Finance/Personnel Committee

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

Regular Meeting

Agenda

Tuesday, August 14, 2018 | **7:30 PM** | **De Pere City Hall Council Chambers**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **August 14, 2018** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

Call to Order

1. Roll Call
2. Approval of the Minutes of the July 10, 2018 Regular Meeting of the Finance/Personnel Committee.
3. Public Comment and announcements.
4. Fire Department Overtime and LifeQuest Services Billing Report for July, 2018.
5. Approval of July 2018 Police Overtime
6. Approval of $2,500 Donation from Wal-Mart to Police Department for Speed Sign on N Broadway*
7. Strategic Visioning and Branding - Brand Imagery *
8. Request to purchase fonts for the Strategic Visioning & Branding Initiative *
9. League of Wisconsin Municipalities Funding Request *
10. Consider Municipal Court Request for Funds to Replace Video Camera in Judge's Chamber.*
11. Recommendation to approve the 2019 Compensation Market Study/Review*
12. Consideration of Johnson Controls Quotation to Upgrade the Door Access Controllers *
13. Request of Ald. Hansen to consider adopting an ordinance allowing for towing/booting vehicles owned by habitual parking violators*
14. Consideration of Bid from Schenck SC for Water Rate Increase Application to the Public Service Commission of Wisconsin.*
15. Consideration of General Fund Transfer of $167,117 to Cable Access Fund to cover December 31, 2017 Deficit.*
16. Discuss the Status of the 2019 Budget
17. Future agenda items.
18. Consideration of Request of Virginia Huempfner for Deferment of Sidewalk Repair Assessments *

    PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(f), the Committee may convene in closed session for the purpose of considering

financial, medical, social or personal histories or disciplinary data of specific persons which, if discussed in public, would be likely to have a substantial adverse effect upon the reputation of any person referred to in such histories or data, or involved in such problems or investigations.
The Committee may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

19. Adjournment

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Virginia Huempfner

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 14, 2018**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Approval of the Minutes of the July 10, 2018 Regular Meeting of the Finance/Personnel Committee.**

ATTACHMENTS:

- July 10, 2018 DRAFT Minutes (DOCX)

Finance/Personnel Committee

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

Regular Meeting

Draft Minutes

Tuesday, July 10, 2018 **7:30 PM** **De Pere City Hall Council Chambers**

1. Call to Order. Alderperson Lueck, Vice-Chair, called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on Tuesday, July 10, 2018, at De Pere City Hall Council Chambers, 335 South Broadway Street, De Pere, Wisconsin 54115.

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

Also Present: City Administrator Lawrence Delo, City Attorney Judith Schmidt-Lehman, Finance Director Joe Zegers, Police Chief Derek Beiderwieden, Assistant Fire Chief Rich Annen, Human Resources Director Shannon Metzler, Representatives of Schenck SC, and Pat Finder-Stone (Board of Health).

2. Approval of the Minutes of the June 12, 2018, Regular Meeting of the Finance/Personnel Committee.

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

3. Public Comment and announcements.

None.

4. Fire Department Overtime and LifeQuest Services Billing Reports for June, 2018.

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

5. Approval of Police Overtime for June 2018.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Ryan Jennings, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Crevier, Jennings, Lueck, Nelson, Walsh

6. Approval of Donation from De Pere Christian Outreach to the Police Department K-9 Fund.*

Alderperson Jennings expressed appreciation for this generous donation.

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

7. Approve $250 donation from the Kress Inn and Bemis Conference Center in support of De Pere TV.*

Alderperson Crevier asked for clarification as to whether this is a donation or a purchase similar to an advertisement; Administrator Delo indicated that this is a sponsorship of the TV station under an established policy and that additional donations will be solicited from more sponsors. Similar to Wisconsin Public Television, this policy follows criteria for Public, Educational and Government (PEG) channels, and the sponsorship is not considered a donation. Aldeperson Crevier requested similar future items be titled to clarify this.

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

8. Approval of Updated Agreement with Bellin Health to conduct Health Assessments.*

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

9. Approval of Updated Funeral Leave Policy.*

Alderperson Crevier asked about verbiage modifications to which Human Resource Director Metzler advised that a language change was made to the domestic partner reference, due to a change in the law as of April 1, and the policy makes an effort to be more family-friendly by recognizing similar benefits for employees as well as their spouses. Alderperson Crevier requested that "in-law" also be added to the reference where sister-in-law is intended, to make that intention clearer.

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

10. Consideration of adopting an ordinance to create a Sustainability Commission (request of Ald. Nelson).*

Alderperson Nelson explained his recommendation for the creation of an advisory commission focused on implementing sustainability initiatives, consisting of seven members: an alderperson, a city staff member and five citizen members. The commission would endeavor to provide, among other initiatives, educational sessions promoting a sustainable way of life. Alderperson Crevier asked about what the city is currently doing, and Administrator Delo advised that the city has a sustainability team of city employees that functions for the city as a corporate entity, but not for the community as a whole, and the community has a similar organization, SEEDs, an external group that is not an official committee or commission. Alderperson Nelson added that his recommendation involves community members so that residents have a say, and the goal is for external community outreach, but also suggestions for city staff. Administrator Delo clarified that this new group would engage the community for guidance or initiatives and the city team would welcome input from the commission and there are no plans to dissolve the city group. Alderperson Nelson added that he wished to include a city staff member on the commission as a conduit to the both programs and not for competing interests. It is intended that the cost would be the same as other committees/commissions for administrative assistance and recording meetings. Alderperson Jennings indicated that he would like to see a small amount of funding to assist with outreach and for printing, etc. Administrator Delo indicated that funding requests would need to be added to the budget as part of the routine process. Alderperson Lueck commended Alderperson Nelson for bringing this item forward. City's sustainability team is not impacted, and Administrator Delo added that the Council does not take action on city's sustainability team and the city team does not report or provide recommendations to council.

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

11. Presentation of 2017 Preliminary Audit Management Letter and Financial Statements.*

Finance Director Joe Zegers introduced Scott Sternhagen and Dan Fochs of Schenck, who presented the 2017 Preliminary Management Communications Letter and Financial Statements to the Committee. Mr. Sternhagen shared the requirements of the management letter, provided an overview of the City's fund balances, implementations made as a result of the 2016 audit and suggested improvements/recommendations. Finance Director Zegers requested Committee approval to bring the required reporting forward to City Council. Mr. Sternhagen advised the Committee that the City's unassigned fund is in a good position and provided an overview analysis of the communications letter and city's financial statements. Alderpersons' questions were answered. Mr. Sternhagen further added that the comments and recommendations from the previous audit were adequately addressed by the City in 2017 audit year.

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

12. Consideration of Request of Virginia Huempfner for Deferment of Sidewalk Repair Assessments.*

City Attorney Judith Schmidt-Lehman advised the Committee that the application is not complete and needs to be verified under oath. Since the applicant was not present at the meeting, it was recommended that the Committee not act on the application and table the matter, so that the applicant can be instructed about the deficiency of the application and have an opportunity to verify the accuracy of the contents.

RESULT:	**TABLED [UNANIMOUS] Next: 8/14/2018 7:30 PM**
MOVER:	Casey Nelson, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Scott Crevier, Ryan Jennings, Larry Lueck, Casey Nelson
EXCUSED:	Michael J. Walsh

13. Update on Hope Lutheran Church v. City of De Pere Litigation.*

Alderperson Crevier made a Motion to go into closed session, seconded by Alderperson Nelson. Upon vote, motion carried unanimously.

Alderperson Nelson made a motion to reconvene in open session, seconded by Alderperson Crevier. Upon vote, motion carried unanimously.

Alderperson Nelson made a Motion to approve recommendation of legal counsel and to amend non-discrimination ordinance, seconded by Alderperson Jennings. Upon vote, Alderpersons Nelson and Jennings voted aye; Alderpersons Crevier and Lueck voted nay.

RESULT:	**TO COMMON COUNCIL WITH NO RECOMMENDATION**
MOVER:	Casey Nelson, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Casey Nelson, Ryan Jennings
NAYS:	Scott Crevier, Larry Lueck
EXCUSED:	Michael J. Walsh

14. Future agenda items.

None.

15. Adjournment.

Upon Motion of Alderperson Lueck, seconded by Alderperson Jennings, the Finance/Personnel Committee unanimously adjourned at 9:12 PM.

Respectfully submitted,
Angela Zills

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 14, 2018**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Fire Department Overtime and LifeQuest Services Billing Report for July, 2018.**

ATTACHMENTS:

- FIRE DEPT JULY 2018 OT REPORT (PDF)

DE PERE FIRE RESCUE
OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2017

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	219.75	184.50	154.50	147.00	184.75	75.00	132.00	78.00	51.00	100.25	54.00	168.00	1,548.7
EMS TRAINING	24.00	257.50	72.00	40.50	89.00	0.00	0.00	0.00	75.00	81.00	81.00	66.50	786.50
FIRE TRAINING	35.00	0.00	10.50	89.50	316.25	21.25	12.75	0.00	3.75	54.25	22.25	62.50	628.00
RESCUE CALLS	5.50	6.75	39.25	8.50	6.00	9.25	0.00	19.50	7.25	18.00	6.75	8.50	135.25
FIRE CALLS	0.00	0.00	8.75	0.00	0.00	0.00	6.00	0.00	1.25	0.00	0.00	14.50	30.50
MEETINGS	37.00	55.25	60.00	53.00	16.75	22.50	5.25	0.00	15.00	32.00	33.25	4.50	334.50
STAFFING REP.	34.50	0.00	0.00	72.00	99.75	72.00	64.25	0.00	20.25	11.00	85.50	36.00	495.25
MAINTENANCE	0.00	0.00	0.00	0.00	0.75	14.25	0.00	0.00	0.00	16.50	12.00	0.00	43.50
PUB. ED.	9.75	0.00	9.00	15.00	3.75	5.00	0.00	3.75	9.00	81.25	0.00	0.00	136.50
SPECIAL EVENTS	0.00	0.00	0.00	0.00	274.00	0.00	0.00	29.50	66.00	22.50	6.00	0.00	398.00
# FIRE RUNS	42.00	32.00	33.00	15.00	35.00	31.00	41.00	41.00	22.00	31.00	25.00	48.00	396.00
# EMS RUNS	174.00	163.00	172.00	178.00	187.00	180.00	170.00	182.00	161.00	180.00	151.00	204.00	2,102.0
DISPATCH ERRORS	2.00	5.00	7.00	7.00	0.00	6.00	4.00	1.00	1.00	3.00	4.00	1.00	41.00
TOTAL HRS.	365.50	504.00	354.00	425.50	991.00	219.25	220.25	130.75	248.50	416.75	300.75	360.50	4,536.7

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2018

REASON	Jan.*	Feb.**	Mar. ***	Apr.+	May++	June+++	July^	Aug.^^	Sept.^^^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	153.00	117.00	196.50	190.25	135.00	129.00	48.25						969.00
EMS TRAINING	79.50	31.50	98.00	67.00	61.50	17.75	0.00						355.25
FIRE TRAINING	21.75	31.50	24.00	18.00	94.25	16.00	18.50						224.00
RESCUE CALLS	17.00	6.75	16.50	10.50	4.00	10.75	4.50						70.00
FIRE CALLS	1.00	4.00	0.50	1.25	0.00	0.00	0.00						6.75
MEETINGS	30.25	41.25	10.50	12.75	3.75	5.50	4.25						108.25
STAFFING REP.	0.00	0.00	77.25	109.00	93.75	36.00	83.00						399.00
MAINTENANCE	26.50	6.75	0.00	0.00	0.00	0.00	0.00						33.25
PUB. ED.	13.50	0.00	17.75	0.75	14.25	6.00	6.00						58.25
SPECIAL EVENTS	58.75	0.00	0.00	0.00	211.50	0.00	0.00						270.25
# FIRE RUNS	39.00	35.00	31.00	47.00	38.00	39.00	46.00						275.00
# EMS RUNS	193.00	168.00	164.00	196.00	179.00	179.00	169.00						1,248.00
DISPATCH ERRORS	6.00	1.00	2.00	4.00	5.00	4.00	6.00						28.00
TOTAL HRS.	401.25	238.75	441.00	409.50	618.00	221.00	164.50	0.00	0.00	0.00	0.00	0.00	2,494.00

