event shall Caselle be liable for any indirect, special or consequential damages, including, but not limited to, loss of anticipated profits, revenue or savings, arising from the use of or inability to use the Software or breach of any expressed or implied warranty, even if Caselle or its agent has been advised of the possibility of such damages. The maximum liability of Caselle for all damages from any claims shall not exceed the License fee for the Software.
- b) In the event that the parties are unable to resolve differences, which may arise relating to this Agreement, all disputes rising from this Agreement shall be resolved through binding arbitration in Utah. The arbitration shall be governed by the most recently published Commercial Arbitration Rules of the American Arbitration Association. Both parties agree to submit disputes to a single arbitrator acceptable to both parties. The arbitrator will be selected from a list compiled by the parties' respective legal counsels. Every person named on the list of potential arbitrators must be a neutral and impartial lawyer who has at least ten years specializing in the field of general commercial litigation and is knowledgeable about software. The arbitrator shall base its award on applicable law and judicial precedent and unless both parties agree otherwise shall include in such award the finding of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Additional Services

Support, Training and Data Conversion for the Software will be provided directly by Caselle, or its authorized agent, and are subject to separate agreements.

General

- a) The Warranty and Limitation of Remedies gives You specific legal rights. You may also have other rights, which vary from state to state, in which case the greater right will apply.
- b) This Agreement shall be governed and construed in accordance with the laws of the State of Wisconsin and You hereby consent to the jurisdiction of State and Federal courts in Wisconsin. If any part of this Agreement violates applicable law, that part shall be deemed to be amended to the extent necessary to comply with the law.
- c) This Agreement constitutes the entire Agreement between Caselle and You and supersedes any prior Agreement or understanding, written or oral. Except as provided herein, this Agreement may not be amended or supplemented except in writing and properly executed by both parties.
- d) If any provision of this Agreement shall be adjudged by a court to be void or unenforceable, the same shall in no way affect any other provision of this Agreement or the validity or the enforceability of this Agreement.
- e) All rights and remedies provided herein are cumulative and are in addition to all other rights and remedies available at law or equity.
- f) In the event that either party successfully takes legal action to enforce any provision of this Agreement the unsuccessful party shall pay full costs and expenses of such action, including reasonable attorney's fees.
- g) Any notice required by this Agreement shall be deemed to have been properly given if sent by registered or certified mail.
- h) The waiver of any breach or default of this Agreement shall constitute a waiver only as to such particular breach or default and shall not constitute a waiver of any other breach or default.
- i) Neither party shall be held liable for delays in any of its performance resulting from acts of God, war, civil disturbance, court order, labor dispute or any other cause beyond its control.

Attachment E – Civic Support Agreement

CIVIC SUPPORT AGREEMENT

This Support Agreement is made by and between the **City of De Pere**, 335 S. Broadway, De Pere, WI 54115 and **Civic Systems, LLC**, Ten Terrace Court, Madison, Wisconsin 53707-7398.

TERMS AND CONDITIONS

1. TERM

The initial term of this Support Agreement is for a period of 1 year(s) from the date of use. The date of use is defined as the date the first module is implemented and considered “live”. Upon expiration of the initial term of the Support Agreement, it shall be deemed renewed with the same terms and conditions for further successive periods of one (1) year(s) unless either party has given the other party written notice not less than thirty (30) days prior to the expiration of the initial term or subsequent renewal term(s).

2. CHARGES

Civic will invoice Client on the effective date and semi-annually thereafter. Invoices are sent in December for Support services rendered in the subsequent six (6) months for January through June. Invoices are sent in June for Support services rendered in the subsequent six (6) months for July through December. All invoices are due within 30 days of the invoice date. Invoices not paid within 30 days are subject to 1.5% interest per month or an annual interest rate of 18% per year. Civic will cease any and all Support services for any invoice not paid within 90 days until payment is made in full. Civic has the right to increase support charges at each anniversary or the effective date. Written notice of such increases shall be given to Client not less than thirty (30) days before the anniversary of the effective date.

Initial support fees are billed and prorated for that six-month period based upon the specific modules “go-live” date.

3. SERVICE HOURS

Civic will provide telephone and web support service five business days a week, from 7 AM to 5 PM Central Standard Time, excluding nationally recognized holidays. Annual support charges do not cover on-site support.

4. SERVICE NOTIFICATION

Client shall notify Civic of support tickets, by contacting Civic support and identifying the issue and symptoms. Notification may be made to Civic via telephone, web, e-mail or fax, as outlined below and in any of the methods outlined in the **SOFTWARE SUPPORT** section below.

Telephone: 608 240 2600
 Toll-Free: 800 241 1517
 Fax: 608 249 1050
 E-mail: support@civicsystems.com
 Website: <http://www.civicsystems.com>

Attachment E – Civic Support Agreement

5. TERMINATION OF AGREEMENT

This Support Agreement may be terminated as outlined under the **TERM** section above. In addition, Civic or Client shall terminate this agreement immediately upon written notice thereof to the other party, in the event the other party shall have breached a material provision of this Support Agreement, which breach shall not have been cured within a thirty (30) day period. If breach is not capable of being cured within such thirty (30) day period, this Support Agreement shall not be terminable so long as the party committing such breach shall have established to the reasonable satisfaction of the other party that it is using all diligent efforts to effect such cure.

This Support Agreement may be terminated by either party effective immediately and without notice, upon: (i) the dissolution, termination of existence, liquidation or insolvency of the other party, (ii) the appointment of a custodian or receiver for the other party, (iii) the institution by or against the other party of any proceeding under the United States Bankruptcy Code or any other foreign, federal or state bankruptcy, receivership, insolvency or other similar law affecting the rights of creditors generally, or (iv) the making by the other party of any assignment for the benefit of creditors.

6. ASSIGNMENTS

Civic shall not assign, transfer or pledge this Support Agreement and/or the services to be performed, whether in whole or in part, nor assign any monies due or to become due to it without the prior written consent of Client. A consent to assign shall be subject to such conditions and provisions as Client may deem necessary, accomplished by execution of a form signed by Client, Civic, and the assignee.

7. PLACE OF USE

The Customer shall provide a suitable, clean location for the installation and operation of the Product, including adequate surge protection on the electrical supply source.

8. RISK OF LOSS

This Support Agreement does not cover service, maintenance or repair necessitated by loss or damage resulting from any cause beyond the control of Civic, including, but not limited to loss or damage due to fire, water, lightning, earthquake, riot, unauthorized service or modifications, theft, or any other cause originating outside the Product.

9. PERFORMANCE

Civic shall exercise its best efforts in performing services covered under this Support Agreement, but shall not be liable for damages, direct or otherwise, for failure to perform services at a location deemed hazardous to health or safety or arising out of delays or failure in furnishing parts or services caused by Acts of God, Acts of Government, labor disputes or difficulties, failure of transportation or other causes beyond its control, or for any consequential damage whatsoever.

10. LIABILITY

Civic is only obligated to provide software support services for the most currently released version of the Software, and the immediately preceding version. Civic shall not be responsible, nor incur liability of any kind, nature or description to Client, its agents or employees or any other firm or corporation, whether direct or consequential, in event of failure or fault in condition or operation of the Product or for errors of omission in the transmission or display of information arising from the actual or alleged use of operation of the Product.

Attachment E – Civic Support Agreement

11. Warranty

- A. Each party represents and warrants to the other that it has full power and authority to enter into and perform this Agreement and the person signing this Agreement on behalf of each party hereto has been properly authorized and empowered to enter into this Agreement.
- B. Client warrants that it has the legal right and authority, and will continue to have the legal right and authority during the term of this Agreement, to operate, configure, provide, place, install, upgrade, add, maintain and repair (and authorize Civic to do any of the foregoing to the extent the same are included in the Services) the hardware, software and data that comprises any of Client's information technology system upon which or related to which Civic provides Services under this Agreement.
- C. Civic represents and warrants that materials produced or used under this contract, including but not limited to software hardware, documentation, and/or any other item, do not and will not infringe upon any intellectual property rights of another, including without limitation patents, copyrights, trade secrets, trade names, and service marks and names.
- D. If a third party claim that the Software infringes upon any intellectual property rights of another which causes Client's reasonable use of the software or other material supplied under this contract to be seriously endangered or disrupted, Civic shall promptly, without additional charge to Client either procure for Client the right to continue using the software or other material, or replace or modify that software or material so that it becomes non-infringing, provided that such replacement or modified software or material has the same functional characteristics as the infringing software or material. If none of the foregoing alternatives are possible even after Civic's best efforts, Client shall have the right at its election, to terminate the license to the infringing software and Civic shall promptly refund to Client all fees, costs, and charges paid by Client to Civic for that software or material and any other software or material reasonably rendered ineffective as the result of said infringement.
- E. Civic warrants that any Services that it provides to Client under this Agreement will be performed in accordance with generally accepted industry standards of care and competence. Client's sole and exclusive remedy for a breach of Civic's warranty will be for Civic, in its sole discretion, to either: (i) use its reasonable commercial efforts to re-perform or correct the Services, or (ii) refund the fee Client paid for the Services that are in breach of Civic's warranty. Client must make a claim for breach of warranty in writing within thirty (30) days of the date that the Services that do not comply with Civic's warranty are performed. This warranty is voided in the event that Client makes alterations to the Services provided by Civic or to the environment in which Services are used (including the physical, network and systems environments). If Client does not notify Civic of a breach of Civic's warranty during that 30-day period, Client will be deemed to have irrevocably accepted the Services.
- F. Civic does not warrant any third-party product (each, a "Product"). All Products are provided to Client by Civic "AS IS." Civic will, to the extent it is allowed to by its vendors, pass through any warranties and indemnifications provided by the manufacturer of the Product. Client acknowledges that no employee of Civic or any other party is authorized to make any representation or warranty on behalf of Civic that is not in this Agreement.

12. LIMITATION ON LIABILITY

In no event will Civic's liability exceed the support fees paid to date by the Customer to Civic. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. In no event shall either party be liable for ANY lost profits, LOST Business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages arising out of or related to this Agreement.

Customer will indemnify Civic, its parent company (Baker Tilly) and their present or former partners, principals, employees, officers and agents against all costs, fees, expenses, damages and liabilities (including attorney's fees and all defense costs) associated with any third-party claim, relating to or arising as a result of the Services of this Agreement.

Attachment E – Civic Support Agreement

In the event Civic is requested by the Customer; or required by government regulation, subpoena, or other legal process to produce its engagement working papers or its personnel as witnesses with respect to its Services rendered for the Customer, so long as Civic is not a party to the proceeding in which the information is sought, Customer will reimburse Civic for its professional time and expenses, as well as the fees and legal expenses, incurred in responding to such a request.

Civic will indemnify Customer against any damage or expense relating to bodily injury or death of any person or tangible damage to real and/or personal property incurred while Civic is performing the Services to the extent such damage is caused solely by the negligent acts or willful misconduct of Civic's personnel or agents in performing the Services.

Customer accepts and acknowledges that any legal proceedings arising from or in connection with the services provided under this Agreement must be commenced within twelve (12) months after the performance of the Services for which the action is brought, without consideration as to the time of discovery of any claim.

13. DEFAULT

In the event of payment default by Client, Civic shall be entitled to collect interest and collection costs, including court costs and reasonable attorney fees. In the event of default by the Customer in any term or condition herein, Civic may, at its option, refuse service or terminate its obligations under this Agreement.

14. FORCE MAJEURE

In the event that either party is prevented from performing, or is unable to perform, any of its obligations under this Agreement due to any act of God, fire, casualty, flood, war, strike, lock out, failure of public utilities, injunction or any act, exercise, assertion or requirement of any governmental authority, epidemic, destruction of production facilities, insurrection, inability to obtain labor, materials, equipment, transportation or energy sufficient to meet needs, or any other cause beyond the reasonable control of the party invoking this provision ("Force Majeure Event"), and if such party shall have used reasonable efforts to avoid such occurrence and minimize its duration and has given prompt written notice to the other party, then the affected party's failure to perform shall be excused and the period of performance shall be deemed extended to reflect such delay as agreed upon by the parties.

15. NOTIFICATION

All notices or communications required or permitted as a part of the Support Agreement shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed received (i) on the date personally delivered; or (ii) the date of confirmed receipt if sent by Federal Express, DHL, UPS or any other reputable carrier service, to applicable party (sending it to the attention of the title of the person signing this Contract Agreement) at the address specified below.

Civic Systems, LLC
Ten Terrace Court
P.O. Box 7398
Madison, WI 53707-7398

City of De Pere
335 S. Broadway
De Pere, WI 54115

Attachment E – Civic Support Agreement

16. WAIVER

This instrument contains the entire Agreement for support of the parties. It cannot be changed, altered or modified orally. All changes or modifications must be in writing by the parties hereto.

17. SOFTWARE SUPPORT

The customer will supply the conditions and data which caused the malfunction and help reproduce the failure. The following services are part of the Support Agreement:

- A. Telephone and Internet Support – Unlimited and reasonable telephone technical support is provided during the hours specified in the **Service Hours** section above. In addition, Client has the ability to log support issues and search a knowledge base utilizing Civic's customer support portal over the internet twenty-four (24) hours a day, seven (7) days a week. Technical support history, including issue and resolution, shall be available to Client via the customer support portal over the internet for a period of three (3) years. Civic shall, on occasion, employ software tools that utilize the internet to troubleshoot technical support issues.
- B. Bug fixes and Updates – Civic shall provide Client with all bug fixes and updates within twenty (20) days of receiving bug fixes and updates upon satisfactory software testing by Civic. Documentation communicating bug fixes, updates, and changes to the database schema shall be sent to Client.
- C. Software Upgrades – Civic shall provide Client with upgrades to the current platform when available. Civic shall provide Client with all upgrades within thirty (30) days of satisfactory software testing by Civic. All relevant documentation communicating enhancements, changes to user manuals, changes to the database schema, etc. shall be sent to Client.

18. MISCELLANEOUS

This Support Agreement covers those services rendered for d post "go-live".

City of De Pere, Wisconsin

**Request For Board of Public Works Action**

MEETING DATE: August 20, 2013

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Resolution #13-110, Authorizing Agreement With Green Bay Metropolitan Sewerage District Regarding Wastewater Sampling. Water/GBMSD Sampling Agreement

Prior to January 2008, City of De Pere Wastewater Treatment staff collected a wastewater sample from the City's operating paper mills. The City used this daily wastewater information to invoice the paper mills for wastewater treatment services rendered. After the City merged with NEW Water/GBMSD, the City approached NEW Water/GBMSD about their need for continued daily wastewater information from the operating paper mills so the City could accurately bill each paper mill for the City's portion of their monthly wastewater treatment service invoice. As a result, NEW Water/GBMSD has been providing and invoicing the City for this daily wastewater information. This has been occurring for the past five years without a formal agreement. The three mills that NEW Water/GBMSD staff collects wastewater information from are Thilmany Paper, US Paper- Sonoco and Fox River Fiber. Attached is the formal agreement from NEW Water/GBMSD.

Staff has reviewed this agreement and recommends approval.

ATTACHMENTS:

- Resolution #13-110, Authorizing Agreement With Green Bay Metropolitan Sewerage District Regarding Wastewater Sampling. (DOCX)
- GBMSD service agreement 080113 (DOCX)

HISTORY:

08/12/13

Board of Public Works

RESOLUTION #13-110

AUTHORIZING AGREEMENT WITH GREEN BAY METROPOLITAN SEWERAGE DISTRICT REGARDING WASTEWATER SAMPLING

WHEREAS, the City is in need of daily wastewater information collection from paper mills operating within the City; and

WHEREAS, Green Bay Metropolitan Sewerage District has available and offers to provide personnel and equipment necessary for the wastewater collection service.

WHEREAS, the Board of Public Works has reviewed such proposal and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the wastewater sampling Agreement as is attached hereto as Exhibit 1, together with subsequent renewals thereof provided the same is on substantively similar terms and properly budgeted therefore.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Agreement

This Agreement (and all exhibits or other documents attached to or referenced herein, each of which is incorporated in its entirety by this reference) (the “Agreement”) sets forth the terms and conditions of the Green Bay Metropolitan Sewerage District (“GBMSD”) engagement to render the Services (as defined below) by and for the benefit of the City of De Pere (“De Pere”).

1. SCOPE OF ENGAGEMENT.

De Pere engages GBMSD to provide, and GBMSD shall make available and deliver to De Pere, its Services as described in and required by this Agreement. GBMSD will provide all Services as an independent contractor (and not as employee/employees) with De Pere.

GBMSD shall generally provide the following Services to De Pere as set forth below and indicated in the attached Scope of Services (collectively, the “Services” and attached):

- Wastewater flow metering, sampling, and analysis
- Setup, takedown, and cleaning of metering and sampling equipment
- Safety vehicle and equipment (mileage included)
- Miscellaneous equipment (gloves, etc.)
- Laboratory analysis and results

Additionally, GBMSD will flow meter, sample, and analyze wastewater samples from identified industries at a frequency determined by the City of De Pere (“De Pere”). De Pere shall furnish GBMSD with information regarding its data requirements.

GBMSD will:

1. Communicate with each identified industry prior to entering the private sewerage system.
2. Use confined space training, proper equipment and procedures when entering the private sewerage system.
3. Install a portable flow meter and wastewater sampler, as deemed necessary at each identified industrial site.
4. Collect six days of flow proportional composite wastewater samples and deliver said samples to the GBMSD Laboratory for analysis.
5. Deliver wastewater analytical results to the City of De Pere.

Invoice De Pere for GBMSD labor, equipment rental, vehicle mileage, miscellaneous materials, and overhead per GBMSD’s “Policy for Extending Contract Services”.

In addition, GBMSD may perform such other duties and responsibilities as GBMSD and De Pere may agree upon.

GBMSD will deliver laboratory analysis results to De Pere for the benefit of De Pere or third parties. GBMSD will report directly and exclusively to De Pere’s Director of Public Works or other designated individual(s).

During the Term of this Agreement, GBMSD shall perform the necessary work for the Services indicated within this Agreement and/or other duties and responsibilities as agreed upon.

GBMSD shall not unreasonably withhold its consent to occasional requests by De Pere that GBMSD provide additional hours of service.

Throughout the Term and any renewal or extension thereof, GBMSD shall use its best efforts to provide Services to De Pere, and shall provide the highest professional standards when performing the Services. GBMSD shall perform the Services in accordance with generally accepted industry standards applicable to Wastewater Treatment/Field Services, including without limitation, strict compliance with all applicable federal, state, and local laws and regulations.

The Services shall be provided by GBMSD primarily at De Pere's designated industrial monitoring sites in the City of De Pere, Wisconsin area. GBMSD shall provide at its cost and expense in performing the Services, all reasonably necessary or advisable clerical, administrative, information technology, and personal or other computers and software.

The identified industrial monitoring sites will be determined by De Pere and submitted to GBMSD. Any addition or removal of an identified industrial monitoring site shall be communicated to GBMSD by City. De Pere will provide information to GBMSD regarding the scope of wastewater information desired from each industry: daily, one week/month or one week/quarter.

2. TERM OF SERVICES.

The Term of this Agreement and the Services to be provided hereunder shall commence on the date this Agreement is signed. Either party may terminate this Agreement and the Services at any time upon not less than thirty (30) days' advance written notice to the other party. De Pere shall pay GBMSD all compensation due hereunder, and GBMSD shall provide the Services, through the effective date of any termination.

This Agreement and the Services to be provided hereunder may be terminated by either party if the other party materially defaults under any term or condition of this Agreement, which default remains uncured for a period of fifteen (15) days following the defaulting parties' receipt of written notice of such default.

3. COMPENSATION.

In consideration of the Services, De Pere shall pay GBMSD compensation as follows:

- (i) Hourly rates for Field Services Technicians' time. Labor charges will be based on the actual labor hours required each month multiplied by the average labor rate of a Field Services Technician derived from work performed in the previous year. This average Field Service Technician labor rate will be provided to De Pere annually at least 30 days prior to implementing the rate.
- (ii) Direct reimbursement for the reasonable cost of safety vehicle/equipment/mileage usage and all out-of-pocket expenses incurred by GBMSD in performing the Services, including without limitation, travel time to and from the identified industrial monitoring sites and miscellaneous materials (collectively, the "Reimbursable Expenses"). Miscellaneous materials are comprised of but not

limited to the following expenses: gloves, tubing, toweling, sample jugs, portable meter, and portable sampler.

- (iii) Hourly and/or analysis rates for laboratory analysis and reporting.
- (iv) GBMSD overhead costs as calculated annually. Overhead costs include, without limitation, such items as: administrative costs, supplies, taxes, utilities, insurance, depreciation, insurance, repairs, etc.
- (v) Invoices will be provided to De Pere and are due within thirty (30) days of invoice date.

4. PAYMENTS.

During the Term, GBMSD shall submit to De Pere an invoice indicating records of GBMSD's time spent providing the Services to De Pere, use of safety vehicle/equipment/mileage together with records of reimbursable out-of-pocket and other expenses.

5. INDEMNIFICATION; INSURANCE.

Each party hereby indemnifies and holds the other harmless from and against any and all claims, actions, damages, liability, loss and expense (including reasonable attorneys' fees) suffered in connection with any loss of life, personal injury and/or damage to property arising from or out of: (i) breach of or nonperformance under this Agreement; (ii) negligent acts or omissions or intentional misconduct. Any indemnified amount payable hereunder by either party to the other shall be net of insurance proceeds, if any, actually received by the indemnified party and pertaining to the indemnified claim. Except for the foregoing indemnification, De Pere shall not be liable to GBMSD, and GBMSD shall not be liable to De Pere, for any incidental, consequential, special, exemplary, punitive or other loss, cost, expense or damages in excess of actual damages, and each party's liability to the other shall be limited to the aggregate amount of compensation payable by De Pere to GBMSD pursuant this Agreement.

6. FREEDOM TO PROVIDE SERVICES.

De Pere represents and warrants that it is under no present obligations or restrictions, nor will it assume any obligation or restrictions, which will conflict with or prevent GBMSD from engaging De Pere to perform any of the Services required by this Agreement.

7. ASSIGNMENTS, AMENDMENTS, SUCCESSION AND WAIVERS.

Neither party may assign this Agreement or any interest herein (except that either party may assign this Agreement to any of its parent, subsidiary(ies) or affiliated entities or to a purchaser of substantially all of the assets or voting stock (or other securities)) without first obtaining the express written consent of the other party. This Agreement may not be amended or supplemented except by written agreement signed by each of the parties. This Agreement shall be binding upon, and shall inure to the benefit of, the parties and their successors and permitted assigns. No express or implied waiver, or any prior breach of or default under this Agreement, shall constitute a waiver of any subsequent breach or default hereof, and no waiver shall be implied thereby.

8. ENTIRE UNDERSTANDING.

This Agreement expresses the entire understanding between GBMSD and De Pere with respect to the subject matter hereof, including without limitation, GBMSD's delivery of the Services to De Pere.

9. INDEPENDENT CONTRACTORS.

Each party to this Agreement is, and shall at all times during the Term, remain an independent business acting exclusively as an independent contractor. Neither party shall be deemed or construed to be partners, joint venturers, principal and agent, employer/employee or anything but independent contractors. Neither party shall have the power nor authority to bind the other, except as may be expressly set forth herein. GBMSD shall not be entitled to participate in any employee benefit or welfare plan maintained from time to time by De Pere for its employees.

10. INTERPRETATION; GOVERNING LAWS.

This Agreement and any other documents made part of this Agreement shall be read together and harmonized to the greatest extent reasonably possible; provided, however, any direct conflict between the terms and conditions of this Agreement and the attached documents shall be resolved in favor of this Agreement. This Agreement shall be subject to such further written agreements, executed by the undersigned parties, as may be made during the Term of this Agreement.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin.

11. NOTICES.

Notice to either party shall be deemed to have been given when delivered to it in person or by fax or if mailed by registered or certified mail on the third day after deposited in the mail and if delivered by delivery service with proof of delivery, on the date received provided the notice is sent to the address or fax number shown below, or at such other address or fax number as GBMSD may from time to time designate in writing by notice to De Pere in the same manner as herein set forth. Notice to GBMSD shall be similarly delivered to GBMSD's address, Green Bay Metropolitan Sewerage District, Attention: Field Services Manager, 2231 North Quincy Street, Green Bay, Wisconsin 54302. Notice to De Pere shall be similarly delivered to De Pere, at De Pere's principal place of business, City of De Pere, Attention: Director of Public Works, 925 South Sixth Street, De Pere, Wisconsin 54115.

Signature page to follow

If the foregoing is in accordance with your understanding and is acceptable to you, please indicate your agreement by signing, dating, and returning to GBMSD the enclosed copy of this Agreement. We look forward to working with you.

City of De Pere

By: _____

Name: _____

Its: Director of Public Works

This Agreement is accepted and agreed to as of the ____ day of _____, 20__.

Green Bay Metropolitan Sewerage District

By: _____

Name: _____

Its: _____

Please return via United States Mail following execution to:

Brian Vander Loop
Field Services Manager
2231 North Quincy Street
Green Bay, WI 54302
Fax # 920-432-4302

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: August 20, 2013

DEPARTMENT: Fire Department

FROM: Jeffery Roemer

SUBJECT: Resolution #13-111, Authorizing Emergency Medical Service
Medical Director Agreement Between The City Of De Pere, Baycare
Aurora, LLC D/B/A Aurora Baycare Medical Center And Baycare
Clinic, L.L.P.

Memorandum

I would like to ask the Finance and Personnel Committee to approve the change of Emergency Medical Direction for the Fire Department, from Dr. Ken Johnson to Dr. Steven Stroman. This position is designated by the Fire Department and coordinates the development and oversight of EMS standards and protocols, monitors all aspects of quality control, oversight of hospital emergency physicians, administration of in-service education, ride along monitoring and educational support. In addition to these main duties of a medical director, Aurora BayCare Medical Center will also be providing hospital based programs for paramedic skill training, quality assurance of EMS incidents, EMS supplies at cost and basic skill recertification's for all EMS personnel.

This change will greatly enhance and improve the department's interaction and EMS training with hospital based physicians, which will enhance our ability to provide exceptional EMS service to our citizens. There is no cost to the City to make this change and there will be a savings related to disposable EMS supplies.

