



Finance/Personnel Committee

Regular Meeting

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

Agenda

Tuesday, August 9, 2016

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 9, 2016** 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 12, 2016 regular meeting of the Finance/Personnel Committee.
3. Fire Department Overtime and EMS Billing Report for July, 2016.
4. Police Overtime Report for July 2016
5. Consideration of Request for Hiring a Project Manager to assist with an Emergency Roof Replacement for Police Department*
6. Consider Fire Department's request to procure a Utility Terrain Vehicle.*
7. Consideration of Water Billing Credit Card Transaction Agreement with CSI. *
8. Consider Section 13 Ordinance Revisions - Special Assessments*
9. Consideration of 2017 Benefit Renewal and Plan Design Changes *
10. Determination of Salaries for Mayor and City Council for 2018 and 2019*
11. Discussion Regarding Status of 2017 Budget Development.
12. Public Comment and announcements.
13. Future agenda items.
14. Adjournment

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject(s) over which they have decision-making responsibility.

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

Agenda Sent To:
Alderspersons
City Administrator

Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: August 9, 2016

DEPARTMENT: Finance Department

FROM: Jeni Dupont

SUBJECT: Approval of the minutes of the July 12, 2016 regular meeting of the Finance/Personnel Committee.

ATTACHMENTS:

- July 12, 2016 Draft Minutes (PDF)



Finance/Personnel Committee

Regular Meeting

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

Draft Minutes

Tuesday, July 12, 2016

7:30 PM

De Pere City Hall Council Chambers

Call to Order. Alderperson Donovan called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on June 14, 2016 at De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status
Scott Crevier	Alderperson	Present
Michael Donovan	Alderperson	Present
Larry Lueck	Alderperson	Present
Lisa Rafferty	Alderperson	Present
Michael J. Walsh	Mayor	Excused

Also present: City Administrator Lawrence Delo, Police Chief Derek Beiderwieden, Finance Director Joe Zegers, Police Chief Dennis Rubin, Assistant Fire Chief Al Matzke, Fire Lieutenant Dan Gatz and Mike Konecny, Schenck SC.

2. Approval of the minutes of the June 14, 2016 regular meeting of the Finance/Personnel Committee.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Larry Lueck, Alderperson
SECONDER: Scott Crevier, Alderperson
AYES: Scott Crevier, Michael Donovan, Larry Lueck, Lisa Rafferty
EXCUSED: Michael J. Walsh

3. Police Overtime Report for June 2016

RESULT: ADOPTED [UNANIMOUS]
MOVER: Lisa Rafferty, Alderperson
SECONDER: Scott Crevier, Alderperson
AYES: Scott Crevier, Michael Donovan, Larry Lueck, Lisa Rafferty
EXCUSED: Michael J. Walsh

4. Fire Department Overtime and EMS Billing Report for June, 2016.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Larry Lueck, Alderperson
SECONDER: Lisa Rafferty, Alderperson
AYES: Scott Crevier, Michael Donovan, Larry Lueck, Lisa Rafferty
EXCUSED: Michael J. Walsh

5. Consider donation of 200 smoke detectors to the Fire Department.*

RESULT: ADOPTED [UNANIMOUS]
MOVER: Scott Crevier, Alderperson
SECONDER: Larry Lueck, Alderperson
AYES: Scott Crevier, Michael Donovan, Larry Lueck, Lisa Rafferty
EXCUSED: Michael J. Walsh

Attachment: July 12, 2016 Draft Minutes (4987 : Approval of Minutes)

6. Consider donation of "Med Bags" to the Fire Department.*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lisa Rafferty, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Scott Crevier, Michael Donovan, Larry Lueck, Lisa Rafferty
EXCUSED:	Michael J. Walsh

7. Consideration of awarding EMS Billing Proposal to LifeQuest. *

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Scott Crevier, Michael Donovan, Larry Lueck, Lisa Rafferty
EXCUSED:	Michael J. Walsh

8. Discussion Regarding Status of 2017 Budget Development.

City Administrator Delo provided an update on the progress of the 2017 budget. The budget process is still on schedule and budget documents will be sent to department heads on Friday, July 15.

RESULT:	DISCUSSED
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9. Presentation of 2015 Audit Management Letter.

Mike Konecny of Schenck S.C. and Finance Director Zegers presented the 2015 preliminary draft management communications letter and responded to committee member questions.

10. Public Comment and announcements.

None.

11. Future agenda items.

None.

12. Adjournment

Upon motion by Alderperson Lueck, seconded by Alderperson Rafferty, the Finance/Personnel Committee unanimously adjourned at 8:39 PM.

Respectfully submitted,
Jennifer Dupont

Attachment: July 12, 2016 Draft Minutes (4987 : Approval of Minutes)

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: August 9, 2016

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Fire Department Overtime and EMS Billing Report for July, 2016.

ATTACHMENTS:

- FIRE DEPT JULY 2016 OT RPT (PDF)

DE PERE FIRE RESCUE
OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2015

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	120.00	87.00	165.00	154.25	177.00	112.25	110.25	62.50	242.25	57.75	36.00	218.00	1,542.25
EMS TRAINING	63.00	301.50	91.00	89.50	59.00	12.00	4.75	4.50	78.00	52.00	85.50	75.50	916.25
FIRE TRAINING	0.00	6.75	30.75	0.00	16.50	147.75	57.00	39.75	14.50	41.00	35.75	12.00	401.75
RESCUE CALLS	11.50	8.50	23.25	7.00	14.25	11.00	13.75	2.00	7.75	9.25	3.00	7.50	118.75
FIRE CALLS	0.00	0.00	3.75	0.75	0.00	0.00	0.75	0.00	0.00	0.75	0.00	1.00	7.00
MEETINGS	141.50	132.75	65.50	90.50	56.00	56.50	147.00	20.75	12.50	46.00	52.75	33.25	855.00
STAFFING REP.	216.00	43.50	65.25	36.00	105.50	72.50	118.25	276.00	85.50	55.50	107.25	81.00	1,262.25
MAINTENANCE	4.50	1.00	5.25	3.00	16.50	0.00	0.00	0.00	0.00	12.00	3.00	0.00	45.25
PUB. ED.	0.00	19.25	37.50	14.00	24.50	38.25	14.25	3.50	7.00	64.50	3.00	12.00	237.75
SPECIAL EVENTS	0.00	0.00	0.00	0.00	0.00	168.50	101.00	0.00	97.25	0.00	0.00	0.00	366.75
# FIRE RUNS	28.00	25.00	14.00	28.00	22.00	32.00	37.00	30.00	25.00	25.00	19.00	41.00	326.00
# of EMS RUNS	170.00	156.00	184.00	165.00	173.00	197.00	138.00	161.00	166.00	142.00	142.00	144.00	1,938.00
DISPATCH ERRORS	4.00	0.00	5.00	5.00	6.00	7.00	5.00	12.00	10.00	5.00	4.00	3.00	66.00
TOTAL HRS.	556.50	600.25	487.25	395.00	469.25	618.75	567.00	409.00	544.75	338.75	326.25	440.25	5,753.00

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2016

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	124.25	126.00	168.00	126.00	108.75	137.75	186.00						976.75
EMS TRAINING	84.00	86.50	66.25	74.25	17.50	2.25	0.00						330.75
FIRE TRAINING	0.00	368.50	357.25	61.50	31.25	4.25	4.50						827.25
RESCUE CALLS	7.50	7.50	8.00	9.00	4.50	6.25	16.00						58.75
FIRE CALLS	7.25	0.00	0.00	0.00	5.50	0.00	0.00						12.75
MEETINGS	89.00	33.25	29.25	60.75	57.75	24.25	11.50						305.75
STAFFING REP.	0.00	4.50	0.00	132.75	0.00	0.00	144.00						281.25
MAINTENANCE	0.00	0.00	3.00	20.25	9.50	11.00	0.00						43.75
PUB. ED.	9.00	59.25	2.75	7.50	38.75	3.00	0.00						120.25
SPECIAL EVENTS	0.00	0.00	0.00	0.00	235.00	0.00	0.00						235.00
# FIRE RUNS	34.00	31.00	42.00	22.00	23.00	49.00	36.00						237.00
# of EMS RUNS	137.00	115.00	130.00	169.00	182.00	153.00	178.00						1,064.00
DISPATCH ERRORS	6.00	3.00	11.00	11.00	8.00	5.00	3.00						47.00
TOTAL HRS.	321.00	685.50	634.50	492.00	508.50	188.75	362.00	0.00	0.00	0.00	0.00	0.00	3,192.25

Special Events included in Overtime

Total Overtime Budget \$100,000, Expenditures through August 2, 2016 \$50,921, 50%

Attachment: FIRE DEPT JULY 2016 OT RPT (4997 : Fire Department Overtime and EMS Billing Report for July, 2016.)