Special Events included in Overtime

Total Overtime Budget $95,000, Expenditures through August 2, 2018 $52,916, 56%

*Period: 12/30/17-01/26/18	+Period: 03/24/18-04/20/18	^Period: 06/30/18-07/27/18	#Period:
**Period: 01/27/18-02/23/18	++Period: 04/21/18-06/01/18	^^Period:	##Period:
***Period: 02/24/18-03/23/18	+++Period: 06/02/18-06/29/18	^^^Period:	###Period:

DE PERE FIRE RESCUE
JULY, 2018
***OVERTIME CAUSED BY SICK LEAVE**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
TOTAL	**0**	**0**

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

DE PERE FIRE RESCUE
STRUCTURAL FIRE "STILL" ALARMS FOR JULY 2018

Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
07/02/2018	1712 Patriot Way	Carbon monoxide detector activation, no CO	E121	Investigate	N/A
07/02/2018	2000 American Blvd.	Alarm system sounded due to malfunction	C102, E121	Restore fire alarm system	N/A
07/03/2018	3046 Conesta Drive (Village of Bellevue)	Dumpster fire	L111	Dispatched & Canceled en route	N/A
07/04/2018	1785 Grant Street (Town of Lawrence)	Building fire	L111	Dispatched & Canceled en route	N/A
07/05/2018	700 Heritage Road	Road freight or transport vehicle fire	C102, A111, E111, E121	Investigate	N/A
07/05/2018	956 Oakdale Avenue	Brush or brush/grass mixture fire	E111	Investigate	N/A
07/06/2018	1500 Arcadian Lane (Town of Ledgeview)	Smoke or odor removal	C102	Identify, analyze hazardous materials	N/A
07/07/2018	3627 Woods Edge Way (Village of Ashwaubenon)	Building fire	C102, L111	Dispatched & Canceled en route	N/A
07/07/2018	304 Main Avenue	Carbon monoxide detector activation, no CO	E121	Investigate	N/A
07/08/2018	2057 Bark River Court	Carbon monoxide detector activation, no CO	E111	Investigate	N/A
07/08/2018	1019 Coral Street, #6	Outside rubbish, trash or waste fire	E111, E121	Extinguishment by fire service personnel	N/A
07/09/2018	1205 S. Sixth Street	Outside equipment fire	A121, E111, E121	Investigate, fire out on arrival	N/A
07/09/2018	200 S. 9th Street	Smoke or odor removal	E121	Investigate	N/A
07/09/2018	60 Heuvel Court (Village of Bellevue)	Building fire	C102, L111	Extinguishment by fire service personnel	N/A
07/10/2018	1725 Burgoyne Court	Carbon monoxide incident due to malfunction	E111, E121	Investigate	N/A
07/11/2018	451 Joannes Avenue (Village of Ashwaubenon)	Building fire	C102, L111	Dispatched & Canceled en route	N/A

Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
07/12/2018	150 S. Fisk Street (City of Green Bay)	Building fire	E111	Extinguishment by fire service personnel, provide apparatus	N/A
07/13/2018	1700 Chicago Street	Carbon monoxide incident due to malfunction	E111, E121	Investigate	N/A
07/13/2018	1652 Cormier Road (Village of Ashwaubenon)	Building fire	L111	Dispatched & Canceled en route	N/A
07/16/2018	1712 Patriot Way	Carbon monoxide detector activation, no CO	E121	Investigate	N/A
07/17/2018	1645 Swan Road (Town of Ledgeview)	Steam, vapor, fog or dust thought to be smoke	C101, L111	Standby	N/A
07/19/2018	1635 Swan Road (Town of Ledgeview)	Possible fire	N/A	Dispatched & Canceled en route	N/A
07/21/2018	2580 S. Broadway (Village of Ashwaubenon)	Building fire	C102, L111	Ventilate	N/A
07/21/2018	753 Mollies Way	Smoke detector activation, no fire, unintentional	E121, L111	Investigate	N/A
07/23/2018	665 Grant Street	Smoke detector activation, due to malfunction	E111, E121	Investigate, restore fire alarm system	N/A
07/23/2018	1808 Ridgeway Blvd.	Sprinkler activation, no fire, unintentional	E111, E121	Investigate	N/A
07/24/2018	850 Morning Glory Lane	Cooking fire, confined to container	E111, E121	Ventilate	N/A
07/26/2018	226 N. 6th Street	Smoke or odor removal	E121	Investigate, hazardous materials leak control & containment	N/A

LIFEQUEST MEDICAL BILLING - 2018
MONTHLY REPORT

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE
CHARGES	163,001	141,019	158,773	158,639	108,551	146,882
PAYMENTS	52,987	64,975	69,435	71,073	84,800	53,162
CREDIT ADJUSTMENTS	56,314	62,390	63,653	60,363	70,069	59,250

	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
CHARGES	121,266					
PAYMENTS	67,954					
CREDIT ADJUSTMENTS	53,160					

Payments to LifeQuest	
Jan. 2018	2,588
Feb. 2018	2,935
March 2018	3,449
April 2018	3,896
May 2018	4,199
June 2018	2,444
July 2018	3,409
Aug. 2018	
Sept. 2018	
Oct. 2018	
Nov. 2018	
Dec. 2018	
Total Paid	$22,920

**See attached details

Attachment: FIRE DEPT JULY 2018 OT REPORT (7244 : Fire Department Overtime and LifeQuest Services Billing Report for July, 2018.)

City Of De Pere

Income and Expenditures
July 2018
All Phases

Charges		Billing	Collection	Total
Billing Charges / Collection Placements		$102,306.00	$18,959.76	$121,265.76
Other	+	$0.00	$0.00	$0.00
Subtotal of Charges		**$102,306.00**	**$18,959.76**	**$121,265.76**
Account Transfers		**$14,151.56**	**$4,808.20**	**$18,959.76**

Credit Summary				
Total Credits		**$119,097.77**	**$4,613.09**	**$123,710.86**
Less Adjustments	-	$53,148.48	$11.25	$53,159.73
Less Delinquent Closed Accounts Reconciliation	-	$0.00	$2,597.20	$2,597.20
Less Overpayments	-	$(1,458.19)	$(174.40)	$(1,632.59)
Gross Payments Received		**$67,407.48**	**$2,179.04**	**$69,586.52**
Plus Overpayment Returns	+	$(1,283.00)	$(174.40)	$(1,457.40)
Net Payments Received		**$66,124.48**	**$2,004.64**	**$68,129.12**
Less Payments Kept By Service	-	$0.00	$0.00	$0.00
Total Deposits Reconciliation		**$66,124.48**	**$2,004.64**	**$68,129.12**

Summary of Disbursement				
Total Deposits & Payments Kept By		$66,124.48	$2,004.64	$68,129.12
Plus Overpayment Refunds	+	$(175.19)	$0.00	$(175.19)
Gross Revenue		**$65,949.29**	**$2,004.64**	**$67,953.93**
LifeQuest Fee		$2,967.72	$441.02	$3,408.74
Plus Probate Fees	+	$0.00	$0.00	$0.00
Other / Fees		-	-	$0.00
Total Due LifeQuest **Check #** **EFT**		**$2,967.72**	**$441.02**	**$3,408.74**
Service Revenue		$62,981.57	$1,563.62	$64,545.19
Less Payments Kept By Service	-	$0.00	$0.00	$0.00
Less Service Payable	-	$0.00	$0.00	$0.00
Less Probate Fees	-	$0.00	$0.00	$0.00
Other / Fees		$0.00	$0.00	$0.00
Total Due Service **Check #** **EFT**		**$62,981.57**	**$1,563.62**	**$64,545.19**

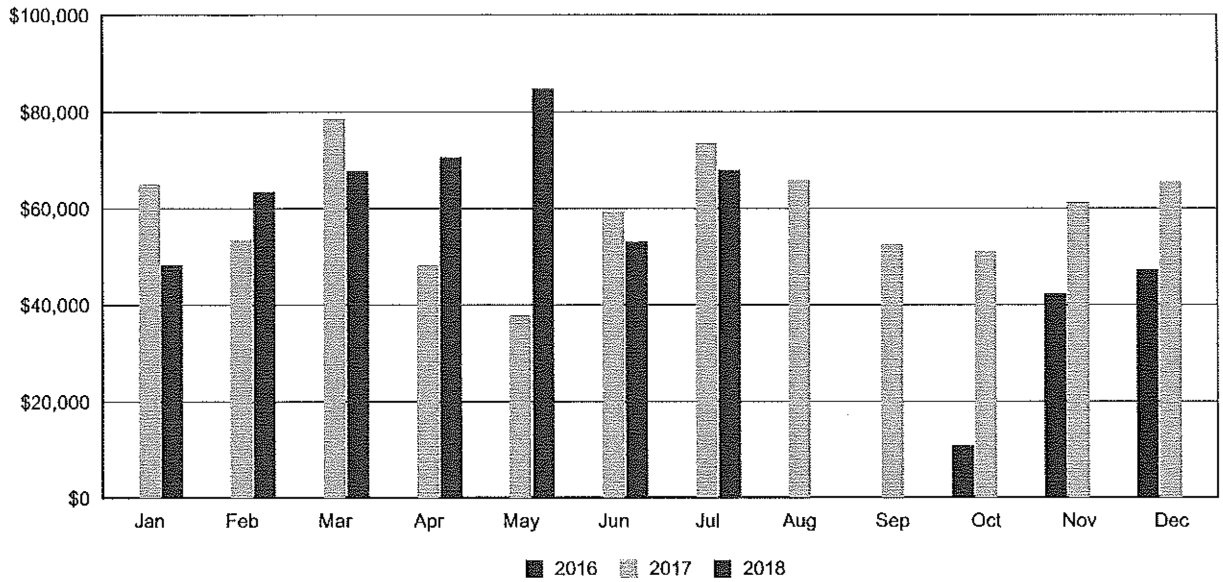
Messages:

Total Deposits EOM differ from bank statement by $144.21 due to 6/29 $1302.21 NHIC, 7/20 $174.40 ACH return, 7/11 $733.00 Returned deposited items and $275.00 ACH return now posted and 7/30 $733.00 ACH return, 7/18 $89.94 Unity and 7/19 $174.08 UHC of WI not posted eli 8-1-18

All Phases Gross Revenue

City of De Pere

January 2016 to July 2018



	2016	2017	2018
January	$0	$65,035	$48,362
February	$0	$53,532	$63,538
March	$0	$78,566	$67,787
April	$0	$48,367	$70,664
May	$0	$38,017	$84,800
June	$0	$59,532	$53,162
July	$0	$73,500	$67,954
August	$0	$65,845	$0
September	$0	$52,557	$0
October	$10,906	$51,374	$0
November	$42,469	$61,219	$0
December	$47,293	$65,635	$0
Total Gross Revenue	**$100,667**	**$713,180**	**$456,267**

City Of De Pere

Billing Summary

July 2018

Phase 1

Charges			
Billing Charges		$102,306.00	
Other	+	$0.00	
Subtotal of Charges			**$102,306.00**

Account Transfers			
Billing to Collections Transfer Total			**$14,151.56**

Credit Summary			
Total Credits		$119,097.77	
Less Adjustments	-	$53,148.48	
Less Overpayments	-	$(1,458.19)	
Gross Payments Received			**$67,407.48**
Plus Overpayment Returns	-	$(1,283.00)	
Net Payments Received			**$66,124.48**
Less Payments Kept By Service	-	$0.00	
Total Deposits Reconciliation			**$66,124.48**

Summary of Disbursement			
Total Deposits & Payments Kept By		$66,124.48	
Plus Overpayment Refunds	+	$(175.19)	
Gross Revenue			**$65,949.29**
LifeQuest Fee		$2,967.72	
Plus Probate Fees	+	$0.00	
Total Due LifeQuest **Check #** **EFT**			**$2,967.72**
Service Revenue		$62,981.57	
Less Payment Kept By Service	-	$0.00	
Less Service Payable	-	$0.00	
Less Probate Fees	-	$0.00	
Other / Fees	-	$0.00	
Total Due Service **Check #** **EFT**			**$62,981.57**

Messages:

Legend:

Charges - Other: Includes insurance interest, transaction fees, probate fees

Credit Summary - Less Overpayments: Includes recoupments, refunds, returns, service payables

Credit Summary - Plus Overpayment Returns: Includes NSF/bank returned type payments