ATTACHMENTS:

- Reso13-111, EMS director (DOCX)
- ABMC BCC Fire-EMS Director Agreement v3 City edits FINAL (DOCX)

HISTORY:

08/13/13

Finance/Personnel Committee

RESOLUTION #13-111

AUTHORIZING EMERGENCY MEDICAL SERVICE MEDICAL DIRECTOR AGREEMENT
BETWEEN THE CITY OF DE PERE, BAYCARE AURORA, LLC D/B/A AURORA
BAYCARE MEDICAL CENTER AND BAYCARE CLINIC, L.L.P.

WHEREAS, the City's Fire Rescue Department operates an ambulance service and is an emergency medical service provider pursuant to Wis. Stats. §256.12; and

WHEREAS, as an emergency medical service provider, the ambulance service is required to engage a qualified medical director to provide medical direction in all matters relating to emergency medical services; and

WHEREAS, BayCare Clinic, L.L.P. employs physicians who are involved in the provision of emergency medical care, one of whom it will make available to provide medical director services to the City; and

WHEREAS, the City wishes to engage Steven Stroman, MD of BayCare Clinic, L.L.P. to serve as its Medical Director to perform such duties as required under Wis. Stats. §256.12 and Wis Admin. Code §110.49 DHS; and

WHEREAS, the City also wishes to engage BayCare Aurora, LLC d/b/a Aurora BayCare Medical Center to provide supplies and education, as set forth in the Emergency Medical Service Medical Director Agreement attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, the Finance/Personnel Committee has reviewed such proposal and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Emergency Medical Service Medical Director Agreement (Exhibit A).

Resolution #13-111

Page 2 of 2

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

EMERGENCY MEDICAL SERVICE MEDICAL DIRECTOR AGREEMENT

This Emergency Medical Service Medical Director Agreement (the “Agreement”) is entered into this ____ day of _____, 2013, by and among the **City of De Pere**, a municipal corporation (“City”), **BayCare Aurora, LLC d/b/a Aurora BayCare Medical Center**, a Wisconsin limited liability company, (“Medical Center”), and **BayCare Clinic, L.L.P.**, a Wisconsin limited liability partnership (“BCC”).

WHEREAS, the City’s Fire Rescue Department operates an ambulance service (“City Service”) and is an emergency medical service provider pursuant to Wis. Stats. §256.12; and

WHEREAS, as an emergency medical service provider, the City Service is required to engage a qualified medical director to provide medical direction in all matters relating to emergency medical services; and

WHEREAS, BCC employs physicians who are involved in the provision of emergency medical care; and

WHEREAS, the City wishes to engage Steven Stroman, MD , employed by BCC, to serve as its Medical Director (“Director”) to perform such duties as required under Wis. Stats. §256.12 and Wis. Admin. Code § 110.49 DHS; and

WHEREAS, City also wishes to engage Medical Center to provide supplies and education to the City’s Service as set forth below.

NOW THEREFORE, in return for their the mutual covenants and obligations, together with other consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City hereby engages Steven Stroman, M.D. (“Director”), employed by BCC to serve as its Director for the City’s provision of emergency medical services to its residents and inhabitants, and to perform all acts and duties required of said position in conformity with Wis. Stats. §256.12 and Wis. Admin. Code § 110.49 DHS .
2. The term of this Agreement shall be for a period of one year, commencing on September 1, 2013 (“Initial Term”). Thereafter, this Agreement shall automatically renew for successive one-year periods (each, a Renewal Term”) unless any party gives written notice of the decision not to renew at least thirty (30) days prior to the end of the Initial Term or any Renewal Term. After the Initial Term, any party may terminate this Agreement at any time, for any reason by giving not less than sixty (60) days prior written notice to the other parties.

3. BCC shall ensure Director participates in the development, coordination, direction, supervision, and establishment of standards and procedures for the operation of the emergency medical service. In addition to the statutory and regulatory duties identified above, BCC shall ensure Director performs, the following duties:
 - a. Coordinate the development and continued oversight of standard operation procedures and protocols as well as complying with Wis. Admin. Code § 110.49 DHS “EMT-paramedic operational plan” (hereafter “Approved Operational Plan” or the “System”), ensuring these policies are reviewed and revised as necessary.
 - b. Monitor all aspects of quality control with the System, including but not limited to, individual EMT/paramedic knowledge, skills, and performance; periodic audits of target areas (i.e. chest pain, psych emergencies, and trauma); and audits of all deaths, cardiac arrests, intubations, and helicopter transports originating in Brown County;
 - c. Provide City Service with timely quality assurance initiatives, including critique and commentary of emergency services provided for the purpose of maintaining a medically acceptable level of emergency service care.
 - d. Perform or direct oversight of the base station physicians responsible for day to day directions and supervision of EMT and paramedic ambulance services functioning under the Approved Operational Plan;
 - e. Provide physician ride-along monitoring and assessment services for paramedic crews on a periodic basis; and
 - f. Provide educational support for emergency services personnel with such frequency as determined by state requirements and needs of the System, including on-going training, competencies with new equipment and techniques.
4. Medical Center will:
 - a. Replenish City Service’s inventory of pharmaceutical medications and durable medical supplies at Medical Center’s cost. Medical Center shall invoice City on a monthly basis for such supplies and City shall reimburse Medical Center within thirty (30) days after receipt of invoice.
 - b. Provide City Service personnel with American Heart Association ACLS, PALS, and BLS training courses on-site or at Aurora BayCare Medical Center Sports Complex.
5. In addition to meeting all requirements set forth in the aforementioned statutory and administrative code sections, City shall perform the following duties:
 - a. Comply with all state and local EMS protocols;
 - b. Abide by all orders, regulations, restrictions and protocols of Director or the Director’s designees.

6. Neither BCC nor Medical Center shall receive compensation for its services unless otherwise agreed to in writing by the affected parties.
7. The parties are independent contractors. No party is authorized or permitted to act as an agent or employee of any other. Nothing in this Agreement is intended nor shall be construed to create an employer/employee relationship, partnership, or joint venture relationship or to allow any party to exercise control or direction over the manner or method by which any party provides services to patients. All services shall be performed in accordance with all applicable medical standards and the terms and conditions of this Agreement.
8. The City and BCC shall maintain their own separate policies of comprehensive general liability and professional liability insurance in amounts sufficient to cover the activities covered under this Agreement. The City and BCC shall name each other as additional insureds under such liability policies for the activities covered under this Agreement.
9. Allocation of Risks
 - a. To the fullest extent permitted by law, BCC shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of attorneys and other professionals, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of BCC or Director, or the officers, directors, partners, or employees of either in the performance and furnishing of services under this Agreement.
 - b. Medical Center shall maintain insurance in such amounts as are required under ch. 655, Wisconsin Statutes and participate in Wisconsin's Injured Patients and Families Compensation Fund. Medical Center shall indemnify and hold harmless the City and BCC from the acts or omissions of Medical Center, its agents and employees, in performing Medical Center's duties under Section 4 of this Agreement.
 - c. To the fullest extent permitted by law, the City shall indemnify and hold harmless BCC and Medical Center and their officers, directors, partners, employees, and consultants from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of attorneys and other professional, and all court or arbitration or other dispute resolution costs) caused solely by the negligent acts or omissions of City and City's officers, directors, partners, employees, and City's consultants with respect to this Agreement.
 - d. To the fullest extent permitted by law, the total liability to any party or anyone claiming by, through or under any party, for any cost, loss or damages caused in part by the negligence of any party, shall not exceed the percentage share

which that party's negligence bears to the total negligence of other parties and all other negligent entities and individuals.

10. This Agreement constitutes the entire agreement among the parties. No change to the terms of this Agreement will be effective or enforceable unless such change shall be in writing and signed by the parties hereto.

Accepted and agreed to this ____ day of _____, 2013.

CITY OF DEPERE

Michael J. Walsh, Mayor

Shana L. Defnet, Clerk-Treasurer

BAYCARE CLINIC, L.L.P.

ACKNOWLEDGED:

By _____
Chris Augustian, CEO

Steven Stroman, M.D.

**BAYCARE AURORA, LLC
AURORA BAYCARE MEDICAL CENTER**

By: _____
Brad Hahn, Secretary / Treasurer

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: August 20, 2013

DEPARTMENT: Fire Department

FROM: Jeffery Roemer

SUBJECT: Resolution #13-112, Authorizing Agreement For Professional Services Between The City Of De Pere And EMS Medical Billing Associates, LLC (Emergency Medical Service User Fee Billing Services).

Memorandum

This memo is to summarize the EMS Medical Billing proposal that you have all received. I am requesting approval to move forward with finalizing this agreement to contract our emergency medical billing. The following bullets summarize the advantages to moving forward with this agreement:

- EMS Medical Billing would handle all billing issues
- Money collected would come directly to the City
- EMS Medical Billing would send monthly bills to the City for 7% of the money paid to us by insurance
- EMS Medical Billing would charge 1.5% interest per month on any invoice balances
- Three year contract with an additional 2 year option
- EMS Medical Billing will provide on shift information gathering training to our personnel
- Electronic notepad devices would be utilized for the incident and billing information on the ambulances
- Medical information security would be enhanced
- We will receive Imagetrend software including the fire records management portion for free, including the annual support. This will eliminate the use of Fire House software and the utilization of two RMS programs.
- The upfront cost for hardware would be between \$2,000 and \$8,000 depending on the model of notebook we choose. It is estimated that we would save approximately \$1,000 on postage and \$3,700 on software maintenance on our billing software and our fire RMS software annually.
- This switch would also eliminate the constant training issues related to the complex billing changes made by Medicare and Medicaid annually.

ATTACHMENTS:

- Reso13-112, EMS billing (DOCX)
- Depere Contract 081313epkv1 (DOC)
- Medical Billing Old Insert To Add (PDF)

HISTORY:

08/13/13

Finance/Personnel Committee

RESOLUTION #13-112

AUTHORIZING AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF DE PERE AND EMS MEDICAL BILLING ASSOCIATES, LLC
(Emergency Medical Service User Fee Billing Services)

WHEREAS, the City is in need of water billing software upgrade; and

WHEREAS, EMS Medical Billing Associates, LLC has available and offers to provide personnel and equipment necessary for the emergency medical service billing service.

WHEREAS, the Finance/Personnel Committee has reviewed such proposal and recommends its approval.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to execute the Agreement for Professional Services Between the City of De Pere and EMS Medical Billing Associates, LLC (Emergency Medical Service User Fee Billing Services) as is attached hereto as Exhibit 1, subject to technical changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso13-112, EMS billing (1204 : Resolution #13-112, EMS Medical Billing Proposal)

**AGREEMENT FOR PROFESSIONAL SERVICES
EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES**

By And Between

**CITY OF DE PERE
A Wisconsin Municipality**

And

**EMS MEDICAL BILLING ASSOCIATES, LLC
9401 WEST BROWN DEER ROAD, SUITE 101
MILWAUKEE, WI 53224
A Wisconsin Limited Liability Company**

THIS AGREEMENT IS MADE and entered into by and between the **CITY OF DE PERE**, with offices at 335 S. Broadway, De Pere, WI 54115, hereinafter referred to as the **"CLIENT"**, and **EMS MEDICAL BILLING ASSOCIATES, LLC**, a Wisconsin Limited Liability Company, with offices located at 9401 W. Brown Deer Road, Suite 101, Milwaukee, Wisconsin 53224, hereinafter referred to as the **"SERVICE PROVIDER"**

WHEREAS, CLIENT desires to engage **SERVICE PROVIDER** to furnish professional and technical services with respect to Emergency Medical Service User Fee Billing Services, hereinafter referred to as the **"PROJECT"**, and **SERVICE PROVIDER** has signified its willingness to furnish professional and technical services to **CLIENT**.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, Agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

Attachment: Depere Contract 081313epkv1 (1204 : Resolution #13-112, EMS Medical Billing Proposal)

ARTICLE I

- 1.1 PERFORMANCE STANDARDS.** In performing **PROJECT** services, **SERVICE PROVIDER** will meet performance standards as applicable to medical billing providers in Wisconsin, and as outlined in Exhibit A or this Agreement.
- 1.2 SCHEDULE OF PROJECT SERVICES.** **SERVICE PROVIDER** shall commence performing **PROJECT** as of **September 1, 2013**.
- 1.3 RETENTION.** All records and documents related to the services provided under this Agreement are the property of the **CLIENT**, but shall be retained by the **SERVICE PROVIDER** on behalf of the **CLIENT** for a period of seven (7) years after the Agreement expires or is terminated. These records and documents shall be made available to **CLIENT** at any time during this Agreement, or after the expiration or termination of this Agreement, upon written request of **CLIENT**. Prior to the destruction of any records or documents, **SERVICE PROVIDER** must notify **CLIENT** in writing of the proposed destruction, in a manner that reasonably allows **CLIENT** to make a timely request for return of the records and/or documents to the **CLIENT**.
- 1.4 CONFIDENTIALITY.** No reports, information, and/or data given to or prepared or assembled by **SERVICE PROVIDER** under this Agreement shall be made available to any individual or organization by **SERVICE PROVIDER** without the written approval of **CLIENT**. Notwithstanding the above, **SERVICE PROVIDER** may release records to third party, upon having proper consents and following State laws, rules and regulations.
- 1.5 ERRORS, OMISSIONS OR DEFICIENCIES.** **SERVICE PROVIDER** shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the **SERVICE PROVIDER** is responsible for any errors, omissions, or deficiencies. **SERVICE PROVIDER** shall refund to **CLIENT**, upon finalization of any audit which shows a billing error, the **SERVICE PROVIDER'S** percentage fee times the refunded amount.

ARTICLE II

- 2.1 SERVICES TO BE PROVIDED BY CLIENT.** In the event that any information, data, surveys, reports, photographs, records and maps are existing and available and are useful for carrying out the work on **PROJECT**, **CLIENT** shall promptly furnish copies of these materials, provided these materials are owned by and in the possession of the **CLIENT**, in either hard copy or digital format, to be determined by the **CLIENT**, to **SERVICE PROVIDER** for use during the contract period. **CLIENT** designates the **Fire Chief** or his or her designee to Act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define **CLIENT'S** policies and provide decisions in a timely

manner pertinent to the work covered by this Agreement until **SERVICE PROVIDER** has been advised in writing by **CLIENT** that such authority has been revoked.

- 2.2 INCIDENT INFORMATION.** **CLIENT** will submit to **SERVICE PROVIDER** an electronic run report or, if not capable of providing an electronic run report, then Client may submit a paper "run sheet" by US Postal Service, fax or other electronic media, which shall provide the following information:

- 2.2.1 Run or Incident Number
- 2.2.2 Date and time of incident and/or transport
- 2.2.3 Transport to and from locations
- 2.2.4 Medical information and patient care specifics, including narrative
- 2.2.5 A hospital FIN sheet, or the equivalent detailing the following:
 - 2.2.5.1 Patient Name and phone number
 - 2.2.5.2 Patient Address, including apartment or lot number
 - 2.2.5.3 Patient Date of Birth
 - 2.2.5.4 Patient full and complete medical insurance information
 - 2.2.5.5 Patient Social Security Number, if available
- 2.2.6 Patient consent signature. *If the patient is mentally or physically unable to sign, EMTs must document why the patient was unable to sign, and obtain a signature from an authorized third party as mandated under Centers for Medicare and Medicaid Services (CMS) rules.*

In the event of a malfunction of the electronic patient care export, **CLIENT** agrees to provide said data to **SERVICE PROVIDER** via U.S. Postal service, fax or other electronic media.

- 2.3 PAYMENT INFORMATION.** **CLIENT** will provide **CLIENT'S** emergency medical service payment information to **SERVICE PROVIDER** as soon as practicable, by fax, electronic mail or other electronic means.
- 2.4 CLIENT RATES AND FEES.** **CLIENT** will provide **SERVICE PROVIDER** with Emergency Medical Service rate and fee information within ten (10) days after the effective date of this Agreement. **SERVICE PROVIDER** agrees to implement **CLIENT'S** billing rates within five business days of written notification to the **SERVICE PROVIDER**.

ARTICLE III

- 3.1 COMPENSATION FOR BILLING SERVICES.** **SERVICE PROVIDER** agrees to provide the services described in Exhibit A in exchange for the following fee schedule which covers all other items of whatever nature needed in connection with **PROJECT** services: Seven percent (**7.0%**) of payments posted to **CLIENT'S** records shall be payable to Service

Provider monthly for Emergency Medical Services provided by **CLIENT** beginning the effective date of this contract as provided for in Section 1.2.

3.1.2 COMPENSATION FOR COLLECTION SERVICES.

INTERNAL COLLECTION SERVICES: **SERVICE PROVIDER** is a licensed collection agency in the State of Wisconsin and will provide professional collection services on accounts that are typically less than 90 days in aged receivables. The **CLIENT** is not charged for this service.

EXTERNAL COLLECTION SERVICES: The **SERVICE PROVIDER** will subcontract (or the **CLIENT** will contract) with external collection agencies in Wisconsin for the purpose of pursuing accounts in delinquency (those accounts beyond 90 days). The **CLIENT** agrees to compensate **SERVICE PROVIDER** the amount of Thirty-three percent (**33.0%**) of net payments collected by the external collection agency(s). It is understood that this fee is not in addition to the 7.0% fee due to the **SERVICE PROVIDER** but is inclusive of **SERVICE PROVIDER's** 7.0% fee.

If the **CLIENT** does not use a collection agency or agencies recommended by **SERVICE PROVIDER**, the **CLIENT** agrees to compensate the **SERVICE PROVIDER 7.0%** of net payments received by the **CLIENT** or the **CLIENT's** external collections agency(s) on all accounts forwarded to the **CLIENT** or **CLIENT's** external collection agency(s) by the **SERVICE PROVIDER**. It is agreed that it is the responsibility of the **CLIENT** or the **CLIENT's** external collection agency(s) to provide payment information each month to the **SERVICE PROVIDER** for all payments received from collections activity. This fee is in addition to the percentage negotiated with the client's chosen external collection service.

TAX REFUND INTERCEPT PROGRAM (TRIP): If the **CLIENT** is eligible under Wisconsin law to utilize TRIP and contracts with an external collection agency recommended by the **SERVICE PROVIDER**, the **CLIENT** agrees to compensate **SERVICE PROVIDER** the amount of Seventeen (**17.0%**) percent of net payments collected by the external collection agency(s). It is understood that this fee is not in addition to the 7.0% due to the **SERVICE PROVIDER** but is inclusive of **SERVICE PROVIDER's** 7.0% fee.

If the **CLIENT** does not use a collection agency or agencies recommended by **SERVICE PROVIDER** to utilize TRIP, the **CLIENT** agrees to compensate the **SERVICE PROVIDER 7.0%** of net payments received by the **CLIENT** or the **CLIENT's** external collections agency(s) on all accounts forwarded to TRIP on the **CLIENT's** behalf. It is agreed that it is the responsibility of the **CLIENT** or the **CLIENT's** external collection agency(s) to provide payment information each month to the **SERVICE PROVIDER** for all payments received from collections activity in TRIP.

3.1.3 START-UP FEE: WAIVED.

3.1.4 CREDIT CARD PAYMENTS: CLIENT agrees to accept payment of ambulance invoices by credit card through **SERVICE PROVIDER'S** credit card merchant account. **CLIENT** agrees to pay all transaction fees associated with payment by credit card, debit card and online payments for the period of the contract. **CLIENT** has the right to change merchant accounts at any time, as long as sufficient invoice and payment information is provided to **SERVICE PROVIDER** on each payment, and in a timely basis.

3.2 COMPENSATION FOR ADDITIONAL SERVICES. For authorized extensions of work or additional services provided outside of the scope of services specified in this Agreement, **CLIENT** and **SERVICE PROVIDER** shall agree upon a fee and payment schedule prior to commencement of additional services.

3.3 MONTHLY INVOICES. Monthly invoices shall be mailed by **SERVICE PROVIDER** to the **CLIENT, ATTN: Fire Chief**

3.4 METHOD OF PAYMENT. Payment of **SERVICE PROVIDER'S** fees shall be as follows:

3.4.1 Invoices which are in order are due and payable by **CLIENT** to **SERVICE PROVIDER**, no later than twenty-five (25) days from receipt of the invoice.

3.4.2 The **CLIENT** agrees to pay non-disputed portions of an invoice, but may withhold payment on disputed portions. **CLIENT** agrees to compensate **SERVICE PROVIDER** the amount of the disputed portions on the following month's invoice, provided the **SERVICE PROVIDER** satisfies the dispute to the **CLIENT'S** satisfaction.

3.4.3 Invoices which are in order and not paid by **CLIENT** within **thirty-five (35) days** of receipt shall be subject to a one and one-half (1.5%) percent interest charge per month on any balance outstanding more than **thirty-five (35) days**.

3.4.4 If an invoice is in order, **CLIENT** may not withhold payment so long as necessary documentation supporting payment has been provided to **CLIENT**.

3.4.5 If **CLIENT** fails to make any payment due within sixty (60) days after receipt of an invoice which is in order, **SERVICE PROVIDER** may, after giving seven (7) days written notice to **CLIENT**, suspend services under this Agreement until all amounts are paid in full.

ARTICLE IV

- 4.1 TERM OF AGREEMENT.** This Agreement shall be effective upon approval and execution by **SERVICE PROVIDER** and **CLIENT** and shall terminate three (3) years thereafter subject to earlier termination as provided herein. This Agreement and all its terms and conditions, without change, except for the expiration date, may be extended for an additional two (2) year period by Letter of Agreement to that effect executed by all parties at any time during the Agreement term.
- 4.2 PERFORMANCE DETERMINATION:** The **CLIENT** agrees to allow **SERVICE PROVIDER** fifteen (15) months when determining the financial performance of the **SERVICE PROVIDER** for any twelve (12) month period. **SERVICE PROVIDER** reserves the right to cure any discrepancy prior to **CLIENT** terminating contract or issuing a Response For Proposals. Should any representative of the **CLIENT** form a committee or group, official or unofficial, for the purpose of judging the performance of the **SERVICE PROVIDER**, the **SERVICE PROVIDER** reserves the right to address said committee or group to provide industry-specific information for the sole purpose of avoiding misrepresentations of the **SERVICE PROVIDER'S** performance.

ARTICLE V

- 5.1 TERMINATION.** Either party shall have the right to terminate this Agreement for reason of breach of contract by giving ninety (90) days advance, written notice to the other party. Termination shall not relieve either of the parties from obligations already incurred. **SERVICE PROVIDER** shall, following such ninety (90) days, continue to forward to **CLIENT** all money received on **CLIENT'S** behalf, subject to receipt of the fee provided for herein.
- 5.2 EFFECT OF TERMINATION.** Unless otherwise provided specifically in (a) this Agreement or (b) a separate written document signed by both parties, upon termination or expiration of this Agreement, the parties shall each be released from their obligations hereunder, and this Agreement shall have no further force or effect; provided, however, that Sections 1.3, 1.4, 8 and 14 shall survive termination of this Agreement.
- 5.3 NO NEW OR ADDITIONAL WORK.** **SERVICE PROVIDER** shall perform no new or additional work upon termination of this Agreement without the advance, written permission of **CLIENT**.
- 5.4 USE OF INCOMPLETE OR UNFINISHED DOCUMENTS.** **SERVICE PROVIDER** shall not be liable for **CLIENT'S** subsequent use of incomplete or unfinished documents provided pursuant to this Article.

5.5 TRANSFERRING DATA AT CONTRACT TERMINATION. **SERVICE PROVIDER** will supply to the **CLIENT** an Extensible Markup Language (XML) export of all the **CLIENT'S** data entered into **SERVICE PROVIDER'S** Imagetrend Rescue Bridge, as well as an export of all the **CLIENT'S** data from the **SERVICE PROVIDER'S** Olim imaging program, upon notification of termination of this Agreement at no cost to the **CLIENT**. Other forms of transference that require additional labor of the **SERVICE PROVIDER** will be billed at a fee of One Hundred and Twenty-Five Dollars (\$125.00) per hour.

ARTICLE VI

AMENDMENTS. **CLIENT** may, from time to time, require modifications in the scope of or deadline for services of **SERVICE PROVIDER** to be performed hereunder. Such modifications, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between **CLIENT** and **SERVICE PROVIDER**, shall be incorporated in written amendments to this Agreement, which shall be deemed part of this Agreement and fully set forth herein.

ARTICLE VII

INDEPENDENT CONTRACTOR. **SERVICE PROVIDER** is performing the Services as an independent contractor, and not as an employee, agent, partner of, or joint venture with Client. Neither party has any authority to bind or act on behalf of the other except as specifically stated herein.

ARTICLE VIII

8.1 INDEMNITY AND HOLD HARMLESS. **SERVICE PROVIDER** shall indemnify, and hold harmless **CLIENT**, and its officers, directors, employees, members, agents, successors and assigns from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of (a) any material breach of this Agreement or (b) any negligent act, error, or omission, of **SERVICE PROVIDER** in connection with this Agreement. **CLIENT** shall indemnify, and hold harmless **SERVICE PROVIDER**, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of (a) any material breach of this Agreement or (b) any negligent act, error, or omission, of **CLIENT** in connection with this Agreement.

8.2 CLIENT'S ACTS AND OMISSIONS. Neither **CLIENT** nor **SERVICE PROVIDER** are responsible for any acts or omissions of the other party or the other party's officers and employees.

8.3 DATA NOT PROVIDED BY SERVICE PROVIDER. **SERVICE PROVIDER** is not responsible for the accuracy of the data provided by **CLIENT** or data obtained or available from public or government records or sources of the public domain.

8.4 REPRODUCED DATA FURNISHED BY CLIENT. **CLIENT** shall obtain from Owner of documents provided by **CLIENT** any and all consents required by law to reproduce data protected by patent, trademark, service mark, copyright or trade secret, and **SERVICE PROVIDER** assumes no responsibility of any failure of **CLIENT** to obtain any required consent.