**DE PERE FIRE RESCUE
JULY, 2016
*OVERTIME CAUSED BY SICK LEAVE**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
7/21/16	12	18
TOTAL	12	18

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

Incident Type Report (Summary)
From 01/01/16 To 07/31/16
Report Printed On: 08/02/2016

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Fire, other (100)	2	0.15%	\$0.00	\$0.00	\$0.00	0.00%
Building fire (111)	13	0.96%	\$16,000.00	\$4,500.00	\$20,500.00	51.12%
Cooking fire, confined to container (113)	6	0.45%	\$3,100.00	\$5.00	\$3,105.00	7.74%
Fuel burner/boiler malfunction, fire confined (116)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Trash or rubbish fire, contained (118)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Fire in mobile home used as fixed residence (121)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Fire in portable building, fixed location (123)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Mobile property (vehicle) fire, other (130)	2	0.15%	\$150.00	\$150.00	\$300.00	0.75%
Passenger vehicle fire (131)	3	0.22%	\$6,500.00	\$1,100.00	\$7,600.00	18.95%
Road freight or transport vehicle fire (132)	2	0.15%	\$5,000.00	\$0.00	\$5,000.00	12.47%
Off-road vehicle or heavy equipment fire (138)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Forest, woods or woodland fire (141)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Grass fire (143)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Outside rubbish fire, other (150)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Special outside fire, other (160)	2	0.15%	\$100.00	\$0.00	\$100.00	0.25%
Outside equipment fire (162)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
	39	2.86%	\$30,850.00	\$5,755.00	\$36,605.00	91.28%
2 Overpressure Rupture, Explosion, Overheat(no fire)						
Overpressure rupture, explosion, overhear other (200)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Excessive heat, scorch burns with no ignition (251)	2	0.15%	\$0.00	\$0.00	\$0.00	0.00%
	3	0.22%	\$0.00	\$0.00	\$0.00	0.00%
3 Rescue & Emergency Medical Service Incident						
Rescue, EMS incident, other (300)	6	0.45%	\$0.00	\$0.00	\$0.00	0.00%
Medical assist, assist EMS crew (311)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Emergency medical service, other (320)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
EMS call, excluding vehicle accident with injury (321)	998	74.04%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	33	2.45%	\$3,000.00	\$500.00	\$3,500.00	8.73%
Motor vehicle accident with no injuries. (324)	4	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Watercraft rescue (365)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Rescue or EMS standby (381)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
	1045	77.52%	\$3,000.00	\$500.00	\$3,500.00	8.73%
4 Hazardous Condition (No Fire)						
Hazardous condition, other (400)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Gasoline or other flammable liquid spill (411)	2	0.15%	\$0.00	\$0.00	\$0.00	0.00%
Gas leak (natural gas or LPG) (412)	2	0.15%	\$0.00	\$0.00	\$0.00	0.00%
Oil or other combustible liquid spill (413)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide incident (424)	12	0.89%	\$0.00	\$0.00	\$0.00	0.00%
Electrical wiring/equipment problem, other (440)	2	0.15%	\$0.00	\$0.00	\$0.00	0.00%
Heat from short circuit (wiring), defective/worn (441)	3	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Overheated motor (442)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Breakdown of light ballast (443)	2	0.15%	\$0.00	\$0.00	\$0.00	0.00%
Power line down (444)	16	1.19%	\$0.00	\$0.00	\$0.00	0.00%
Arcing, shorted electrical equipment (445)	2	0.15%	\$0.00	\$0.00	\$0.00	0.00%
Accident, potential accident, other (460)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
	45	3.33%	\$0.00	\$0.00	\$0.00	0.00%
5 Service Call						
Service Call, other (500)	6	0.45%	\$0.00	\$0.00	\$0.00	0.00%
Person in distress, other (510)	5	0.37%	\$0.00	\$0.00	\$0.00	0.00%
Lock-out (511)	9	0.67%	\$0.00	\$0.00	\$0.00	0.00%
Water problem, other (520)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Smoke or odor removal (531)	5	0.37%	\$0.00	\$0.00	\$0.00	0.00%
Animal rescue (542)	3	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Public service (553)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Assist invalid (554)	16	1.19%	\$0.00	\$0.00	\$0.00	0.00%
Defective elevator, no occupants (555)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Cover assignment, standby, moveup (571)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
	48	3.55%	\$0.00	\$0.00	\$0.00	0.00%
6 Good Intent Call						
Good intent call, other (600)	9	0.67%	\$0.00	\$0.00	\$0.00	0.00%
Dispatched and cancelled en route (611)	49	3.64%	\$0.00	\$0.00	\$0.00	0.00%
Wrong location (621)	31	2.30%	\$0.00	\$0.00	\$0.00	0.00%
Authorized controlled burning (631)	2	0.15%	\$0.00	\$0.00	\$0.00	0.00%
Smoke scare, odor of smoke (651)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Steam, vapor, fog or dust thought to be smoke (652)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
HazMat release investigation w/no HazMat (671)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
	94	6.97%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call						
False alarm or false call, other (700)	8	0.59%	\$0.00	\$0.00	\$0.00	0.00%
Municipal alarm system, malicious false alarm (711)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
System malfunction, other (730)	3	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Sprinkler activation due to malfunction (731)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Extinguishing system activation due to malfunction (732)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation due to malfunction (733)	3	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Heat detector activation due to malfunction (734)	2	0.15%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system sounded due to malfunction (735)	12	0.89%	\$0.00	\$0.00	\$0.00	0.00%
CO detector activation due to malfunction (736)	7	0.52%	\$0.00	\$0.00	\$0.00	0.00%
Unintentional transmission of alarm, other (740)	3	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Sprinkler activation, no fire - unintentional (741)	5	0.37%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation, no fire - unintentional (743)	6	0.45%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	13	0.96%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide detector activation, no CO (746)	6	0.45%	\$0.00	\$0.00	\$0.00	0.00%
	71	5.25%	\$0.00	\$0.00	\$0.00	0.00%
9 Special Incident Type						
Special type of incident, other (900)	2	0.15%	\$0.00	\$0.00	\$0.00	0.00%
Citizen complaint (911)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
	3	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count:	1348			Total Est. Loss:	\$40,105.00	

Attachment: FIRE DEPT JULY 2016 OT RPT (4997 : Fire Department Overtime and EMS Billing Report for July, 2016.)

**DE PERE FIRE RESCUE
MUTUAL AID REPORT
JULY, 2016**

MUTUAL AID GIVEN

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
1134	ASHWAUBENON	EMS
1136	COUNTY RESCUE	EMS
1146	BELLEVUE	FIRE
1155	ASHWAUBENON	FIRE
1171	LAWRENCE	EMS
1184	ASHWAUBENON	EMS
1191	DENMARK	EMS
1195	ASHWAUBENON	EMS
1240	ASHWAUBENON	EMS
1254	GREEN BAY	FIRE
1262	ASHWAUBENON	FIRE
1277	ASHWAUBENON	FIRE
1295	ASHWAUBENON	EMS
1297	LEDGEVIEW	FIRE
1308	LAWRENCE	FIRE
1328	COUNTY RESCUE	EMS

MUTUAL AID RECEIVED

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
1193	GREEN BAY	EMS
1194	COUNTY RESCUE	EMS
1215	ASHWAUBENON	EMS
1216	GREEN BAY	EMS
1298	GREEN BAY	EMS
1346	ASHWAUBENON	EMS
1346	COUNTY RESCUE	EMS
1346	GREEN BAY	EMS

**DE PERE FIRE RESCUE
STRUCTURAL FIRE "STILL" ALARMS FOR JULY 2016**



Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
07/04/2016	2098 Skyview (Village of Bellevue)	B	Building fire	C190, E111	Provide manpower
07/05/2016	124 Crestview Lane	A	Gas leak - fireplace	E111	Investigate
07/05/2016	200 S. Ninth Street	A	Smoke detector activation	E121	Investigate, unintentional
07/05/2016	115 N. Erie Street	A	Commercial fire alarm sounding	E111, E121	Investigate, false alarm
07/06/2016	200 S. Ninth Street	B	Sprinkler activation	E111, E121	Investigate, malfunction
07/11/2016	500 Main Avenue	C	Smoke detector activation	E111, E121, A111	Investigate, malfunction
07/11/2016	1700 Lawrence Drive	C	Passenger vehicle fire	E111, E121	Extinguishment
07/12/2016	950 Main Avenue	A	Smoke inside building	C101, C102, E111, E121, E621, E1821, L311, C390, C690, C1890, A6011	Investigate, cigarette outside near drive-thru and smoke came into building
07/13/2016	836 White Pine Avenue	B	Residential fire alarm	E111, E121	Investigate, false alarm