Billing Reconciliation Summary

City of De Pere

For the month of July 2018

Beginning Balance of Accounts Receivables			**$243,555.12**
Total Charges entered for the Month		+	**$102,306.00**
Adjustments			
Intercept	$0		
Per Contract	$0		
Account Transfer Total	$14,151.56		
Other	$38,996.92		
Total Adjustments for the Month	**$53,148.48**	-	**$53,148.48**
Payments			
Cash	$23,502.36		
Contract Payments	$255.00		
Credit Card	$0		
Direct Deposit	$38,649.48		
Hospital	$0		
Insurance	$5,000.64		
Payment Kept By	$0		
Other	$0		
	$67,407.48	-	**$67,407.48**
Overpayment			
Recoupment	$0		
Refunds	$(175.19)		
Returns	$(1,283.00)		
Service Payable	$0		
Other	$0		
	$(1,458.19)	-	**$(1,458.19)**
Total for Reconciliation Summary			**$225,652.35**
Ending Balance of Accounts Receivables			**$225,652.35**

Messages:
Deleted dup call 252-18-00744 for $1111.00; NLP 7-17-18

Total Page : 1 of 1
Page : 1 of 1
Date : 08/01/2018
Time : 10:54:42

Receivables Distribution Report

Receivables Cash

All Companies **All Directories**

Charges	Aug 2017	Sep 2017	Oct 2017	Nov 2017	Dec 2017	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Totals
Aug 2017	2988	24116	14116	9411	2465	1410	1104	1155	2703	79	-185	0 $	5936
114510	2.6	21.1	12.3	8.2	2.2	1.2	1	1	2.4	0.1	-0.2	0 %	51.
Sep 2017		2844	20242	14852	8493	2815	1218	1060	296	50	5	50 $	5192
101010		2.8	20	14.7	8.4	2.8	1.2	1.1	0.3	0	0	0 %	51.
Oct 2017			0	19943	25613	8406	2790	3857	585	957	100	100 $	6235
115859			0	17.2	22.1	7.3	2.4	3.3	0.5	0.8	0.1	0.1 %	53.
Nov 2017				979	18831	13157	9760	2063	1973	525	154	1065 $	4850
97943				1	19.2	13.4	10	2.1	2	0.5	0.2	1.1 %	49.
Dec 2017					69	21625	21392	7998	5086	2150	1571	1068 $	6096
123951					0.1	17.4	17.3	6.5	4.1	1.7	1.3	0.9 %	49.
Jan 2018						2039	21972	19979	8938	7815	658	1125 $	6252
128091						1.6	17.2	15.6	7	6.1	0.5	0.9 %	48.
Feb 2018							3686	22577	13786	4931	4998	3485 $	5346
111110							3.3	20.3	12.4	4.4	4.5	3.1 %	48.
Mar 2018								4055	26786	17543	6347	5065 $	5979
118582								3.4	22.6	14.8	5.4	4.3 %	50.
Apr 2018									3445	36786	11277	7132 $	5864
125326									2.7	29.4	9	5.7 %	46.
May 2018										7957	24645	15251 $	4785
113240										7	21.8	13.5 %	42.
Jun 2018											4207	25686 $	2989
114068											3.7	22.5 %	26.
Jul 2018												4884 $	488
87596												5.6 %	5.

Averages	1st Mo	2nd Mo	3rd Mo	4th Mo	5th Mo	6th Mo	7th Mo	8th Mo	9th Mo	10th Mo	11th Mo	12th Mo
Extended	2.7	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>
Weighted	2.7	20.8	14.5	6.9	3.6	1.9	0.9	0.7	0.9	0.1	-0.1	0

Attachment: FIRE DEPT JULY 2018 OT REPORT (7244 : Fire Department Overtime and LifeQuest Services Billing Report for July, 2018.)

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Police**

FROM: **Derek Beiderwieden**

SUBJECT: **Approval of July 2018 Police Overtime**

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

Many of the training hours this month involved individual officer specialty specific training.

Miscellaneous OT of 9 total hours is comprised of 9 hours of Patrol fraction allotments.

Reimbursable Miscellaneous OT of 25 total hours is comprised of 9.5 hours for OWI Task Force and 15.5 hours for the Drug Task Force.

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

ATTACHMENTS:

- 2016 PD OT Report Summary (PDF)
- 2017 PD OT Report Summary (PDF)
- July 2018 PD OT Report (PDF)

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2016

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

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

NOTES:

* Period 01/02/2016 - 01/29/2016
**Period 1/30/2016 - 02/26/2016
***Period 02/27/2016 - 03/25/2016
+Period 3/26/2016 - 4/22/2016
++Period 4/23/2016 - 6/3/2016
^Period 6/4/2016 - 7/1/2016
#Period 7/2/2016 - 7/29/2016
##Period 7/30/2016 - 8/26/2016
^^Period 8/27/2016 - 9/23/2016
^^^Period 9/24/2016 - 10/21/2016
*+Period 10/22/2016 - 12/2/2016
*+*Period 12/3/2016 - 12/30/2016

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2017

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	12.00	64.75	39.50	24.75	23.50	15.00	38.00	37.00	18.00	32.75	4.00	23.00	332.25
OFFICER WORKED ON HOLIDAY	97.00	13.75		31.00	97.00	21.75	54.75	8.00	121.75	16.00	66.00	87.00	614.00
OFFICER FOR COURT	9.00	10.00	6.00	1.75	21.00	10.00	4.00	25.00	4.00	22.00	15.00	4.00	131.75
OFFICER TRAINING	207.00	65.50	36.00	39.00	241.75	60.25	16.50	46.75	259.25	203.00	51.25	97.00	1323.25
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	5.50	27.25	10.50	16.00	17.50	9.50	16.50	3.00	2.00	12.00	2.00	14.00	135.75
STAFFING LEVEL	63.00	22.50	39.25	39.50	199.50	74.00	66.50	97.50	130.50	209.50	98.00	69.00	1108.75
INVESTIGATION	37.50	44.50	43.50	36.50	73.75	24.50	47.00	26.25	23.50	108.50	28.50	57.50	551.50
HONOR GUARD FOR FUNERAL		2.00		11.00									13.00
SCHOOL LIAISON REIMBURSED	18.00	23.50	25.00	7.00	31.50	15.00		5.00	41.00	61.00	10.00	16.00	253.00
COMMUNITY RELATIONS					2.00			3.50	3.50	3.00			12.00
SPECIAL ASSIGNMENT		6.25					9.00						15.25
SPECIAL ASSIGNMENT REIMBURSED		6.25		18.50	219.50	13.00			8.00	29.50	29.00		323.75
MISCELLANEOUS	27.50	13.50	42.75	20.25	26.25	17.75	10.75	11.50	9.75	35.50	17.00	20.25	252.75
MISCELLANEOUS REIMBURSED	66.00	130.00	45.00	60.00	104.00	67.50	57.50	51.00	30.50	42.50	26.00	19.00	699.00
Gross OFFICER OVERTIME	542.50	429.75	287.50	305.25	1057.25	328.25	320.50	314.50	651.75	775.25	346.75	406.75	5766.00
SUBTOTAL REIMBURSED OVERTIME	(84.00)	(159.75)	(70.00)	(85.50)	(355.00)	(95.50)	(57.50)	(56.00)	(79.50)	(133.00)	(65.00)	(35.00)	(1275.75)
NET OFFICER OVERTIME	458.50	270.00	217.50	219.75	702.25	232.75	263.00	258.50	572.25	642.25	281.75	371.75	4490.25

Total Overtime Budget: **$145,000.00**
Expenditures through 1/02/2018 **$182,422.00**
Percent of Total Budget: **125.81%**

01/02/2018
Report Date

NOTES:

* Period 12/31/2016 - 1/27/2017
**Period 1/28/2017 - 2/24/2017
***Period 02/25/2017 - 3/24/2017
+Period 03/25/2017 - 4/21/2017
++Period 4/22/2017 - 6/02/2017
^Period 6/03/2017 - 6/30/2017
#Period 7/1/2017 - 7/28/2017
##Period 7/29/2017 - 8/25/2017
^^Period 8/26/2017 - 9/22/2017
^^^Period 9/23/2017 - 11/3/2017
*+Period 11/4/2017 - 12/1/2017
*+*Period 12/2/2017- 12/29/2017

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2018

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	41.50	19.50	10.00	15.50	23.00	14.00	20.00						143.50
OFFICER WORKED ON HOLIDAY	105.75	8.00	12.00	42.00	98.25	22.00	70.50						358.50
OFFICER FOR COURT	4.00	14.00	13.00	12.00	18.00	12.00	23.50						96.50
OFFICER TRAINING	82.00	122.00	71.75	140.00	277.00	164.75	104.50						962.00
OFFICER RELIEF FOR FUNERAL			4.50										4.50
OFFICER ATTEND MEETING	10.50		3.50	15.00	0.50		7.50						37.00
STAFFING LEVEL	68.00	51.25	97.75	61.50	87.50	92.00	83.00						541.00
INVESTIGATION	50.75	77.00	82.25	87.50	40.75	27.50	39.00						404.75
HONOR GUARD FOR FUNERAL						15.50							15.50
SCHOOL LIAISON REIMBURSED	12.50	25.50	10.00	19.00	33.75	27.50							128.25
COMMUNITY RELATIONS						1.50							1.50
SPECIAL ASSIGNMENT						6.50							6.50
SPECIAL ASSIGNMENT REIMBURSED		17.50	9.50		212.75		26.50						266.25
MISCELLANEOUS	16.00	19.00	10.75	25.75	35.00	10.75	9.00						126.25
MISCELLANEOUS REIMBURSED	33.00	41.50	79.00	20.00	32.50	23.50	25.00						254.50
Gross OFFICER OVERTIME	424.00	395.25	404.00	438.25	859.00	417.50	408.50	0.00	0.00	0.00	0.00	0.00	3346.50
SUBTOTAL REIMBURSED OVERTIME	(45.50)	(84.50)	(98.50)	(39.00)	(279.00)	(51.00)	(51.50)	0.00	0.00	0.00	0.00	0.00	(649.00)
NET OFFICER OVERTIME	378.50	310.75	305.50	399.25	580.00	366.50	357.00	0.00	0.00	0.00	0.00	0.00	2697.50

Total Overtime Budget:	**$150,000.00**
Expenditures through 08/03/2018	**$95,241.53**
Percent of Total Budget:	**63.49%**

NOTES:

* Period 12/30/2017 - 1/26/2018
**Period 1/27/2018 - 2/23/2018
***Period 2/24/2018 - 3/23/2018
+Period 3/24/2018 - 4/20/2018
++Period 4/21/2018 - 6/1/2018
^Period 6/2/2018 - 6/29/2018
#Period 6/30/2018 - 7/27/18
##Period
^^Period
^^^Period
*+Period
*+*Period

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 14, 2018**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Approval of $2,500 Donation from Wal-Mart to Police Department for Speed Sign on N Broadway***

On behalf of the city, the police department has solicited grants and donations to fund a permanent speed detection warning sign for placement on North Broadway near Randall or Ridgeway similar to what is on the Claude Allouez Bridge. The Wal-Mart Corporation has agreed to fund part of the sign in the amount of $2,500. The total costs for a sign are about $4,000. At the time of purchase the police department will come back to the council with more details about the sign, installation and the actual costs.

Please recommend accepting this donation and forward it to the city council for final approval. Thank you.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 14, 2018**
DEPARTMENT:	**Planning**
FROM:	**Kimberly Flom**
SUBJECT:	**Strategic Visioning and Branding - Brand Imagery ***

Staff will present a summary of the Strategic Visioning and Branding Initiative that will include the recommended brand imagery for the City of De Pere.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Planning**

FROM: **Kimberly Flom**

SUBJECT: **Request to purchase fonts for the Strategic Visioning & Branding Initiative ***

ATTACHMENTS:

- FP Memo Font Purchase 8-2018 (DOCX)

City of De Pere
MEMORANDUM

To: Finance & Personnel Committee
From: Kimberly Flom, Economic Development & Planning Director
Date: August 14, 208

RE: **Font Purchase for Strategic Visioning and Branding Initiative ***

The work of the Strategic Visioning and Branding Initiative is reaching completion. The brand imagery selected by the Steering Committee utilizes two font families recommended by the consultant team as detailed below. We request that these fonts be purchased in order to effectively implement the brand initiative.