8.5 STATUS OF INCIDENTS ON RESCUE BRIDGE. The **CLIENT** is responsible for changing the status indicator to “**COMPLETED**” on all incidents uploaded to the **SERVICE PROVIDER’S** ImageTrend Rescue Bridge when each incident is ready for billing. The **CLIENT** may not change the status indicator to “**BILLED**” or “**IMPORTED**” or “**CLOSED.**” The **SERVICE PROVIDER** is not responsible for issues that arise from changing the status indicator to a status other than “**COMPLETED.**”

ARTICLE IX

INSURANCE. **SERVICE PROVIDER** shall procure and maintain, during the term of this Agreement, insurance policies, hereinafter specified. **SERVICE PROVIDER**, prior to executing this Agreement, shall furnish a Certificate of Insurance indicating compliance with the foregoing, and proof of payment of premium to the **CLIENT**, for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the **CLIENT** will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If, for any reason, the insurance coverage required herein lapses, **CLIENT** may declare the Agreement null and void as of the date no valid insurance policy was in effect. Certifications of policy renewals shall be furnished to the **CLIENT** throughout the term of this Agreement. The insurance requirement shall not be construed to conflict with the obligations of **SERVICE PROVIDER** in Article IX – Indemnity and Hold Harmless.

The following insurance must be in effect and continue in effect during the term of the Agreement in not less than the following amounts:

- Worker’s Compensation – Statutory – In compliance with the Worker’s Compensation Law of the State of Wisconsin.
- General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence having the following coverage:
Contractual;
Death, Personal Injury and Property Loss or Damage.
- Automobile Liability Insurance with minimum single limits of liability of One Million (\$1,000,000.00) Dollars for death and bodily injury, and Five Hundred Thousand (\$500,000.00) Dollars for property damage, per occurrence, having the following coverage:
Owned automobiles/Hired automobiles; and, Non-own automobiles.

- Professional Errors and Omission Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per claims made basis.

ARTICLE X

ASSIGNMENT AND SUBCONTRACT: **SERVICE PROVIDER** shall not assign or subcontract any interest or obligation under this Agreement, without the advance, written approval of **CLIENT**.

ARTICLE XI

LAW, RULES AND REGULATIONS. **SERVICE PROVIDER** shall fully comply with all applicable Federal, State and local laws, rules and regulations governing **PROJECT** services.

ARTICLE XII

SEVERABILITY. It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, that it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

ARTICLE XIII

NONDISCRIMINATION. In the performance of work under this Agreement, **SERVICE PROVIDER** agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation. Services are to be provided in accordance with the Federal Americans With Disabilities Act.

ARTICLE XIV

GOVERNING LAW. This Agreement shall be deemed to have been made in Wisconsin and shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

ARTICLE XV

NO WAIVER. No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained

herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

ARTICLE XVI

TRAINING AND CONTINUING EDUCATION. **SERVICE PROVIDER** will be responsible for all training of the Imagetrend Field Bridge software platform and Imagetrend Rescue Bridge software platform to the **CLIENT**, at no cost to the **CLIENT**. **SERVICE PROVIDER** will provide continuing education and subsequent training as necessary on software updates or changes to the software at no cost to the **CLIENT**. **SERVICE PROVIDER** will provide continuing education training for EMS billing purposes at no cost to the **CLIENT**.

ARTICLE XVII

HARDSHIP REQUESTS: **SERVICE PROVIDER** agrees to submit all requests for hardship write-offs in writing to **CLIENT** within 10 days of being instructed by the patient. **CLIENT** agrees to provide a written decision to the **SERVICE PROVIDER** within 60 days of receiving the hardship request, or **SERVICE PROVIDER** reserves the right to pursue the account as **SERVICE PROVIDER** sees fit.

NOTICES. Any notice required or permitted to be given to either party under this Agreement shall be sufficient if hand delivered or in writing, and sent by register or certified mail, return receipt requested, postage prepaid, to the following addresses of the parties as indicated below.

17.1 For CLIENT:

Jeff Roemer, Fire Chief
DePere Fire Department
400 Lewis Street
DePere, WI 54115

With a copy to: (if applicable)

17.2 For SERVICE PROVIDER:

Paula S. Bliemeister, CFO
EMS Medical Billing Associates, LLC.,
9401 W. Brown Deer Road, Suite 101
Milwaukee, WI 53224

ARTICLE XVIII

NO THIRD PARTY BENEFICIARIES. This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, confer, supplement, amend, abridge or repeal existing rights, benefits, or privileges of or to any third party or parties, including, but not limited to, employees of either of the parties

ARTICLE XIX

NONBINDING MEDIATION. In an effort to resolve any conflicts that arise during **PROJECT** or following completion of **PROJECT**, **CLIENT** and **SERVICE PROVIDER** agree that all disputes between them arising out of, or relating to, this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

ARTICLE XX

CLIENT and **SERVICE PROVIDER** each certify that they have authority under their respective organizational structure and governing laws to execute this Agreement.

ARTICLE XXI

OPEN RECORDS: SERVICE PROVIDER acknowledges that, as a contractor of a Wisconsin Municipality, Wis. Stats. Section 19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent that they would otherwise be if maintained by the **CLIENT**. **SERVICE PROVIDER** agrees that, within 10 business days of a written request of **CLIENT**, it shall forward such records as are requested by **CLIENT**. Such records shall be in the format requested by **CLIENT** provided that such records are kept and maintained in that format.

[Signatures on the next page hereof]

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

CLIENT:

CITY OF DE PERE

A Wisconsin Corporation

BY: _____

Name: Jeff Roemer

Title: Fire Chief

Date: _____

SERVICE PROVIDER:

EMS MEDICAL BILLING ASSOCIATES, LLC

A Wisconsin Limited Liability Company

BY: _____

Name: Paula S. Bliemeister

Title: CFO

Date: _____

Attachment: Depere Contract 081313epkv1 (1204 : Resolution #13-112, EMS Medical Billing Proposal)

EXHIBIT "A"

AGREEMENT FOR PROFESSIONAL SERVICES EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES

SCOPE OF WORK AND RESPONSIBILITIES OF SERVICE PROVIDER

By And Between

CITY OF DE PERE
A Wisconsin Corporation,
And

EMS MEDICAL BILLING ASSOCIATES, LLC
A Wisconsin Limited Liability Company

A: SCOPE OF SERVICES. SERVICE PROVIDER shall:

1) ADMINISTRATIVE ACCOUNT SET-UP:

- a) **SERVICE PROVIDER** will complete all necessary provider enrollment paperwork with Medicare and Medicaid to maintain enrollment status with these payers and to update all information to reflect EMS Medical Billing Associates, LLC as the authorized, exclusive billing service for the **CLIENT**.
- b) **SERVICE PROVIDER** will complete all necessary payment authorization forms for Medicare and Medicaid to ensure that these payments are direct deposited into a bank account of the **CLIENT'S** choice, and that all correspondence related to those payments are made available to the **SERVICE PROVIDER** either electronically or forwarded to the **SERVICE PROVIDER'S** address. **SERVICE PROVIDER** will also promptly notify all commercial insurance carriers in **SERVICE PROVIDER'S** billing system that the remittance address for the **CLIENT** has changed to reflect the address of the **SERVICE PROVIDER**.
- c) **SERVICE PROVIDER** will recommend an agreement(s) between the **CLIENT** and an external collections agency (or agencies) for the collection of delinquent accounts, as well as the processing of delinquent accounts to the Wisconsin Tax Refund Intercept Program.

d) **SERVICE PROVIDER** will recommend write-off policies and/or hardship policies for the **CLIENT'S** consideration. The **CLIENT** determines the parameters of write-off and hardship policies, and will determine the amount of approval authority the **SERVICE PROVIDER** will maintain, if any. All write-off and hardship policies should be put in writing by the **CLIENT** and provided to the **SERVICE PROVIDER** prior to beginning work.

e) **SERVICE PROVIDER** will review the billing rates of the **CLIENT** and make recommendations based on current Medicare allowable amount information, Medicaid payment information and commercial insurance industry trends. All applicable laws and rules regarding billing governmental agencies will be applied to all recommendations. **CLIENT** will provide a complete listing of all procedures and rates prior to **SERVICE PROVIDER** beginning work.

f) **SERVICE PROVIDER** will complete all provider enrollment paperwork related to accepting payment by credit card and ACH transactions.

g) **SERVICE PROVIDER** will complete all provider enrollment paperwork related to utilizing remote deposit capture to electronically deposit all **CLIENT** payments received.

h) **SERVICE PROVIDER** will keep **CLIENT** fully informed regarding any rule, regulation or industry standard of practice that may affect the **CLIENT'S** revenues, documentation requirements or industry standards of practice.

2) TECHNICAL ACCOUNT SET-UP:

a) **SERVICE PROVIDER** will create a segregated database for the **CLIENT** within the **SERVICE PROVIDER'S** Imagetrend Rescue Bridge that will accept EMS and incident data for the **CLIENT**. **SERVICE PROVIDER** will meet with service officials to determine what information will be added to the database. All **CLIENT** EMS patient care data will be stored on the **SERVICE PROVIDER'S** Rescue Bridge. **CLIENT** will have continuous (24/7) online access to the **SERVICE PROVIDER'S** Rescue Bridge. **CLIENT** will also have online access to the **CLIENT'S** raw EMS data via Crystal Reports as outlined in the RFP response.

b) Upon execution of this Agreement, **SERVICE PROVIDER** will immediately purchase the agreed-upon amount of ImageTrend Field Bridge software programs, and forward the unlock codes to the **CLIENT** upon receipt. **CLIENT** is responsible for loading all software on **CLIENT** computers. **SERVICE PROVIDER** can advise **CLIENT** on setup procedures, as needed. **CLIENT'S** Rescue Bridge database must be set up prior to use of the Field Bridge programs.

c) **SERVICE PROVIDER** will meet with **CLIENT** to determine the design of the Imagetrend Field Bridge template(s) that will be used for patient care data entry.

d) **SERVICE PROVIDER** will meet with **CLIENT** to determine the **CLIENT'S** setup preferences on the ImageTrend Rescue Bridge for EMS data.

e) **SERVICE PROVIDER** will conduct training on the ImageTrend Field Bridge software to all EMTs on all shifts. Typically a single round of training will cover three shifts over a period of three days for full-time departments. Training for part-time or volunteer departments will be determined on a case-by-case basis. **SERVICE PROVIDER** will repeat training as often as **CLIENT** requires prior to live utilization of the software in the field. On-going training is also provided by the **SERVICE PROVIDER** as needed by the **CLIENT**. Additional compensation may be requested depending on frequency and scope of training provided.

f) **SERVICE PROVIDER** will conduct training on documentation requirements to all EMTs on all shifts. This training can be coordinated with the Field Bridge training, or conducted separately. This training is typically conducted bi-annually, or upon request of the **CLIENT**.

g) **SERVICE PROVIDER** will conduct training on the ImageTrend Rescue Bridge software. Training will be provided to **CLIENT** at a schedule determined by **CLIENT**.

3) BILLING AND COLLECTIONS SERVICES

a) **CLIENT** is responsible for completing each patient care report to the specifications established by the **CLIENT** and **SERVICE PROVIDER**.

b) **CLIENT** will electronically upload patient care reports from the ImageTrend Field Bridge software to the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge. **SERVICE PROVIDER** will initiate the billing of those incidents from the data uploaded by the **CLIENT** within five (5) business days.

c) **SERVICE PROVIDER** will forward all patient care reports to the Wisconsin Ambulance Run Data System (WARDS) daily when patient care reports are either created on or electronically uploaded to the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge. For all other methods of creating or storing patient care reports, the **CLIENT** is responsible for submitting patient care reports to WARDS.

d) **SERVICE PROVIDER** will utilize all information provided by the **CLIENT** to create a demographic and insurance profile for each incident to be billed. **CLIENT** is encouraged to capture demographic and insurance information in the field, or get a copy of a hospital admission sheet, in order to expedite the billing process. **SERVICE PROVIDER** will maintain a separate record for each incident showing billing attempts, patient contact information and payments as well as other useful information. Records shall be made available at any time to **CLIENT**.

e) **SERVICE PROVIDER** will utilize various online tools to verify demographic and insurance information prior to billing a claim. **SERVICE PROVIDER** makes every effort to confirm this data prior to billing.

f) **CLIENT** has the right to approve all external documents used by the **SERVICE PROVIDER** to perform the **CLIENT'S** billing prior to the start of the Agreement.

g) For patients insured by Medicare, **SERVICE PROVIDER** will confirm coverage via Medicare's online eligibility portal, then send all Medicare claims electronically to Wisconsin Physician Services' claims submission site. Payments from Medicare will be direct deposited by Medicare to the **CLIENT'S** bank account listed on paperwork filed with Medicare at time of account set-up. Payment from Medicare can be expected within 21 days following submission.

h) For patients insured by Medicaid, **SERVICE PROVIDER** will confirm coverage via Medicaid's online eligibility portal, then send all Medicaid claims electronically to EDS's online claims submission website. Payments from Medicaid are sent by check to the **SERVICE PROVIDER**. **SERVICE PROVIDER** will remote deposit payments daily. Payment from Medicaid can be expected within 21 days following submission.

h) For patients with commercial insurance, **SERVICE PROVIDER** will attempt to confirm coverage via various online eligibility portals provided by some commercial insurance carriers. **SERVICE PROVIDER** will send a vast majority of commercial insurance claims electronically using the ZIRMED clearinghouse. Payments from most commercial insurance carriers are made by check and sent to the **SERVICE PROVIDER**. **SERVICE PROVIDER** will remote deposit payments daily. Payment from commercial insurance carriers can take between 30-90 days.

i) For uninsured patients, **SERVICE PROVIDER** will mail a standard invoice. The standard invoice offers a payment stub that can be torn off and mailed with the patient's payment. The invoice also provides directions on how to pay by credit card, either by contacting the **SERVICE PROVIDER** directly or paying online via the **SERVICE PROVIDER'S** website. Patients can also electronically submit insurance information using the **SERVICE PROVIDER'S** website.

j) In the event of partial payment or denial of payment, the **SERVICE PROVIDER** will bill the patient monthly, for up to three (3) months, for the balance due. If no payment is made by the patient within thirty (30) days after the third billing, the bill shall be treated as uncollectible. **SERVICE PROVIDER** will continue to attempt to collect on those accounts via internal collection methods up to and including phone contact with the debtor. Should an account become delinquent more than 120 days without a payment made, or a payment arrangement having been secured, the **SERVICE PROVIDER** agrees to forward that account to the external collection agency. **SERVICE PROVIDER** or authorized external collection agency will forward delinquent accounts to the Wisconsin Tax Refund Intercept Program (TRIP) upon request of the **CLIENT**.

k) **SERVICE PROVIDER** will be responsible for all release-of-record requests, as well as all customer service inquiries related to the billing of the **CLIENT'S** patient care records.

SERVICE PROVIDER will attempt to maintain a consistent client representative in order to facilitate consistency for the client and third party callers. **SERVICE PROVIDER** follows all applicable HIPAA laws regarding the release of private health information.

l) **SERVICE PROVIDER** will provide monthly detail transaction reports for the preceding month itemizing incidents billed, collections made, adjustments made to bills and account aging information and such other reports as are customarily available or as are requested by the **CLIENT**. Reports are provided electronically in Excel or PDF format, or can be mailed to the **CLIENT** monthly.

m) **SERVICE PROVIDER** will furnish upon request, and without additional compensation, such explanation as may be necessary to clarify and interpret its report and other actions taken in accordance with the Agreement.

n) **SERVICE PROVIDER** will provide continuous (24/7) online access to the **CLIENT** for the purpose of accessing reports via the **SERVICE PROVIDER'S** Crystal Reports server. **SERVICE PROVIDER** will be responsible for training the **CLIENT** on accessing the server and how to run reports. Training will be scheduled at a mutually agreeable time following the execution of this Agreement.

o) **SERVICE PROVIDER** will perform the engine response / vehicle incident billing for the **CLIENT**. Compensation to the **SERVICE PROVIDER** for these services will be the same as outlined in Article III of this Agreement. **SERVICE PROVIDER** will recommend a rate schedule for fire suppression, HAZMAT cleanup and extrication services. **SERVICE PROVIDER** will track charges, payments, and adjustments for the vehicle incident billing separately from the EMS billing, and will be documented independently on the monthly closing report.



EMS & FIRE BILLING | COLLECTIONS | ePCR

Proposal for EMS/Fire Billing & ePCR Services

Prepared for:

City of De Pere Fire / Rescue

335 S. Broadway
De Pere, WI 54115

Respectfully Submitted By:
EMS Medical Billing Associates, LLC

Eric Kiefer

Sales and Marketing Director
eric.kiefer@emsmedicalbilling.com

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9401 W. Brown Deer Road Ste. 101 • Milwaukee, WI 53224 • (414) 365-9900 • (866) 950-4400 • info@emsmedicalbilling.com

June 24, 2013

Mr. Jeff Roemer, Fire Chief
City of De Pere Fire / Rescue
335 S. Broadway
De Pere, WI 53035

Dear Chief Roemer:

It is with great pleasure that I present you with a proposal for EMS/Fire billing, collections and data management services from EMS Medical Billing Associates, LLC.

EMS Medical Billing Associates (EMBA) understands that City of De Pere Fire/Rescue (City) is seeking the services of an EMS billing firm that will work as a partner with the City to ensure timely collections of the EMS billings, has proven experience in billing and collections for EMS services in Wisconsin and can successfully integrate the latest ePCR technologies to improve patient care data collection and reporting. EMBA is committed to providing these services to the City in the most efficient and cost-effective manner possible, and to provide the most professional and courteous customer service to the citizens of De Pere.

EMBA is honored to represent some of the largest and most complex municipal, fire-based EMS services in Wisconsin, such as the cities of Green Bay, Fond du Lac and Kenosha, processing more than 115,000 ALS and BLS emergency and non-emergency incidents annually. No other billing firm in Wisconsin has the experience working with EMS services similar in size to the City of De Pere.

On behalf of our entire staff, I thank you for your consideration of our proposal, and sincerely hope we are given the opportunity to partner with the City of De Pere Fire / Rescue in this endeavor. Should you require clarification of any element of our proposal, please do not hesitate to contact me at 1-866-950-4400 x 3259.

Sincerely,

Eric P. Kiefer
Marketing Director



Executive Summary

Today's municipal and private EMS agencies are looking for an EMS billing company that offers a variety of services beyond billing and collections, such as better integrations with existing software programs such as Firehouse, CAD integrations, as well as the skill to install, implement and maintain an electronic patient care reporting (ePCR) system, such as the ImageTrend Field Bridge program. This is the niche EMS Medical Billing fills in the EMS billing industry: a full service EMS/Fire billing and ePCR provider.

Headquartered in Milwaukee, EMS Medical Billing processes more than 115,000 emergency and inter-facility incidents and generates over \$50 million annually for our Wisconsin clients. EMS Medical Billing is honored to serve some of the largest and most complex municipal EMS and Fire services in Wisconsin such as the Green Bay Fire Department, the Kenosha Fire Department, and Middleton EMS, as well as smaller agencies such as the Newburg Fire Department and Randolph Area Ambulance. We are well-known for our ability to generate higher revenues for our clients than their previous billing providers. Our low turn-over rates, a diverse and dedicated team of billing professionals and a full-time IT department has provided us our well-earned reputation as Wisconsin's premier EMS/Fire billing and ePCR firm.

Because we are the only billing firm in the Midwest that owns, hosts, and directly supports an ImageTrend Rescue Bridge (EMS & Fire data combined into one ePCR system), we can serve your department like no other billing firm. For those clients that choose to use ePCR, our in-house programmers can integrate your CAD system with our ePCR solution at no additional cost, which improves documentation and decreases the documentation workload for the EMT. And we directly integrate our ImageTrend Rescue Bridge with our Zoll billing software to ensure claims get billed out quickly, sometimes within hours of the incident.

And when it comes to customization of the ImageTrend ePCR program, no one does it better. Want the AMA fields validated? Done. Want the pregnancy question to disappear if the patient is male? Done. Want to validate delay fields based on response times? Done. You name it. Chances are we can make it happen.

While the industry has recognized us for our ePCR capabilities, it has been our ability to maximize the EMS revenues our clients need to function that has gained us our reputation as the Midwest's best dedicated EMS billing firm. Our company was created out of the billing department of our parent company, Paratech Ambulance Service. Processing more than 40,000 emergency and inter-facility EMS claims annually provides our clients with experience few other billing services can offer. No other billing firm has the vast experience in billing emergency AND non-emergency inter-facility incidents than EMS Medical Billing.

EMS Medical Billing runs two full shifts from 5:30a.m. to 10:00p.m. Monday thru Friday. The overall staffing of EMS Medical Billing includes thirty-two full-time and five part-time personnel. Over 70% of our full-time staff has been with us for longer than 5 years. We have three employees that have been with us more than 25 years. How is the turnover at your billing firm?

Our monthly reports are easy to understand and comprehensive. We provide monthly and annual reports that provide a variety of financial and statistical data, including our popular "Monthly Billing Summary" that shows all our clients' financial activity on one page for the entire year (an example of that report can be found in this document). The City will have access to financial data to our Crystal Reports Server which is available to the client 24/7 via any internet connection. Revenues received at our office are remote-deposited to the City's bank of choice.

In summary, EMS Medical Billing has earned the reputation as the Midwest's premier full service EMS/Fire billing and ePCR provider. But don't take our word for it. Ask our clients.

"Our client rep Jessica has always been responsive to any specific billing issue we had, and is a pleasure to speak with...Since going with ePCR,... we have seen bills go out as quickly as 24 hours after the call occurred. Remarkable when you think of it. This was an incredible improvement over paper...We are very pleased with their service, fees and results. We would contract with them again."

Jim Poltrock, EMS Division Chief
City of Kenosha Fire Department

"I have enjoyed working with EMS Medical Billing Associates over the past 10 years. I have worked with hundreds of venders and service providers and have found your organization above all. You are all true professionals, organized, and well versed in your occupation. It has been a great run and I wish you all the best!!!!"

Dan Santelli, Deputy Fire Chief (Retired)
City of Kenosha Fire Department

"Eric, I'm down to just days before I retire. Just want to wish you and your family well and express how I have enjoyed our association over the years....the business we have done has been good for the city and for the fire department. Thank you for the commitment your company has shown. I do not think the transport program could have worked out any better."

James Martins, Fire Chief (Retired)
City of Franklin Fire Department

"We have been with EMS Medical Billing since December 2010. I am extremely satisfied...they meet all of our needs and the direct contact is great with everyone in their organization. EMS Medical Billing is very responsive, and the great part is they send a person to your department frequently to answer questions, provide training for new hires, and updates for existing people. In addition you can almost always get an immediate response to either email or phone calls. They are very timely with our bills...and we have experienced an increased collection rate, and also quicker payment, and less bills going to collections."

Jeff Hermann, Fire Chief
City of Sheboygan Fire Department

Feel free to contact any of our valued clients.

Proposal – City of De Pere Fire / Rescue***Staffing and Experience in EMS Billing***

The billing staff at EMBA has been handpicked for their experience and expertise in accomplishing the various stages of the billing process. We staff licensed EMTs as well as certified ambulance coders and billing schools. Our Assistant Billing Manager, Galen Perkins, EMT-B, was the first certified ambulance coder in Wisconsin to be certified by the National Academy of Ambulance Coding (NAAC). Jessica Struhar, EMT-B, is one of our most experienced client representatives with 11 years' experience billing for Wisconsin EMS services. And Bill Field, a former paramedic, is our IT/IS Director. Additionally, many of our client representatives are graduates from local billing schools.

Our multi-tiered QA / QI program is designed to provide a means of oversight of the billing process, ensure compliance with all State and Federal laws and to document any deviation from industry best practices. Each department within EMBA has more than adequate staffing in the event of staff turnover and vacations. The billing department employs fifteen billing clerks, all of whom are capable of contributing to the client's claim processing duties. Collections, finance and supervisory roles are sufficiently staffed to absorb temporary coverage issues as well.

The overall staffing of EMBA covers two full shifts and includes thirty-two full-time and five part-time personnel. Full-time staff includes two managers, twenty client representatives (account management including claim entry), one lead client representative, three payment entry specialists, five full-time IT/IS staff one support member. Part-time staff is dedicated to data entry. Each employee is carefully screen prior to employment, which includes a background check.

Billing Staff Training

Being able to stay abreast of industry changes, and communicate those changes to the department in an efficient way is a key benefit of contracting with an EMS billing firm. EMBA's training and development plan for our staff is comprehensive, and has enabled us to consistently outperform the competition in terms of revenues collected and maintaining and/or improving the compliance level of the client.

1) Weekly Training:

Our weekly internal training sessions for all billing and collections staff ensures our quality control standards and compliance with State and Federal laws, provides the proper forum to discuss and implement industry best practices and ways to continuously improve the quality of work performed on behalf of our clients. Training is mandatory for all billing staff, and missed sessions must be made up before the next session. All training is provided in-house by our experienced billing supervisors. Each staff member is required to sign an attendance sheet for all training sessions.

Proposal – City of De Pere Fire / Rescue



2) Education Website

EMBA has created an intranet training module that is accessible by each of our staff. It provides new hires with the opportunity to be exposed to critical information with minimal use of training time, as well as seasoned employees with the ongoing training they need without having to involve a live trainer. All training sessions are recorded and available for playback. We have developed full courses on Ambulance Basics, HIPAA and Red Flag rules, Medicare Billing, Medicaid Billing and a complete course on Medicare-specific ambulance billing topics. After completing each course, employees take a final exam where they must score 100% or repeat the test until they do. Employees also are able to enter test claims which are graded for accuracy, giving immediate feedback to the employee. This has been a valuable tool in our training arsenal.

3) Enhanced QA Process

Each week, EMBA's managers audit about 10% of the estimated 2500 claims we process. We feel this sample size is not only adequate, but provides immediate feedback to billers. This process helps to identify potential billing errors quickly and correct them. EMBA managers have identified most potential billing errors, from the most common to the most uncommon, and assigned a score to each error. Employee bonuses are contingent upon performing four straight quarters with QA scores below the industry standard.

4) Staff Development Team

Our staff development team is focused on the consistent improvement of the trainers at EMBA. Managers meet with trainers weekly to coordinate training efforts and complete training-related tasks. EMBA's managers provide procedure manuals, website educational materials and develop all the actual training materials.