07/14/2016	1758 Burgoyne Court	A	Carbon monoxide alarm sounding	E121	Investigate, install new detector
07/18/2016	1100 Employers Blvd.	C	Commercial fire alarm sounding	E111, E121	Investigate, malfunction
07/19/2016	420 S. Broadway (City of Green Bay)	A	Building fire	E121	Extinguishment
07/19/2016	2142 Yahara Circle	A	Carbon monoxide alarm sounding	E111	Investigate, malfunction
07/21/2016	525 N. 10th Street	A	Fire alarm sounding	E111, E121	Investigate, unintentional
07/22/2016	3572 S. Ridge Road (Village of Ashwaubenon)	B	Smoke in residential property	L111	Investigate, overheated motor
07/24/2016	1799 CTH PP	B	Heavy equipment fire - large industrial front end loader	L111	Incident command, extinguishment
07/24/2016	820 N. Libal Street	B	Fire alarm sounding	E111, E121	Investigate, malfunction
07/25/2016	1665 Yellow Briar Drive (Town of Lawrence)	C	Smoke in office building	E121	Provide manpower, defective air conditioning unit
07/27/2016	1334 Fox River Drive	C	Fire alarm sounding	E111	Investigate, unintentional
07/30/2016	1011 Third Street	A	Heat detector activation	E111	Investigate, malfunction
07/30/2016	1600 Lawrence Drive	C	Fire alarm sounding	E111	Investigate, malfunction

EMS MEDICAL BILLING MONTHLY REPORT

	JAN. '16	FEB. '16	MAR. '16	APR. '16	MAY '16	JUNE '16
CHARGES	94,535	89,639	87,567	104,417	98,089	93,720
PAYMENTS	51,525	50,957	53,968	62,433	47,681	50,854
ADJUSTMENTS	34,515	30,457	35,733	37,088	39,421	35,671
WRITE OFFS	8,542	50,513	84	10,521	7,842	2,673

	JULY '16	AUG. '16	SEPT. '16	OCT. '16	NOV. '16	DEC. '16
CHARGES						
PAYMENTS						
ADJUSTMENTS						
WRITE OFFS						

Payments to EMS	
Jan. 2016	4,307
Feb. 2016	3,986
March 2016	4,270
April 2016	5,771
May 2016	3,954
June 2016	4,122
July 2016	
Aug. 2016	
Sept. 2016	
Oct. 2016	
Nov. 2016	
Dec. 2016	
Total Paid	\$26,410

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: August 9, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Police Overtime Report for July 2016

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

July's Miscellaneous OT of 11.25 hours is comprised of 10.75 Patrol 1.5 fraction allotments and .5 hours for Daily Observation Reports/Field Training Officer Reports.

The July Reimbursed Miscellaneous OT of 14 hours is comprised of 14 Drug Task Force investigation hours.

Staffing overtime hours are higher mostly due to vacations and FMLA leave and will continue to be high for several months for the same reasons.

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

ATTACHMENTS:

- 2014 PD OT Report Summary (PDF)
- 2015 PD OT Report Summary (PDF)
- July 2016 PD OT Report (PDF)

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2014**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC**	TOTAL
OFFICER SICK RELIEF	35.25	82.50	83.25	53.25	62.25	52.50	63.75	54.75	62.25	159.00	39.75	51.75	800.25
OFFICER WORKED ON HOLIDAY	4.00	4.00	8.00	41.25	18.50	54.25	60.50	16.00	116.00	22.00	8.00	227.00	579.50
OFFICER FOR COURT	36.00	12.00	15.00	9.00	18.50	21.00	27.00	18.75	3.00	9.00	14.25	6.00	189.50
OFFICER TRAINING		13.00	32.25	90.50	19.75	59.75	42.25	12.50	59.00	64.75	141.50	29.50	564.75
OFFICER RELIEF FOR FUNERAL							29.25		16.50		30.00		75.75
OFFICER ATTEND MEETING	40.50		6.00	9.75	11.25			17.25		2.25	38.75		125.75
STAFFING LEVEL	27.75	16.50	35.50	51.75	142.00	221.25	341.50	199.50	208.50	211.50	255.50	319.00	2030.25
INVESTIGATION	34.75	22.25	8.25	37.50	64.75	18.75	85.25	56.00	53.25	22.75	34.25	87.75	525.50
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	24.00	49.50	21.75	34.50	24.75	32.25		18.75	48.00	79.50	22.50	27.75	383.25
COMMUNITY RELATIONS									3.00	8.25			11.25
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		15.00			34.00	255.25	6.75		36.75	9.00		55.50	412.25
MISCELLANEOUS	14.00	25.25	28.50	5.50	26.50	62.75	25.75	17.25	26.25	34.50	17.75	31.75	315.75
MISCELLANEOUS REIMBURSED	107.25	102.00	119.25	107.00	93.00	141.75	203.25	96.00	110.25	97.50	66.75	104.25	1348.25
Gross OFFICER OVERTIME	323.50	342.00	357.75	440.00	515.25	919.50	885.25	506.75	742.75	720.00	669.00	940.25	7362.00
SUBTOTAL REIMBURSED OVERTIME	(131.25)	(166.50)	(141.00)	(141.50)	(151.75)	(429.25)	(210.00)	(114.75)	(195.00)	(186.00)	(89.25)	(187.50)	(2143.75)
NET OFFICER OVERTIME	192.25	175.50	216.75	298.50	363.50	490.25	675.25	392.00	547.75	534.00	579.75	752.75	5218.25
SECRETARY OVERTIME													0.00
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: \$133,357.00

Expenditures through 1/02/2015 \$145,016.00

Percent of Total Budget: 108.74%

NOTES:

* Period 1/4/2014 - 1/31/2014

+Period 3/29/2014 - 4/25/2014

#Period 6/21/2014 - 08/01/2014

^^Period 9/27/2014 - 10/24/2014

Period 2/1/2014 - 2/28/2014

++Period 4/26/2014 - 5/23/2014

##Period 8/2/2014 - 8/29/2014

*+Period 10/25/2014 - 11/21/2014

Period 03/01/2014 - 03/28/2014

^Period 5/24/2014 - 6/20/2014

^^Period 8/30/2014 - 9/26/2014

*+*Period 11/22/2014 - 1/2/2015 (6 weeks)

OVERTIME BY REASON 2015

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	32.00	77.50	59.50	59.50	54.50	23.50	23.00	70.50	29.00	22.50	45.00	28.00	524.50
OFFICER WORKED ON HOLIDAY	8.00	18.00	4.00	26.00	12.00	97.50	63.00	13.00	129.25	14.00	16.00	233.25	634.00
OFFICER FOR COURT	14.00	22.00	18.50	8.00	6.00	16.00	12.00	10.00	11.00	12.00	6.00	11.50	147.00
OFFICER TRAINING	19.00	144.50	132.50	73.75	78.00	54.50	17.00	65.50	179.50	97.50	99.25	75.50	1036.50
OFFICER RELIEF FOR FUNERAL			7.50										7.50
OFFICER ATTEND MEETING	12.00		12.00	7.50	0.50	16.00	4.00	22.50		17.00	8.50	18.00	118.00
STAFFING LEVEL	45.00	47.50	49.50	67.00	103.00	105.00	112.00	102.25	98.00	59.00	105.00	119.00	1012.25
INVESTIGATION	20.25	78.00	43.25	34.50	35.00	48.00	49.00	25.00	26.00	26.00	51.50	37.00	473.50
HONOR GUARD FOR FUNERAL				22.00	8.00	2.00				3.00	12.00		47.00
SCHOOL LIAISON REIMBURSED	17.00	35.00	19.00	21.50	8.50	21.50		14.00	30.50	38.50		9.00	214.50
COMMUNITY RELATIONS	1.00		2.00							3.50			6.50
SPECIAL ASSIGNMENT									22.50	24.50			47.00
SPECIAL ASSIGNMENT REIMBURSED		10.00		10.50	26.00	178.00	6.00		10.00			38.50	279.00
MISCELLANEOUS	6.00	14.25	7.75	8.75	35.00	18.50	9.75	8.75	53.25	6.25	25.50	22.00	215.75
MISCELLANEOUS REIMBURSED	59.50	33.50	24.00	39.00	20.50	28.50	33.25	30.00	44.00	15.00	46.00	71.50	444.75
Gross OFFICER OVERTIME	233.75	480.25	379.50	378.00	387.00	609.00	329.00	361.50	633.00	338.75	414.75	663.25	5207.75
SUBTOTAL REIMBURSED OVERTIME	(76.50)	(78.50)	(43.00)	(71.00)	(55.00)	(228.00)	(39.25)	(44.00)	(84.50)	(53.50)	(46.00)	(119.00)	(938.25)
NET OFFICER OVERTIME	157.25	401.75	336.50	307.00	332.00	381.00	289.75	317.50	548.50	285.25	368.75	544.25	4269.50
SECRETARY OVERTIME													0.00
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: \$150,000.00