Klim Type Foundry
National 2 Font Family (Regular, Narrow, Condensed and Compressed)
This is the sans serif font found in the ad headlines and body copy.
This is an extremely versatile set of fonts with a classic ease and modern sensibility.
The fonts may be viewed here: https://klim.co.nz/retail-fonts/national-2/

License for 3 desktop computers: Print/Desktop Fonts (64 fonts total): $1,400
License for up to 20,000 monthly views: Web Fonts (64 fonts total): $1,400
Total: $2,800

Grilli Type
GT Sectra Font Family (Regular, Fine, Display)
This is the serif font used for the 3rd version of the visual ID logo.
This is an extremely versatile set of fonts that will provide excellent readability and character to the visual ID.

This font family is also an excellent complement to the visual brand and can be used in so many ways, not to mention as the body of official letters from the City and body copy within newsletters and other print publications. The fonts may be viewed here: https://www.grillitype.com/typeface/gt-sectra

License for 3 desktop computers: Print/Desktop Fonts (30 fonts total): $1,350
License for up to 50,000 monthly views: Web Fonts (30 fonts total): included
Total: $1,350

Funds for the font purchase were not included in the scope of the Strategic Visioning and Branding Initiative project. We request using **$4,150** from unassigned reserves for the purchase of the fonts.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 14, 2018**
DEPARTMENT:	**Administration**
FROM:	**Lawrence Delo**
SUBJECT:	**League of Wisconsin Municipalities Funding Request ***

ATTACHMENTS:

- Dark Store and Walgreens Reversal Appeal 06-26-18 (PDF)

LEAGUE OF WISCONSIN MUNICIPALITIES

131 W. Wilson St., Suite 505
Madison, Wisconsin 53703
phone (608) 267-2380; (800) 991-5502
fax: (608) 267-0645
league@lwm-info.org; www.lwm-info.org

June 22, 2018

Wisconsin Mayors, City Managers,
Village Presidents and Administrators

Good afternoon:

This letter is being sent on behalf of the Board of Directors of the League of Wisconsin Municipalities, asking for your city or village's support for a campaign to keep the Dark Store and Walgreens tax shift in front of candidates for the Governorship and Legislature this year.

As you know, the Dark Store and Walgreens loopholes in Wisconsin tax law are slowly but surely shifting the share of property taxes paid by commercial properties onto home owners, renters, independent businesses and manufacturers. We estimate that communities affected by these shifts will see property tax bills for homeowners and others increase by an average of 8%; significantly more in some communities.

The League worked with a huge bipartisan majority within the Legislature to craft a fair solution to this tax scheme. Unfortunately, we were not able to convince legislative leaders to put the bills up for a vote. After reviewing the impact of this tax shift on the residents and independent businesses of Wisconsin, the League Board has directed us to implement an issue advocacy campaign to insure that this problem is discussed and addressed by the Legislature. You are a key part of that effort.

Your city or village has already started to receive regular updates on this challenge, and will also receive a toolkit of resources that you can use at the local level. Those tools will include an explanatory video that can be shown at municipal meetings and meetings of civic organizations. The League, in collaboration with the Wisconsin Counties Association, has drafted language that you can use to put this to an advisory vote in August or November. We will also provide you with background information that will be helpful when legislative and gubernatorial candidates ask about issues impacting your community.

We can't do this without your help. The Board has authorized a withdrawal of $75,000 from League reserves for this effort. We are partnering with the Wisconsin Counties Association, Wisconsin Towns Association, League of Wisconsin Municipal Mutual Insurance and others. But we also need your support. We realize that resources are limited, but please consider contributing what seems reasonable, based on the impact that this tax shift will have on your community, and what it will cost to fight the steady stream of big box and Walgreens tax appeals that have begun throughout the state.

(continued)

Every city and village is different and we do not presume to know what is a reasonable amount for you to contribute. We are hoping that every community will consider $1,200 to be a minimum contribution to this important effort. Please make out checks to League of Wisconsin Municipalities-Dark Store Elimination. Checks can be mailed to the League at 131 West Wilson Street, Suite 505, Madison, WI 53703.

Thank you for stepping up to protect Wisconsin taxpayers.

Sincerely,

Jerry Deschane
Executive Director

P.S., if you want someone from the League to come to your community to discuss this further, don't hesitate to call me at 608-347-1792 or email jdeschane@lwm-info.org.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 14, 2018**
DEPARTMENT:	**Municipal Court**
FROM:	**Vickie Lambert**
SUBJECT:	**Consider Municipal Court Request for Funds to Replace Video Camera in Judge's Chamber.***

ATTACHMENTS:

- Municipal Court request (PDF)

DE PERE/LEDGEVIEW MUNICIPAL COURT

REQUEST FOR FINANCE/ PERSONNEL COMMITTEE

MEETING DATE: August 14, 2018

DEPARTMENT: Municipal Court

FROM: Judge David Matyas/ Court Clerk Vickie Lambert VL DGM

RE: Request of funds to replace video camera in Judge's chamber *

Due to the fact the video camera in the Judge's chambers has totally become dysfunctional, a replacement is necessary.

When an individual is arrested on a De Pere warrant they are brought to the Brown County Jail. They must now either post the bond on the warrant or appear before the Judge.

In the past the De Pere Police Department went to the Brown County Jail to retrieve the prisoner and bring them before the Judge and then return them to the Jail. This had a significant cost to the Police Department for their Officer's time and fuel and wear and tear on the squad car.

The original camera was bought by Police Department to bring down their operating costs.

The original cost for the camera to be up and running is $1760.36 (See attached estimate)

The Municipal Court would pay $500 that is left in their capital account and the Police Department has generously given the court $500 towards this project.

The balance needed to be approved is $760.36.

For next year the Court is budgeting to replace the camera at the jail by the advice of the IT Administrator Steve Massey.

The Court is asking for you to approve the $760.36 funding available as soon as possible.

CDW·G

Quote # 1BVWDVX

Edit

Description: POLYCOM REALPRESENCE DEBU

Status: Open

Requested By: STEVE MASSEY

Customer Notes:

Created Date: 07/24/18

Expiration Date: 10/27/18

Ship to:

CITY OF DE PERE
ATTN:STEVE MASSEY
335 S BROADWAY
DE PERE , WI 54115-2593

Billed to:

CITY OF DE PERE
ATTN: ACCTS PAYABLE
335 S BROADWAY
DE PERE , WI 54115-2593
(920) 339-4050

Shipping method:

Drop Ship Ground

Payment method:

Select payment method during checkout.

Quote Summary

Subtotal	$1,760.36
*US Tax	$0.00
Shipping	$0.00
Grand Total	**$1,760.36**

*Tax may change if this quote is amended by your account manager.

Product Details

Edit/Add

Item		Availability	Price	Quantity	Item Total
	Polycom RealPresence Debut - video conferencing device MFG Part: 7230-60888-001 CDW Part: 4585516 UNSPSC: 45111902	In Stock Ships same day if ordered before 4pm CT	$1,594.65 Pricing Option Applied: WCA SERVICES INCORPORATED	1	$1,594.65
	POLYCOM 1YR TOTAL COVER RP DEBUT MFG Part: 4870-69725-160 CDW Part: 3979840 UNSPSC: N/A Electronic distribution - NO MEDIA	In Stock Ships same day if ordered before 4pm CT	$165.71 Pricing Option Applied: WCA SERVICES INCORPORATED	1	$165.71

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City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 14, 2018**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Recommendation to approve the 2019 Compensation Market Study/Review***

ATTACHMENTS:

- Market Study Results to Finance and Council (DOCX)
- DRAFT 2019 PAY GRADES 7-16-18 for employees (XLSX)

Memo City of De Pere

To: Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
Re: Recommendation to approve the 2019 Compensation Market Study/Review
Date: August 14, 2018

As approved by the City Council earlier this year, the City hired Carlson Dettmann Consulting LLC to conduct a compensation market study/review. The consultant compared our positions to the job market, as well as individually reviewed positions that had a substantial change to their job since the last full compensation study was completed 5 years ago.

The attached document identifies the changes being recommended to the City's pay plan. Positions that were identified as being 5% or more below the market rate will be moving up one pay grade, as well as those positions that the consultant recommended a higher grade due to job changes. There are three positions that are increasing two pay grades. The attached document includes a 2.25% (which will be included in the budget) increase to the entire pay plan as we do each year for cost of living/market purposes.

<u>Option A</u>
For those employees that are increasing in pay grade, the question is where on the pay plan they should be slotted. I'm recommending that the employees be placed at the closest step without a pay decrease. (i.e. If an employee is at step 5 of grade K, they may move to step 3 of grade L, as step 3 is above their current rate of pay). There is one employee that I'm recommending starting at step 2 versus starting over at step 1 based on years of service. For those that are done stepping (beyond step 6), they would receive a .5% increase in pay. With this option, the cost of implementing the pay study is around $40,000 with benefits.

<u>Option B</u>
Another option is to keep employees at the same step/percentage on the pay scale where they are at now in the new pay grade (i.e. If an employee is at step 5 of grade K, that they would be place at step 5 of grade L in the new pay grade). That would cost approximately $130,000 with benefits.

As mentioned, I am recommending option A. If approved, funding to implement the market study/review will be put into the 2019 budget. If approved as part of the budget, the new pay plan will be effective on January 1, 2019.

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

Thank you.

UPDATED 8/1/2018

2019 GRADE ORDER LIST - PROPOSED
2.25% INCREASE

(Employees advance on pay scale one step per year of service if meeting expectations. Step 6 is equal to the market rate (avg. rate) for the position. Employees may advance beyond step 6 through pay for performance.)

GRADE	JOB TITLE		DEPARTMENT	FLSA	Minimum 87.5% Step 1	90.0% Step 2	92.5% Step 3	95.0% Step 4	97.5% Step 5	Control Point 100.0% Step 6		120.0% Maximum
U	CITY ATTORNEY/ASSISTANT CITY ADMINISTRATOR		CITY ATTORNEY	E	$48.62	$50.01	$51.41	$52.79	$54.19	$55.56	è	$66.69
					$101,129.60	$104,020.80	$106,932.80	$109,803.20	$112,715.20	$115,564.80		$138,715.20
T	DEVELOPMENT SERVICES DIRECTOR		DEVELOPMENT SERVICES	E	$47.02	$48.22	$49.46	$50.73	$52.03	$53.36	è	$64.03
	PUBLIC WORKS DIRECTOR		PUBLIC WORKS	E	$97,801.60	$100,297.60	$102,876.80	$105,518.40	$108,222.40	$110,984.02		$133,182.40
S	~~DEVELOPMENT SERVICES DIRECTOR~~		DEVELOPMENT SERVICES	E	$44.68	$45.96	$47.24	$48.50	$49.79	$51.06	è	$61.28
	FINANCE DIRECTOR		FINANCE	E	$92,934.40	$95,596.80	$98,259.20	$100,880.00	$103,563.20	$106,204.80		$127,462.40
	FIRE CHIEF		FIRE	E								
	POLICE CHIEF		POLICE	E								
	~~PUBLIC WORKS DIRECTOR~~		PUBLIC WORKS	E								
	HUMAN RESOURCES DIRECTOR		HUMAN RESOURCES	E								
	CITY ENGINEER		PUBLIC WORKS	E								
R	~~CITY ENGINEER~~		PUBLIC WORKS	E	$41.72	$42.90	$44.10	$45.29	$46.47	$47.67	è	$57.20
	PARKS, REC & FORESTRY DIRECTOR		PARKS, REC & FORESTRY	E	$86,777.60	$89,232.00	$91,728.00	$94,203.20	$96,657.60	$99,153.60		$118,976.00
	~~H-R DIRECTOR~~		HUMAN RESOURCES	E								
	INFORMATION TECHNOLOGY DIRECTOR		INFORMATION TECHNOLOGY	E								
Q	HEALTH OFFICER/DIRECTOR		HEALTH	E	$39.74	$40.87	$41.99	$43.14	$44.26	$45.42	è	$54.49
	POLICE CAPTAIN		POLICE	E	$82,659.20	$85,009.60	$87,339.20	$89,731.20	$92,060.80	$94,473.60		$113,339.20
P	~~HEALTH OFFICER/DIRECTOR~~		HEALTH	E	$37.75	$38.83	$39.92	$40.99	$42.08	$43.15	è	$51.77
	~~INFORMATION TECHNOLOGY ADMIN.~~		INFORMATION TECHNOLOGY	E	$78,520.00	$80,766.40	$83,033.60	$85,259.20	$87,526.40	$89,752.00		$107,681.60
	~~POLICE CAPTAIN~~		POLICE	E								
	ASSISTANT FIRE CHIEF		FIRE	E								
O	~~ASS'T FIRE CHIEF & INSPECTION~~		FIRE	E	$35.78	$36.81	$37.82	$38.84	$39.88	$40.89	è	$49.08
	ASSISTANT CITY ENGINEER		PUBLIC WORKS	E	$74,422.40	$76,564.80	$78,665.60	$80,787.20	$82,950.40	$85,051.20		$102,086.40
N	~~ASS'T CITY ENGINEER~~		PUBLIC WORKS	E	$33.81	$34.79	$35.75	$36.73	$37.68	$38.64	è	$46.37
	STREET SUPERINTENDENT		PUBLIC WORKS	E	$70,324.80	$72,363.20	$74,360.00	$76,398.40	$78,374.40	$80,371.20		$96,449.60
M	CLERK/TREASURER		FINANCE	E	$31.85	$32.73	$33.66	$34.57	$35.48	$36.38	è	$43.66
	MAINTENANCE SUPERVISOR		PUBLIC WORKS	E	$66,248.00	$68,078.40	$70,012.80	$71,905.60	$73,798.40	$75,670.40		$90,812.80
	PARK SUPERINTENDENT/CITY FORESTER		PARKS, REC & FORESTRY	E								
	RECREATION SUPERINTENDENT		PARKS, REC & FORESTRY	E								
	STAFF ATTORNEY		CITY ATTORNEY	E								
L	WATER DEPARTMENT SUPERVISOR		PUBLIC WORKS	E	$29.87	$30.72	$31.56	$32.43	$33.27	$34.12	è	$40.95
	GIS MANAGER/PROJECT MANAGER		DEVELOPMENT SERVICES	E	$62,129.60	$63,897.60	$65,644.80	$67,454.40	$69,201.60	$70,969.60		$85,176.00
	SENIOR PLANNER		DEVELOPMENT SERVICES	E								
	SENIOR BUILDING INSPECTOR		DEVELOPMENT SERVICES	E								
K	~~GIS COORDINATOR~~		DEVELOPMENT SERVICES	E	$27.87	$28.69	$29.47	$30.28	$31.07	$31.88	è	$38.24
	PUBLIC HEALTH NURSE		HEALTH	E	$57,969.60	$59,675.20	$61,297.60	$62,982.40	$64,625.60	$66,310.40		$79,539.20
	~~PLANNER II~~		DEVELOPMENT SERVICES	E								
	~~SR. BUILDING INSPECTOR~~		DEVELOPMENT SERVICES	E								
	SANITARIAN		HEALTH	E								
J	BUSINESS MANAGER		POLICE	E	$25.92	$26.65	$27.38	$28.14	$28.87	$29.61	è	$35.53