On-Site EMT Training

Since proper documentation directly results in maximum revenue generation and regulatory compliance, we consider the training of EMTs vital to the overall success of the department's billing effort. Therefore, during the start-up phase, our Marketing Director will conduct a training session with all EMTs. Typically spanning three days to cover all shifts, and lasting 60-90 minutes depending on questions, our informative PowerPoint presentation covers all aspects of proper in-field documentation, ranging from collecting demographic and insurance information to medical necessity and improving narratives. Copies of Medicare, Medicaid and commercial insurance cards are scanned and included in the presentation so EMTs can better determine which information on the card is necessary to document.

Proposal – City of De Pere Fire / Rescue

We have also incorporated a complete overview of CMS's recent changes to the signature authorization requirements, HIPAA Red Flag compliance and fractional mileage documentation. We will scan a copy of your current signature sheet and using the PowerPoint program, show the EMTs exactly how patients, patient representatives or EMTs should sign for compliance. We have historically seen dramatic, tangible results from this training session, and will repeat it as often as requested for new EMTs and as a refresher.

Customer Service

When your citizens contact us, we realize we would be acting as a representative of your community and we would treat your citizens and their representatives with the utmost respect and courtesy at all times. We also realize that every communication with your patients would be an opportunity for us to extend the Agency's reputation for good neighborhood service. For these reasons, we constantly train on our customer service efforts and make every effort to be available to your patients at their convenience by extending our office hours. Our Marketing Director, Eric Kiefer, has a Bachelor of Arts degree in Interpersonal Communication and is directly involved in designing and reviewing the communication techniques used with patients and clients.

EMBA runs two shifts daily, 5:30am to 10:00pm Monday through Friday, and Saturdays as the work load requires. **Your patients can speak to a live account representative from 6:00am through 10:00pm, Monday through Friday.** During weekends and off-hours, patients are able to leave a message that is returned immediately the next working day. Email correspondence is also available directly from our interactive website. The highest priority of our customer service staff is to assist patients with their questions and concerns courteously, professionally and efficiently. EMBA has the ability to record incoming and outgoing calls, which we use for training and QA as well as resolving potential customer service issues.

EMBA allocates sufficient resources in responding to the many requests for information that come to our office on behalf of our clients. EMBA employs one full time employee dedicated to providing attorneys and insurance companies the information they require in a timely basis, while adhering to all applicable HIPAA rules and regulations regarding release of private health information.

Proposal – City of De Pere Fire / Rescue**Interactive Website****www.emsmedicalbilling.com**

On the bottom right of EMBA's interactive website are two easily-viewable links that will allow patients to pay their bill directly online via credit card and ACH transaction, or submit insurance information directly to our billing office. The website provides specific instruction on how to complete both bill payment and insurance submission.

**Multi-Lingual Customer Service**

As the patient population of Wisconsin grows more diverse, EMBA has proactively sought multi-lingual client representatives to better serve the needs of our clients and their patients. As a testament to EMBA's diverse work force, EMBA is capable of providing fluid translation services in the following foreign languages directly from our in-house staff during normal business hours:

- 1) Spanish
- 2) Laotian
- 3) Hmong
- 4) Russian
- 5) Hebrew
- 6) Japanese

Financial Reporting

EMBA understands the client must be able to track our efforts in order to properly judge our performance, budget appropriately and otherwise plan for the future. Therefore, EMBA goes to great efforts to offer a wide variety of financial and management oversight reports to our clients that meet the needs of various municipal officials. With each month's reporting, our Reports Analyst reviews all our clients' statistics to identify trends that affect revenue, and acts proactively to reverse negative trends and maximize receivables. EMBA's software is capable of producing thousands of financial reports, such as these standard reports:



Proposal – City of De Pere Fire / Rescue

- Monthly Charges Report (Detail & Summary)
- Monthly Credit and Adjustments Report (Detail & Summary)
- Monthly Credit Report by Payment and Adjustment Categories
- Aged Accounts Receivables Report
- A/R Reconciliation (Roll Forward) Report from Month to Month

EMBA clients have the choice to receive their monthly reports and invoice on paper or via email. Clients can access their data online to run their own reports at their convenience, 24/7 with proper training from EMBA. A large majority of our reports can be exported to Microsoft Excel.

Access to Client Data

EMBA has developed a secure website dedicated to **remote client access** for reporting purposes using **Crystal Reports Server**. Instead of having to learn EMBA's complex billing program, clients get access to a user-friendly reporting interface via any internet connection. EMBA's programmers will custom-design reports the client can run 24/7/365, providing the client the information they need when they need it. EMBA will meet with client officials to determine what standard or custom-designed reports they would like to query on a regular basis. EMBA then creates those reports and places them on the site for use by authorized users. This can include queries to individual account activity. Users log into the secure website using a standard internet connection, choose the report they wish to run and apply the desired filters to the report accordingly.

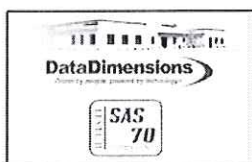
Users can then view the report on the screen, print the report to their local printer, save the report as a PDF or export the report to Microsoft Excel or Word. Users also have the ability to schedule reports to run at a specified time and have it delivered to any email recipient or FTP server. As the client requires additional reports, they can be added at no additional cost.

Account Collection Efforts – Our Business Model

EMBA is an EMS billing company that is also licensed as a collection agency, not a collection agency that also does EMS billing. Our clients prefer this arrangement, allowing EMBA to act as a partner of the community, and employing only those collection practices that suit the community. We employ external collection agencies to pursue those accounts we consider "uncollectable", allowing us to focus our resources on the accounts that have the highest probability of being collected. We maintain relationships with multiple external collection agencies as a way of encouraging competitiveness and ensuring maximum effort from each service we utilize.

Proposal – City of De Pere Fire / Rescue

Because of our fee structure, we either collect the revenues internally, or the accounts are sent to an external collection agency and we lose our ability to profit on those accounts. There is a great incentive for us to collect every dollar that is legally and ethically available to be collected. We believe this separation of billing from collections eliminates the potential conflict of interest of moving accounts to a higher-cost collections phase internally.

Securing Client Assets and Disaster Recovery

Ensuring the most secure, controlled and redundant environment for our data, and our clients' data is our top priority. Data Dimensions, headquartered in Janesville, Wisconsin, is an industry leader in data storage, retrieval and security. EMBA contracted with Data Dimensions to store and secure all EMBA servers and data in their Tier III Data

Center. The Data Center, capable of withstanding an F5 tornado, is manned 24/7/365, provides state-of-the-art access and security to our servers and data and provides multiple redundancies to power, temperature and access to ensure maximum uptime and operations. EMBA's servers are backed-up multiple times per day and in multiple locations to ensure data integrity and minimize downtime in the case of failure.

EMBA's has an extensive disaster recovery plan designed to minimize the downtime of interruption of business. EMBA has access to several offsite locations where adequate computer hardware, phone systems, internet connections and access to our data at Data Dimensions will allow us to continue to conduct business within 24-48 hours in the event of a disaster at our Milwaukee office.

HIPAA Compliance

EMBA is fully compliant with all HIPAA-related laws regarding patient and information confidentiality. All clients and vendors must enter into a Business Associate Agreement before business can be conducted. All visitors to our office are made aware of our privacy policy and must sign in and out upon leaving. All computers, programs and databases are protected by different passwords needed at each stage of the process in order to be successfully logged in. All EMBA employees are trained in the exact processes for the distribution of information through the Wisconsin Open Records Law. All records requests must be accompanied by a signed authorization by the patient or the patient's legal representative. Client data is not shared with third parties unless we are given expressed written permission to do so.

EMBA will require State of Wisconsin and Federal protected health information laws be satisfied before disclosing confidential patient or client data to other parties. We maintain a HIPAA-compliant accounting of disclosure for each document disclosed which is and will be accessible to the client upon request.

Proposal – City of De Pere Fire / Rescue



Services Checklist

Below is a list of services and benefits of EMS Medical Billing

Feel free to use this checklist when comparing other services

		Competition
➤ Own <u>and</u> Host ImageTrend Rescue Bridge	✓	☐
➤ Field Validations and Customized ePCR	✓	☐
➤ Online IT Support Ticket System	✓	☐
➤ Billing software integrates with ePCR system	✓	☐
➤ Free submissions to WARDS	✓	☐
➤ Free ePCR software licenses	✓	☐
➤ Free support on ePCR software licenses	✓	☐
➤ Free On-Site Training with EMS <u>and</u> Fire	✓	☐
➤ Deposit to Client's bank of choice	✓	☐
➤ Bi-weekly deposits	✓	☐
➤ Monthly Reports Sent to Client	✓	☐
➤ 24/7 Access to Client-Designed Reports & Billing Data	✓	☐

Proposal – City of De Pere Fire / Rescue



Additional Services Provided

➤ Facilis Mobile Solutions - Mobile Data Terminal Software

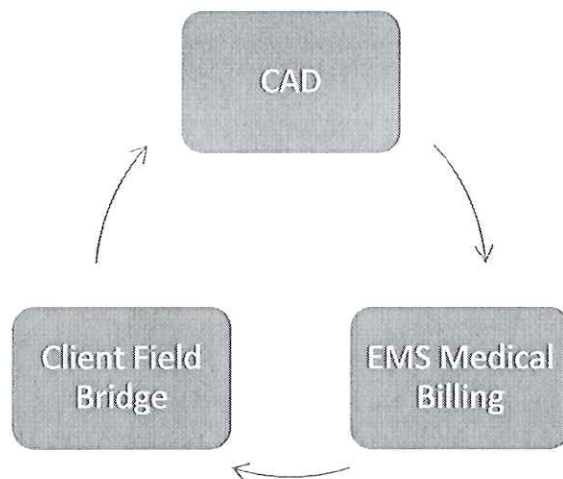


EMBA has partnered with Facilis Mobile Solutions to offer clients mobile data terminal software to their field units. Mobile Data Terminals provide Ambulance Services, Medical Transportation Services and other Emergency Response Services the ability to send patient and dispatch information **securely** and **efficiently** to their field units. Crews receive

accurate and detailed information sent directly from existing CAD systems, eliminating garbled radio communications and incorrectly written incident addresses.

➤ CAD Integration Services

The on-staff IT personnel at EMS Medical Billing can integrate directly with your department's CAD system, usually at no additional cost. Certain CAD data elements, such as incident address and response times, are "pushed" to our ImageTrend Rescue Bridge where they are distributed to the client's Field Bridge program in the field, saving the EMT time while entering the incident.



Proposal – City of De Pere Fire / Rescue

Electronic Patient Care Reporting Solution

EMS Medical Billing Associates (EMBA) has partnered with ImageTrend Incorporated, the creator and administrator of the Wisconsin Ambulance Run Data System (WARDS) to offer the most powerful suite of software solutions for EMS ePCR and Fire data in the industry. All ImageTrend products are NEMSIS Gold Compliant.



EMBA has purchased our own ImageTrend Rescue Bridge software platform that is hosted, administered and supported locally. An ImageTrend Rescue Bridge is comprised of a standard ImageTrend Service Bridge for EMS services and the newly developed ImageTrend Fire Bridge that fire personnel can use to potentially replace standard fire-data / NIFRS software platforms such as Firehouse or Fire RMS. The Rescue Bridge is web-based, allowing unlimited concurrent connections. The Bridge allows for full user management, and can maintain an unlimited number of provider and manager ID's, along with training and certification records per staff member. Members are assigned a security role, which limits access and permissions within the Bridge. Additional security settings let managers detail the security settings for each member. Both the Rescue Bridge and Field Bridge are capable of printing hard-copy PCR's. EMS and Fire modules available on the Rescue Bridge include:

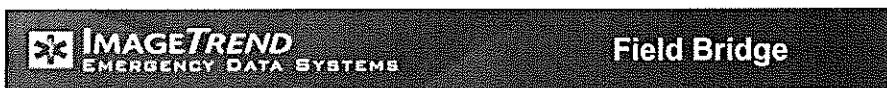
- ✓ Activities
- ✓ Checklists
- ✓ Documents
- ✓ Fire Shifts
- ✓ Hydrant Management
- ✓ Fire Inspections
- ✓ Fire Investigations
- ✓ Location and Occupancy Management
- ✓ Reporting
- ✓ Scheduling
- ✓ Inventory
- ✓ Staff Management
- ✓ Data Exchange (submissions to WARDS and Homeland Security for NFIRS reports)
- ✓ Certifications

Proposal – City of De Pere Fire / Rescue



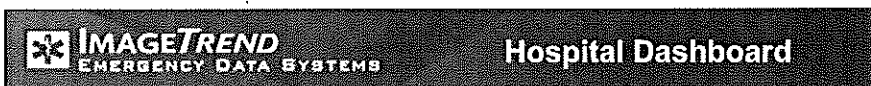
The ImageTrend Service Bridge is a comprehensive, NEMSIS Gold-compliant EMS run data management software platform that allows clients to enter, store, analyze and report on all their EMS data. Trusted by the State of Wisconsin for the WARDS system, and thousands of EMS providers throughout Wisconsin and the U.S., the Service Bridge provides greater oversight and control of QA/QI tracking and reporting, employee training and certification tracking, vehicle management and EMS skills and procedures tracking.

EMBA has chosen to purchase our own Service Bridge to give our clients more individual control over their data than our competition. EMBA has integrated our billing software with our Service Bridge to automate certain portions of the billing process, which creates efficiencies that we improve the timeliness of our billings. For example, to ensure that the billing occurs as soon after the services are rendered, all incidents the client deems ready for billing are automatically transferred to our billing and imaging programs. This automation eliminates time-consuming, manual steps in the claim entry process and improves our accuracy and efficiency.



Designed to be used in the field, the user-friendly interface of the Field Bridge allows EMTs to efficiently and accurately enter patient care data using either a portable computer in the field or on a stationary PC. Once entry is completed, data is uploaded directly via any internet connection to our Rescue Bridge. Portable users can obtain electronic signatures at the time of service, have company-specific active protocols at the ready, download real-time CAD data directly into a patient care record and import data on the fly from popular EKG monitors such as Zoll and Phillips. The Repeat Patient function allows user to retrieve demographic and clinical data on previously contacted patients.

EMBA's ability to customize the Field Bridge, such as data fields and field validations is second only to the client owning their own ImageTrend Service Bridge. Our customization is provided at no cost.



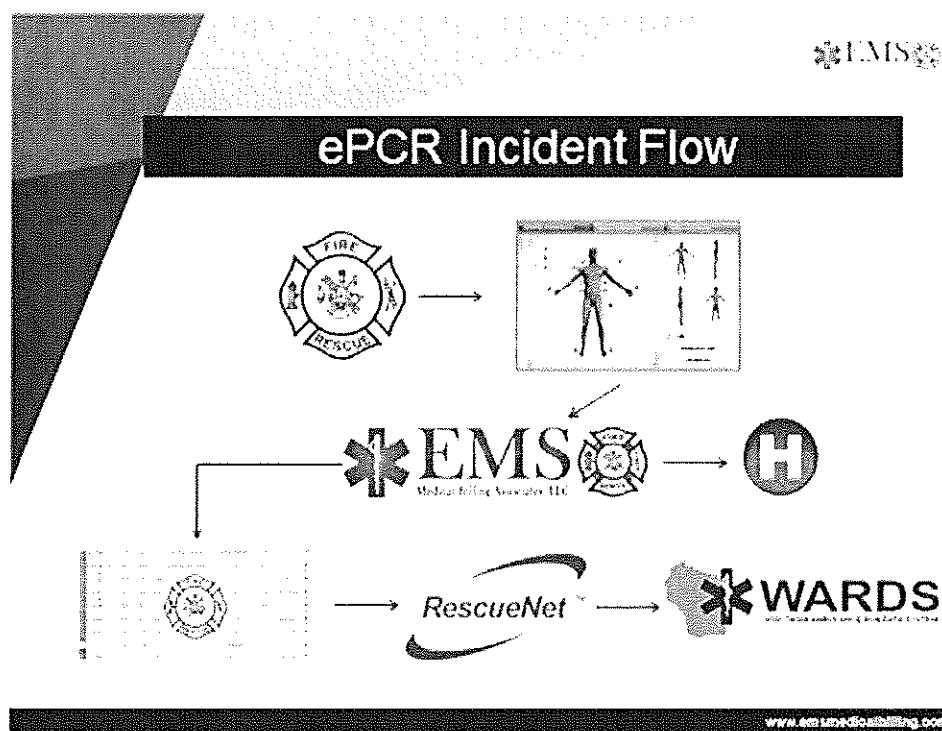
The ImageTrend Hospital Dashboard system has answered the question of how to share electronic patient care records with hospital personnel that are accustomed to receiving paper copies of EMS reports. Once patient care records (PCR's) are forwarded to our Rescue Bridge, they are immediately available electronically to hospital personnel for viewing and printing in PDF format. PCR's are searchable by numerous criteria, and a screen showing the latest arrivals to the hospital is always visible. It is available to any clients' destination hospitals at no cost.

Proposal – City of De Pere Fire / Rescue



For fire departments that are not satisfied with their current NIFRS and fire incident reporting system, EMBA offers ImageTrend's latest addition to their suite of emergency data systems - the **ImageTrend Fire Bridge**. The Fire Bridge software platform can compete with standard fire-data / NIFRS software platforms such as Firehouse or Fire RMS. Fire personnel can produce and submit standard NIFRS 5.0 reports, set up shifts, training, fire inspections, hydrant inspections and a variety of other fire-related tasks. The use of the Fire Bridge is optional, and does not affect the functionality of the EMS Service Bridge in any way. There is no cost to the client to utilize the Fire Bridge, potentially saving the client thousands of dollars annual in support/lease costs of other programs. Other functions of the Fire Bridge include:

- ✓ Fire Shifts and Staffing
- ✓ Payroll by Call or Hour
- ✓ Fire Inspections
- ✓ Fire Investigations
- ✓ Apparatus Management
- ✓ NIFRS 5.0 Reporting
- ✓ Inventory
- ✓ Training and Certification
- ✓ Data Exchange (NIFRS reporting to Homeland Security)



Proposal – City of De Pere Fire / Rescue



Specific Examples of ePCR Integration

➤ **City of Green Bay Fire Department**

501 South Washington Street
Green Bay, WI 54301

ACCOUNT CONTACTS:

EMS:

Ms. Melissa Spielman, EMS Division Chief
920-448-3292
melissasp@ci.green-bay.wi.us

FIRE:

Mr. Michael Nieft, Fire Chief
920-448-3280
michaelni@greenbaywi.gov

INSPECTIONS:

Mr. Joe Gabe, Captain
920-448-3289
joega@greenbaywi.gov

FINANCE:

Ms. Dawn Foeller, Finance Director
920-448-3026
dawnfo@ci.green-bay.wi.us

Description of Service Provided:

The City of Green Bay Fire Department (GBFD) is one of Wisconsin's largest municipal fire departments, employing almost 200 people. Licensed at the paramedic level, the department operates out of seven stations and responds to over 7000 EMS calls per year.

The GBFD first became a billing client in 2000 when they were services by another billing company CPR, Inc. In 2008, EMS Medical Billing merged with and CPR and continued as contactor. In December 2008, the GBFD signed a five-year contract with EMS Medical Billing to continue as their billing firm and implement our ImageTrend ePCR system. In 2009, the department implemented ePCR, Fire Inspections, and NFIRS reporting using our ImageTrend Rescue Bridge. The GBFD is by far our most integrated client with our Rescue Bridge, utilizing all elements of the Rescue Bridge (ePCR, Fire, Inspections, NFIRS, CAD Integration) as well as using most modules available on the Bridge, including Inventory and training.

The department opted for a one month implementation – a challenge to any major software deployment. Our IT Director Bill Field and his team put in countless hours, and worked night and weekends getting ready for the implementation. The department can share their thoughts in hindsight of the one-month ramp up period, and would all agree Bill and his team were integral to the success of that venture.

Since then, Bill has logged more than one thousand hours supporting the needs of the GBFD, saving the department tens of thousands in support costs, as EMS Medical Billing does not charge for support or training. Bill, along with department personnel, creates reports in our Crystal Reports Server in order to provide the integrated data between ImageTrend and the



Proposal – City of De Pere Fire / Rescue

department's various EMS and Fire units. Bill also worked with their fire inspectors to switch the department's fire inspection software to the ImageTrend Fire Inspection module administered through our Rescue Bridge. All of the City's fire inspections are performed on this mobile software, and are able to be scheduled and assigned to individual inspectors.

Financially, EMS Medical Billing has served this department well. Despite a large self-pay population, EMS Medical Billing has increased the department's annual revenue by \$400,000, and increased the average revenue per call by 20% since the merger. We have also decreased their billing costs by \$14,000 annually.

Of all our clients, the GBFD is not only the most integrated with ImageTrend, it also requires the most complex reporting requirements in order to integrate their various apparatus on each call. In many ways, we've taken the ImageTrend system beyond what it was originally capable of and created innovative ways to providing the data this client requires.

➤ Milwaukee County Rescue Bridge

City of Franklin Fire Department, Franklin Wisconsin
 City of Greenfield Fire Department, Greenfield Wisconsin
 Village of Hales Corners Fire Department, Hales Corners Wisconsin
 Village of Greendale Fire Department, Greendale Wisconsin
 North Shore Fire Department, Brown Deer Wisconsin

Account contacts can be found in our "References" section of this document.

Description of Services Provided:

In 2008, EMS Medical Billing purchased a separate ImageTrend Rescue Bridge specifically for departments within the Milwaukee County Paramedic Program. The above stated departments (except North Shore Fire Department which was signed later) expressed a desire to own a Rescue Bridge outright. EMS Medical Billing agreed to purchase and maintain a separate Rescue Bridge and make it available to only Milwaukee County providers, offering prorated ownership of the Rescue Bridge after five years. In 2008, four Milwaukee County providers signed five-year billing contracts, effectively sealing the deal. Because Milwaukee County has quality control and medical control for departments in the paramedic program, we were required to export patient care data to Milwaukee County's proprietary QA/QI system. This feature was not developed at the time of the Rescue Bridge purchase. We helped develop that integration, which is still used today. The North Shore Fire Department recently became another Milwaukee County billing client, thus another member of the consortium.

EMS Medical Billing holds individual contracts with each of the above stated departments. Combined, these departments respond to about 8000 EMS incidents annually.

We have also integrated our ImageTrend system with the CAD system for the North Shore Fire Department and the Greendale Fire Department. Greenfield and Franklin departments are in the process of implementing CAD at this time.

Proposal – City of De Pere Fire / Rescue

➤ **City of Fond du Lac Fire Department**

815 South Main Street
Fond du Lac, WI 54935

ACCOUNT CONTACTS:**EMS:**

Mr. Todd Janquart, EMS Chief
920-322-3839
tjanquart@ci.fond-du-lac.wi.us

FIRE:

Mr. Peter O'Leary, Fire Chief
920-322-3800
poleary@ci.fond-du-lac.wi.us

FINANCE:

Ms. Eileen Baus, Purchasing Director
920-322-3454
ebaus@ci.fond-du-lac.wi.us

Description of Services Provided:

The City of Fond du Lac Fire Department (FDLFD) is another large municipal EMS billing client of EMS Medical Billing. They licensed at the paramedic level and perform about 2400 EMS calls annually. Prior to the merger with CPR, the department was using the ImageTrend Field Bridge for ePCR, but did not have the flexibility to create new rules and fields for their templates. Once contracted with EMS Medical Billing, the department moved onto our ImageTrend Rescue Bridge and took advantage of our customization capabilities. Recently, the department decided to discontinue using Firehouse, another fire reporting software, and is utilizing the fire reporting system on our Rescue Bridge. The department also moved their fire inspections from Firehouse to our Rescue Bridge. EMS Medical Billing was able to extract the locations and occupants from the department's Firehouse system and import them into the Rescue Bridge, preventing the department from manually entering those details. Again, Bill Field and his IT team are the reason this type of integration is possible.

Financially, EMS Medical Billing increased the annual revenue of the department by 14% and increased the net collection rate from 81.0% to 91.0%. The City just signed a new five year agreement with EMS Medical Billing.

Proposal – City of De Pere Fire / Rescue**References**

EMBA is currently the contracted EMS billing service for thirty-five (35) municipal and private EMS providers in Wisconsin and California. Together, EMBA processes over 115,000 emergency, intercept and inter-facility incidents annually. Below is a partial list of our clients, including specific contact information.