Est. Expenditures through 1/06/2016 \$122,227.00

Percent of Total Budget: 81.48%

NOTES:

* Period 1/3/2015 - 1/30/2015

+Period 3/28/2015 - 4/24/2015

#Period 7/4/2015 - 7/31/2015

^^Period 9/26/2015 - 10/23/2015

**Period 1/31/2015 - 2/27/2015

++Period 4/25/2015 - 5/22/2015

##Period 8/1/2015 - 8/28/2015

*+Period 10/24/2015 - 11/20/2015

***Period 2/28/2015 - 3/27/2015

^Period 5/23/2015 - 7/03/2015

^^Period 8/29/2015 - 9/25/2015

*+*Period 11/21/2015 - 1/1/2016

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2016**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*++	TOTAL
OFFICER SICK RELIEF	42.00	8.00	21.00	29.00	71.50	12.50	30.50						214.50
OFFICER WORKED ON HOLIDAY	8.00	8.00	36.00	4.00	80.75	20.00	60.00						216.75
OFFICER FOR COURT	13.00	10.50	12.00		22.00	34.00	8.00						99.50
OFFICER TRAINING	40.50	42.50	155.75	227.50	132.25	191.00	35.00						824.50
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						88.00
STAFFING LEVEL	8.00	19.00	34.50	28.50	135.50	142.50	159.00						527.00
INVESTIGATION	39.50	25.50	18.25	49.50	47.00	28.75	55.00						263.50
HONOR GUARD FOR FUNERAL		7.50											7.50
SCHOOL LIAISON REIMBURSED	21.50	20.00	7.00	17.50	26.00	13.50							105.50
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT						9.00	2.00						11.00
SPECIAL ASSIGNMENT REIMBURSED		12.50			197.75								210.25
MISCELLANEOUS	8.00	17.25	46.00	15.50	36.75	18.00	11.25						152.75
MISCELLANEOUS REIMBURSED	76.50	42.00	112.00	89.00	43.00	24.00	14.00						400.50
Gross OFFICER OVERTIME	271.00	230.25	462.50	482.00	801.00	508.75	384.75	0.00	0.00	0.00	0.00	0.00	3140.25
SUBTOTAL REIMBURSED OVERTIME	(98.00)	(74.50)	(119.00)	(106.50)	(266.75)	(37.50)	(14.00)	0.00	0.00	0.00	0.00	0.00	(716.25)
NET OFFICER OVERTIME	173.00	155.75	343.50	375.50	534.25	471.25	370.75	0.00	0.00	0.00	0.00	0.00	2424.00
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: **\$140,000.00**
Expenditures through 08/03/2016 **\$102,565.40**
Percent of Total Budget: **73.26%**

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
^^Period

^^^Period
*+Period
*+*Period

Attachment: July 2016 PD OT Report (4988 : Police Overtime July 2016)

DEPARTMENT TOTAL

S:MONTHLY/OT BY OFFICER

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: August 9, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Consideration of Request for Hiring a Project Manager to assist with an Emergency Roof Replacement for Police Department*

The roof over the police department has developed a number of leaks over the years. In each case the leak was repaired successfully by a contracted roofing company. In August 2015, a roof inspection revealed a number of concerns that the roofing company designated as significant. In July 2016, another leak developed, but worse than previous years causing paint to peel from interior walls by water running between the walls. A quick patch of the large gaping seam separation was made by city staff to stop the flow of water. A roofing company was called in to inspect and found the roof in need of replacement versus just another fix. Apparently, water has seeped along under the roof and has caused damage to the under layment materials and insulation. A patch of the roof now would seal the water in the layers of the roof and cause even more damage over time. A complete replacement of the roof is needed, which will also address the significant items found in 2015.

The roof replacement was not budgeted for 2016. Initial estimates for the replacement are between \$30,000 and \$40,000. Because of the costs of the labor to install, the materials needing replacement, and the time involved to bid out the project yet in 2016, we have requested quotes for designing and managing this project from outside sources. The companies responding were as follows:

Performa - \$10,000 -12,000
 Graef - \$4,000 - \$5,000
 S.E.H. - \$7,500 - \$10,200

The three email submitted quotes are attached for review.

Based on cost estimates, I would recommend selecting Graef as the project manager to design and manage the replacement of the damaged police roof.

Please contact me if you have questions about this request. Thank you for your consideration.

ATTACHMENTS:

- Performa Police Roof (DOCX)
- Graef Police Roof (DOCX)
- SEH Police Roof (PDF)

Marty,

Thank you for contacting Performa for assisting you with the reroofing project of the De Pere Police Department. Per your request, we are proposing to provide the City of De Pere with Design and Project Management services for this project. We understand our scope for this project to be

- **Predesign Site / Condition Assessment**- estimating 2 people for a total of **4 to 6 working hours**
- **Research Materials and options**- estimating approximately **4 to 6 working hours**
- **Drawings and Details**- the level of involvement may depend on the roofing system, conditions on the roof, etc.; estimating **approximately 40 hours**
- **Specification writing**- estimating approximately **8 working hours**
- **Management of the Bid Phase**- estimating **8 to 12 hours**, depending on complexity and number of bidders
- **Construction Site Visits**- estimating approximately **8 hours**

The total time range is between **72 and 80 hours** of design and project management time for a **total fee range of \$10,000 to \$12,000**. I am suspecting that the best approach to our involvement would be to contract on a ***Time and Material Basis*** anticipating a total fee somewhere within the range indicated. Please let me know of your thoughts on this.

If you would prefer, I can issue to you a formal proposal on company letterhead.

Please feel free to contact me or Todd Hietpas (copied on this email) at any time if you have any questions or comments on this matter.

Brian J. Rinke, P.E., S.E.

Structural Engineer



Performa, Inc.
ARCHITECTS+ENGINEERS

124 N. Broadway
De Pere, WI 54115
920.347.3131 Direct
920.336.9929 Office
920.336.2899 Fax
brianr@performainc.com
Performainc.com

Attachment: Performa Police Roof (4989 : Police Emergency Roof Replacement)

From: Marty Kosobucki [<mailto:mkosobucki@mail.de-pere.org>]
Sent: Friday, July 22, 2016 6:15 AM
To: Lefebvre, Michael <michael.lefebvre@graef-usa.com>
Cc: Jensen, Jay <jay.jensen@graef-usa.com>; Rosenthal, Lori <lori.rosenthal@graef-usa.com>
Subject: RE: Police Roof

So what I am seeing/interpreting...it would be about \$4000-\$5000 to develop the technical specs and develop the bid packet?

From: Lefebvre, Michael [<mailto:michael.lefebvre@graef-usa.com>]
Sent: Thursday, July 21, 2016 11:48 AM
To: Marty Kosobucki
Cc: Jensen, Jay; Rosenthal, Lori
Subject: FW: Police Roof

Hi Marty

See Jay's e-mail below....I expect the cost to prepare the technical specification will be about \$1500 but I would budget \$2000. That cost does not include the up-front Bidding Documents which would need to be prepared by the City. We could do that for you, but that would likely cost an additional \$2500 to \$3000, depending on what the City Bidding requirements would be. We would need two weeks to get it done. Jay would also need to stop over and inspect the roof.

In Jay's e-mail, he referred to **additional construction cost items**. These are items that might be an issue if the damage extends below the roof structure. You won't know that until the roof is off. It doesn't make sense to prepare a technical spec for those unknown items. You would deal with them during the replacement process. The City would likely need to work with the Contractor on a change-order basis.

Let me know if you want to proceed....call if you have questions...

From: Jensen, Jay
Sent: Thursday, July 21, 2016 11:22 AM
To: Lefebvre, Michael <michael.lefebvre@graef-usa.com>
Subject: RE: Police Roof

Mike,

I spoke to Dean from Blindauer Roofing regarding the Police Department Roof.
The existing roof is a **EPDM** fully adhered 60 mil thickness.
From our conversation it appears to be a complete tear off project because of the amount of water that has penetrated the roofing membrane.
GRAEF can provide technical specifications for the following items to bid roofing installation.

EPDM roofing specifications will include:

1. EPDM roofing
2. Rigid insulation with ISO board top layer or sandwich panel (ISO board is insulation protection board)
3. Sheet metal flashings

4. Reglets for attachment to existing structure
5. Gravel stop at outside roof edge
6. Counter flashings and Cant strips for roof penetrations
7. Wood Sheathing over metal deck unless part of insulation protection board system.
8. Vapor retarders
9. Wood blocking
10. Sealants

Need to consider additional costs:

Tapered insulation for positive drainage if existing system uses tapered insulation.