Attachment: DRAFT 2019 PAY GRADES 7-16-18 for employees (7252 : Recommendation to approve the

					Minimum					Control Point		
					87.5%	90.0%	92.5%	95.0%	97.5%	100.0%		120.0%
GRADE	**JOB TITLE**		**DEPARTMENT**	**FLSA**	**Step 1**	**Step 2**	**Step 3**	**Step 4**	**Step 5**	**Step 6**		**Maximum**
	~~SANITARIAN~~		HEALTH	E	$53,913.60	$55,432.00	$56,950.40	$58,531.20	$60,049.60	$61,588.80		$73,902.40
	BUILDING INSPECTOR		DEVELOPMENT SERVICES	NE								
	RECREATION SUPERVISOR		PARKS, REC & FORESTRY	E								
	HUMAN RESOURCES GENERALIST		HUMAN RESOURCES	E								
	ENGINEER SENIOR TECHNICIAN		PUBLIC WORKS	NE								
	MAINTENANCE SPECIALIST		PUBLIC WORKS	NE								
I	~~ENGINEER SENIOR TECHNICIAN~~		PUBLIC WORKS	NE	$23.94	$24.61	$25.30	$25.99	$26.66	$27.34	è	$32.82
	~~HUMAN RESOURCE GENERALIST~~		HUMAN RESOURCES	E	$49,795.20	$51,188.80	$52,624.00	$54,059.20	$55,452.80	$56,867.20		$68,265.60
	COMMUNICATIONS SPECIALIST/ADMINISTRATIVE ASSISTANT		ADMINISTRATION	E								
	PAYROLL SPECIALIST		FINANCE	NE								
	MECHANIC		PUBLIC WORKS	NE								
	PARALEGAL		CITY ATTORNEY	NE								
H	~~PARALEGAL~~		CITY ATTORNEY	NE	$21.96	$22.60	$23.23	$23.85	$24.48	$25.10	è	$30.11
	~~MECHANIC~~		PUBLIC WORKS	NE	$45,676.80	$47,008.00	$48,318.40	$49,608.00	$50,918.40	$52,208.00		$62,628.80
	~~PAYROLL SPECIALIST~~		FINANCE	NE								
	~~MAINTENANCE SPECIALIST~~		PARKS, REC & FORESTRY	NE								
	ENGINEER TECHNICIAN		PUBLIC WORKS	NE								
	*DPW EQUIPMENT OPERATOR		PUBLIC WORKS	NE								
	WATER DEPARTMENT MAINTENANCE WORKER		PUBLIC WORKS	NE								
	GIS TECHNICIAN		DEVELOPMENT SERVICES	NE								
	ARBORIST		PARKS, REC & FORESTRY	NE								
	DEPUTY CLERK		FINANCE	NE								
	VIDEO PRODUCTION/IT SUPPORT SPECIALIST		INFORMATION TECHNOLOGY	NE								
G	ACCOUNTS PAYABLE CLERK		FINANCE	NE	$19.98	$20.56	$21.12	$21.71	$22.27	$22.84	è	$27.41
	ADMINISTRATIVE ASSISTANT (Fire, Dev Services, PRF, PW)		VARIOUS	NE	$41,558.40	$42,764.80	$43,929.60	$45,156.80	$46,321.60	$47,507.20		$57,012.80
	MAINTENANCE TECHNICIAN		PARKS, REC & FORESTRY	NE								
	COMMUNITY CENTER ACTIVITY COORD		PARKS, REC & FORESTRY	NE								
	COMMUNITY CENTER-ACTIVITY/OUTREACH COORD		PARKS, REC & FORESTRY	NE								
	~~DEPUTY CITY CLERK~~		FINANCE	NE								
	**LEAD ARBORIST		PARKS, REC & FORESTRY	NE								
	MUNICIPAL COURT CLERK		MUNICIPAL COURT	NE								
	DPW MAINTENANCE WORKER		PUBLIC WORKS	NE								
	~~VIDEO PRODUCTION & MARKETING COORD~~		INFORMATION TECHNOLOGY	NE								
	PARKS MAINTENANCE WORKER		PARKS, REC & FORESTRY	NE								
F	OFFICE ASSISTANT (PRF, Police, Health, HR, PW)		VARIOUS	NE	$18.02	$18.53	$19.05	$19.56	$20.08	$20.58	è	$24.69
	~~PARKS MAINTENANCE WORKER~~		PARKS, REC & FORESTRY	NE	$37,481.60	$38,542.40	$39,624.00	$40,684.80	$41,766.40	$42,806.40		$51,355.20
	~~ARBORIST~~		PARKS, REC & FORESTRY	NE								
E	vacant				$16.53	$17.00	$17.47	$17.96	$18.43	$18.90	è	$22.68
D	vacant				$15.32	$15.76	$16.19	$16.63	$17.07	$17.49	è	$20.99
C	vacant				$14.18	$14.58	$14.98	$15.39	$15.80	$16.20	è	$19.45
B	vacant				$13.13	$13.51	$13.89	$14.25	$14.62	$15.00	è	$18.01
Non-Graded Positions												
	CITY ADMINISTRATOR		ADMINISTRATION	E	$ 132,620							

*DPW Leadperson receives $1.00/hour additional over current rate of pay

** Arborist position now requires an associate degree/cert. = increased pay grade, current Lead Arboririst does not meet min. qualifications so will be left at current grade

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 14, 2018**
DEPARTMENT:	**Information Technology**
FROM:	**Steve Massey**
SUBJECT:	**Consideration of Johnson Controls Quotation to Upgrade the Door Access Controllers ***

ATTACHMENTS:

- De Pere CCure SSA 7-26-2018 (PDF)
- De Pere Door Access Controller Upgrade with MSC Readers 6-18-2018 (PDF)
- Mayor & Finance - Approval of Johnson Controls Quotation to Upgrade the Door Access Controllers (DOCX)

1941 Holmgren Way
GREEN BAY, WI 54304-4514
(920) 494 8741
FAX: (920) 494 6276

Johnson Controls Quotation

TO:
De Pere City Hall
335 S Broadway
DE PERE, WI 54115-2526

Project: De Pere CCure SSA
Customer Reference:
Johnson Controls Reference: 381402913
Date: 07/26/2018

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
	De Pere CCure SSA	
1	CC9000-NSSA1	CC9000 Ser N 1 Yr SSA Std

Total net selling price, FOB shipping point, $1,588.00

Comments

This quote is to extend the City of De Pere CCure 9000 Software Service Agreement another year. The quote assumes the existing agreement will not expire before renewal. Reinstatement fee for expired SSA is an additional $300.

To proceed with the SSA, please send a PO and signed copy of this proposal to scott.nielson@jci.com

Sincerely
Scott Nielson
920-883-9309 Cell

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.

TERMS AND CONDITIONS (Rev. 4/18)

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to the company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines tha repairs are recommended, repair charges will be submitted fo approval prior to any work. Should such repair work be declinec Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT COMPONENTS OR PARTS THAT ARE BELOW GRADE BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish al necessary facilities for performance of its work by Company adequate space for storage and handling of materials, light water, heat, heat tracing, electrical service, local telephone watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shal supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repai work be declined Company shall be relieved from any and al liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement
- Provide a safe work environment, in the event of ar emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Excavation. In the event the Work includes excavation Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water quicksand, rock or other unforeseen condition or obstructior encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by It or resulting from the excavatior in proximity thereto, or for damage resulting from concealec piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation requirec hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection a the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

19. Backcharges. No charges shall be levied against Company unless seventy-two (72) hours prior written notice is given to Company to correct any alleged deficiencies which are alleged to necessitate such charges and unless such alleged deficiencies are solely and directly caused by Company.

20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial us or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's soles liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at

Customer's premises or unavailability of parts.

26. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person**,** business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing compete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, les an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd. Austin, 78752-4422, 512-424-7710.License numbers available at www.jci.com or contact your local Johnson Controls office.

IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.**

Offered By:	Accepted By: (Customer)
Johnson Controls Fire Protection LP License#:	
1941 Holmgren Way GREEN BAY, WI 54304-4514	Company:
Telephone: (920) 494 8741	Address:
Representative:	Signature:
	Title:
	P.O.#: Date:

Fire, Security, Communications, Sales & Service
Offices & Representatives in Principal Cities throughout North America

1941 Holmgren Way
GREEN BAY, WI 54304-4514
(920) 494 8741
FAX: (920) 494 6276

Johnson Controls Quotation

TO:
De Pere City Hall
335 S Broadway
DE PERE, WI 54115-2526

Project: City of De Pere ISC to IStar
Customer Reference:
Johnson Controls Reference: 381402913
Date: 06/18/2018

Johnson Controls is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
	City of De Pere ISC to IStar	
3	USTAR-AP-ISC-1	ISC-USTAR SE KIT,GCM,ACM
1	USTAR-AP-ISC-2	ISC-USTAR SE KIT,GCM,2 ACM
4	STAR-AP-ISC-APS	ISC-ISTAR APS ON ISC MTG PLATE
3	RM-CAN	CAN RM-4 INPUT/OUTPUT BRDS
3	AS0073-CSI	I8 EIGHT INPUT MODULE CONFIGU
3	AS0074-000	AS0074-000 RM OUTPUT FINL ASSY
4	STAR-BAT	BATTERY PACK ISTAR I
50	GI-6644	ADI EOL RESISTORS FOR ISTAR
	MSC - 2 Doors Added:	
2	920PTNNEK00000	RDR, RP40, MULTICLASS, SE REV
2	T.REX-LT	T-REX NO PIEZO
2	1045W-N-SS	INDUS SURF MNT CONT W/WIRE LEA
1	USTAR008	ISTAR ULTRA,8 RDRS,W/ ENCL
1	PSX-150-E1	PSX 150W PSU W/E1 ENCL,14x12
1	AL600ULX	12VDC OR24VDC AT 6AMP UL LISTE
2	2081-9274	BATTERY 10AH
	PM LAB	PROJECT/CONSTRUCTION MGMT
	TECH LAB	TECHNICAL SERVICE
	De Pere MSC 2 Dr Add	
	DPINSTAL	FAITH CABLE - INSTALL
	DPSUB	LA FORCE STRIKE INSTALL

Total net selling price, FOB shipping point, $37,339.00

Comments

This quote is to upgrade the existing obsolete ISC cabinets (the legacy ISecure Access Control controllers), to CCure 9000 IStar Ultra SE controllers. This is done in the form of "retrofit" kits which essentially replace the "guts" of the ISC with a new CPU board and card reader boards and special mounting brackets manufactured specifically for the ISC boxes. This allows the upgrade to happen

THIS QUOTATION AND ANY RESULTING CONTRACT SHALL BE SUBJECT TO THE GENERAL TERMS AND CONDITIONS ATTACHED HERETO.