- 1) City of Sun Prairie EMS
Kep Anderson, Director of EMS
300 East Main Street
Sun Prairie, WI 53590
608-825-1135
Previous Billing Method: In-House
- 2) North Shore Fire Department
Robert Whitaker, Fire Chief
4401 W. River Lane
Brown Deer, WI 53223
414-357-0113 x 1117
Previous Billing Method: 3 Rivers Billing
- 3) City of Kenosha Fire Department
Jim Poltrock, EMS Division Chief
625 - 52nd Street
Kenosha, WI
262-653-4100
Previous Billing Method: In-House
- 4) City of Fond Du Lac Fire Department
Eileen Baus, Senior Accountant
160 South Macy Street
Fond Du Lac, WI 54935
920-322-3454
Previous Billing Method: In-House
- 5) City of Green Bay Fire Department
Melissa Spielman, EMS Division Chief
501 South Washington Street
Green Bay, WI 54301
920-448-3292
Previous Billing Method: In-House



Proposal – City of De Pere Fire / Rescue

- 6) City of Hudson / St. Croix EMS
Joanne Kenney, Service Coordinator
505 Third Street
Hudson, WI 54016
715-386-4777
Previous Billing Method: Lifequest
- 7) Sheboygan Fire Department
Jeff Hermann, Fire Chief
1326 N. 25th Street
Sheboygan, WI 53081
920-459-3324
Previous Billing Method: 3 Rivers Billing
- 8) City of Monona Fire Department
Scott Sullivan, Fire Chief
5211 Schluter Road
Monona, WI 53716
608-222-2528
Previous Billing Method: In-House
- 9) City of Greenfield Fire Department
Jon Cohn, Fire Chief
4333 S. 92nd Street
Greenfield, WI 53228
414-545-7946
Previous Billing Method: CPR, Inc
- 10) City of Lake Geneva Fire Department
Brent Connelly, Fire Chief
8901 W. Drexel Ave
Franklin, WI 53132
414-425-1420
Previous Billing Method: Lake Geneva used us in 2006, switched to Lifequest in 2009, then switched back to us in 2012.
- 11) Village of Hales Corners Fire Department
Mike Jankowski, Fire Chief
10000 W. Forest Home Avenue
Hales Corners, WI 53130
414-529-6169
Previous Billing Method: 3 Rivers Billing



Proposal – City of De Pere Fire / Rescue

- 12) Elkhorn Area EMS
Dave Fladten, EMS Chief
13 S. Broad Street
Elkhorn, WI 53121
262-741-2083
Previous Billing Method: In-House



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Sample Monthly Reports



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Service Billing Summary

ABC Ambulance Service

Date Range: 2011-01-01 to 2011-06-30

Call Type: ALS and BLS Combined

Monthly Billing Summary

6.p.c



	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	Total
# OF BILLABLE RUNS BY DOS	319	268	309	277	301	257	0	0	0	0	0	0	1,731
# OF NON-BILLABLE RUNS BY DOS	70	78	58	63	63	82	0	0	0	0	0	0	414
TOTAL CHARGES BY DOS	\$ 223,456.16	\$ 197,240.16	\$ 219,994.75	\$ 203,896.55	\$ 224,041.30	\$ 190,833.74	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 1,259,462.66
Charges													
<None>	-900.00	0.00	0.00	0.00	0.00	609.50	0.00	0.00	0.00	0.00	0.00	0.00	-290.50
Bill Patient	13,365.00	17,270.50	21,604.40	19,072.60	19,425.00	19,164.84	0.00	0.00	0.00	0.00	0.00	0.00	109,902.34
Facility Contract	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance	48,852.60	53,891.40	46,030.37	55,391.55	51,072.29	46,134.27	0.00	0.00	0.00	0.00	0.00	0.00	301,372.48
Medicaid	31,860.65	24,659.85	29,469.00	24,471.50	36,609.65	30,831.50	0.00	0.00	0.00	0.00	0.00	0.00	177,902.15
Medicare	136,185.43	101,425.59	119,247.17	103,859.15	113,137.94	90,644.06	0.00	0.00	0.00	0.00	0.00	0.00	664,499.34
Private Pay	609.50	779.00	3,625.00	1,418.50	2,716.50	3,334.00	0.00	0.00	0.00	0.00	0.00	0.00	12,482.50
Total Charges	229,973.18	198,026.34	219,975.94	204,213.30	222,961.38	190,718.17	0.00	0.00	0.00	0.00	0.00	0.00	1,265,868.31
# OF RUNS BY DATE ENTERED	331	269	309	277	300	257	0	0	0	0	0	0	1743
Payments													
Bill Patient	6,906.82	6,503.40	10,617.16	10,187.28	8,366.48	5,577.43	0.00	0.00	0.00	0.00	0.00	0.00	48,158.57
Facility Contract	330.91	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	330.91
Insurance	30,910.16	36,736.27	61,166.40	42,787.01	49,774.57	48,001.27	0.00	0.00	0.00	0.00	0.00	0.00	269,375.68
Medicaid	6,450.78	9,396.17	11,403.91	6,440.95	6,484.11	8,685.17	0.00	0.00	0.00	0.00	0.00	0.00	48,861.09
Medicare	55,191.14	56,866.18	72,846.83	65,864.77	35,700.95	45,142.85	0.00	0.00	0.00	0.00	0.00	0.00	331,612.72
Private Pay	764.60	551.90	0.00	1,456.29	725.17	487.74	0.00	0.00	0.00	0.00	0.00	0.00	3,985.70
Collection Agency	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interest Received	0.73	0.14	19.29	9.88	18.91	49.00	0.00	0.00	0.00	0.00	0.00	0.00	72.36
Refunds	0.00	-1,648.19	0.00	-2,426.21	-2,235.78	-1,668.25	0.00	0.00	0.00	0.00	0.00	0.00	-7,978.43
Total Payments	100,555.14	108,405.87	156,053.59	124,319.97	98,834.41	106,275.21	0.00	0.00	0.00	0.00	0.00	0.00	694,444.19
Adjustments													
Bill Patient	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Facility Contract	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Insurance	1,640.79	5,564.02	6,559.51	8,176.13	4,412.59	2,663.88	0.00	0.00	0.00	0.00	0.00	0.00	29,016.92
Medicaid	28,849.75	20,779.10	29,287.84	21,455.15	27,614.60	22,692.47	0.00	0.00	0.00	0.00	0.00	0.00	150,678.91
Medicare	61,840.39	45,296.26	43,817.53	39,442.76	47,457.08	37,466.27	0.00	0.00	0.00	0.00	0.00	0.00	275,320.29
Private Pay	1,552.40	1,175.60	0.00	2,956.71	1,472.33	990.26	0.00	0.00	0.00	0.00	0.00	0.00	8,147.30
Interest	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Professional Courtesy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Collection Service Fee	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Write Off - Bad Debt	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Write Off - Bankruptcy	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Write Off - To Collections	13,112.96	8,941.22	8,962.81	-10.00	12,784.97	-1,483.50	0.00	0.00	0.00	0.00	0.00	0.00	42,308.46
Write Off - Others	428.00	155.38	1,056.38	1,566.02	204.74	2,572.23	0.00	0.00	0.00	0.00	0.00	0.00	5,982.75
Total Adjustments	107,424.29	81,911.58	89,684.07	73,586.77	93,946.31	64,901.61	0.00	0.00	0.00	0.00	0.00	0.00	511,454.63

Attachment: Medical Billing Old Insert To Add (1204 : Resolution #13-112, EMS Medical Billing Proposal)



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Monthly Closing Report

Closing Balance Summary for Period 200504

RescueNet™ Reporting

ABC Ambulance Service**AREA 1**

Previous Balance Forward	7,663,703.70
Charges in Period	1,316,109.66
Credits in Period	1,285,877.26
Charge Adjustments	2,143.23
Credit Adjustments	6,723.46
Misc Adjustments	0.00
Balance Forward for AREA 1	\$7,689,355.87

AREA 2

Previous Balance Forward	6,084,231.43
Charges in Period	0.00
Credits in Period	0.00
Charge Adjustments	0.00
Credit Adjustments	0.00
Misc Adjustments	0.00
Balance Forward for AREA 2	\$6,084,231.43

AREA 3

Previous Balance Forward	0.00
Charges in Period	0.00
Credits in Period	0.00
Charge Adjustments	0.00
Credit Adjustments	0.00
Misc Adjustments	0.00
Balance Forward for AREA 3	\$0.00

AREA 4

Previous Balance Forward	0.00
Charges in Period	0.00
Credits in Period	0.00
Charge Adjustments	0.00
Credit Adjustments	0.00
Misc Adjustments	0.00
Balance Forward for AREA 4	\$0.00

Closing Balance Summary for Period 200504

RescueNet™ Reporting

ABC Ambulance Service**AREA 5**

Previous Balance Forward	0.00
Charges in Period	0.00
Credits in Period	0.00
Charge Adjustments	0.00
Credit Adjustments	0.00
Misc Adjustments	0.00
Balance Forward for AREA 5	\$0.00

AREA 6

Previous Balance Forward	0.00
Charges in Period	0.00
Credits in Period	0.00
Charge Adjustments	0.00
Credit Adjustments	0.00
Misc Adjustments	0.00
Balance Forward for AREA 6	\$0.00

AREA 7

Previous Balance Forward	0.00
Charges in Period	0.00
Credits in Period	0.00
Charge Adjustments	0.00
Credit Adjustments	0.00
Misc Adjustments	0.00
Balance Forward for AREA 7	\$0.00

Closing Balance Summary for Period 200504

RescueNet™ Reporting

Totals for ABC Ambulance Service:

Previous Balance Forward	13,747,935.13
Charges in Period	1,316,109.66
Credits in Period	1,285,877.26
Charge Adjustments	2,143.23
Credit Adjustments	6,723.46
Misc Adjustments	0.00
Total Balance Forward	13,773,587.30



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A/R Reconciliation Report

CLIENT:

	FOR MONTH		Mar-13
	<i>Total</i>	<i>ALS</i>	<i>BLS</i>
Last Mo A/R	\$311,108.33	\$204,319.50	\$106,788.83
Plus This Mo Charges	\$218,269.28	\$153,671.62	\$64,597.66
Minus This Mo Pmnts	(\$131,193.42)	(\$74,638.39)	(\$56,555.03)
Minus Ins Adj	(\$95,661.03)	(\$72,317.08)	(\$23,343.95)
Minus Write Offs	\$977.90	(\$2,776.83)	\$3,754.73
Change from ALS to BLS	\$0.00	(\$669.40)	\$669.40
Equals This Mo A/R	\$303,501.06	\$207,589.42	\$95,911.64

	FOR MONTH		
	<i>Total</i>	<i>ALS</i>	<i>BLS</i>
Last Mo A/R			
Plus This Mo Charges			
Minus This Mo Pmnts			
Minus Ins Adj			
Minus Write Offs			
Equals This Mo A/R	\$0.00	\$0.00	\$0.00

	FOR MONTH		
	<i>Total</i>	<i>ALS</i>	<i>BLS</i>
Last Mo A/R			
Plus This Mo Charges			
Minus This Mo Pmnts			
Minus Ins Adj			
Minus Write Offs			
Equals This Mo A/R	\$0.00	\$0.00	\$0.00

	FOR MONTH		
	<i>Total</i>	<i>ALS</i>	<i>BLS</i>
Last Mo A/R			
Plus This Mo Charges			
Minus This Mo Pmnts			
Minus Ins Adj			
Minus Write Offs			
Equals This Mo A/R	\$0.00	\$0.00	\$0.00

	FOR MONTH		
	<i>Total</i>	<i>ALS</i>	<i>BLS</i>
Last Mo A/R			
Plus This Mo Charges			
Minus This Mo Pmnts			
Minus Ins Adj			
Minus Write Offs			
Equals This Mo A/R	\$0.00	\$0.00	\$0.00



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Deposit Detail Report

Batch Dates	3/1/2013	3/4/2013	3/5/2013	3/6/2013	3/7/2013	3/8/2013	3/11/2013	3/12/2013	3/13/2013	3/14/2013	3/15/2013	3/18/2013
EMS Payments	\$6,119.31	\$9,498.56	\$2,707.68	\$11,345.99	\$5,715.79	\$1,524.53	\$4,306.98	\$4,810.10	\$8,967.35	\$12,080.89	\$5,385.30	\$4,254.79
Engine Response Payments Zoll	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Engine Response Payments QB	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Engine Response Payments Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grand Total	\$6,119.31	\$9,498.56	\$2,707.68	\$11,345.99	\$5,715.79	\$1,524.53	\$4,356.98	\$4,810.10	\$8,967.35	\$12,080.89	\$5,385.30	\$4,254.79
Deposit Detail	3/1/2013	3/4/2013	3/5/2013	3/6/2013	3/7/2013	3/8/2013	3/11/2013	3/12/2013	3/13/2013	3/14/2013	3/15/2013	3/18/2013
Remote Deposit	\$3,916.98	\$7,615.53	\$2,707.68	\$5,432.92	\$2,876.20	\$340.12	\$3,868.02	\$4,175.93	\$7,054.12	\$3,075.63	\$1,346.53	\$3,699.00
Medicare Direct Deposits	\$2,177.33	\$1,692.28		\$5,148.07	\$2,839.59	\$1,035.41	\$296.91	\$634.17	\$1,664.12	\$9,005.26	\$3,965.78	
Aetna Direct Deposits												
Credit Card Payments	\$25.00	\$190.75		\$765.00		\$149.00	\$142.05		\$249.11		\$72.99	\$555.79
Client Deposit												
Refunds / Returned Check												
Transfer Fire to EMS												
CMC Payments Received												
Engine Response (remote deposit)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Engine Response (credit card)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Transfer Engine to EMS / Refunds												
Net Deposit / Daily Total	\$6,119.31	\$9,498.56	\$2,707.68	\$11,345.99	\$5,715.79	\$1,524.53	\$4,356.98	\$4,810.10	\$8,967.35	\$12,080.89	\$5,385.30	\$4,254.79

3/19/2013	3/20/2013	3/21/2013	3/22/2013	3/25/2013	3/26/2013	3/27/2013	3/28/2013	3/29/2013	Refunds	Total March 2013	
\$6,049.87	\$5,354.23	\$2,113.57	\$2,649.01	\$12,064.65	\$6,390.09	\$9,196.42	\$6,233.90	\$4,701.90	-\$277.49	\$131,193.42	
\$0.00	\$0.00	\$0.00	\$0.00	\$1,117.42	\$0.00	\$176.00	\$0.00	\$0.00	\$0.00	\$1,343.42	
\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
\$0.00	\$0.00	\$0.00	\$0.00	\$1,117.42	\$0.00	\$176.00	\$0.00	\$0.00	\$0.00	\$1,343.42	
\$6,049.87	\$5,354.23	\$2,113.57	\$2,649.01	\$13,182.07	\$6,390.09	\$9,372.42	\$6,233.90	\$4,701.90	-\$277.49	\$132,536.84	
3/19/2013	3/20/2013	3/21/2013	3/22/2013	3/25/2013	3/26/2013	3/27/2013	3/28/2013	3/29/2013	Refunds	Total Deposit	
\$3,065.86	\$4,200.54	\$2,113.57	\$1,065.49	\$11,356.67	\$2,314.92	\$7,983.25	\$3,271.07	\$1,488.04		\$82,968.07	
\$2,984.01	\$993.43		\$1,583.52	\$707.98	\$3,541.49	\$935.74	\$2,631.04	\$3,213.86		\$45,049.99	
	\$160.26				\$533.68	\$277.43	\$331.79			\$0.00	
										\$3,452.85	
									-\$277.49	\$0.00	
										\$0.00	
										\$0.00	
										\$131,193.42	Ambulance Total
\$0.00	\$0.00	\$0.00	\$0.00	\$1,067.42	\$0.00	\$176.00	\$0.00	\$0.00	\$0.00	\$1,243.42	
\$0.00	\$0.00	\$0.00	\$0.00	\$50.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$100.00	
										\$0.00	
\$6,049.87	\$5,354.23	\$2,113.57	\$2,649.01	\$13,182.07	\$6,390.09	\$9,372.42	\$6,233.90	\$4,701.90	-\$277.49	\$132,536.84	Engine Total
											Grand Total



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Receivables Aging By Current Payer

Aging Summary Report by Current Payor (Aging Date)

Aging as of 4/11/2013

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Current Payor	Current	31-60	61-90	91-120	121-180	Over 180	Total
<None>	0.00	0.00	0.00	0.00	0.00	0.00	0.00
AARP-Unitedhealthcare W/T18	1,135.75	0.00	0.00	0.00	0.00	0.00	1,135.75
Aetna	169.98	0.00	0.00	0.00	0.00	0.00	169.98
Aetna-T18 HMO	767.73	0.00	0.00	0.00	0.00	0.00	767.73
American Family (Health) Medicare Supp	0.00	91.27	0.00	0.00	0.00	0.00	91.27
American Republic-MN (Box 21670)	91.70	92.99	0.00	0.00	0.00	0.00	184.69
Auxiant-WI (Box 909991)	1,824.00	2,056.00	0.00	0.00	0.00	0.00	3,880.00
BXBS (Contract)	6,670.00	125.00	0.00	0.00	0.00	0.00	6,795.00
BXBS (Second/Supplemental Policy)	237.28	79.14	0.00	0.00	0.00	0.00	316.42
Central States-TX (Box 4574)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Champ/VA-CO (Box 469064)	0.00	785.00	0.00	0.00	0.00	0.00	785.00
Cigna	1,532.46	0.00	0.00	0.00	0.00	0.00	1,532.46
Continental Life-TN (Box 5008)	266.73	0.00	0.00	0.00	0.00	0.00	266.73
Employee Benefits Consultants-OH	1,177.00	0.00	0.00	0.00	0.00	0.00	1,177.00
Facility Pay	10,691.00	0.00	0.00	0.00	0.00	0.00	10,691.00
Farmers Ins-Ok (Box 268994) Auto	125.00	0.00	0.00	0.00	0.00	0.00	125.00
Golden Rule-IL	759.00	0.00	0.00	0.00	0.00	0.00	759.00
Health Payment Systems - (Box 510620)	752.00	800.00	0.00	0.00	0.00	0.00	1,552.00
Hannana Gold Choice - (T18 HMO)	5,523.44	0.00	0.00	0.00	0.00	0.00	5,523.44
Hannana-KY (Box 14601)	1,944.00	2,113.00	0.00	0.00	0.00	0.00	4,057.00
Hedicaid	3,238.73	-88.40	0.00	0.00	0.00	0.00	3,150.33
Hedicare	15,083.58	342.94	0.00	0.00	0.00	0.00	15,426.52
HHS-T19	22.24	0.00	0.00	0.00	0.00	0.00	22.24
Mishicot Area Ambulance Service	865.00	0.00	0.00	0.00	0.00	0.00	865.00
Molina-T19	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Mutual of Omaha-NE Individual	100.51	0.00	0.00	0.00	0.00	0.00	100.51
Network Health Plan-Menasha	844.00	0.00	0.00	0.00	0.00	0.00	844.00
Network Platinum-PA (Box 3687) T18 HMO	3,820.15	300.00	797.05	887.00	0.00	0.00	5,804.20
North Ctr States Capenters-WI (Box 4002)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Operating Eng Hlth-Local 139	223.71	0.00	0.00	0.00	0.00	0.00	223.71
Payor Intervention Required	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Pekin Health Ins-IL(Court St)	182.33	0.00	0.00	0.00	0.00	0.00	182.33
Physicians Mutual W/Medicare	0.00	218.11	0.00	0.00	0.00	0.00	218.11
Primecare-T19	1,380.66	0.00	-261.32	0.00	0.00	0.00	1,119.34
Private Pay	22,472.45	3,498.35	1,538.92	0.00	0.00	0.00	27,509.72
Royal Neighbors of America-FL (Box 10850)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Secure Horizons-T18 HMO	3,543.19	0.00	0.00	0.00	0.00	0.00	3,543.19
State Farm Health-CO (Box 339403)	0.00	0.00	0.00	0.00	0.00	0.00	0.00
State Farm Health-CO (Box 9403)	91.49	0.00	0.00	0.00	0.00	0.00	91.49
Thrivent Financial	78.71	0.00	0.00	0.00	0.00	0.00	78.71
Tricare North (Box 870140)	1,530.00	0.00	0.00	0.00	0.00	0.00	1,530.00
Tricare-WI (Box 7890) [W/ Medicare]	0.00	0.00	0.00	0.00	0.00	0.00	0.00
UMR-OH (Box 145804)	0.00	2,295.00	0.00	0.00	0.00	0.00	2,295.00
UMR-UT (Box 30541)	1,371.00	0.00	0.00	0.00	0.00	0.00	1,371.00
UMR-WI (Box 266)	1,057.00	0.00	0.00	0.00	0.00	0.00	1,057.00
United Commerical Travelers	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Printed on 4/10/2013 at 7:17:29PM

Aging Summary Report by Current Payor (Aging Date)

Page 1 of 2

Packet Pg. 201

Attachment: Medical Billing Old Insert To Add (1204 : Resolution #13-112, EMS Medical Billing Proposal)

Aging Summary Report by Current Payor (Aging Date)

Aging as of 4/11/2013

6.p.c



Current Payor	Current	31-60	61-90	91-120	121-180	Over 180	Total
United Health-UT (Box 30555)	2,206.38	0.00	0.00	0.00	0.00	0.00	2,206.38
VA-Zablocki	0.00	343.79	0.00	0.00	0.00	0.00	343.79
VNA-Hospice (Green Bay)	563.00	0.00	0.00	0.00	0.00	0.00	563.00
Wisconsin Laborers Local 113	742.00	0.00	0.00	0.00	0.00	0.00	742.00
WPS-WI (Box 8190) [W/Medicare]	329.13	0.00	0.00	0.00	0.00	0.00	329.13
Payors	93,412.33	13,052.19	2,074.65	887.00	0.00	0.00	109,426.17
51 Balances							



9401 W. Brown Deer Road Ste. 101 • Milwaukee, WI 53224 • (414) 365-9900 • (866) 950-4400 • info@emsmedicalbilling.com

Activity Summary

Activity Summary

Trip Date IS BETWEEN 01/01/2004 AND 01/01/2004

ABC AMBULANCE SERVICE

<u>Pavor</u>	<u># of Trips</u>	<u>Gross Charges</u>	<u>Contr Allow</u>	<u>Net Charges</u>	<u>Rev Adj</u>	<u>Payments</u>	<u>Write-Offs</u>	<u>Refunds</u>	<u>Balance</u>	<u>Average</u>
<None>	17	839.40	0.00	839.40	0.00	0.00	0.00	0.00	839.40	49.38
Totals for <None>	17	839.40	0.00	839.40	0.00	0.00	0.00	0.00	839.40	49.38

<u>Pavor</u>	<u># of Trips</u>	<u>Gross Charges</u>	<u>Contr Allow</u>	<u>Net Charges</u>	<u>Rev Adj</u>	<u>Payments</u>	<u>Write-Offs</u>	<u>Refunds</u>	<u>Balance</u>	<u>Average</u>
CCE Community Care Medicare	1	494.70	0.00	494.70	0.00	0.00	0.00	0.00	494.70	494.70
	28	13,543.84	4,374.03	9,169.81	0.00	0.00	0.00	0.00	9,169.81	327.49
Totals for Medicare	29	14,038.54	4,374.03	9,664.51	0.00	0.00	0.00	0.00	9,664.51	333.26

<u>Pavor</u>	<u># of Trips</u>	<u>Gross Charges</u>	<u>Contr Allow</u>	<u>Net Charges</u>	<u>Rev Adj</u>	<u>Payments</u>	<u>Write-Offs</u>	<u>Refunds</u>	<u>Balance</u>	<u>Average</u>
Deancare HMO (T19)	1	927.93	0.00	927.93	0.00	0.00	0.00	0.00	927.93	927.93
Icare-T19 (7/1/2001)	1	75.00	2.72	72.28	0.00	0.00	0.00	0.00	72.28	72.28
Medicaid	7	3,126.33	1,895.73	1,230.60	0.00	0.00	0.00	0.00	1,230.60	175.80
HS-T19	3	2,513.33	1,618.97	894.36	0.00	0.00	0.00	0.00	894.36	298.12
United Health-IL (T19)	1	443.70	0.00	443.70	0.00	0.00	0.00	0.00	443.70	443.70
Totals for Medicaid	13	7,086.29	3,517.42	3,568.87	0.00	0.00	0.00	0.00	3,568.87	274.53

<u>Pavor</u>	<u># of Trips</u>	<u>Gross Charges</u>	<u>Contr Allow</u>	<u>Net Charges</u>	<u>Rev Adj</u>	<u>Payments</u>	<u>Write-Offs</u>	<u>Refunds</u>	<u>Balance</u>	<u>Average</u>
Aetna-TX (Box 981107)	1	444.93	0.00	444.93	0.00	0.00	0.00	0.00	444.93	444.93
Humana-KY (Box 14601)	1	446.63	0.00	446.63	89.33	357.30	0.00	0.00	0.00	446.63
Illinois Public Aid	1	552.00	0.00	552.00	0.00	0.00	0.00	0.00	552.00	552.00
United Health-AZ (Box 52100)	1	482.26	0.00	482.26	0.00	0.00	0.00	0.00	482.26	482.26
WPS Insurance	1	75.00	0.00	75.00	0.00	0.00	0.00	0.00	75.00	75.00
Totals for Insurance	5	2,000.82	0.00	2,000.82	89.33	357.30	0.00	0.00	1,554.19	400.16

<u>Pavor</u>	<u># of Trips</u>	<u>Gross Charges</u>	<u>Contr Allow</u>	<u>Net Charges</u>	<u>Rev Adj</u>	<u>Payments</u>	<u>Write-Offs</u>	<u>Refunds</u>	<u>Balance</u>	<u>Average</u>
Private Pay	17	5,082.26	0.00	5,082.26	0.00	78.24	75.00	0.00	4,929.02	289.96
Totals for Bill Patient	17	5,082.26	0.00	5,082.26	0.00	78.24	75.00	0.00	4,929.02	289.96

Grand Totals	81	29,047.31	7,891.45	21,155.86	89.33	435.54	75.00	0.00	20,555.99	261.18
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Fee Schedule – City of De Pere Fire / Rescue

Fee Schedule

A:	EMBA Billing Fee:	7.0% of net payments
B:	Wisconsin Tax Refund Intercept Program Fee	17.0% of net payments
C:	External Collections Fee:	33.0% of net payments
D:	One (1) licensed copy of the ImageTrend Field Bridge per transporting vehicle	Included
E:	Annual support for all initial Field Bridge licenses:	Included
F:	Customization of Field Bridge templates:	Included
G:	City and Hospital use of the Hospital Dashboard:	Included
H:	Fax Server option for sending ePCR's to Hospitals:	Included
I:	Use of EMBA ImageTrend Rescue Bridge for EMS & Fire:	Included
J:	Submitting to WARDS:	Included
K:	All On-Site Training:	Included
L:	Additional ImageTrend Field Bridge Licenses:	\$ 1,000.00
M:	Annual Support per Additional Field Bridge License:	\$ 200.00
N:	Credit Card Processing Fees:	City Responsibility
O:	One (1) licensed copy of the ImageTrend Mobile Fire Inspection Module	Included
P:	Annual Support for Mobile Fire Inspection Module:	Included
Q:	Additional licensed copies of the Mobile Fire Inspection Module:	\$2,500.00
R:	Annual Support for additional copies of the Mobile Fire Inspection Module:	\$200.00

Fee Schedule – City of De Pere Fire / Rescue***Hardware Proposal (Optional)***

The City may choose one (1) of the options below:

1. **Panasonic CF-19 Computers:** EMBA will provide three (3) new Panasonic CF-19 ruggedized computers, set to the specifications detailed in the included hardware specifications sheet, at no up-front cost to the City. The City will be expected to repay the cost of the four computers (approximately \$2,700.00 per computer, plus 10% interest), over the course of the first year of the contract. EMBA will provide a line item on our billing invoice, separate from our billing fee, to identify this expense to the City.
2. **Getac V100 Computers:** EMBA will provide three (3) new Getac V100 ruggedized computers, set to the specifications as detailed in the included hardware specifications sheet, at no up-front cost to the City. The City will be expected to repay the cost of the four computers (approximately \$2,800.00 per computer, plus 10% interest), over the course of the first year of the contract. EMBA will provide a line item on our billing invoice, separate from our billing fee, to identify this expense to the City.
3. **Getac V200 Computers:** EMBA will provide three (3) new Getac V200 ruggedized computers, set to the specifications as detailed in the included hardware specifications sheet, at no up-front cost to the City. The City will be expected to repay the cost of the four computers (approximately \$3,000.00 per computer, plus 10% interest), over the course of the first year of the contract. EMBA will provide a line item on our billing invoice, separate from our billing fee, to identify this expense to the City.
4. **Panasonic Toughpad G1:** EMBA will provide three (3) new Panasonic Toughpad G1 computers, set to the specifications as detailed in the included hardware specifications sheet, at no up-front cost to the City. The City will be expected to repay the cost of the four computers (approximately \$2,200.00 per computer, plus 10% interest), over the course of the first year of the contract. EMBA will provide a line item on our billing invoice, separate from our billing fee, to identify this expense to the City.