Corrosion of existing metal decking – repair rusted out areas.

Cleaning of existing metal deck roof to remove rust and recoat to prevent further damage.

Possible perimeter masonry damage from water entering wall system.

Thanks,
Jay



Building a Better World
for All of Us®

July 25, 2015

RE: De Pere Police Department – Roof
Replacement
SEH No. DEPEW 138127

Marty Kosobucki
City of De Pere
925 South Sixth Street
De Pere, Wisconsin

Dear Marty:

This letter is in response to your request for proposal for professional services associated with replacing the existing roof on the De Pere Police Station located at 335 S. Broadway.

Project Understanding

Existing Police Station roof has had leaking issues for the past few years. It has been determined that the best solution is to replace the existing EPDM roof with a new EPDM roof. Existing roof area is approximately 4,260 s.f. in area.

Scope of Services – Bid Documents / Bidding

Short Elliott Hendrickson, Inc. (SEH) and our consultant Specialty Engineering Group, LLC (STR/SEG) will provide the following design and bidding services:

1. Initial meeting with City to review project, specific requirements, schedule, and budget.
2. Conduct a pre-design survey of subject roof and wall areas to evaluate condition. Based on this survey, recommendations will be made to City on the scope of work required, options will be provided as well as budget estimates for proposed work.
3. Discuss options with City to verify selected options and project requirements, prior to beginning construction documents.
4. Prepare bid documents containing specifications, roof plan and required details. City's standard front end specification sections will be utilized for specifications. Documents will be prepared to promote competitive bidding by qualified contractors using STR/SEG acceptable products, resulting in a manufacturer's warranty.
5. Assist City in posting documents for bidding / advertising for bid.
6. Respond to contractor questions during bidding.
7. Attend pre-bid meeting, if required, at project site.
8. Attend bid opening and assist City with contractor selection.

Our associated fee for Bid Document / Bidding Scope of Work shall be a Lump Sum Fee of **\$7,500**.

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 425 West Water Street, Suite 300, Appleton, WI 54911-6058
SEH is 100% employee-owned | sehinc.com | 920.380.2800 | 888.413.4214 | 888.908.8166 fax



Attachment: SEH Police Roof (4989 : Police Emergency Roof Replacement)

July 25, 2015
Page 2

Scope of Services – Construction Administration

Short Elliot Hendrickson, Inc. (SEH) and our consultant Specialty Engineering Group, LLC (STR/SEG) will provide the following Construction Administration services:

1. Attend project kick off meeting to review project, owner requirements, and conditions.
2. Review shop drawings, submittals and change orders
3. Review permits and licensing
4. Review contractor's applications for payment
5. Review contractor and manufacture warranties
6. Conduct periodic site visits to observe quality and progress of work and apprise City of construction activities and issues that may arise.
7. Generate punchlist of deficient or outstanding items at substantial completion of project. Upon notification by the contractor that the project is complete, conduct final review prior to final acceptance of completed project.

Our associated fee for Construction Administration scope of work shall be a Lump Sum Fee of **\$2,700**.

Not included in either of the above fees are the following:

- Reimbursable expenses such as: mileage, reproduction costs, advertisement cost, etc.
- Any possible required material testing
- Structural engineering / design
- Mechanical, Electrical, or Plumbing engineering / design

Prior to moving forward with any work above, a more formal letter of agreement will be submitted to the City of De Pere for final authorization.

Please review and let us know if you have any questions or concerns.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Patrick H. Fehrenbach, AIA, LEED AP
Sr. Architect

Attachment: SEH Police Roof (4989 : Police Emergency Roof Replacement)

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

MEETING DATE: August 9, 2016

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Consider Fire Department's request to procure a Utility Terrain Vehicle.*

ATTACHMENTS:

- UTV REQUEST (PDF)

Memo



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

From: Dennis L. Rubin, Fire Chief *DLRubin*

Date: August 3, 2016

Re: Request to procure a Utility Terrain Vehicle

The Fire & Rescue Department would like to respectfully request permission to seek donations to purchase a Utility Terrain Vehicle (UTV) for our operational use. The purpose of a UTV would be primarily two-fold. First, we are in significant need of an off-road patient care and transport capability vehicle within our response fleet. Regularly, we are called upon to provide this type of service for many special events. The various special events such as the Memorial Day Parade, Brown County Fair, Celebrate De Pere, CellCom Marathon and many other events can only be properly managed using a properly equipped and functionally designed small off-road vehicle such as a UTV. This high demand of service has been filled previously by borrowing the appropriate vehicle from our neighbor's fleet of vehicles. Among our local partners, we have asked Ashwaubenon Public Safety, St. Norbert's College Security, Bellevue Fire Department, and Green Bay Metro Fire Department to borrow their UTV response vehicles. There is a general reluctance to loan this specialized type of equipment, because of its high demand and unpredictable need.

Next, the Department is asked to respond to many wildland and other outdoor related fires. That brings up the second purpose of asking for this additional off-road response vehicle. When the Department is required to go deep into wooded areas such as along the various rail lines that traverse our City; small, all-wheel drive vehicles are necessary. We have had to use only hand tools and water tank back-packs to extinguish these fires causing a delay based on the personnel needs. The UTV that we would like to acquire is specifically designed to control and extinguish these specific types of fires. Occasionally, we have had to call in this specialized off-road type of equipment from neighboring departments as well.

In the final analysis, the requested UTV would serve our City at all special events, providing medical care and transportation for the sick and injured. As well as this new special response unit would be our front line of defense for various types of wildland and outdoor fires. Based on using this vehicle for these two primary purposes, as well as providing assistance during severe weather related emergency to push snow and/or traverse mud and standing water, an UTV would be a very welcomed and necessary piece of equipment.

As the Department has been preparing the budget for 2017, it has become abundantly clear that there is no city funding to take on this additional project. Therefore, to move on this mission critical purchase the Department would need to take the lead to secure the funding through sources other than the City's

Attachment: UTV REQUEST (5010 : Consider Fire Department's request to procure a Utility Terrain Vehicle.)*

general or capital funds. The Department has accepted this challenge and is willing to raise the needed financial resources to make this purchase of the UTV and related necessary fire and emergency medical equipment.

We would like to respectfully request the Common Council's permission to grant the Fire Department the authority to raise donated funds and grants not to exceed \$30,000 in total to purchase a UTV that will meet the City's needs for both wildland fires and emergency medical care at special events.

Further, the Department has already received two donations earmarked for this specific project. The Brown County Fair Association and Angles Touch Assisted Living has committed to provide the medical patient care compartment for a standard sized UTV, which has an estimated value of \$5,000. Finally, we have received our first cash donation of \$10,000 from Ms. Donna Gilson of De Pere to kick-off our fund raising efforts.

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

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: August 9, 2016

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Consideration of Water Billing Credit Card Transaction Agreement with CSI. *

ATTACHMENTS:

- Memo(DOC)
- De Pere Water Agreement 060116 (DOCX)

To: Honorable Mayor and Members of the City Council
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Shana Ledvina, Clerk-Treasurer
Date: August 3, 2016
Subject: Consideration of Water Credit Card Provider Agreement

We have attached the proposed agreement with CSI to be the credit card provider for our water and sewer utility customers allowing them to pay their bills online on our website. The agreement charges the customers a \$4.95 per transaction for the service. The Green Bay Water Utility uses this method to cover the cost of credit card fees. The utilities can also elect to cover this cost rather than passing it on to its customers. The fee could be negotiated with CSI based on a percentage of the amount paid. It appears the fee would be roughly 2.5% from what we have seen with other utilities. The Village of Ashwaubenon has elected this option. Based upon that percentage and estimating that roughly 20% of customers would use this option, the total cost for this service would be roughly \$35,200 per year for De Pere given the current customer average quarterly bill of \$200 per quarter. For your information, De Pere customers also have the EZ pay option to pay their bills. We currently have 968 customers (11%) using this payment option where the utility directly withdraws balances from customer bank accounts on the due date of the bill with no fee to us or to the customer.

We present the agreement for your review and consideration so that you can decide which option you would prefer (City pays cost or cost passed on to customer). We will then notify CSI which option has been chosen so we can allow the customers to begin paying their bills online for the 3rd quarter billing if that is their preference. Feel free to contact us with any questions you may have regarding this new customer payment option.



This Agreement is BETWEEN:

CollectorSolutions, Inc.
316 South Baylen Street, Suite 590
Pensacola, Florida 32502

Referred to herein as 'CSI', AND

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

Referred to herein as 'the Client', collectively referred to as 'the Parties'

WHEREAS:

CSI provides electronic billing and payment acceptance services, including debit card, credit card and electronic check (eCheck) payment processing.