Johnson Controls Quotation

Comments (continued)

without disrupting the existing inbound conduit.

The proposal includes the (4) retrofit kits for the (4) remaining ISC panels on the De Pere system. One ISC was upgraded to an IStar Pro previously.

IStar Ultra SE allows the panel to operate in "pro" mode so it can communicate with your existing software. Once upgraded to v2.6 software, the panels can be changed to Ultra mode. This lets us do this upgrade without significant downtime of readers.

The quote includes a one year Software Service Agreement. The existing agreement expires in September. REVISED 7/26/2017… SSA will be quoted and purchased separately, prior to the panel upgrade. A valid SSA is required at the time of the upgrade.

A server provided by The City of De Pere will need to meet CCure 9000 Series N software's minimum hardware requirements. If De Pere plans to increase their overall card reader count to >64, we can revise the quote to upgrade the Series N software to Series P. Technical labor is included to assist De Pere IT with the upgrade to a new server.

Applicable taxes not included. Work to be done during normal business hours.

REVISED 6/18/2018: This quote now includes an IStar Ultra 8 Reader Controller for the MSC, and the addition of two doors at MSC. The existing IStar Edge 2 Reader Controller will be turned back to De Pere IT for use with future readers at locations TBD (not included).

To proceed with the project, please send a signed copy of this quote to snielson@simplexgrinnell.com.

Sincerely,

Scott Nielson
920-883-9309 Cell

Johnson Controls

TERMS AND CONDITIONS (Rev. 4/18)

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at Company's then-prevailing rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit in its sole discretion. Customer's failure to make payment when due is a material breach of this Agreement. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, Company may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement. Prices in any quotation or proposal from Company are subject to change upon notice sent to Customer at any time before the quotation or proposal has been accepted. Prices for products covered may be adjusted by Company, upon notice to Customer at any time prior to shipment, to reflect any increase in Company's cost of raw materials (e.g., steel, aluminum) incurred by Company after issuance of Company's applicable proposal or quotation.

3. Alarm Monitoring Services. Any reference to alarm monitoring services in this Agreement is included for pricing purposes only. Alarm monitoring services are performed pursuant to the terms and conditions of Company's standard alarm monitoring services agreement.

4. Code Compliance. Company does not undertake an obligation to inspect for compliance with laws or regulations unless specifically stated in the Scope of Work. Customer acknowledges that the Authority Having Jurisdiction (e.g. Fire Marshal) may establish additional requirements for compliance with local codes. Any additional services or equipment required will be provided at an additional cost to Customer.

5. Limitation of Liability; Limitations of Remedy. **It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM. The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.**

6. Reciprocal Waiver of Claims (SAFETY Act). Certain of Company's systems and services have received Certification and/or Designation as Qualified Anti-Terrorism Technologies ("QATT") under the Support Anti-terrorism by Fostering Effective Technologies Act of 2002, 6 U.S.C. §§ 441-444 (the "SAFETY Act"). As required under 6 C.F.R. 25.5 (e), to the maximum extent permitted by law, Company and Customer hereby agree to waive their right to make any claims against the other for any losses, including business interruption losses, sustained by either party or their respective employees, resulting from an activity resulting from an "Act of Terrorism" as defined in 6 C.F.R. 25.2, when QATT have been deployed in defense against, response to, or recovery from such Act of Terrorism.

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement. Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)"). The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.

8. Customer Responsibilities. Customer shall furnish all necessary facilities for performance of its work by Company, adequate space for storage and handling of materials, light, water, heat, heat tracing, electrical service, local telephone, watchman, and crane and elevator service and necessary permits. Where wet pipe system is installed, Customer shall supply and maintain sufficient heat to prevent freezing of the system. Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes any existing system(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement.
- Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
- Provide Company access to any system(s) to be serviced,
- Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.

9. Excavation. In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company dues to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.

10. Structure and Site Conditions. While employees of Company will exercise reasonable care in this respect, Company shall be under not responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by It or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas

Johnson Controls

available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

11. Confined Space. If access to confined space by Company is required for the performance of Services, Services shall be scheduled and performed in accordance with Company's then-current hourly rate.

12. Hazardous Materials. Customer represents that, except to the extent that Company has been given written notice of the following hazards prior to the execution of this Agreement, to the best of Customer's knowledge there is no:

- "permit confined space," as defined by OSHA,
- risk of infectious disease,
- need for air monitoring, respiratory protection, or other medical risk,
- asbestos, asbestos-containing material, formaldehyde or other potentially toxic or otherwise hazardous material contained in or on the surface of the floors, walls, ceilings, insulation or other structural components of the area of any building where work is required to be performed under this Agreement.

All of the above are hereinafter referred to as "Hazardous Conditions". Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company. This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

13. OSHA Compliance. Customer shall indemnify and hold Company harmless from and against any and all claims, demands and/or damages arising in whole or in part from the enforcement of the Occupational Safety Health Act (and any amendments or changes thereto) unless said claims, demands or damages are a direct result of causes within the exclusive control of Company.

14. Interferences. Customer shall be responsible to coordinate the work of other trades (including but not limited to ducting, piping, and electrical) and for and additional costs incurred by Company arising out of interferences to Company's work caused by other trades.

15. Modifications and Substitutions. Company reserves the right to modify materials, including substituting materials of later design, providing that such modifications or substitutions will not materially affect the performance of the Covered System(s).

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination.

18. Project Claims. Any claim of failure to perform against Company arising hereunder shall be deemed waived unless received by Company, in writing specifically setting forth the basis for such claim, within ten (10) days after such claims arises.

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20. System Equipment. The purchase of equipment or peripheral devices (including but not limited to smoke detectors, passive infrared detectors, card readers, sprinkler system components, extinguishers and hoses) from Company shall be subject to the terms and conditions of this Agreement. If, in Company's sole judgment, any peripheral device or other system equipment, which is attached to the Covered System(s), whether provided by Company or a third party, interferes with the proper operation of the Covered System(s), Customer shall remove or replace such device or equipment promptly upon notice from Company. Failure of Customer to remove or replace the device shall constitute a material breach of this Agreement. If Customer adds any third party device or equipment to the Covered System(s), Company shall not be responsible for any damage to or failure of the Covered System(s) caused in whole or in part by such device or equipment.

21. Reports. Where inspection and/or test services are selected, such inspection and/or test shall be completed on Company's then current Report form, which shall be given to Customer, and, where applicable, Company may submit a copy thereof to the local authority having jurisdiction. The Report and recommendations by Company are only advisory in nature and are intended to assist Customer in reducing the risk of loss to property by indicating obvious defects or impairments noted to the system and equipment inspected and/or tested. They are not intended to imply that no other defects or hazards exist or that all aspects of the Covered System(s), equipment, and components are under control at the time of inspection. Final responsibility for the condition and operation of the Covered System(s) and equipment and components lies with Customer.

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial us or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's soles liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers. Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period. If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER.

Warranty service will be performed during Company's normal working hours. If Customer requests warranty service at other than normal working hours, service will be performed at Company's then current rates for after ours services. All repairs or adjustments that are or may become necessary shall be performed by and authorized representative of Company. Any repairs, adjustments or interconnections performed by Customer or any third party shall void all warranties.

23. Indemnity. Customer agrees to indemnify, hold harmless and defend Company against any and all losses, damages, costs, including expert fees and costs, and expenses including reasonable defense costs, arising from any and all third party claims for personal injury, death, property damage or economic loss, including specifically any damages resulting from the exposure of workers to Hazardous Conditions whether or not Customer pre-notifies Company of the existence of said hazardous conditions, arising in any way from any act or omission of Customer or Company relating in any way to this Agreement, including but not limited to the Services under this Agreement, whether such claims are based upon contract, warranty, tort (including but not limited to active or passive negligence), strict liability or otherwise. Company reserves the right to select counsel to represent it in any such action.

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and representatives as additional insureds on Customer's general liability and auto liability policies.

25. Termination. Any termination under the terms of this Agreement shall be made in writing. In the event Customer terminates this Agreement prior to completion for any reason not arising solely from Company's performance or failure to perform, Customer understands and agrees that Company will incur costs of administration and preparation that are difficult to estimate or determine. Accordingly, should Customer terminate this Agreement as described above, Customer agrees to pay all charges incurred for products and equipment installed and services performed, and in addition pay an amount equal to twenty (20%) percent of the price of products and equipment not yet delivered and Services not yet performed, return all products and equipment delivered and pay a restocking fee of twenty (20%) percent the price of products or equipment returned. Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

26. Default. An Event of Default shall be 1) failure of the Customer to pay any amount within ten (10) days after the amount is due and payable, 2) abuse of the System or the Equipment, 3) dissolution, termination, discontinuance, insolvency or business failure of Customer. Upon the occurrence of an Event of Default, Company may pursue one or more of the following remedies, 1) discontinue furnishing Services, 2) by written notice to Customer declare the balance of unpaid amounts due and to become due under the this Agreement to be immediately due and payable, provided that all past due amounts shall bear interest at the rate of 1 ½% per month (18% per year) or the highest amount permitted by law, 3) receive immediate possession of any equipment for which Customer has not paid. 4) proceed at law or equity to enforce performance by Customer or recover damages for breach of this Agreement, and 5) recover all costs and expenses, including without limitation reasonable attorneys' fees, in connection with enforcing or attempting to enforce this Agreement.

27. Exclusions. Unless expressly included in the Scope of Work, this Agreement expressly excludes, without limitation, testing inspection and repair of duct detectors, beam detectors, and UV/IR equipment; provision of fire watches; clearing of ice blockage; draining of improperly pitched piping; replacement of batteries; recharging of chemical suppression systems; reloading of, upgrading, and maintaining computer software; system upgrades and the replacement of obsolete systems, equipment, components or parts; making repairs or replacements necessitated by reason of negligence or misuse of components or equipment or changes to Customer's premises, vandalism, corrosion (including but not limited to micro-bacterially induced corrosion ("MIC")), power failure, current fluctuation, failure due to non-Company installation, lightning, electrical storm, or other severe weather, water, accident, fire, acts of God or any other cause external to the Covered System(s). Repair Services provided pursuant to this Agreement do not cover and specifically excludes system upgrades and the replacement of obsolete systems, equipment, components or parts. All such services may be provided by Company at Company's sole discretion at an additional charge. If Emergency Services are expressly included in the scope of work section, the Agreement price does not include travel expenses.

28. No Option to Solicit. Customer shall not, directly or indirectly, on its own behalf or on behalf of any other person, business, corporation or entity, solicit or employ any Company employee, or induce any Company employee to leave his or her employment, for a period of two years after termination of this Agreement.

29. Force Majeure; Delays. Company shall not be liable for any damage or penalty for delays or failure to perform work due to acts of God, acts or omissions of Customer, acts of civil or military authorities, Government regulations or priorities, fires, epidemics, quarantine, restrictions, war, riots, civil disobedience or unrest, strikes, delays in transportation, vehicle shortages, differences with workmen, inability to obtain necessary labor, material or manufacturing facilities, defaults of Company's subcontractors, failure or delay in furnishing compete information by Customer with respect to location or other details of work to be performed, impossibility or impracticability of performance or any other cause or causes beyond Company's control, whether or not similar to the foregoing. In the event of any delay caused as aforesaid, completion shall be extended for a period equal to any such delay, and this contract shall not be void or voidable as a result of the delay. In the event work is temporarily discontinued by any of the foregoing, all unpaid installments of the contract price, les an amount equal to the value of material and labor not furnished, shall be due and payable upon receipt of invoice by Customer.