NOTE: Should the City wish to utilize a different computer platform, EMS Medical Billing draft similar proposal language to include the desired platform. The City is not limited to the above options.



Quote

117-B W. Walker Street, Suite 24
 Milwaukee, WI 53204
 Phone: 414-290-0585 / Fax: (414)-672-2815
 Email: sales@tkkelectronics.com
 D-U-N-S Number - 800024049

Date	Quote #
6/24/2013	4286

Name / Address		Rep	Industry	Shipping Via	
EMS Medical Billing Associates, LLC 9401 W. Brown Deer Road, Suite 101 Milwaukee, WI 53224 Eric Kiefer 414-793-3741 eric.kiefer@emsmedicalbilling.com		SN	EMS	Bestway	
Item	Description	Qty	Cost	Total	
CF-19	Panasonic Toughbook 19 Intel Core i5-3320M 2.60GHz, vPro 10.1" XGA Touchscreen 4GB RAM 500GB Hard Drive Intel WiFi a/b/g/n WIN 7 TPM Bluetooth Dual Pass (Upper:WWAN/Lower:WLAN) No CD or DVD Drive 3 Year Toughbook Preferred Warranty	1	2,665.00	2,665.00	
FZ-G1	Panasonic Toughpad G1 - Base Model Intel Core i5-3437U 1.90GHz, vPro 10.1 WUXGA 10-pt Multi Touch+Digitizer 4GB RAM 128GB SSD Intel WiFi a/b/g/n Win7 (Win8 COA) TPM Bluetooth Webcam 3MP Cam Dual Pass (Upper:WWAN/Lower:GPS) No CD or DVD Drive 3 Year Std Toughbook Preferred Warranty	1	2,125.00	2,125.00	

Thank you for the opportunity!



Quote

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 Milwaukee, WI 53204
 Phone: 414-290-0585 / Fax: (414)-672-2815
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Date	Quote #
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Name / Address		Rep	Industry	Shipping Via	
EMS Medical Billing Associates, LLC 9401 W. Brown Deer Road, Suite 101 Milwaukee, WI 53224 Eric Kiefer 414-793-3741 eric.kiefer@emsmedicalbilling.com		SN	EMS	Bestway	
Item	Description	Qty	Cost	Total	
V100	Getac V100 - Base Model Intel i7-640UM 1.2GHz Processor, 4MB Cache 10.4" 1200 NITs Multi-Touch Display (Non-Digitizer) 4GB DDR3 RAM 320GB HDD Mechanical Keyboard 802.11N Wireless (NO Pass-Through) Bluetooth No DVD or CD Drive 2M WebCam Hand Strap PCMCIA Type II+Express Card 54/34 9 Cell Battery Low Temp -20C 5YR Bumper to Bumper Warranty	1	2,755.00	2,755.00	
V200	Getac V200 - Base Model Intel i7-620LM 2.0GHz Processor, 4MB Cache 12.1" 1200 NITs Multi Dual-Touch Display (Non-Digitizer) 4GB DDR3 RAM 320GB HDD 802.11N Wireless (NO Pass-Through) TPM 1.2 Bluetooth No DVD or CD Drive Win 7 Pro 5 Year Bumper to Bumper Warranty 2M WebCam	1	2,925.00	2,925.00	

Thank you for the opportunity!

**AGREEMENT FOR PROFESSIONAL SERVICES
EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES**

By And Between

**CITY OF DE PERE
A Wisconsin Municipality**

And

**EMS MEDICAL BILLING ASSOCIATES, LLC
9401 WEST BROWN DEER ROAD, SUITE 101
MILWAUKEE, WI 53224
A Wisconsin Limited Liability Company**

THIS AGREEMENT IS MADE and entered into by and between the **CITY OF DE PERE**, with offices at 335 S. Broadway, De Pere, WI 54115, hereinafter referred to as the **"CLIENT"**, and **EMS MEDICAL BILLING ASSOCIATES, LLC**, a Wisconsin Limited Liability Company, with offices located at 9401 W. Brown Deer Road, Suite 101, Milwaukee, Wisconsin 53224, hereinafter referred to as the **"SERVICE PROVIDER"**

WHEREAS, CLIENT desires to engage **SERVICE PROVIDER** to furnish professional and technical services with respect to Emergency Medical Service User Fee Billing Services, hereinafter referred to as the **"PROJECT"**, and **SERVICE PROVIDER** has signified its willingness to furnish professional and technical services to **CLIENT**.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual promises, Agreements, understandings and undertakings hereinafter set forth, and good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

ARTICLE I

- 1.1 PERFORMANCE STANDARDS.** In performing **PROJECT** services, **SERVICE PROVIDER** will meet performance standards as applicable to medical billing providers in Wisconsin, and as outlined in Exhibit A or this Agreement.
- 1.2 SCHEDULE OF PROJECT SERVICES.** **SERVICE PROVIDER** shall commence performing **PROJECT** as of _____.
- 1.3 RETENTION.** All records and documents related to the services provided under this Agreement are the property of the **CLIENT**, but shall be retained by the **SERVICE PROVIDER** on behalf of the **CLIENT** for a period of seven (7) years after the Agreement expires or is terminated. These records and documents shall be made available to **CLIENT** at any time during this Agreement, or after the expiration or termination of this Agreement, upon written request of **CLIENT**. Prior to the destruction of any records or documents, **SERVICE PROVIDER** must notify **CLIENT** in writing of the proposed destruction, in a manner that reasonably allows **CLIENT** to make a timely request for return of the records and/or documents to the **CLIENT**.
- 1.4 CONFIDENTIALITY.** No reports, information, and/or data given to or prepared or assembled by **SERVICE PROVIDER** under this Agreement shall be made available to any individual or organization by **SERVICE PROVIDER** without the written approval of **CLIENT**. Notwithstanding the above, **SERVICE PROVIDER** may release records to third party, upon having proper consents and following State laws, rules and regulations.
- 1.5 ERRORS, OMISSIONS OR DEFICIENCIES.** **SERVICE PROVIDER** shall, without additional compensation, revise any materials prepared under this Agreement if it is determined that the **SERVICE PROVIDER** is responsible for any errors, omissions, or deficiencies. **SERVICE PROVIDER** shall refund to **CLIENT**, upon finalization of any audit which shows a billing error, the **SERVICE PROVIDER'S** percentage fee times the refunded amount.

ARTICLE II

- 2.1 SERVICES TO BE PROVIDED BY CLIENT.** In the event that any information, data, surveys, reports, photographs, records and maps are existing and available and are useful for carrying out the work on **PROJECT**, **CLIENT** shall promptly furnish copies of these materials, provided these materials are owned by and in the possession of the **CLIENT**, in either hard copy or digital format, to be determined by the **CLIENT**, to **SERVICE PROVIDER** for use during the contract period. **CLIENT** designates the _____ or his or her designee to Act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define **CLIENT'S** policies and provide decisions in a timely

manner pertinent to the work covered by this Agreement until **SERVICE PROVIDER** has been advised in writing by **CLIENT** that such authority has been revoked.

- 2.2 INCIDENT INFORMATION.** **CLIENT** will submit to **SERVICE PROVIDER** an electronic run report or, if not capable of providing an electronic run report, then Client may submit a paper "run sheet" by US Postal Service, fax or other electronic media, which shall provide the following information:

- 2.2.1 Run or Incident Number
- 2.2.2 Date and time of incident and/or transport
- 2.2.3 Transport to and from locations
- 2.2.4 Medical information and patient care specifics, including narrative
- 2.2.5 A hospital FIN sheet, or the equivalent detailing the following:
 - 2.2.5.1 Patient Name and phone number
 - 2.2.5.2 Patient Address, including apartment or lot number
 - 2.2.5.3 Patient Date of Birth
 - 2.2.5.4 Patient full and complete medical insurance information
 - 2.2.5.5 Patient Social Security Number, if available
- 2.2.6 Patient consent signature. *If the patient is mentally or physically unable to sign, EMTs must document why the patient was unable to sign, and obtain a signature from an authorized third party as mandated under Centers for Medicare and Medicaid Services (CMS) rules.*

In the event of a malfunction of the electronic patient care export, **CLIENT** agrees to provide said data to **SERVICE PROVIDER** via U.S. Postal service, fax or other electronic media.

- 2.3 PAYMENT INFORMATION.** **CLIENT** will provide **CLIENT'S** emergency medical service payment information to **SERVICE PROVIDER** as soon as practicable, by fax, electronic mail or other electronic means.
- 2.4 CLIENT RATES AND FEES.** **CLIENT** will provide **SERVICE PROVIDER** with Emergency Medical Service rate and fee information within ten (10) days after the effective date of this Agreement. **SERVICE PROVIDER** agrees to implement **CLIENT'S** billing rates within five business days of written notification to the **SERVICE PROVIDER**.

ARTICLE III

- 3.1 COMPENSATION FOR BILLING SERVICES.** **SERVICE PROVIDER** agrees to provide the services described in Exhibit A in exchange for the following fee schedule which covers all other items of whatever nature needed in connection with **PROJECT** services: Seven percent (7.0%) of payments posted to **CLIENT'S** records shall be payable to Service

Provider monthly for Emergency Medical Services provided by **CLIENT** beginning the effective date of this contract as provided for in Section 1.2.

3.1.2 COMPENSATION FOR COLLECTION SERVICES.

INTERNAL COLLECTION SERVICES: **SERVICE PROVIDER** is a licensed collection agency in the State of Wisconsin and will provide professional collection services on accounts that are typically less than 90 days in aged receivables. The **CLIENT** is not charged for this service.

EXTERNAL COLLECTION SERVICES: The **SERVICE PROVIDER** will subcontract (or the **CLIENT** will contract) with external collection agencies in Wisconsin for the purpose of pursuing accounts in delinquency (those accounts beyond 90 days). The **CLIENT** agrees to compensate **SERVICE PROVIDER** the amount of Thirty-three percent (**33.0%**) of net payments collected by the external collection agency(s). It is understood that this fee is not in addition to the 7.0% fee due to the **SERVICE PROVIDER** but is inclusive of **SERVICE PROVIDER's** 7.0% fee.

If the **CLIENT** does not use a collection agency or agencies recommended by **SERVICE PROVIDER**, the **CLIENT** agrees to compensate the **SERVICE PROVIDER** 7.0% of net payments received by the **CLIENT** or the **CLIENT's** external collections agency(s) on all accounts forwarded to the **CLIENT** or **CLIENT's** external collection agency(s) by the **SERVICE PROVIDER**. It is agreed that it is the responsibility of the **CLIENT** or the **CLIENT's** external collection agency(s) to provide payment information each month to the **SERVICE PROVIDER** for all payments received from collections activity. This fee is in addition to the percentage negotiated with the client's chosen external collection service.

TAX REFUND INTERCEPT PROGRAM (TRIP): If the **CLIENT** is eligible under Wisconsin law to utilize TRIP and contracts with an external collection agency recommended by the **SERVICE PROVIDER**, the **CLIENT** agrees to compensate **SERVICE PROVIDER** the amount of Seventeen (**17.0%**) percent of net payments collected by the external collection agency(s). It is understood that this fee is not in addition to the 7.0% due to the **SERVICE PROVIDER** but is inclusive of **SERVICE PROVIDER's** 7.0% fee.

If the **CLIENT** does not use a collection agency or agencies recommended by **SERVICE PROVIDER** to utilize TRIP, the **CLIENT** agrees to compensate the **SERVICE PROVIDER** 7.0% of net payments received by the **CLIENT** or the **CLIENT's** external collections agency(s) on all accounts forwarded to TRIP on the **CLIENT's** behalf. It is agreed that it is the responsibility of the **CLIENT** or the **CLIENT's** external collection agency(s) to provide payment information each month to the **SERVICE PROVIDER** for all payments received from collections activity in TRIP.

3.1.3 START-UP FEE: WAIVED.

3.1.4 CREDIT CARD PAYMENTS: CLIENT agrees to accept payment of ambulance invoices by credit card through **SERVICE PROVIDER'S** credit card merchant account. CLIENT agrees to pay all transaction fees associated with payment by credit card, debit card and online payments for the period of the contract. CLIENT has the right to change merchant accounts at any time, as long as sufficient invoice and payment information is provided to **SERVICE PROVIDER** on each payment, and in a timely basis.

3.2 COMPENSATION FOR ADDITIONAL SERVICES. For authorized extensions of work or additional services provided outside of the scope of services specified in this Agreement, CLIENT and **SERVICE PROVIDER** shall agree upon a fee and payment schedule prior to commencement of additional services.

3.3 MONTHLY INVOICES. Monthly invoices shall be mailed by **SERVICE PROVIDER** to the CLIENT, ATTN: _____

3.4 METHOD OF PAYMENT. Payment of **SERVICE PROVIDER'S** fees shall be as follows:

3.4.1 Invoices which are in order are due and payable by CLIENT to **SERVICE PROVIDER**, no later than twenty-five (25) days from receipt of the invoice.

3.4.2 The CLIENT agrees to pay non-disputed portions of an invoice, but may withhold payment on disputed portions. CLIENT agrees to compensate **SERVICE PROVIDER** the amount of the disputed portions on the following month's invoice, provided the **SERVICE PROVIDER** satisfies the dispute to the CLIENT'S satisfaction.

3.4.3 Invoices which are in order and not paid by CLIENT within twenty-five (25) days of receipt shall be subject to a one and one-half (1.5%) percent interest charge per month on any balance outstanding more than twenty-five (25) days. 35

3.4.4 If an invoice is in order, CLIENT may not withhold payment so long as necessary documentation supporting payment has been provided to CLIENT.

3.4.5 If CLIENT fails to make any payment due within sixty (60) days after receipt of an invoice which is in order, **SERVICE PROVIDER** may, after giving seven (7) days written notice to CLIENT, suspend services under this Agreement until all amounts are paid in full.

ARTICLE IV

- 4.1 TERM OF AGREEMENT.** This Agreement shall be effective upon approval and execution by **SERVICE PROVIDER** and **CLIENT** and shall terminate three (3) years thereafter subject to earlier termination as provided herein. This Agreement and all its terms and conditions, without change, except for the expiration date, may be extended for an additional two (2) year period by Letter of Agreement to that effect executed by all parties at any time during the Agreement term.
- 4.2 PERFORMANCE DETERMINATION:** The **CLIENT** agrees to allow **SERVICE PROVIDER** fifteen (15) months when determining the financial performance of the **SERVICE PROVIDER** for any twelve (12) month period. **SERVICE PROVIDER** reserves the right to cure any discrepancy prior to **CLIENT** terminating contract or issuing a Response For Proposals. Should any representative of the **CLIENT** form a committee or group, official or unofficial, for the purpose of judging the performance of the **SERVICE PROVIDER**, the **SERVICE PROVIDER** reserves the right to address said committee or group to provide industry-specific information for the sole purpose of avoiding misrepresentations of the **SERVICE PROVIDER'S** performance.

ARTICLE V

- 5.1 TERMINATION.** Either party shall have the right to terminate this Agreement for reason of breach of contract by giving ninety (90) days advance, written notice to the other party. Termination shall not relieve either of the parties from obligations already incurred. **SERVICE PROVIDER** shall, following such ninety (90) days, continue to forward to **CLIENT** all money received on **CLIENT'S** behalf, subject to receipt of the fee provided for herein.
- 5.2 EFFECT OF TERMINATION.** Unless otherwise provided specifically in (a) this Agreement or (b) a separate written document signed by both parties, upon termination or expiration of this Agreement, the parties shall each be released from their obligations hereunder, and this Agreement shall have no further force or effect; provided, however, that Sections 1.3, 1.4, 8 and 14 shall survive termination of this Agreement.
- 5.3 NO NEW OR ADDITIONAL WORK.** **SERVICE PROVIDER** shall perform no new or additional work upon termination of this Agreement without the advance, written permission of **CLIENT**.
- 5.4 USE OF INCOMPLETE OR UNFINISHED DOCUMENTS.** **SERVICE PROVIDER** shall not be liable for **CLIENT'S** subsequent use of incomplete or unfinished documents provided pursuant to this Article.

5.5 TRANSFERRING DATA AT CONTRACT TERMINATION. SERVICE PROVIDER will supply to the CLIENT an Extensible Markup Language (XML) export of all the CLIENT'S data entered into SERVICE PROVIDER'S Imagetrend Rescue Bridge, as well as an export of all the CLIENT'S data from the SERVICE PROVIDER'S Olim imaging program, upon notification of termination of this Agreement at no cost to the CLIENT. Other forms of transference that require additional labor of the SERVICE PROVIDER will be billed at a fee of One Hundred and Twenty-Five Dollars (\$125.00) per hour.

ARTICLE VI

AMENDMENTS. CLIENT may, from time to time, require modifications in the scope of or deadline for services of SERVICE PROVIDER to be performed hereunder. Such modifications, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between CLIENT and SERVICE PROVIDER, shall be incorporated in written amendments to this Agreement, which shall be deemed part of this Agreement and fully set forth herein.

ARTICLE VII

INDEPENDENT CONTRACTOR. SERVICE PROVIDER is performing the Services as an independent contractor, and not as an employee, agent, partner of, or joint venture with Client. Neither party has any authority to bind or act on behalf of the other except as specifically stated herein.

ARTICLE VIII

8.1 INDEMNITY AND HOLD HARMLESS. SERVICE PROVIDER shall indemnify, and hold harmless CLIENT, and its officers, directors, employees, members, agents, successors and assigns from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of (a) any material breach of this Agreement or (b) any negligent act, error, or omission, of SERVICE PROVIDER in connection with this Agreement. CLIENT shall indemnify, and hold harmless SERVICE PROVIDER, and its officers and employees from and against any and all claims, damages, losses, judgments, expenses and attorney fees which they may incur, pay or sustain as a result of (a) any material breach of this Agreement or (b) any negligent act, error, or omission, of CLIENT in connection with this Agreement.

8.2 CLIENT'S ACTS AND OMISSIONS. Neither CLIENT nor SERVICE PROVIDER are responsible for any acts or omissions of the other party or the other party's officers and employees.

8.3 DATA NOT PROVIDED BY SERVICE PROVIDER. SERVICE PROVIDER is not responsible for the accuracy of the data provided by CLIENT or data obtained or available from public or government records or sources of the public domain.

8.4 REPRODUCED DATA FURNISHED BY CLIENT. CLIENT shall obtain from Owner of documents provided by CLIENT any and all consents required by law to reproduce data protected by patent, trademark, service mark, copyright or trade secret, and **SERVICE PROVIDER** assumes no responsibility of any failure of CLIENT to obtain any required consent.

8.5 STATUS OF INCIDENTS ON RESCUE BRIDGE. The CLIENT is responsible for changing the status indicator to "COMPLETED" on all incidents uploaded to the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge when each incident is ready for billing. The CLIENT may not change the status indicator to "BILLED" or "IMPORTED" or "CLOSED." The **SERVICE PROVIDER** is not responsible for issues that arise from changing the status indicator to a status other than "COMPLETED."

ARTICLE IX

INSURANCE. **SERVICE PROVIDER** shall procure and maintain, during the term of this Agreement, insurance policies, hereinafter specified. **SERVICE PROVIDER**, prior to executing this Agreement, shall furnish a Certificate of Insurance indicating compliance with the foregoing, and proof of payment of premium to the **CLIENT**, for approval. The insurance policy or policies shall contain a clause that in the event that any policy issued is canceled for any reason, or any material changes are made therein, the **CLIENT** will be notified, in writing, by the insurer at least twenty (20) days before any cancellation or change takes effect. If, for any reason, the insurance coverage required herein lapses, **CLIENT** may declare the Agreement null and void as of the date no valid insurance policy was in effect. Certifications of policy renewals shall be furnished to the **CLIENT** throughout the term of this Agreement. The insurance requirement shall not be construed to conflict with the obligations of **SERVICE PROVIDER** in Article IX – Indemnity and Hold Harmless.

The following insurance must be in effect and continue in effect during the term of the Agreement in not less than the following amounts:

- Worker's Compensation – Statutory – In compliance with the Worker's Compensation Law of the State of Wisconsin.
- General Liability Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per occurrence having the following coverage:
Contractual;
Death, Personal Injury and Property Loss or Damage.
- Automobile Liability Insurance with minimum single limits of liability of One Million (\$1,000,000.00) Dollars for death and bodily injury, and Five Hundred Thousand (\$500,000.00) Dollars for property damage, per occurrence, having the following coverage:
Owned automobiles/Hired automobiles; and, Non-own automobiles.

- Professional Errors and Omission Insurance with a minimum limit of One Million (\$1,000,000.00) Dollars per claims made basis.

ARTICLE X

ASSIGNMENT AND SUBCONTRACT: SERVICE PROVIDER shall not assign or subcontract any interest or obligation under this Agreement, without the advance, written approval of CLIENT.

ARTICLE XI

LAW, RULES AND REGULATIONS. SERVICE PROVIDER shall fully comply with all applicable Federal, State and local laws, rules and regulations governing PROJECT services.

ARTICLE XII

SEVERABILITY. It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal or unenforceable, that it is the intention of the parties that all other provisions of this Agreement remain in full force and effect.

ARTICLE XIII

NONDISCRIMINATION. In the performance of work under this Agreement, SERVICE PROVIDER agrees not to discriminate against any employee or applicant for employment contrary to any Federal, State or local law, rule or regulation. Services are to be provided in accordance with the Federal Americans With Disabilities Act.

ARTICLE XIV

GOVERNING LAW. This Agreement shall be deemed to have been made in Wisconsin and shall be construed and interpreted in accordance with the laws of the State of Wisconsin.

ARTICLE XV

NO WAIVER. No failure to exercise, or delay in exercising, any right, power or remedy hereunder on the part of either party shall operate as a waiver thereof, nor shall any single or partial exercise of any other right, power or remedy preclude any other further exercise thereof or the exercise of any other right, power or remedy. No express waiver shall affect any event or default other than the event of default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term or condition contained

herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

ARTICLE XVI

TRAINING AND CONTINUING EDUCATION. **SERVICE PROVIDER** will be responsible for all training of the Imagetrend Field Bridge software platform and Imagetrend Rescue Bridge software platform to the **CLIENT**, at no cost to the **CLIENT**. **SERVICE PROVIDER** will provide continuing education and subsequent training as necessary on software updates or changes to the software at no cost to the **CLIENT**. **SERVICE PROVIDER** will provide continuing education training for EMS billing purposes at no cost to the **CLIENT**.

ARTICLE XVII

HARDSHIP REQUESTS: **SERVICE PROVIDER** agrees to submit all requests for hardship write-offs in writing to **CLIENT** within 10 days of being instructed by the patient. **CLIENT** agrees to provide a written decision to the **SERVICE PROVIDER** within 60 days of receiving the hardship request, or **SERVICE PROVIDER** reserves the right to pursue the account as **SERVICE PROVIDER** sees fit.

NOTICES. Any notice required or permitted to be given to either party under this Agreement shall be sufficient if hand delivered or in writing, and sent by register or certified mail, return receipt requested, postage prepaid, to the following addresses of the parties as indicated below.

17.1 For CLIENT:

With a copy to: (if applicable)

17.2 For SERVICE PROVIDER:

Paula S. Bliemeister, CFO
EMS Medical Billing Associates, LLC.,
9401 W. Brown Deer Road, Suite 101
Milwaukee, WI 53224

ARTICLE XVIII

NO THIRD PARTY BENEFICIARIES. This Agreement is intended to be solely between the parties hereto. No part of this Agreement shall be construed to add, confer, supplement, amend, abridge or repeal existing rights, benefits, or privileges of or to any third party or parties, including, but not limited to, employees of either of the parties

ARTICLE XIX

NONBINDING MEDIATION. In an effort to resolve any conflicts that arise during **PROJECT** or following completion of **PROJECT**, **CLIENT** and **SERVICE PROVIDER** agree that all disputes between them arising out of, or relating to, this Agreement shall be submitted to nonbinding mediation, unless the parties mutually agree otherwise.

ARTICLE XX

CLIENT and **SERVICE PROVIDER** each certify that they have authority under their respective organizational structure and governing laws to execute this Agreement.

[Signatures on the next page hereof]

IN WITNESS WHEREOF, the parties hereto have herein executed this Agreement on the dates below given.

CLIENT:

CITY OF DE PERE
A Wisconsin Corporation

BY: _____
Name: _____
Title: _____
Date: _____

SERVICE PROVIDER:

EMS MEDICAL BILLING ASSOCIATES, LLC
A Wisconsin Limited Liability Company

BY: _____
Name: Paula S. Bliemeister
Title: CFO
Date: _____

EXHIBIT "A"

AGREEMENT FOR PROFESSIONAL SERVICES EMERGENCY MEDICAL SERVICE USER FEE BILLING SERVICES

SCOPE OF WORK AND RESPONSIBILITIES OF SERVICE PROVIDER

By And Between

CITY OF DE PERE
A Wisconsin Corporation,
And

EMS MEDICAL BILLING ASSOCIATES, LLC
A Wisconsin Limited Liability Company

A: SCOPE OF SERVICES. SERVICE PROVIDER shall:

1) ADMINISTRATIVE ACCOUNT SET-UP:

- a) **SERVICE PROVIDER** will complete all necessary provider enrollment paperwork with Medicare and Medicaid to maintain enrollment status with these payers and to update all information to reflect EMS Medical Billing Associates, LLC as the authorized, exclusive billing service for the **CLIENT**.
- b) **SERVICE PROVIDER** will complete all necessary payment authorization forms for Medicare and Medicaid to ensure that these payments are direct deposited into a bank account of the **CLIENT'S** choice, and that all correspondence related to those payments are made available to the **SERVICE PROVIDER** either electronically or forwarded to the **SERVICE PROVIDER'S** address. **SERVICE PROVIDER** will also promptly notify all commercial insurance carriers in **SERVICE PROVIDER'S** billing system that the remittance address for the **CLIENT** has changed to reflect the address of the **SERVICE PROVIDER**.
- c) **SERVICE PROVIDER** will recommend an agreement(s) between the **CLIENT** and an external collections agency (or agencies) for the collection of delinquent accounts, as well as the processing of delinquent accounts to the Wisconsin Tax Refund Intercept Program.