CSI possesses the technical capability and personnel to perform electronic bill presentment and process debit card, credit card and/or electronic check (eCheck) payments of account customers of the Client.

As provided for by CSI's web-based platform, the Client can, at its own discretion, make a multiple of services available to its account customers at various times via various collection modes, for various payment types, and by various payment methods.

CSI has agreed to provide such services in accordance with the Statement of Work and pricing set forth in Appendix "A" attached hereto.

NOW, THEREFORE

In consideration of the covenants to be kept and performed by the Parties, it is agreed:

I. DEFINITIONS

The following words, terms and phrases, when used in this Agreement, shall have the meanings ascribed to them in this section.

ACH: Automated Clearing House – group of processing institutions linked by a computer network to process electronic payment transactions between financial institutions.

Business Day: All banking days, excluding Saturday and Sunday and holidays, established by the Federal Reserve System.

Check Conversion: The conversion of a physical paper check into an electronic check.

Check Truncation: The electronic image of a paper check.

Convenience Fee: A fee charged by CSI for the processing of payments to the Client, which is paid by the Customer or Payer.

Credit Card: A U.S. issued American Express, Discover, MasterCard, or Visa.

DDA: Direct Deposit Account is a bank account maintained by the Client to receive fund remittances from CSI and/or to which CSI will make correcting debits in the event of chargebacks and/or returns.

eCheck: An electronic representation of a paper check utilized to authorize a direct payment against the checking or savings account of the Payer in the form of an ACH debit transaction. An instance of an eCheck may be created by the Payer via manual user-entry or automated Check Conversion.

Force Majeure: To include natural disasters, such as, hurricanes, floods, and earthquakes, system failures, such as, Telephone, Internet, and Power outages, financial failures, such as, Federal Reserve financial and processing-platform failures, as well as, war, riots or other major social upheavals.

Merchant Account: The account established by the acquiring bank which deposits credit and debit card funds into the Settlement Account for subsequent transfer into the DDA of the Client.

NACHA: National Automated Clearing House Association – develops operating rules and guidelines for the Automated Clearing House (ACH) Network and the legal framework for electronic payments. It serves as the definitive source of information governing the exchange and settlement of electronic fund transfers through the ACH network. All parties are subject to adherence to NACHA operating rules.

Non- Qualified Transaction: A credit or debit card payment which does not qualify for the lowest rate of inter-change processing costs under the VISA Utility Rate Program. Corporate, rewards and loyalty credit cards typically do not qualify under this program.

Initials: CSI: _____

CLIENT: _____



Payer: The customer of the Client who is submitting a payment to Client.

PCI – DSS: Payment Card Industry Data Security Standard – a worldwide information security standard defined by the Payment Card Industry Security Standards Council. The standard was created to help payment card industry organizations that process card payments prevent credit card fraud through increased controls around data and its exposure to compromise. The standard applies to all organizations that hold, process, or exchange cardholder information from any card branded with the logo of one of the card brands.

Qualified Transactions: A credit or debit card payment which qualifies for the lowest rate of inter-change processing costs under the VISA Utility Rate Program.

Settlement Account: A bank account at a federally insured banking institution where credit and debit card payments shall be initially deposited and that result from CSI's processing of payments for the Client. This account is the legal property of the Client and all interest income and all expenses associated with this account are the responsibility of the Client. CSI is expressly permitted to transfer funds into this account from credit and debit card transactions in the Merchant Account, and to transfer funds out of this Settlement Account into Client's DDA. CSI may also transfer funds from this Settlement Account to a CSI owned bank account only to the extent that funds transferred into this account are convenience or processing fees which are earned and due to CSI pursuant to this Agreement.

II. TERMS

- Client shall provide a correct and complete listing and accounting of all entities which will use the services of this Agreement and all payment types that it will receive through CSI's services. CSI shall perform the appropriate background check on all such entities, including a review of the Office of Foreign Assets Control database. Client agrees to respond to all questions of CSI regarding all of the entities which are receiving payments as well as the nature and purpose of all such payments.
- CSI shall provide, install or make available via electronic means, software necessary for the fulfillment of its Solution at all locations as designated by the Client.
- CSI shall provide adequate assurance to the Client that all data communicated over or processed or stored on the equipment owned, leased or controlled by CSI shall be secure. Additionally, CSI shall assign a unique identification number to each transaction for security and auditing purposes.
- Additional Client locations may be added to the CSI Solution at no additional cost to the Client.
- Certain electronic devices, such as the credit card swipe machine, may be provided at no additional cost by CSI; however, Client shall be responsible for the security and safekeeping of any such devices, including providing appropriate protection against a data breach or theft.
- CSI shall provide reports, which shall contain transactional data on a daily basis, month-to-date, year-to-date, or from/to dates within a fiscal year, by individuals within agencies of the Client or by system totals. Additionally, reports shall be able to be segregated by the Client distinguishing various levels of transaction analysis. This analysis includes but is not limited to transaction analysis segregating credit card vs. eCheck transactions. CSI shall also provide software that will enable the Client to utilize existing receipt printers for the preparation of payment receipts.
- CSI represents and warrants that (i) it has the full right to utilize and employ the Service Software and (ii) the Service Software does not infringe upon the intellectual property rights of others; further, CSI shall indemnify and hold harmless the Client from all claims, demands, damages, judgments or decrees, including its reasonable attorneys' fees, in connection with a breach of this representation and warranty or a claim by a third party which asserts that this representation and warranty is untrue.
- CSI and the Client shall not be liable for unanticipated technical difficulties caused by any bank, third party processing service or telecommunications providers, weather, or other events generally recognized as "forces majeure", provided that such events could not have been reasonably foreseen and guarded against by the performing party, or other events outside the control of CSI or the Client.
- In the event a Payer instructs CSI that it has been incorrectly or overcharged, CSI is permitted to void or credit the transaction with the Payer and correspondingly either debit Client's DDA or Settlement Account, or offset deposits to the Client by such amount.

Initials: CSI: _____

CLIENT:



10. Fees charged to the Client's customers will be prominently and separately disclosed prior to the execution of the transaction and again separately displayed on all CSI generated receipts of the Client. All CSI generated receipts will contain a disclosure or disclaimer statement of the Client's choosing, such as: *"A third party convenience fee has been added for the processing of your payment. Client shall have the right to serve notice as part of the billing process that any action or dispute that results in a 'credit hold' or 'charge back' on funds will be considered as a non-payment of the customer's account and may result in assessed penalties."*
11. This agreement is effective for a period of 3 years from the date of signature. This Agreement will automatically renew thereafter in one year intervals unless written notice of termination is provided 90 days prior to the expiration of the Agreement.
12. From time to time the scope of services provided by CSI may be changed. The Client may want additional CSI processing services added to this agreement.
13. The Client authorized party or signatory to this agreement is authorized to negotiate changes to this agreement. Such changes which are mutually agreed upon by and between the Client and CSI shall be provided in accordance with a written amendment to this Agreement approved by the Client.
14. CSI shall provide appropriate training to Client on the rules and regulations of the Payment Networks and NACHA, as well as provide training for the use of CSI's service and reporting suite platform.
15. All data provided through CSI's data exchange platforms by the Client and/or the Client's Vendors shall be considered confidential and shall not be revealed to any third party, unless so ordered by a court of competent jurisdiction, unless disclosure is otherwise required by law or upon the written instruction from the Client provided it is not contrary to any provision of this Agreement.
16. In order to maximize customer utilization of CSI Electronic Payments service, Client agrees to market the availability of ACH & Credit Card services.
17. CSI agrees to maintain the prescribed level of Data Security Standards as defined by the Payment Card Industry (PCI). CSI agrees to hold harmless the Client in the event of any infiltration, hack, breach, or violation of the CSI Processing System that results in the compromising of credit card, debit card and/or banking information. Client agrees to not hold CSI liable in the event of any

infiltration, hack, breach, or violation of the Client System, Client Agent, and/or Client Third Party Processor or System unless such infiltration, hack, breach or violation is determined to have occurred solely due to the gross negligence or willful malfeasance of CSI.

Client agrees to provide CSI with written notice, specifically detailing any alleged failure, within thirty (30) days of the date on which the alleged failure or error first occurred; failure to so provide notice shall be deemed an acceptance by Client and a waiver of any and all rights to dispute such failure or error. CSI shall bear no liability and have no obligations to correct any errors resulting from Client's failure to comply with the duties and obligations of the preceding sentence.