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

31. Assignment. Customer may not assign this Agreement without Company's prior written consent. Company may assign this Agreement to an affiliate without obtaining Customer's consent.

32. Entire Agreement. The parties intend this Agreement, together with any attachments or Riders (collectively the "Agreement) to be the final, complete and exclusive expression of their Agreement and the terms and conditions thereof. This Agreement supersedes all prior representations, understandings or agreements between the parties, written or oral, and shall constitute the sole terms and conditions of sale for all equipment and services. No waiver, change, or modification of any terms or conditions of this Agreement shall be binding on Company unless made in writing and signed by an Authorized Representative of Company.

33. Severability. If any provision of this Agreement is held by any court or other competent authority to be void or unenforceable in whole or in part, this Agreement will continue to be valid as to the other provisions and the remainder of the affected provision.

34. Legal Fees. Company shall be entitled to recover from the customer all reasonable legal fees incurred in connection with Company enforcing the terms and conditions of this Agreement.

35. License Information (Security System Customers): AL Alabama Electronic Security Board of Licensure 7956 Vaughn Road, Pmb 392, Montgomery, Alabama 36116 (334) 264-9388: AR Regulated by: Arkansas Board of Private Investigators And Private Security Agencies, #1 State Police Plaza Drive, Little Rock 72209 (501)618-8600: CA Alarm company operators are licensed and regulated by the Bureau of Security and Investigative Services, Department of Consumer Affairs, Sacramento, CA, 95814. Upon completion of the installation of the alarm system, the alarm company shall thoroughly instruct the purchaser in the proper use of the alarm system. Failure by the licensee, without legal excuse, to substantially commence work within 20 days from the approximate date specified in the agreement when the work will begin is a violation of the Alarm Company Act: NY Licensed by N.Y.S. Department of the State: TX Texas Commission on Private Security, 5805 N. Lamar Blvd. Austin, 78752-4422, 512-424-7710.License numbers available at www.jci.com or contact your local Johnson Controls office.

Offered By:	Accepted By: (Customer)
Johnson Controls Fire Protection LP License#:	
1941 Holmgren Way GREEN BAY, WI 54304-4514	Company: ______
Telephone: (920) 494 8741	Address: ______
Representative: ______	Signature: ______
______	Title: ______
	P.O.#: ______ Date: ______

CITY OF DE PERE MEMO

TO: Mayor Michael J. Walsh
Finance/Personnel Committee Members
Judith Schmidt-Lehman, City Attorney
FROM: Steve Massey, City IT Administrator
DATE: August 6, 2018
RE: Approval of Johnson Controls Quotation to Upgrade the Door Access Controllers

The door access controllers allow secure card access to City Hall, Community Center, Fire Station 1, Fire Station 2, Municipal Service Center and Police Department. 4 of the 6 existing door access controllers were "end of life" status a few years ago and need to be upgraded. If we experience a failed controller we will need to find a used controller from somewhere like eBay as the controllers can no longer be purchased from our support vendor. This would result in having to come up with a manual method of secure door access until a used controller could be procured and installed which may take 3-5 days. This is also preventing upgrading the server infrastructure to a current operating system. The server infrastructure is used for programing the controllers and logging door access. SimplexGrinnell, A Johnson Controls Company has been providing door access control services to the City of De Pere for the past 15+ years.

Staff is seeking the approval of 2 Johnson Controls quotations as follows:

1. 1 year CCure 9000 Software Support Agreement (SSA) – CCure 9000 is software used for programing the controllers and logging door access. The City of De Pere has renewed the SSA annually each of the last 2 years. The SSA is required before the door access controllers can be upgraded. The cost of the SSA is $1,588. This will be funded by IT Operating Supplies that were approved in the 2018 Adopted Budget.
2. Door Access Controller Upgrade – The upgrade includes the replacement of 4 obsolete door access controllers. 2 controllers are located at City Hall, 1 at the Community Center and 1 at Fire Station 2. The upgrade also includes the replacement of 1 controller at the Municipal Service Center and the installation of 2 secure access doors. The cost of the door access controller upgrade is $37,339. $31,000 will be funded by IT Capital Projects that were approved in the 2018 Adopted Budget. $6,500 will be funded by Public Works Capital Projects that were approved in the 2018 Adopted Budget.

City Attorney Judith Schmidt-Lehman is working with Johnson Controls in an effort to have Terms and Conditions contract language concerns addressed. The memo containing the contract language concerns has been attached to the agenda item.

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

SDM
Attachment
J:\IT\Project\Door Security\Approval of Johnson Controls Quotation to Upgrade the Door Access Controllers.docx

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 14, 2018**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Request of Ald. Hansen to consider adopting an ordinance allowing for towing/booting vehicles owned by habitual parking violators***

ATTACHMENTS:

- League Summary 2017 WI Act 286 (PDF)
- LC Memo 2017 WI Act 287 (PDF)
- 2017 WI Act 287 (PDF)

highways, within a municipality's boundaries. Under the Act, a "municipal welcome sign" is defined as an official sign erected and maintained by a municipality that the municipality determines is necessary to inform motorists of the territorial boundaries of the municipality. The Act specifies that a municipal welcome sign is not a traffic control device and is therefore not subject to the Wisconsin manual on traffic control devices. Also, state law generally provides that no sign visible from the main-traveled way of any interstate or federal-aid highway may be erected or maintained, unless one of several exceptions apply. "Directional and other official signs" are one of these exceptions. Under the Act, municipal welcome signs are considered a type of directional and other official sign. *Effective date*: April 5, 2018.

Act 286 -- Towing Vehicles owned by Habitual Parking Violators. Allows any municipality or county to enact an ordinance providing for the immobilization (usually by booting) or towing, impoundment, and disposal of vehicles owned by "habitual parking violators." A habitual parking violator is defined to mean a person who has received, more than 60 days previously, five or more citations for nonmoving traffic violations that remain unpaid and for which the person has not scheduled a court appearance. Such an ordinance would authorize any municipal parking officer or contracted third party to immobilize or remove, impound, and dispose of a vehicle owned by a habitual traffic violator that is legally or illegally parked on any portion of a street, highway, or publicly owned or leased parking facility, but only after the municipality has mailed at least one notice to the vehicle owner. The notice must identify certain information such as the date and amount of each citation, the means by which the citations may be contested, and the circumstances under which a vehicle may be immobilized or removed and impounded. The Act provides that a vehicle owner is responsible for reasonable charges and fees associated with immobilizing, removing, impounding, or disposing of a vehicle. In addition, the Act requires a parking officer to submit a notification to the sheriff or chief of police when a vehicle has been immobilized or removed and impounded. The Act imposes other notice and procedural requirements with which the community must comply prior to and after immobilization or towing. *Effective date*: April 18, 2018.

TIFs, BIDs, Historic Tax Credits

Act 15 – Technical Changes to TIF Law. Makes several technical changes to tax incremental financing (TIF) law sought by DOR, including:

- Excludes certain town property from the base value for a town TID.
- Adds to list of eligible project costs for mixed-use TIDS costs that directly serve to promote mixed-use development.
- Under current law, a town or city clerk is required to provide written notice to DOR of any amendment to a TID project plan that has been adopted, both: (1) within 60 days after the adoption; and (2) annually, after May 1 but before May 21. The Act retains the first notice requirement, and it repeals the second notice requirement effective January 1, 2018.
- Makes the effective date of the termination of a TID, the date on which DOR receives the notice of termination, if the notice is received during the period from January 1 to April 15. The effective date of the termination of a TID is the first

Source: League of WI Municipalities
Deputy Exec Dir. Curt Witynski
Recent Legislation Affecting Municipalities update at 2018 Municipal Attorney's In

WISCONSIN LEGISLATIVE COUNCIL
ACT MEMO

2017 Wisconsin Act 286 [2017 Assembly Bill 882]	Penalties for Habitual Parking Violators

2017 Wisconsin Act 286 authorizes any city, village, town, or county to enact an ordinance providing for immobilization or removal, impoundment, and disposal of vehicles owned by "habitual parking violators." A habitual parking violator is defined to mean a person who has received, more than 60 days previously, five or more citations for nonmoving traffic violations that remain unpaid and for which the person has not scheduled a court appearance.

If enacted, such an ordinance would authorize any municipal parking officer or contracted third party to immobilize or remove, impound, and dispose of a vehicle owned by a habitual traffic violator that is legally or illegally parked on any portion of a street, highway, or publicly owned or leased parking facility, but only after the municipality has mailed at least one notice to the vehicle owner. The notice must identify certain information such as the date and amount of each citation, the means by which the citations may be contested, and the circumstances under which a vehicle may be immobilized or removed and impounded.

The Act provides that a vehicle owner is responsible for reasonable charges and fees associated with immobilizing, removing, impounding, or disposing of a vehicle. In addition, the Act requires a parking officer to submit a notification to the sheriff or chief of police when a vehicle has been immobilized or removed and impounded.

A vehicle that has been immobilized or impounded must be released if the owner: (1) pays any applicable removal fee; and (2) pays all forfeitures or schedules a court appearance related to the forfeitures. If a vehicle is released after an owner schedules a court appearance related to the forfeitures, but the owner subsequently fails to appear or comply with any court order, the court may order a law enforcement officer or other authorized municipal officer to immobilize the vehicle, or the municipality may on its own initiative immobilize or remove and impound the vehicle.

One East Main Street, Suite 401 • Madison, WI 53703-3382
(608) 266-1304 • Fax: (608) 266-3830 • Email: leg.council@legis.wisconsin.gov
http://www.legis.wisconsin.gov/lc

The Act also provides that if a vehicle is immobilized, the parking enforcer or third party contractor must place a written notice on the vehicle that identifies certain required information, including where and how the citation may be paid. After the person satisfies the requirements for release of the immobilized vehicle, the municipality or third party contractor must either remove the immobilization device or provide sufficient information for the vehicle owner to remove it without undue delay, not to exceed three hours. If an immobilized vehicle is in a time-limited, legal parking space, the municipality may not issue additional citations within the first four hours after the vehicle is immobilized.

Finally, a vehicle that has been removed and impounded, under the Act, may generally be disposed of under the same standards that apply to unregistered motor vehicles. Generally, notice must be sent to the vehicle owner, and the vehicle must be retained in storage for a minimum of 10 days after certified mail notice has been sent to the owner and any recorded lienholders.

Effective date: April 18, 2018

Prepared by: Andrea Brauer, Staff Attorney May 3, 2018

AB:mcm;ksm

State of Wisconsin

2017 Assembly Bill 882

Date of enactment: **April 16, 2018**
Date of publication*: **April 17, 2018**

2017 WISCONSIN ACT 286

AN ACT *to create* 349.139 of the statutes; **relating to:** the immobilization or removal, impoundment, and disposal of motor vehicles for multiple nonmoving traffic violations.

The people of the state of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. 349.139 of the statutes is created to read:

349.139 Authority to immobilize, remove, impound, and dispose of motor vehicles for nonmoving traffic violations. (1) In this section:

(a) "Habitual parking violator" means a person who has received, more than 60 days previously, 5 or more citations for nonmoving traffic violations that remain unpaid and for which the person has not scheduled an appearance in court in response to the citations.

(b) "Immobilization device" has the meaning given in s. 341.65 (1) (a).

(c) "Nonmoving traffic violation" has the meaning given in s. 345.28 (1) (c).

(d) "Owner" has the meaning given in s. 341.65 (1) (am).

(e) "Parking enforcer" means a traffic officer or any other person who enforces nonmoving traffic violations and who is employed by a municipality or county.

(2) The governing body of any municipality or county may by ordinance provide for the immobilization or removal, impoundment, and disposal of vehicles owned by habitual parking violators as provided in this section. Any ordinance under this section shall do all of the following:

(a) Limit application of the ordinance to those motor vehicles for which all of the following apply:

1. The municipality or county has cited the owner of the motor vehicle for 5 or more nonmoving traffic violations that, at the time of the vehicle's immobilization or removal, occurred more than 60 days previously and for which the owner has neither paid the forfeiture for each of these violations nor scheduled an appearance in court in response to each of these citations.