- d) **SERVICE PROVIDER** will recommend write-off policies and/or hardship policies for the **CLIENT'S** consideration. The **CLIENT** determines the parameters of write-off and hardship policies, and will determine the amount of approval authority the **SERVICE PROVIDER** will maintain, if any. All write-off and hardship policies should be put in writing by the **CLIENT** and provided to the **SERVICE PROVIDER** prior to beginning work.
- e) **SERVICE PROVIDER** will review the billing rates of the **CLIENT** and make recommendations based on current Medicare allowable amount information, Medicaid payment information and commercial insurance industry trends. All applicable laws and rules regarding billing governmental agencies will be applied to all recommendations. **CLIENT** will provide a complete listing of all procedures and rates prior to **SERVICE PROVIDER** beginning work.
- f) **SERVICE PROVIDER** will complete all provider enrollment paperwork related to accepting payment by credit card and ACH transactions.
- g) **SERVICE PROVIDER** will complete all provider enrollment paperwork related to utilizing remote deposit capture to electronically deposit all **CLIENT** payments received.
- h) **SERVICE PROVIDER** will keep **CLIENT** fully informed regarding any rule, regulation or industry standard of practice that may affect the **CLIENT'S** revenues, documentation requirements or industry standards of practice.

2) TECHNICAL ACCOUNT SET-UP:

- a) **SERVICE PROVIDER** will create a segregated database for the **CLIENT** within the **SERVICE PROVIDER'S** Imagetrend Rescue Bridge that will accept EMS and incident data for the **CLIENT**. **SERVICE PROVIDER** will meet with service officials to determine what information will be added to the database. All **CLIENT** EMS patient care data will be stored on the **SERVICE PROVIDER'S** Rescue Bridge. **CLIENT** will have continuous (24/7) online access to the **SERVICE PROVIDER'S** Rescue Bridge. **CLIENT** will also have online access to the **CLIENT'S** raw EMS data via Crystal Reports as outlined in the RFP response.
- b) Upon execution of this Agreement, **SERVICE PROVIDER** will immediately purchase the agreed-upon amount of ImageTrend Field Bridge software programs, and forward the unlock codes to the **CLIENT** upon receipt. **CLIENT** is responsible for loading all software on **CLIENT** computers. **SERVICE PROVIDER** can advise **CLIENT** on setup procedures, as needed. **CLIENT'S** Rescue Bridge database must be set up prior to use of the Field Bridge programs.
- c) **SERVICE PROVIDER** will meet with **CLIENT** to determine the design of the Imagetrend Field Bridge template(s) that will be used for patient care data entry.

d) **SERVICE PROVIDER** will meet with **CLIENT** to determine the **CLIENT'S** setup preferences on the ImageTrend Rescue Bridge for EMS data.

e) **SERVICE PROVIDER** will conduct training on the ImageTrend Field Bridge software to all EMTs on all shifts. Typically a single round of training will cover three shifts over a period of three days for full-time departments. Training for part-time or volunteer departments will be determined on a case-by-case basis. **SERVICE PROVIDER** will repeat training as often as **CLIENT** requires prior to live utilization of the software in the field. On-going training is also provided by the **SERVICE PROVIDER** as needed by the **CLIENT**. Additional compensation may be requested depending on frequency and scope of training provided.

f) **SERVICE PROVIDER** will conduct training on documentation requirements to all EMTs on all shifts. This training can be coordinated with the Field Bridge training, or conducted separately. This training is typically conducted bi-annually, or upon request of the **CLIENT**.

g) **SERVICE PROVIDER** will conduct training on the ImageTrend Rescue Bridge software. Training will be provided to **CLIENT** at a schedule determined by **CLIENT**.

3) BILLING AND COLLECTIONS SERVICES

a) **CLIENT** is responsible for completing each patient care report to the specifications established by the **CLIENT** and **SERVICE PROVIDER**.

b) **CLIENT** will electronically upload patient care reports from the ImageTrend Field Bridge software to the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge. **SERVICE PROVIDER** will initiate the billing of those incidents from the data uploaded by the **CLIENT** within five (5) business days.

c) **SERVICE PROVIDER** will forward all patient care reports to the Wisconsin Ambulance Run Data System (WARDS) daily when patient care reports are either created on or electronically uploaded to the **SERVICE PROVIDER'S** ImageTrend Rescue Bridge. For all other methods of creating or storing patient care reports, the **CLIENT** is responsible for submitting patient care reports to WARDS.

d) **SERVICE PROVIDER** will utilize all information provided by the **CLIENT** to create a demographic and insurance profile for each incident to be billed. **CLIENT** is encouraged to capture demographic and insurance information in the field, or get a copy of a hospital admission sheet, in order to expedite the billing process. **SERVICE PROVIDER** will maintain a separate record for each incident showing billing attempts, patient contact information and payments as well as other useful information. Records shall be made available at any time to **CLIENT**.

e) **SERVICE PROVIDER** will utilize various online tools to verify demographic and insurance information prior to billing a claim. **SERVICE PROVIDER** makes every effort to confirm this data prior to billing.

f) **CLIENT** has the right to approve all external documents used by the **SERVICE PROVIDER** to perform the **CLIENT'S** billing prior to the start of the Agreement.

g) For patients insured by Medicare, **SERVICE PROVIDER** will confirm coverage via Medicare's online eligibility portal, then send all Medicare claims electronically to Wisconsin Physician Services' claims submission site. Payments from Medicare will be direct deposited by Medicare to the **CLIENT'S** bank account listed on paperwork filed with Medicare at time of account set-up. Payment from Medicare can be expected within 21 days following submission.

h) For patients insured by Medicaid, **SERVICE PROVIDER** will confirm coverage via Medicaid's online eligibility portal, then send all Medicaid claims electronically to EDS's online claims submission website. Payments from Medicaid are sent by check to the **SERVICE PROVIDER**. **SERVICE PROVIDER** will remote deposit payments daily. Payment from Medicaid can be expected within 21 days following submission.

h) For patients with commercial insurance, **SERVICE PROVIDER** will attempt to confirm coverage via various online eligibility portals provided by some commercial insurance carriers. **SERVICE PROVIDER** will send a vast majority of commercial insurance claims electronically using the ZIRMED clearinghouse. Payments from most commercial insurance carriers are made by check and sent to the **SERVICE PROVIDER**. **SERVICE PROVIDER** will remote deposit payments daily. Payment from commercial insurance carriers can take between 30-90 days.

i) For uninsured patients, **SERVICE PROVIDER** will mail a standard invoice. The standard invoice offers a payment stub that can be torn off and mailed with the patient's payment. The invoice also provides directions on how to pay by credit card, either by contacting the **SERVICE PROVIDER** directly or paying online via the **SERVICE PROVIDER'S** website. Patients can also electronically submit insurance information using the **SERVICE PROVIDER'S** website.

j) In the event of partial payment or denial of payment, the **SERVICE PROVIDER** will bill the patient monthly, for up to three (3) months, for the balance due. If no payment is made by the patient within thirty (30) days after the third billing, the bill shall be treated as uncollectible. **SERVICE PROVIDER** will continue to attempt to collect on those accounts via internal collection methods up to and including phone contact with the debtor. Should an account become delinquent more than 120 days without a payment made, or a payment arrangement having been secured, the **SERVICE PROVIDER** agrees to forward that account to the external collection agency. **SERVICE PROVIDER** or authorized external collection agency will forward delinquent accounts to the Wisconsin Tax Refund Intercept Program (TRIP) upon request of the **CLIENT**.

k) **SERVICE PROVIDER** will be responsible for all release-of-record requests, as well as all customer service inquiries related to the billing of the **CLIENT'S** patient care records. **SERVICE PROVIDER** will attempt to maintain a consistent client representative in order to facilitate consistency for the client and third party callers. **SERVICE PROVIDER** follows all applicable HIPAA laws regarding the release of private health information.

l) **SERVICE PROVIDER** will provide monthly detail transaction reports for the preceding month itemizing incidents billed, collections made, adjustments made to bills and account aging information and such other reports as are customarily available or as are requested by the **CLIENT**. Reports are provided electronically in Excel or PDF format, or can be mailed to the **CLIENT** monthly.

m) **SERVICE PROVIDER** will furnish upon request, and without additional compensation, such explanation as may be necessary to clarify and interpret its report and other actions taken in accordance with the Agreement.

n) **SERVICE PROVIDER** will provide continuous (24/7) online access to the **CLIENT** for the purpose of accessing reports via the **SERVICE PROVIDER'S** Crystal Reports server. **SERVICE PROVIDER** will be responsible for training the **CLIENT** on accessing the server and how to run reports. Training will be scheduled at a mutually agreeable time following the execution of this Agreement.

o) **SERVICE PROVIDER** will perform the engine response / vehicle incident billing for the **CLIENT**. Compensation to the **SERVICE PROVIDER** for these services will be the same as outlined in Article III of this Agreement. **SERVICE PROVIDER** will recommend a rate schedule for fire suppression, HAZMAT cleanup and extrication services. **SERVICE PROVIDER** will track charges, payments, and adjustments for the vehicle incident billing separately from the EMS billing, and will be documented independently on the monthly closing report.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: August 20, 2013

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Resolution #13-113, Authorizing Amendment To Intergovernmental Agreement Between The City Of De Pere And Town Of Ledgeview Regarding Crossing Guard Service.

The Town of Ledgeview is requesting an additional crossing guard at the corner of Swan Rd. And Swan Pointe Terrace near the entrance to the Unified Middle School. The area has had sidewalks installed recently and the sidewalk ramps to the streets comply with general safety requirements for handicap access. The crosswalk in question has/or will have crosswalk lines painted on the street to assist in marking the crossing guard controlled crossing. CPT Dale Haagen has personally reviewed the intersection and as the crossing guard manager he agrees with the need and the appropriateness of the proposed intersection. Attached is a request from Ledgeview for the crossing guard at the location.

All costs will be borne by the Town of Ledgeview and billed on a pre-scheduled basis as has been done for the past 14-15 years. The costs include about \$ 4,628 in wages and \$180 in mileage reimbursement for the 2013-2014 school year. The crossing guard is an employee of the City of De Pere, but paid by the Town of Ledgeview through an intergovernmental agreement. In reviewing the agreement with Ledgeview for crossing guard reimbursement it was found to be very out of date and in need of review and re-approval by both the City and Ledgeview. A copy is attached for your information.

Therefore, I am requesting the Finance/Personnel Committee approve the additional crossing guard location. A new intergovernmental agreement will be processed and available for review and approval at the next regular council meeting on August 20, 2013. I will then have staff work with Ledgeview to complete the agreement and implement the crossing guard hiring and training before the school year starts.

Thank you for your consideration. Please contact me if you should have any question at 339-4075.

ATTACHMENTS:

- Reso13-113, crossing guard (DOCX)
- Ledgeview Crossing Guard Request Letter (PDF)
- Intergov Agreement Crossing Guards (PDF)

HISTORY:

08/13/13

Finance/Personnel Committee

RESOLUTION #13-113

AUTHORIZING AMENDMENT TO INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DE PERE AND TOWN OF LEDGEVIEW
REGARDING CROSSING GUARD SERVICE

WHEREAS, the City of De Pere, a Municipal Corporation, (“City”) and Town of Ledgeview, a Wisconsin Town, (“Town”), are parties to an Intergovernmental Agreement Between the City of De Pere and Town of Ledgeview Regarding Crossing Guard Services for the 1999-2000 School Term, (“the Agreement”); and

WHEREAS, the Agreement provided a cost sharing mechanism between the City and Town for Crossing Guard services provided by the City to elementary schools in the Unified School District of De Pere which are located in the Town; and

WHEREAS, even though the Agreement was for the 1999-2000 school term, the parties have continued acting in conformance with the Agreement since its inception in 1999; and

WHEREAS, the parties wish to amend the Agreement to provide for an additional crossing guard location and to update various provisions, as set forth in the Amendment to Intergovernmental Agreement Between the City of De Pere and Town of Ledgeview Regarding Crossing Guard Service, attached hereto and incorporated by reference as Exhibit A; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Amendment to Intergovernmental Agreement as is attached hereto as Exhibit A.

BE IT FURTHER RESOLVED THAT:

All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Resolution #13-113

Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2013.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____



July 21, 2013

Captain Dale C Haagen
De Pere Police Department
325 S. Broadway St
De Pere, WI 54115

Captain Haagen,

Currently we have an intergovernmental agreement with the City of De Pere to provide crossing guards at:

- a. Ledgeview and Swan Road
- b. Swan Road and Swanstone Circle
- c. Jordan Road and O'Keefe Road

Since we have built a sidewalk along Swan Road we would like to add another crossing guard at Swan Road and Swan Pointe Terrace starting this school year. We have been in correspondence with Kerry Krueger who has explained to us the estimated cost, as well as informing us that the agreement will need to be updated and signed.

Should you have any questions regarding this matter please contact me (920-336-3360 extension 112) during my office hours on Mondays and Tuesdays from 7:30 am to 4:00 pm, or you may call the Town Hall and speak with the receptionist who may be able to assist you.

Sincerely,

Mark S. Roberts
Code Enforcement Officer
Town of Ledgeview

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE CITY OF DE PERE AND TOWN OF LEDGEVIEW
REGARDING CROSSING GUARD SERVICE
FOR THE 1999-2000 SCHOOL TERM**

The City of De Pere ("City") and the Town of Ledgeview ("Town"), collectively ("the Parties"), enter into this Intergovernmental Agreement this 28th day of JULY, 1999, concerning crossing guard services for the 1999-2000 school term pursuant to § 66.30 Wis. Stats.

RECITALS

WHEREAS, City and Town, along with other units of local government, are located within the boundaries of the Unified School District of De Pere ("District"); and

WHEREAS, City and Town also share, along a portion of their boundary, certain border streets which are used by pedestrians and the vehicular traffic in arriving and departing from elementary schools of the District; and

WHEREAS, District has, through its school board, informed City and Town officials that the District will not provide crossing guard services for elementary school children attending District schools; and

WHEREAS, City and Town officials, while jointly sharing the belief that the District should in fact provide those services, also believe that the safety of the elementary children crossing certain streets to access the elementary schools is of paramount concern, particularly at those intersections which have traffic or other characteristics which the parties believe may be made more safe by the provision of crossing guards; and

Crossing Guard Services Agreement
City of De Pere and Town of Ledgeview
Page 2 of 3

WHEREAS, the Parties wish to enter into this Intergovernmental Agreement, finding mutual benefit to the Parties and individual benefit to their respective municipalities, for the provision of such crossing guard services, upon the terms as they are more fully set forth below, for the 1999-2000 school term.

WHEREAS, at the conclusion of the 1999-2000 school term, the Parties will mutually determine if such crossing guard services will continue for subsequent school terms.

NOW, THEREFORE, it is hereby agreed as follows:

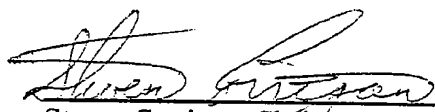
1. The City shall employ sufficient crossing guards to staff, consistent with the needs of the elementary school schedule for the 1999-2000 school year, the following intersections which are subject to this agreement:
 - (A) Ledgeview and Swan Roads:
 - (B) Swan Road and Swanstone Circle: and
 - (C) Jordan and O'Keefe Roads.
2. The Town agrees to reimburse City for all costs associated with the staffing of crossing guards at the intersection of Ledgeview Road/Swan Road and Swan Road/Swanstone Circle. Such costs shall be determined by City based upon the hourly rate established by City for its crossing guards plus a six percent (6%) charge to cover overhead and administrative costs (which include training, mileage, insurance, payroll processing, and supplies). The current hourly rate paid by City to crossing guards is \$10.67 per hour. Therefore, the rate for 1999 which the Town agrees to pay shall be \$11.30 per hour. This rate however is subject to change in 2000 depending on what, if any, wage increase may be granted to crossing guards in the year 2000.
3. City and Town shall equally share the costs of staffing crossing guards at the intersection of Jordan Road/O'Keefe Road. The cost of such staffing shall be determined as set forth above.
4. It is understood and acknowledged that while the Ledgeview/Swan Roads and Jordan/O'Keefe Roads intersections are located within the city and Town jointly, the Swan Roads/Swanstone Circle intersection is wholly within the Town's jurisdiction.

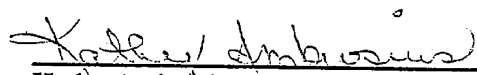
Crossing Guard Services Agreement
 City of De Pere and Town of Ledgeview
 Page 3 of 3

Therefore, Town agrees to indemnify and save harmless the City, its officials, officers, members, employees and agents from all claims of damage or injury pertaining to the services provided hereunder for the intersection of Swan Road and Swanstone Circle, including claims for attorneys fees, whether made by City or some third party.

5. City shall invoice Town monthly for such costs. Town agrees to remit payment within 30 days of said invoice.
6. Failure to make timely payment may result in the City's unilateral termination of this agreement.
7. Other than the city's ability to unilateral terminate this agreement based upon lack of prompt payment by Town, this agreement may not be terminated by either party until the 1999-2000 has ended.
8. This agreement is not effective until authorized and executed by the appropriate officials of City and the appropriate officials of Town.

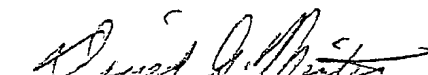
TOWN OF LEDGEVIEW


 Steven Corrigan, Chair


 Kathy Ambrosius, Clerk

CITY OF DE PERE


 Michael J. Walsh, Mayor


 David G. Minten, Clerk-Treasurer

004011-1.wpd

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 20, 2013
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Voucher Approval.

ATTACHMENTS:

- Vouchers 8-20-2013 (PDF)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6426	ACL							
	I-201307-0	ACL	R	8/20/2013		134.00CR	068936	134.00
6806	ADOLPH KIEFER & ASSOCIATES LLC							
	I-322745	ADOLPH KIEFER & ASSOCIATES LLC	R	8/20/2013		168.54CR	068937	168.54
6802	ADVANCED DISPOSAL SERVICES							
	I-B50000010092	ADVANCED DISPOSAL SERVICES	R	8/20/2013		4,210.42CR	068938	4,210.42
0217	AGRI-PARTNERS COOPERATIVE							
	I-16336	AGRI-PARTNERS COOPERATIVE	R	8/20/2013		35.00CR	068939	
	I-201308152471	AGRI-PARTNERS COOPERATIVE	R	8/20/2013		5.40CR	068939	40.40
0302	AIRGAS USA LLC							
	I-9911813952	AIRGAS USA LLC	R	8/20/2013		407.36CR	068940	
	I-9911813953	AIRGAS USA LLC	R	8/20/2013		126.33CR	068940	533.69
2982	ALL CITY COMMUNICATIONS							
	I-4699567-080113	ALL CITY COMMUNICATIONS	R	8/20/2013		132.60CR	068941	132.60
6388	ALLISON SYSTEMS INC							
	I-16759	ALLISON SYSTEMS INC	R	8/20/2013		1,068.00CR	068942	1,068.00
0849	AMBROSIUS CONCRETE SUPPLIES INC							
	I-292756	AMBROSIUS CONCRETE SUPPLIES IN	R	8/20/2013		297.00CR	068943	
	I-293795	AMBROSIUS CONCRETE SUPPLIES IN	R	8/20/2013		48.50CR	068943	345.50
0007	AMBROSIUS SALES & SERVICE							
	I-73605	AMBROSIUS SALES & SERVICE	R	8/20/2013		22.88CR	068944	
	I-73830	AMBROSIUS SALES & SERVICE	R	8/20/2013		30.00CR	068944	
	I-73978	AMBROSIUS SALES & SERVICE	R	8/20/2013		119.90CR	068944	
	I-74018	AMBROSIUS SALES & SERVICE	R	8/20/2013		76.80CR	068944	
	I-74461	AMBROSIUS SALES & SERVICE	R	8/20/2013		197.76CR	068944	447.34
1781	ASPHALT SEAL & REPAIR INC							
	I-ASR-1571	ASPHALT SEAL & REPAIR INC	R	8/20/2013		400.00CR	068945	400.00
2050	ASSOCIATED TRUST COMPANY							
	I-127	ASSOCIATED TRUST COMPANY	R	8/20/2013		363.00CR	068946	
	I-128	ASSOCIATED TRUST COMPANY	R	8/20/2013		363.00CR	068946	726.00
0496	ASTRO HYDRAULICS INC							
	I-41871	ASTRO HYDRAULICS INC	R	8/20/2013		51.95CR	068947	51.95

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5604	AURORA BAYCARE MED CTR LLC							
	I-AJ1001	AURORA BAYCARE MED CTR LLC	R	8/20/2013		9.42CR	068948	9.42
6803	AUTOMATIC MOTORS INC.							
	I-51387	AUTOMATIC MOTORS INC.	R	8/20/2013		450.00CR	068949	450.00
5497	BADGER MAILING & SHIPPING SYSTEMS INC							
	I-57555	BADGER MAILING & SHIPPING SYST	R	8/20/2013		157.25CR	068950	157.25
0023	BATTERIES PLUS LLC							
	C-501-399396	BATTERIES PLUS LLC	R	8/20/2013		107.99	068951	
	C-501-400432	BATTERIES PLUS LLC	R	8/20/2013		155.50	068951	
	I-234522-01	BATTERIES PLUS LLC	R	8/20/2013		72.60CR	068951	
	I-234545-01	BATTERIES PLUS LLC	R	8/20/2013		185.00CR	068951	
	I-501-399292	BATTERIES PLUS LLC	R	8/20/2013		114.99CR	068951	
	I-501-400335	BATTERIES PLUS LLC	R	8/20/2013		155.50CR	068951	
	I-501-400431	BATTERIES PLUS LLC	R	8/20/2013		77.50CR	068951	
	I-501-400483	BATTERIES PLUS LLC	R	8/20/2013		59.50CR	068951	
	I-501-400584	BATTERIES PLUS LLC	R	8/20/2013		15.75CR	068951	
	I-501-401257	BATTERIES PLUS LLC	R	8/20/2013		155.50CR	068951	
	I-505-356633	BATTERIES PLUS LLC	R	8/20/2013		93.12CR	068951	665.97
0027	BAY TOWEL INC							
	I-1590348	BAY TOWEL INC	R	8/20/2013		20.00CR	068952	
	I-1664460	BAY TOWEL INC	R	8/20/2013		120.44CR	068952	
	I-1665821	BAY TOWEL INC	R	8/20/2013		51.95CR	068952	
	I-1669053	BAY TOWEL INC	R	8/20/2013		33.64CR	068952	
	I-1669054	BAY TOWEL INC	R	8/20/2013		50.42CR	068952	
	I-1670947	BAY TOWEL INC	R	8/20/2013		116.91CR	068952	
	I-1670971	BAY TOWEL INC	R	8/20/2013		77.66CR	068952	
	I-1672311	BAY TOWEL INC	R	8/20/2013		449.74CR	068952	
	I-1672312	BAY TOWEL INC	R	8/20/2013		51.95CR	068952	972.71
0033	BIRDSEYE DAIRY INC							
	I-195071	BIRDSEYE DAIRY INC	R	8/20/2013		570.45CR	068953	
	I-195072	BIRDSEYE DAIRY INC	R	8/20/2013		405.95CR	068953	
	I-197423	BIRDSEYE DAIRY INC	R	8/20/2013		150.70CR	068953	
	I-199752	BIRDSEYE DAIRY INC	R	8/20/2013		112.30CR	068953	1,239.40
1532	BOBCAT PLUS INC							
	I-1B78602	BOBCAT PLUS INC	R	8/20/2013		600.00CR	068954	
	I-IG17478	BOBCAT PLUS INC	R	8/20/2013		252.00CR	068954	852.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0037	BROADCAST MUSIC INC							
	I-2389549Z	BROADCAST MUSIC INC	R	8/20/2013		327.00CR	068955	327.00
0038	BROADWAY AUTOMOTIVE INC							
	I-664156P	BROADWAY AUTOMOTIVE INC	R	8/20/2013		334.36CR	068956	
	I-664387P	BROADWAY AUTOMOTIVE INC	R	8/20/2013		73.47CR	068956	
	I-664426P	BROADWAY AUTOMOTIVE INC	R	8/20/2013		10.76CR	068956	
	I-664506P	BROADWAY AUTOMOTIVE INC	R	8/20/2013		55.34CR	068956	
	I-664727P	BROADWAY AUTOMOTIVE INC	R	8/20/2013		36.98CR	068956	510.91
0039	BROOKS TRACTOR INC							
	I-D25840	BROOKS TRACTOR INC	R	8/20/2013		270.90CR	068957	270.90
0888	BROWN COUNTY HEALTH DEPT							
	I-2013-043	BROWN COUNTY HEALTH DEPT	R	8/20/2013		1,815.12CR	068958	1,815.12
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-22481	BROWN COUNTY PORT SOLID WASTE	R	8/20/2013		19,336.57CR	068959	19,336.57
2984	BROWN COUNTY TREASURER							
	I-19	BROWN COUNTY TREASURER	R	8/20/2013		56.00CR	068960	56.00
6724	CARAHSOFT TECHNOLOGY CORP							
	I-IN131422	CARAHSOFT TECHNOLOGY CORP	R	8/20/2013		950.00CR	068961	950.00
0115	CARQUEST AUTO PARTS LLC							
	I-6339-170418	CARQUEST AUTO PARTS LLC	R	8/20/2013		79.75CR	068962	
	I-6339-170441	CARQUEST AUTO PARTS LLC	R	8/20/2013		4.49CR	068962	
	I-6339-171908	CARQUEST AUTO PARTS LLC	R	8/20/2013		55.34CR	068962	139.58
2708	CLEANING SOLUTION SERVICES INC							
	I-05-8340	CLEANING SOLUTION SERVICES INC	R	8/20/2013		1,363.55CR	068963	
	I-05-8377	CLEANING SOLUTION SERVICES INC	R	8/20/2013		159.49CR	068963	
	I-05-8379	CLEANING SOLUTION SERVICES INC	R	8/20/2013		350.00CR	068963	1,873.04
5998	CROP PRODUCTION SERVICES							
	I-219009	CROP PRODUCTION SERVICES	R	8/20/2013		90.00CR	068964	90.00
0063	DAANEN & JANSSEN INC							
	I-131662	DAANEN & JANSSEN INC	R	8/20/2013		160.00CR	068965	
	I-131912	DAANEN & JANSSEN INC	R	8/20/2013		80.00CR	068965	
	I-132184	DAANEN & JANSSEN INC	R	8/20/2013		100.00CR	068965	340.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
6526	DE PERE BASEBALL							
	I-BABE RUTH	DE PERE BASEBALL	R	8/20/2013		1,240.00CR	068966	
	I-KELLY DANEN	DE PERE BASEBALL	R	8/20/2013		2,680.00CR	068966	
	I-PONY LEAGUE	DE PERE BASEBALL	R	8/20/2013		670.00CR	068966	4,590.00
1196	DE PERE GIRLS SOFTBALL ASSOCIATION							
	I-201308152474	DE PERE GIRLS SOFTBALL ASSOCIA	R	8/20/2013		2,177.50CR	068967	2,177.50
0998	DE PERE RAPIDES YOUTH SOCCOR CLUB							
	I-201308152475	DE PERE RAPIDES YOUTH SOCCOR C	R	8/20/2013		2,010.00CR	068968	2,010.00
0075	DIGGERS HOTLINE INC							
	I-130 7 36401	DIGGERS HOTLINE INC	R	8/20/2013		1,044.29CR	068969	1,044.29
3212	DIXON ENGINEERING INC							
	I-13-6658	DIXON ENGINEERING INC	R	8/20/2013		2,850.00CR	068970	2,850.00
4952	E H WACHS COMPANY							
	I-INV087817	E H WACHS COMPANY	R	8/20/2013		2,380.00CR	068971	2,380.00
0083	EBY-BROWN							
	I-464586	EBY-BROWN	R	8/20/2013		356.38CR	068972	356.38
0086	EMPLOYEE RESOURCE CENTER INC							
	I-0713-575	EMPLOYEE RESOURCE CENTER INC	R	8/20/2013		337.50CR	068973	337.50
6740	ENCADRIA STAFFING SOLUTIONS LLC							
	I-IVC010000214041	ENCADRIA STAFFING SOLUTIONS LL	R	8/20/2013		72.42CR	068974	72.42
4915	ENVIROTECH EQUIPMENT CO, LLC							
	I-080913-3A	ENVIROTECH EQUIPMENT CO, LLC	R	8/20/2013		242.93CR	068975	
	I-080913-4A	ENVIROTECH EQUIPMENT CO, LLC	R	8/20/2013		21.43CR	068975	264.36
0091	FASTENAL COMPANY							
	I-WIGRE276874	FASTENAL COMPANY	R	8/20/2013		5.19CR	068976	5.19
2627	FESTIVAL FOODS INC							
	I-309	FESTIVAL FOODS INC	R	8/20/2013		22.16CR	068977	
	I-613	FESTIVAL FOODS INC	R	8/20/2013		4.29CR	068977	
	I-71	FESTIVAL FOODS INC	R	8/20/2013		30.61CR	068977	
	I-72	FESTIVAL FOODS INC	R	8/20/2013		14.45CR	068977	71.51