CSI's liability related to or arising out of this Agreement shall in no event exceed fees paid to CSI for the particular services in question for the calendar month immediately preceding the date on which any act or omission of CSI for which Client alleges liability on the part of CSI. The parties acknowledge that the limitations set forth in this section are integral to the amount of fees charged by CSI for the Services provided hereunder, and recognize that if CSI were to assume any further liability beyond that set forth in this section, such fees would be substantially higher. Except as otherwise set forth in this section, Client's exclusive remedy for any and all claims against CSI arising out of or in any way related to the transactions contemplated herein shall be termination of this Agreement.

18. All notices required to be given pursuant to the terms of this Agreement shall be in writing and sent by Certified Mail, Return Receipt requested, to the addresses set forth below, or by hand delivery or a business courier (Federal Express, Airborne, etc.) to the address of a party or by facsimile transmission. Any notice, request or other communication transmitted by mail shall be deemed to have been sufficiently given for purposes hereof on the fifth (5th) day after date of mailing, or if delivered by hand or business courier when received at the address of the recipient, and if given by facsimile transmission, upon receipt by the sender of an acknowledgment of the transmission generated by the machine from which the facsimile in its entirety was sent to the recipient's facsimile number; provided that if such notice or other communication is delivered by hand or business courier, or is received by facsimile on a day which is not a business day, or after 5:00 P. M. on any business day at the addressee's location, such notice or communication shall be deemed to be duly received by the recipient at 10:00 A. M. on the first business day thereafter. Notice given to an agent of a party shall be deemed notice given to the party. The address of a party may be changed by written notice given to the other party in the same

Initials: CSI: _____

CLIENT:



manner as provided above; however, and unless provided otherwise, notice shall be effective if sent to a party at such other address the party may from time to time utilize at the time of the giving of any notice. The failure of a party to give notice of any change of address shall not defeat the giving of effective notice pursuant to the terms of this Agreement. For purposes hereof, the parties designate as their mailing or business addresses, those addresses set forth below:

COLLECTORSOLUTIONS, INC.
316 South Baylen Street, Suite 590
Pensacola, Florida 32502
Phone: 877 813 0199
Email: sales@collectorsolutions.com
Fax: 850-444-9331

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

ATTN: Kim Couillard
Office Coordinator
Phone: (920) 448-3480
Email: kimco@greenbaywi.gov

Website: <http://www.de-pere.org>

19. Any claim of nonperformance on the part of CSI by Client must be in writing and specifically state the nature of the problem. CSI shall use its best efforts to rectify any problems under its control as rapidly as possible. If, after reasonable efforts by CSI and a reasonable time period, such cure attempt is not reasonably acceptable to the Client, then the Client may, after giving CSI notice of its unacceptability, give notice of termination of this Agreement. Notice of termination will be effective upon receipt of such notice by CSI. Client may not unreasonably withhold their acceptance of CSI's cure.
20. The Laws of the State of Wisconsin shall govern this Agreement. CSI and Client agree to comply with all federal, State of and all city and county laws. Further, CSI and Client agree to comply with all rules and regulations of the payment networks (Visa, MasterCard, Discover and American Express) and NACHA (for e-check payments). In the event that the payment networks or NACHA impose any penalty or fine due to Client's non-compliance with such organization's rules and regulations, Client agrees to be responsible for such amounts.

21. This Agreement represents the entire understanding between the Client and CSI. Any amendments or changes must be in writing and executed by persons authorized to bind the Company.
22. If any portion of this Agreement is deemed to be invalid, the balance of the Agreement shall remain in full force and effect.
23. CSI will pay on behalf and hold the Client harmless from any liability directly or indirectly related to the transfer process of funds as performed by CSI. CSI assumes full responsibility for such transfers and insures that a) intended funds of payer reach the account(s) of the Client and b) that only access for CSI is for the purpose of collecting its Convenience Fee. This paragraph shall survive any termination of this Agreement.
24. This Agreement shall not be modified nor amended unless such modification or amendment shall be in writing and signed by CSI and the Client.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this the day and year first above written. Signed, sealed and delivered in the presence of:

COLLECTORSOLUTIONS, INCORPORATED

Signature _____ Date _____

Name Christopher F. Battel
Title Chief Operating Officer

Witness _____ Date _____

Name Maureen B. Valentino
Title Senior Vice-President

AND,

Signature _____ Date _____

Name Joe Zegers
Title Finance Director

Witness _____ Date _____

Name _____
Title _____

Initials: CSI: _____

CLIENT: _____



Statement of Work

SERVICES

ELECTRONIC BILL PRESENTMENT

CSI shall license and make available to the Client its electronic bill presentment service platform. Specifically, CSI shall be responsible for proposing all communication messages to the Client's customers, and receiving approval from Client prior to sending any of such messages. CSI shall send approved messages including electronic bills or links to a dynamically created electronic bill of the Client to its customers using SMS text message or e-mail. Client is responsible for providing all digital contact information of the customers to CSI.

CREDIT and DEBIT CARDS

CSI shall license and make available to the Client its processing Software and Hosting Services (the "Service" or "Services") for the electronic presentment of bills and the processing of monetary payments to the Client via credit and debit cards (American Express, Discover, MasterCard, and Visa). All Software provided in the fulfillment of this Agreement shall be the proprietary property of CSI. CSI is an independent contractor for all purposes hereof. This Agreement does not convey an agency status to CSI. Credit/debit card transactions shall be deposited and credited to the Client's Settlement Account. CSI is expressly permitted to move funds from the Settlement Account to the DDA(s) of the Client. The transfer of funds will occur on or before the third business day subsequent to the transaction date. All credit and debit card funds deposited or transferred into the Settlement Account, excluding any CSI Convenience Fee, will remain the property of the Client. The Parties agree that CSI is providing the credit and debit card services pursuant to the Merchant Payment Processor Exemption.

eChecks (ACH)

CSI shall license and make available to the Client its processing Software and Hosting Services (the "Service" or "Services") for the processing of monetary payments to the Client via ACH (Savings and/or Checking Accounts). All Software provided in the fulfillment of this Agreement shall be the proprietary property of CSI. CSI is an independent contractor for all purposes hereof. This Agreement does not convey an agency status to CSI. ACH transactions shall be deposited and credited directly to the Client's DDA. CSI is expressly permitted to move funds from the Payer's specified Account to the DDA(s) of the Client. The transfer of funds will occur on or before the second business day subsequent to the transaction date. CSI is performing its eCheck services as a Third Party Sender, and will never permit funds to be transferred from a Payer into a CSI owned bank account.

Initials: CSI: _____

CLIENT:



City Of De Pere Appendix A.1

Boarding Set Up

1. CIS SYSTEM UTILIZED : Northstar
2. WEB MODULE UTILIZED eCare
3. IVR SYSTEM UTILIZED: NA
4. POS SYSTEM UTILIZED: NA
5. POS DEVICES UTILIZED: NA
6. Merchant Category Code: 4900
7. FEES:

Set Up Fees \$0.00
Recurring Fees (monthly\annual) \$0.00

Accepting Credit and Debit Cards YES

Transactional Fees \$4.95 per transaction with a 30 day cap of \$600.00

Fees to be paid by Payer

Accepting eChecks Yes

Transactional Fees Web - \$4.95 per transaction

*Fees to be paid by Payer

Re-presentment count 1

Miscellaneous Fees

Charge-backs (credit cards)	\$20.00	Paid by CLIENT
Credits	\$1.75	Paid by CLIENT
Non-NSF Check Returns	\$1.75	Paid by CLIENT
NSF Check Returns*	\$20.00	Paid by PAYER

Initials: CSI: _____

CLIENT: _____



City Of De Pere Appendix B

ACH Debit Authorization

In accordance with this Agreement entered into by CSI and the Client, the Client authorizes CSI, CSI's ODFI (Originating Depository Financial Institution) on behalf of CSI, or the ODFI on its own behalf to initiate an ACH debit entry to the Client's account at the depository institution indicated below for the amount of any ACH Debit Entry representing a payment previously made to the Client that is a credit card chargeback or returned by the Payer's RDFI for any reason (credit card "Charge-Back" or eCheck "Return"). CSI's and ODFI's authority to debit the Client's account is unconditional with regard to the timeliness of the Charge-Back or Return. CSI or ODFI shall initiate the ACH Debit Entry within five (5) business days from the date of receipt of the Charge-Back or Return by CSI and/or ODFI without any requirement of notice to the Client. The Client hereby acknowledges and agrees that this authorization will remain in full force and effect for a period of ninety (90) days after the termination of this Agreement.

Terms not otherwise defined in this ACH Debit Authorization shall have the meaning ascribed to those terms in the National Automated Clearing House Association Operating Rules.

Client Name: City of De Pere

EIN: 39-6005431

Signature: [Redacted]

Name: Joe Zegers

Title: Finance Director

Client's Bank Name: Associated Bank

Routing Number: 075900575

Account Number: 0001420003

City & State: Green Bay, WI

Attachment: De Pere Water Agreement 060116 (5013 : Consideration of CSI Water Billing Credit Card Transactions.)