2. a. The municipality or county has mailed to the last–known address of the owner at least one notice that specifies, for each citation counted under subd. 1., the date on which the citation was issued, the license number or vehicle identification number of the vehicle involved, the place where the citation may be paid, the amount of the forfeiture, and the means by which the citation may be contested.

b. The notice under subd. 2. a. shall also inform the owner that any motor vehicle owned by him or her may be immobilized with an immobilization device or removed and impounded if, within 60 days after the owner has received 5 or more citations and at the time the vehicle is immobilized or removed and impounded, the owner has neither paid the forfeiture for each violation that occurred more than 60 days previously nor scheduled an appearance in court in response to each citation

* Section 991.11, WISCONSIN STATUTES: Effective date of acts. "Every act and every portion of an act enacted by the legislature over the governor's partial veto which does not expressly prescribe the time when it takes effect shall take effect on the day after its date of publication."

issued more than 60 days previously for which the forfeiture has not been paid.

c. The notice under this subdivision may be combined with any other notice provided by the municipality or county to the owner.

(b) Authorize any parking enforcer who discovers any motor vehicle to which par. (a) applies that is legally or illegally parked on any portion of the street, highway, or publicly owned or leased parking facility within the corporate limits of the municipality or county to cause the motor vehicle to be immobilized with an immobilization device or removed to a suitable place of impoundment or both. Upon immobilization or removal of the motor vehicle, the parking enforcer shall follow the notification procedure specified in s. 341.65 (2) (b).

(c) Specify whether the municipality or county may contract with a 3rd party for the performance of services related to immobilization or removal of motor vehicles. The services shall be rendered only at the request of a parking enforcer.

(d) Provide for a reasonable removal fee, if any, that will be charged to remove an immobilization device placed on a vehicle under this section.

(e) Provide for the recovery of reasonable towing or storage charges associated with the removal or impoundment of a vehicle, and of reasonable charges associated with disposal of a vehicle, under this section.

(f) Require that, if the motor vehicle is immobilized, the parking enforcer or a 3rd–party contractor place in a highly visible location and a reasonably secure manner on the vehicle, at the time of immobilization, a written notice that does all of the following:

1. Warns any driver of the vehicle that the immobilization device has been placed on the vehicle.

2. Specifies, for each citation counted under par. (a) 1., the license number or vehicle identification number of the vehicle involved, the place where the citation may be paid, and the means by which the citation may be contested, or provides a telephone number at which an individual is available to provide this information 24 hours a day.

3. States the amount of the removal fee under par. (d), if any, that is in addition to any amount required to be paid as specified in the notice under par. (a) 2. a.

(g) If the motor vehicle is immobilized in a time–limited, legal parking space, prohibit the municipality or county from issuing, after the vehicle's immobilization, any citation for a time–limited nonmoving traffic violation for the vehicle within the first 4 hours after the vehicle is immobilized.

(h) If the motor vehicle is immobilized, require the municipality or county, or a 3rd–party contractor, to remove, or provide sufficient information to allow the vehicle owner to remove, the immobilization device without undue delay, not to exceed 3 hours, after receiving notice that the person has satisfied the requirements for release of the motor vehicle under sub. (3) (b). The ordinance shall also provide a procedure for the municipality, county, or 3rd–party contractor to promptly receive notice when a person has satisfied the requirements for release of a motor vehicle under sub. (3) (b).

(3) (a) Any motor vehicle immobilized or impounded as provided in sub. (2) shall remain immobilized or impounded until lawfully claimed or disposed of as provided in this subsection and sub. (5).

(b) The owner of a motor vehicle that is immobilized under sub. (2) may secure release of the motor vehicle by doing all of the following:

1. Paying any removal fee provided in sub. (2) (d).

2. Paying all forfeitures specified in each notice under sub. (2) (a) 2. a. for, or scheduling an appearance in court in response to, or a combination of paying forfeitures and scheduling appearances with respect to, all citations counted under sub. (2) (a) 1.

(c) The owner of a motor vehicle that is removed and impounded under sub. (2) may secure release of the motor vehicle by doing all of the following:

1. Paying any charges provided in sub. (2) (e).

2. Paying all forfeitures specified in each notice under sub. (2) (a) 2. a. for, or scheduling an appearance in court in response to, or a combination of paying forfeitures and scheduling appearances with respect to, all citations counted under sub. (2) (a) 1.

(d) If an owner secures release of a motor vehicle under par. (b) or (c) by scheduling an appearance in court and thereafter fails to appear or fails to comply with any court order with respect to any citation counted under sub. (2) (a) 1. for which the forfeiture has not been fully paid, including failure to satisfy in full any court–ordered payment plan or other agreement approved by the court, the court may order a law enforcement officer, or an authorized employee or contractor of the municipality or county, to immobilize the motor vehicle involved in the nonmoving traffic violations or the municipality or county may cause the motor vehicle to be immobilized or removed and impounded as provided under sub. (2). If the court orders the motor vehicle immobilized, upon compliance with the court order, the court shall order a law enforcement officer, or an authorized employee or contractor of the municipality or county, to remove the immobilization device.

(e) Notwithstanding par. (a), if any motor vehicle immobilized or impounded is an unregistered motor vehicle for purposes of s. 341.65 or an abandoned motor vehicle for purposes of s. 342.40, the municipality or county may take any action authorized under s. 341.65 or 342.40. Any vehicle immobilized under this section for longer than the period specified in s. 342.40 (1m) shall be considered abandoned for purposes of s. 342.40.

(4) The owner of any motor vehicle immobilized or removed and impounded as provided under this section is responsible for all charges associated with immobilizing, removing, impounding, and disposing of the motor vehicle, as provided under sub. (2) (d) and (e). Charges not recovered from the sale of the motor vehicle may be recovered in a civil action by the municipality or county against the owner.

(5) The procedures and provisions of s. 341.65 (2) (f) to (h) shall apply with respect to the impoundment and disposal of motor vehicles authorized to be removed, impounded, and disposed of under this section to the same extent as these provisions apply to the impoundment and disposal of unregistered motor vehicles that are removed under authority of s. 341.65, except that reclamation of the motor vehicle by the owner requires compliance with sub. (3) rather than s. 341.65 (2) (e). The provisions of s. 349.13 (5) (b) shall apply with respect to vehicles removed or stored under this section to the same extent as these provisions apply with respect to vehicles removed or stored under authority of s. 349.13.

(6) Any ordinance enacted under this section permitting immobilization of a motor vehicle may prohibit any person from removing, disconnecting, tampering with, or otherwise circumventing the operation of an immobilization device installed under this section except upon release of the motor vehicle to the owner or to make necessary repairs to a malfunctioning immobilization device.

(7) Section 349.137 does not apply to the use of motor vehicle immobilization devices under this section.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 14, 2018**
DEPARTMENT:	**Finance Department**
FROM:	**Joe Zegers**
SUBJECT:	**Consideration of Bid from Schenck SC for Water Rate Increase Application to the Public Service Commission of Wisconsin.***

ATTACHMENTS:

- Water Rate Study Memo-August 8, 2018 (DOC)
- City of De Pere Water Rate Study-2018 (PDF)

To: Honorable Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Joe Zegers, Finance Director
RE: Water Utility Rate Study
Date: August 9, 2018

I have attached a proposal from Schenck (the City's auditing firm) to perform a water utility rate study for the City of De Pere. Our last water rate study occurred in the Spring of 2011 and was also conducted by them. The study would review the adequacy and make-up of our current rates for the water utility and determine the appropriate rates moving forward to ensure the appropriate cash flow and financial stability of the water utility for the future. The study would occur this fall and effect rate changes starting either late 2018 or early 2019 depending on how quickly Public Service Commission staff can complete their review of the study. As a reminder, since the water utility is regulated by the Public Service Commission, they will have final authority over the new rates as well as their effective date.

I am requesting approval of the proposal as the amount is reasonable and they are very familiar with the City's financial structure and operations. The estimated fee of $6,000 - $8,000 varies due to the amount of time needed to answer any possible questions from the Public Service Commission staff and would be paid from the water utility fund. For your information the cost for the last study by Schenck in 2011 was $5,200. Thank you for your consideration of this matter and please call or email me if you have any questions and I will also be available for questions at the August 14th, 2018 Finance Committee meeting.

Schenck
ADVISORY | TAX | ASSURANCE

August 8, 2018

City of De Pere
Joe Zegers, Finance Director
335 S. Broadway
De Pere, WI 54115

Thank you for inviting Schenck to submit this proposal to perform a water utility rate study for the City of De Pere, Wisconsin. Our knowledge of the City, its cost structure, capital costs and customers will allow us to perform this study efficiently and effectively for the City.

Staff Qualifications

We've assembled a team of experienced professionals to meet your needs.

Team member	Title	Role	Contact information
David Maccoux	Shareholder	Oversee and assist with completion of rate study	920-455-4114 david.maccoux@schencksc.com
Scott Sternhagen	Senior Manager	Management of rate study	920-455-4132 scott.sternhagen@schencksc.com
Dan Fochs	Senior Accountant		920-455-4298 dan.fochs@schencksc.com
Kyle Pockat	Supervisor		920-455-4228 kyle.pockat@schencksc.com

Work plan & timeline

Based on our understanding of your needs, following is an outline of the timing of our work. In our initial planning meeting with you, we will discuss this timeline in greater detail and make adjustments as appropriate to meet your schedule.

August, 2018
Develop listing of information needed
September – October 2018
Completion of rate study, including scheduled meetings with City personnel
Development of draft rate study
Meeting with committee, presentation with findings and recommendation, and finalization of rates
As determined by the PSC, Estimated to be 4th quarter of 2018
Rates become effective

Proposed Fees

Schenck follows a "no surprise" billing policy. For any requests outside the scope of the services we are proposing, we will provide you with an estimate for your approval before beginning additional work. Our fees for the water rate study will be $6,000 - $8,000.

We appreciate this opportunity, and look forward to working with you on this project.

Sincerely,

Scott Sternhagen

Scott Sternhagen, CPA
Senior Manager

RESPONSE:

This letter correctly sets forth the understanding of the City of De Pere.

By: ____________________________________

Title: ____________________________________

Date: ____________________________________

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 14, 2018**
DEPARTMENT:	**Finance Department**
FROM:	**Joe Zegers**
SUBJECT:	**Consideration of General Fund Transfer of $167,117 to Cable Access Fund to cover December 31, 2017 Deficit.***

ATTACHMENTS:

- CableFundTransfer-2018 (DOC)

To: Honorable Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Joe Zegers, Finance Director
RE: General Fund Transfer to Cable Fund of $167,117
Date: August 9, 2018

The 2017 audit report indicated that the Cable Fund had a deficit fund balance of $167,117 at December 31, 2017. The auditors indicated that it would be appropriate to clear the deficit through the use of a general fund transfer in 2018. This transfer would result in an adjusted unassigned general fund balance of $5,957,007 as of 12/31/17 or 34.55% of the 2018 general fund budget keeping the City within our minimum fund balance policy of 25-35%. The deficit has occurred over the last five years and is primarily due to decreased franchise fee collections as well as increased expenditures in salary/wages and related fringes over that time. Adjustments have already been made in the 2018 budget and we will review the Cable Fund's 2018 activity during the 2019 budget process to assure that the fund's results are balanced for the future.

I would recommend approval of the transfer. Feel free to call or email me with any questions you may have and I will be present as well for the August 14th, 2018 meeting.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: **August 14, 2018**

DEPARTMENT: **Administration**

FROM: **Lawrence Delo**

SUBJECT: **Discuss the Status of the 2019 Budget**

The intent of this agenda item is to provide an update on the status of the 2019 Budget development process to the Personnel and Finance Committee.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 14, 2018**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Consideration of Request of Virginia Huempfner for Deferment of Sidewalk Repair Assessments ***

This was tabled at the previous Finance/Personnel Committee Meeting due to the signature on the application not being notarized. The applicant has since had her signature notarized on the document, as you'll see on page three of the application attachment.

ATTACHMENTS:

- Mayor & F-P _Sidewalk Repair Defer-V Huempfner 7-2018 (DOCX)

MEMORANDUM

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

FROM: Judith Schmidt-Lehman, City Attorney

DATE: July 10, 2018 (meeting date)

RE: Request for Deferral of Sidewalk Repair Expenses

As you are aware, the Common Council amended the deferral of special assessments under Section 13-10 De Pere Municipal Code (DPMC) to include sidewalk repair expenses.

The City received an application for deferral of expenses from Virginia Huempfner, who recently received an Order of the Board of Public Works to repair sidewalk adjacent to her property. Under Section 13-10 DPMC, the financial information of the requestor must remain confidential. Therefore, this item is scheduled to be discussed in closed session at the Committee meeting. Any action taken on the request would then be reported out in open session.

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

JSL