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0200	FIRST SUPPLY GREEN BAY LLC							
	I-9990240-00	FIRST SUPPLY GREEN BAY LLC	R	8/20/2013		33.69CR	068978	33.69
3304	FISCHER-ULMAN CONST INC							
	I-13-05 (1)	FISCHER-ULMAN CONST INC	R	8/20/2013		56,053.47CR	068979	56,053.47
6684	FRANKS FEED MILL INC							
	I-144300	FRANKS FEED MILL INC	R	8/20/2013		145.00CR	068980	145.00
0562	GALL'S INC							
	I-848158	GALL'S INC	R	8/20/2013		67.71CR	068981	67.71
6084	GANNETT WI MEDIA							
	I-201308152476	GANNETT WI MEDIA	R	8/20/2013		29.22CR	068982	29.22
0111	GAT SUPPLY INC							
	I-19188	GAT SUPPLY INC	R	8/20/2013		10.00CR	068983	10.00
0116	GRAINGER INC							
	I-9213194849	GRAINGER INC	R	8/20/2013		92.76CR	068984	92.76
0666	GRAY'S INC							
	I-30696	GRAY'S INC	R	8/20/2013		404.09CR	068985	404.09
4902	HALRON LUBRICANTS INC							
	I-597764-00	HALRON LUBRICANTS INC	R	8/20/2013		1,940.75CR	068986	
	I-598180-00	HALRON LUBRICANTS INC	R	8/20/2013		48.80CR	068986	
	I-603169-00	HALRON LUBRICANTS INC	R	8/20/2013		2,233.90CR	068986	4,223.45
1237	HASTINGS AIR ENERGY CONTROL							
	I-147710	HASTINGS AIR ENERGY CONTROL	R	8/20/2013		305.90CR	068987	305.90
0446	HAWKINS INC							
	I-3494645 RI	HAWKINS INC	R	8/20/2013		5,148.00CR	068988	
	I-3499105 RI	HAWKINS INC	R	8/20/2013		4,751.39CR	068988	9,899.39
3521	HD SUPPLY WATERWORKS LTD							
	I-B310689	HD SUPPLY WATERWORKS LTD	R	8/20/2013		342.00CR	068989	342.00
5674	HOME TEAM SPORTS & APPAREL INC							
	I-16166	HOME TEAM SPORTS & APPAREL INC	R	8/20/2013		88.00CR	068990	
	I-16167	HOME TEAM SPORTS & APPAREL INC	R	8/20/2013		332.50CR	068990	420.50

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5484	HYDRO DESIGNS INC							
	I-29842-IN	HYDRO DESIGNS INC	R	8/20/2013		2,876.00CR	068991	
	I-29936-IN	HYDRO DESIGNS INC	R	8/20/2013		1,415.00CR	068991	4,291.00
3468	ID-ACCESS							
	I-913	ID-ACCESS	R	8/20/2013		10.00CR	068992	
	I-914	ID-ACCESS	R	8/20/2013		10.00CR	068992	20.00
1399	INDOFF INC							
	I-2313996	INDOFF INC	R	8/20/2013		66.88CR	068993	
	I-2314552	INDOFF INC	R	8/20/2013		76.15CR	068993	
	I-2316130	INDOFF INC	R	8/20/2013		56.76CR	068993	
	I-2316883	INDOFF INC	R	8/20/2013		239.74CR	068993	
	I-2317649	INDOFF INC	R	8/20/2013		595.00CR	068993	
	I-2318207	INDOFF INC	R	8/20/2013		575.47CR	068993	
	I-2320579	INDOFF INC	R	8/20/2013		431.29CR	068993	
	I-2320580	INDOFF INC	R	8/20/2013		67.95CR	068993	2,109.24
0567	INDUSTRIAL MARKETING CORP							
	I-38537	INDUSTRIAL MARKETING CORP	R	8/20/2013		46.49CR	068994	46.49
1338	JAMES E KOCKEN TRUCKING							
	I-452	JAMES E KOCKEN TRUCKING	R	8/20/2013		225.00CR	068995	
	I-453	JAMES E KOCKEN TRUCKING	R	8/20/2013		225.00CR	068995	450.00
6520	JX PETERBILT - GREEN BAY							
	C-D-232210107	JX PETERBILT - GREEN BAY	R	8/20/2013		31.54	068996	
	I-D-231820065	JX PETERBILT - GREEN BAY	R	8/20/2013		165.73CR	068996	
	I-D-231910144	JX PETERBILT - GREEN BAY	R	8/20/2013		436.97CR	068996	
	I-D-232000058	JX PETERBILT - GREEN BAY	R	8/20/2013		79.22CR	068996	
	I-D-232040018	JX PETERBILT - GREEN BAY	R	8/20/2013		55.00CR	068996	
	I-D-232060011	JX PETERBILT - GREEN BAY	R	8/20/2013		98.15CR	068996	
	I-D-232060108	JX PETERBILT - GREEN BAY	R	8/20/2013		58.20CR	068996	
	I-D-232070048	JX PETERBILT - GREEN BAY	R	8/20/2013		5.71CR	068996	
	I-D-232170032	JX PETERBILT - GREEN BAY	R	8/20/2013		65.24CR	068996	
	I-D-232200046	JX PETERBILT - GREEN BAY	R	8/20/2013		72.99CR	068996	
	I-D-232200073	JX PETERBILT - GREEN BAY	R	8/20/2013		96.48CR	068996	
	I-D-232210035	JX PETERBILT - GREEN BAY	R	8/20/2013		55.68CR	068996	
	I-D-232220002	JX PETERBILT - GREEN BAY	R	8/20/2013		58.25CR	068996	1,216.08
1	KLINGERT, PATRICK & PAMELA							
	I-201308152477	MAI	R	8/20/2013		50.00CR	068997	50.00

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
2904	KROPP CONCRETE PRODUCTS							
	I-21945	KROPP CONCRETE PRODUCTS	R	8/20/2013		1,100.00CR	068998	1,100.00
4584	KRUCZEK CONST INC							
	I-13-01 (4)	KRUCZEK CONST INC	R	8/20/2013		171,861.57CR	068999	171,861.57
3140	KUNDINGER FLUID POWER INC							
	I-50245798	KUNDINGER FLUID POWER INC	R	8/20/2013		122.16CR	069000	122.16
0153	LAFORCE INC							
	I-768653 RI	LAFORCE INC	R	8/20/2013		62.34CR	069001	62.34
6577	LAKELAND LAWN CARE							
	I-42556	LAKELAND LAWN CARE	R	8/20/2013		875.00CR	069002	875.00
0154	LAMERS BUS LINES INC							
	I-432416	LAMERS BUS LINES INC	R	8/20/2013		323.92CR	069003	
	I-432693	LAMERS BUS LINES INC	R	8/20/2013		120.77CR	069003	
	I-432694	LAMERS BUS LINES INC	R	8/20/2013		135.57CR	069003	580.26
4617	LANGUAGE LINE SERVICES							
	I-3202327	LANGUAGE LINE SERVICES	R	8/20/2013		39.45CR	069004	39.45
0156	LAWSON PRODUCTS INC							
	I-9301751745	LAWSON PRODUCTS INC	R	8/20/2013		109.79CR	069005	
	I-9301794015	LAWSON PRODUCTS INC	R	8/20/2013		146.12CR	069005	255.91
0159	LEXIS NEXIS INC							
	I-1307261284	LEXIS NEXIS INC	R	8/20/2013		213.88CR	069006	213.88
6198	MAILFINANCE							
	I-H4124533	MAILFINANCE	R	8/20/2013		89.00CR	069007	89.00
4498	MC MAHON ASSOC INC							
	I-44670	MC MAHON ASSOC INC	R	8/20/2013		392.00CR	069008	392.00
0173	MENARDS INC							
	I-24241	MENARDS INC	R	8/20/2013		116.93CR	069009	
	I-24318	MENARDS INC	R	8/20/2013		2.28CR	069009	
	I-24358	MENARDS INC	R	8/20/2013		45.46CR	069009	
	I-24583	MENARDS INC	R	8/20/2013		18.39CR	069009	
	I-24589	MENARDS INC	R	8/20/2013		25.97CR	069009	209.03

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5891	MIDWEST ENGINEERING SERVICES INC							
	I-G330041-IN	MIDWEST ENGINEERING SERVICES I	R	8/20/2013		1,359.00CR	069010	
	I-G350024-IN	MIDWEST ENGINEERING SERVICES I	R	8/20/2013		4,171.50CR	069010	5,530.50
6731	MODERN MARKETING							
	I-MM1096675	MODERN MARKETING	R	8/20/2013		210.30CR	069011	210.30
3125	MORTON SALT INC							
	I-5400222738	MORTON SALT INC	R	8/20/2013		11,933.69CR	069012	11,933.69
4909	MOTION PICTURE LICENSING CORP							
	I-503849789	MOTION PICTURE LICENSING CORP	R	8/20/2013		544.59CR	069013	544.59
2821	NEENAH FOUNDRY COMPANY							
	I-79960	NEENAH FOUNDRY COMPANY	R	8/20/2013		1,080.00CR	069014	1,080.00
0531	NORTHEAST AUTO PARTS INC							
	C-281118	NORTHEAST AUTO PARTS INC	R	8/20/2013		59.50	069015	
	I-281091	NORTHEAST AUTO PARTS INC	R	8/20/2013		15.46CR	069015	
	I-281110	NORTHEAST AUTO PARTS INC	R	8/20/2013		33.20CR	069015	
	I-281115	NORTHEAST AUTO PARTS INC	R	8/20/2013		15.82CR	069015	
	I-281185	NORTHEAST AUTO PARTS INC	R	8/20/2013		6.49CR	069015	
	I-281340	NORTHEAST AUTO PARTS INC	R	8/20/2013		36.35CR	069015	
	I-281455	NORTHEAST AUTO PARTS INC	R	8/20/2013		52.14CR	069015	
	I-281493	NORTHEAST AUTO PARTS INC	R	8/20/2013		62.00CR	069015	
	I-281544	NORTHEAST AUTO PARTS INC	R	8/20/2013		18.99CR	069015	
	I-281582	NORTHEAST AUTO PARTS INC	R	8/20/2013		127.39CR	069015	
	I-281600	NORTHEAST AUTO PARTS INC	R	8/20/2013		22.47CR	069015	
	I-281799	NORTHEAST AUTO PARTS INC	R	8/20/2013		243.47CR	069015	
	I-281822	NORTHEAST AUTO PARTS INC	R	8/20/2013		72.90CR	069015	647.18
5433	NORTHEAST WI TECH COLLEGE							
	I-SFT0000080611	NORTHEAST WI TECH COLLEGE	R	8/20/2013		175.00CR	069016	175.00
4728	OSHKOSH FIRE & POLICE EQUIPMENT INC							
	I-152241	OSHKOSH FIRE & POLICE EQUIPMEN	R	8/20/2013		247.00CR	069017	247.00
6125	PBBS EQUIPMENT CORP							
	I-119983	PBBS EQUIPMENT CORP	R	8/20/2013		1,577.20CR	069018	1,577.20
0202	PEPSI COLA NEW INC							
	I-121180	PEPSI COLA NEW INC	R	8/20/2013		227.92CR	069019	
	I-122708	PEPSI COLA NEW INC	R	8/20/2013		50.88CR	069019	
	I-124180	PEPSI COLA NEW INC	R	8/20/2013		25.44CR	069019	
	I-124853	PEPSI COLA NEW INC	R	8/20/2013		118.00CR	069019	422.24

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
5469	PERFORMANCE DIESEL LLC							
	I-38958	PERFORMANCE DIESEL LLC	R	8/20/2013		612.14CR	069020	612.14
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-92876	PETROLEUM EQUIP SERVICE OF WI	R	8/20/2013		700.00CR	069021	700.00
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-37395	PM SUPPLY - WRIGHT INDUSTRIAL	R	8/20/2013		478.29CR	069022	
	I-38142	PM SUPPLY - WRIGHT INDUSTRIAL	R	8/20/2013		60.72CR	069022	539.01
0208	POMP'S TIRE SERVICE INC							
	C-10137483	POMP'S TIRE SERVICE INC	R	8/20/2013		60.00	069023	
	I-1010009992	POMP'S TIRE SERVICE INC	R	8/20/2013		880.88CR	069023	
	I-1010009999	POMP'S TIRE SERVICE INC	R	8/20/2013		207.22CR	069023	
	I-90008852	POMP'S TIRE SERVICE INC	R	8/20/2013		60.28CR	069023	
	I-90009098	POMP'S TIRE SERVICE INC	R	8/20/2013		36.68CR	069023	
	I-90009112	POMP'S TIRE SERVICE INC	R	8/20/2013		74.95CR	069023	
	I-90009274	POMP'S TIRE SERVICE INC	R	8/20/2013		73.45CR	069023	
	I-90009409	POMP'S TIRE SERVICE INC	R	8/20/2013		47.53CR	069023	1,320.99
0209	POOL WORKS INC							
	I-61271-1	POOL WORKS INC	R	8/20/2013		220.00CR	069024	220.00
1246	PREVEA WORKMED INC							
	I-85929	PREVEA WORKMED INC	R	8/20/2013		135.00CR	069025	135.00
0218	PROMOTIONAL DESIGNS INC							
	I-193453	PROMOTIONAL DESIGNS INC	R	8/20/2013		81.25CR	069026	81.25
5393	RICOH USA INC.							
	I-5027089830	RICOH USA INC.	R	8/20/2013		237.68CR	069027	237.68
0235	SAINT VINCENT HOSPITAL							
	I-35603	SAINT VINCENT HOSPITAL	R	8/20/2013		24.44CR	069028	24.44
0248	SHOPKO CO LLC							
	I-201308152478	SHOPKO CO LLC	R	8/20/2013		19.90CR	069029	19.90
6789	SPEEDY CLEAN DRAIN AND SEWER							
	I-13-15 (2)	SPEEDY CLEAN DRAIN AND SEWER	R	8/20/2013		5,751.44CR	069030	5,751.44
0255	STELLPLUG LAW SC							
	I-406-01M (208)	STELLPLUG LAW SC	R	8/20/2013		822.46CR	069031	822.46

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0258	SUPERIOR CHEMICAL CORP							
	I-32579	SUPERIOR CHEMICAL CORP	R	8/20/2013		276.56CR	069032	276.56
0900	SWINKLES INC							
	I-9356	SWINKLES INC	R	8/20/2013		267.90CR	069033	267.90
3990	TDS METROCOM LLC							
	I-201308152479	TDS METROCOM LLC	R	8/20/2013		211.00CR	069034	211.00
4842	THOMSON REUTERS							
	I-827828501	THOMSON REUTERS	R	8/20/2013		361.60CR	069035	361.60
0268	TRUCK EQUIPMENT INC							
	I-562067	TRUCK EQUIPMENT INC	R	8/20/2013		8.48CR	069036	
	I-8837	TRUCK EQUIPMENT INC	R	8/20/2013		465.00CR	069036	
	I-8838	TRUCK EQUIPMENT INC	R	8/20/2013		455.00CR	069036	
	I-8857	TRUCK EQUIPMENT INC	R	8/20/2013		590.00CR	069036	1,518.48
0416	TWIRL SEWER SERVICE							
	I-11890	TWIRL SEWER SERVICE	R	8/20/2013		135.00CR	069037	135.00
0272	UNIFORM SHOPPE INC							
	I-2222791	UNIFORM SHOPPE INC	R	8/20/2013		790.00CR	069038	
	I-222703	UNIFORM SHOPPE INC	R	8/20/2013		97.90CR	069038	
	I-222704	UNIFORM SHOPPE INC	R	8/20/2013		48.95CR	069038	
	I-222706	UNIFORM SHOPPE INC	R	8/20/2013		85.90CR	069038	
	I-222773	UNIFORM SHOPPE INC	R	8/20/2013		825.00CR	069038	
	I-222798	UNIFORM SHOPPE INC	R	8/20/2013		790.00CR	069038	
	I-222799	UNIFORM SHOPPE INC	R	8/20/2013		790.00CR	069038	
	I-222801	UNIFORM SHOPPE INC	R	8/20/2013		790.00CR	069038	
	I-222805	UNIFORM SHOPPE INC	R	8/20/2013		790.00CR	069038	
	I-222806	UNIFORM SHOPPE INC	R	8/20/2013		790.00CR	069038	
	I-222823	UNIFORM SHOPPE INC	R	8/20/2013		165.85CR	069038	
	I-222981	UNIFORM SHOPPE INC	R	8/20/2013		127.10CR	069038	
	I-222985	UNIFORM SHOPPE INC	R	8/20/2013		488.60CR	069038	
	I-223040	UNIFORM SHOPPE INC	R	8/20/2013		200.85CR	069038	
	I-223105	UNIFORM SHOPPE INC	R	8/20/2013		115.90CR	069038	
	I-223232	UNIFORM SHOPPE INC	R	8/20/2013		171.00CR	069038	
	I-223354	UNIFORM SHOPPE INC	R	8/20/2013		25.90CR	069038	
	I-223364	UNIFORM SHOPPE INC	R	8/20/2013		42.95CR	069038	
	I-223431	UNIFORM SHOPPE INC	R	8/20/2013		750.00CR	069038	
	I-223439	UNIFORM SHOPPE INC	R	8/20/2013		747.35CR	069038	8,633.25

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
VOID	VOID CHECK		V	8/20/2013			069039	**VOID**
1911	UNITED PARCEL SERVICE INC							
	I-70A6Y6293	UNITED PARCEL SERVICE INC	R	8/20/2013		10.24CR	069040	10.24
2826	UNITED RENTALS (NORTH AMERICA) INC.							
	I-112955523-001	UNITED RENTALS (NORTH AMERICA)	R	8/20/2013		116.28CR	069041	116.28
0270	US POSTAL SERVICE							
	I-201308152480	US POSTAL SERVICE	R	8/20/2013		78.00CR	069042	78.00
0857	USA BLUEBOOK							
	I-117319	USA BLUEBOOK	R	8/20/2013		296.02CR	069043	296.02
3745	VALLEY AQUATIC SOLUTIONS							
	I-43801-IN	VALLEY AQUATIC SOLUTIONS	R	8/20/2013		13,294.50CR	069044	13,294.50
0274	VALLEY POPCORN CO INC.							
	C-17169	VALLEY POPCORN CO INC.	R	8/20/2013		39.83	069045	
	I-135807	VALLEY POPCORN CO INC.	R	8/20/2013		361.90CR	069045	
	I-137649	VALLEY POPCORN CO INC.	R	8/20/2013		166.10CR	069045	
	I-137933	VALLEY POPCORN CO INC.	R	8/20/2013		117.30CR	069045	605.47
0277	VAN'S FIRE & SAFETY INC							
	I-4050747	VAN'S FIRE & SAFETY INC	R	8/20/2013		223.95CR	069046	223.95
5892	VONBRIESEN & ROPER SC							
	I-8748	VONBRIESEN & ROPER SC	R	8/20/2013		2,696.42CR	069047	2,696.42
2645	WI DEPT OF JUSTICE CRIME INFO BUREA							
	I-T15447	WI DEPT OF JUSTICE CRIME INFO	R	8/20/2013		682.50CR	069048	682.50
0291	WI DEPT OF JUSTICE TIME MADISON							
	I-201308152481	WI DEPT OF JUSTICE TIME MADI	R	8/20/2013		14.00CR	069049	14.00
0300	ZARNOTH BRUSH WORKS INC							
	I-145006-IN	ZARNOTH BRUSH WORKS INC	R	8/20/2013		438.00CR	069050	
	I-145007-IN	ZARNOTH BRUSH WORKS INC	R	8/20/2013		377.30CR	069050	
	I-145054-IN	ZARNOTH BRUSH WORKS INC	R	8/20/2013		76.90CR	069050	892.20
1153	ZIGNEGO COMPANY INC							
	I-13-04 (1)	ZIGNEGO COMPANY INC	R	8/20/2013		97,906.75CR	069051	97,906.75

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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* * T O T A L S * *

	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	115	0.00	471,536.18	471,536.18
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	1	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	116	0.00	471,536.18	471,536.18

TOTAL ERRORS: 0

TOTAL WARNINGS: 0

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT
100	8/2013	101,336.92CR
201	8/2013	926.79CR
208	8/2013	144.09CR
301	8/2013	726.00CR
405	8/2013	345,081.65CR
601	8/2013	18,382.56CR
650	8/2013	4,938.17CR
=====		
ALL		471,536.18CR

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 20, 2013
DEPARTMENT: City Clerk-Treasurer
FROM: Shana Defnet
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 08-20-13 operator list (PDF)

CITY OF DE PERE - August 20, 2013

ITEM#	NAME	ADDRESS	CITY	ST	ZIP
TEMPORARY OPERATOR LICENSE APPLICATIONS					
1	OSHEFSKY, NECOLE L.	2053 SHADY LN.	GREEN BAY	WI	54313
PREVIOUSLY TABLED OPERATOR LICENSE APPLICATIONS					
1	MONTANYE, TIFFANY M.	226 E. ALLOUEZ AVE.	GREEN BAY	WI	54301
2	WILLEMS, NATHAN L.	602 MORRIS AVE.	GREEN BAY	WI	54304
3	WILLIAMS, MATTHEW D.	901 CLINTON ST., APT. #1	GREEN BAY	WI	54302
OPERATOR LICENSE APPLICATIONS FOR THE 2012-2014 LICENSING PERIOD					
1	ELWELL, ALEXANDRA G.	610 N. 9TH ST.	DE PERE	WI	54115
2	FLAUGER, IAN J.	1343 CAMELOT	ONEIDA	WI	54155
3	SPEJCHER, JOHN V.	218 S. BUCHANAN ST.	GREEN BAY	WI	54303
4	SWEENEY, HEATHER L.	6770 DEUSTER RD.	GREENLEAF	WI	54126
5	THORNTON, BRENDAN A.	1223 ROBIN ST.	DE PERE	WI	54115
6	THORPE, KARL A.	1725 WESTERN AVE. #4	GREEN BAY	WI	54303
7	WENDTLAND, ADAM J.	2883 MADRID DR.	GREEN BAY	WI	54311
8	WILLIAMS, BRENDA L.	127 S. WISCONSIN ST.	DE PERE	WI	54115

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: August 20, 2013

DEPARTMENT: Administration

FROM: Lawrence Delo

SUBJECT: Annual Performance Evaluation of City Administrator.