Initials: CSI: _____

 CLIENT: [Redacted]

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

MEETING DATE: August 9, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Consider Section 13 Ordinance Revisions - Special Assessments*

ATTACHMENTS:

- FP Staff Report Assessment 8-2016 (DOCX)
- Special Assessment Newly annexed property DRAFT 8-4-16 JSL (DOCX)
- Existing Assessment Ordinance (PDF)

City of De Pere MEMORANDUM



To: Finance and Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: August 10, 2016

RE: **Proposed changes to Municipal Code Section 13 – Special Assessments**

PROJECT SUMMARY

The City of De Pere Comprehensive Plan identifies a number of future growth areas, primarily focused around the southeast City boundary. Annexation into the City of De Pere is one way the City can grow. In order to foster an environment that is friendly to growth, we propose two ordinance changes. One creates an agricultural district in the Zoning Code and the other amends the Special Assessment Sections 13-7, 13-8 and 13-9, of the City Finances Code.

Agriculture District

The City does not have an agricultural zoning district that permits general farming (including livestock). Crop farming only is permitted in the Single Family Residence District (R-1). The intent of the Agricultural District is to permit general farming for properties that may join the City of De Pere, but may not be development ready. By including an Agricultural District in the City of De Pere Municipal Code, property owners with farming operations will be able to annex without becoming a non-conforming use. The Plan Commission reviewed and approved the Agricultural District at the July 25, 2016 meeting.

Special Assessment Revisions

The Special Assessment section is the focus of this agenda item. Most of the changes in the proposed document reflect policies that are currently in place, or have been supported by Council in the past. The substantive change proposes an automatic deferral of Special Assessments for recently annexed properties that are vacant and/or in agricultural use.

Automatic Deferral of Special Assessment

The ordinance includes language that would provide an automatic deferral (no separate Council approval required) of special assessments for recently annexed property that is vacant or used primarily for agriculture. The deferral would expire in 15 years, or earlier, if any of the following occur:

- (1) the benefitted property is subdivided
- (2) the benefitted property subject is transferred to any other person or entity
- (3) the benefitted property is rezoned
- (4) the benefitted property is connected to the utility improvement(s)

If the property remains undeveloped, or primarily agricultural, after 15 years, the special assessment will still be deferred, but interest (at 1% over the City cost of money) will accrue. This 'deferral extension period' can last a maximum of 10 years. At that time, the property owner would need to make full payment of the assessment or petition the Common Council for an extension.

Having the automatic deferral means that property owners considering joining the City of De Pere can evaluate the costs of annexation and costs of being in the City prior to going through the annexation process.

The current Special Assessment deferral provisions remain in place, which allow property owners to request deferral from the Common Council. This means that property already in the City that is undeveloped or in agricultural use can request a special assessment deferral from the Council if an infrastructure project is proposed.

As mentioned, other updates to this section codify current policies and practices as related to Special Assessments. Summarized, these include:

- Clarification about what is assessable and what is not assessable
- Additional detail provided about different assessment methodologies

A copy of the proposed ordinance and a copy of the existing ordinance are attached for your review.

Review Process:

After review and recommendation from the Finance and Personnel Committee, this item will be scheduled for the August 16, 2016 Common Council meeting.

As discussed, this ordinance change is part two of two-part approach to encourage growth. Another ordinance change that provides for an agricultural land use districts was approved by the Plan Commission on July 25, 2016. Both ordinance changes are anticipated to be reviewed by the City Council at the August 16, 2016 meeting.

If you have any questions about this item prior to the meeting, please do not hesitate to contact me at kflom@mail.de-pere.org or 920-339-4043.

Attachments

c: Michael Walsh, Mayor
Larry Delo, City Administrator
Judith Schmidt-Lehman, City Attorney

Sec. 13-7. - Payment of new construction of public infrastructure.

It shall be the policy of the City of De Pere to protect the health, safety and property of its citizens and promote the general welfare through the installation, construction or reconstruction of water distribution facilities and appurtenances; public sanitary sewers and appurtenances; storm sewers and appurtenances; public streets including sidewalks, pedestrian malls, landscaping, street lights and associated amenities. In addition to any other method allowed under state law, the costs of public construction of water distribution facilities and appurtenances, sanitary sewers and appurtenances, storm sewers and appurtenances, streets including sidewalks constructed or reconstructed as a part of street improvements and related landscaping and amenities may be charged in whole or in part to the property benefited thereby in accordance with the provisions of Wis. Stats. § 66.0701 and § 66.0703 and as provided in this section. The establishment of special assessments for the aforementioned improvements represents an exercise of the police power of the City of De Pere.

(a) Public Improvements Assessment Overview**1) Non-Assessable Improvements. Non-assessable improvements are those that service a parcel that already has the improvement. Examples include:**

- a. Street reconstruction of existing asphalt and concrete streets, including construction from a rural to an urban roadway with new curb and gutter and including additional lanes of travel.
- b. Utility reconstruction.
- c. Asphalt or concrete street resurfacing.
- d. Storm water management facilities that are not required for an existing developed parcel, but rather constructed to meet the overall City requirements for regulatory permitting.
- e. Sidewalk replaced due to grade change, utility replacement, and/or damage by trees in City right of way.
- f. Street light additions to existing streets.

2) Assessable Projects. Assessable projects are projects that receive a benefit from new infrastructure and street construction project and from sidewalk construction. Examples include:

- a. New infrastructure construction to a new development (new streets, storm, sanitary, water et al).
- b. New utility construction to an existing and/or developed parcel such as water main, sanitary sewer, or storm sewer.
- c. New or additional laterals to an existing lot.
- d. Storm water management facilities that provide a benefit to a new or existing parcel to be redeveloped, eliminating the requirement for on-site treatment.
- e. Driveway aprons for new projects and replacement of gravel drives to the City Standard.
- f. New construction and reconstruction of sidewalk.
- g. Street lights for new street construction.

3) Assessment methodologies.**a. Front Foot Method**

When this method is used, benefit is determined to be proportional to the front footage of the property as follows:

- i. Assessable footages for improvement will be the linear foot as measured along the building setback line extended to intersect with the property line. When determining assessable footage, all property adjacent to and benefited by the improvement will be assessed. This includes all publically owned property. Improvements constructed within the intersection will be assessed to the benefited properties.

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- ii. On corner lots that have or will have new infrastructure in each street adjacent to the property for the entire length of each side, a reduction of 1/3 the combined total lot footage, as measured along the building setback line is made up to a maximum of 60 feet. On corner lots that will have new infrastructure on only one street, assessable footage is measured along the building setback line on the side where the utility is installed with no reduction made.
- iii. In the event that new infrastructure is constructed on the front and back of a property, and there is no ability to split the property, the property will be assessed at the footage along the building setback line on the side of lot where the property is connected to the new infrastructure.
- iv. When new utility construction associated with new development is constructed along a property line common to adjacent interior lots, the assessable footage will be measured as a standard interior lot having a utility constructed in the street disregarding the fact it may have a utility on two sides of the lot.
- v. Public improvements installed along the City Edge will be assessed to benefitting properties. The Utility will cover the costs for the utilities on the non-City side. Should the property annex or an agreement approved for shared infrastructure, the City utility will attempt to recover the costs. (Need to define City Edge. A previous definition we had discussed was: City Edge – Development that occurs along a City edge that is common with the Village or Town.)

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b. Lot or Connection Method

The lot or connection method allocates costs and special assessments on the assumption that every lot or every connection to the public facilities received the same benefit regardless of the difference in the size or shape of the lot. The use of this neighborhood and there exists some uniformity as to the types of uses on the property.

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c. Regional Method

The regional method allocates cost for improvements to benefitting properties based on area or flow. In the case of improvements such as interceptor sewer costs (including those from the Green Bay Metropolitan Sewerage District), lift stations and force mains, water towers, and regional storm water management facilities, benefits would be normally more closely associated with an area or a calculated flow generation.

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The use of this method will require establishment of a per unit cost for the specific improvement, which will be the net developable area or calculated flow rate for areas receiving the improvement.

d. Square Foot Method

The square foot method allocates costs based on the square foot of an improvement that a property receives. Costs are determined based on the actual cost to provide the benefit. This method is generally used for driveway and sidewalk improvements.

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e. Combination Methods

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A combination of methods may be required for a specific project in particular, on new development. For new contiguous development, improvement costs are paid by the developer. All assessable costs are generally calculated on a per lot basis. For new, non-contiguous development, improvement costs are calculated on a combination of front foot and per lot basis as follows:

- i. Costs for utility extensions to service the development are calculated on a per front foot basis. All properties that benefit from the installation of the new utility will be assessed on a linear foot basis as determined by the engineer. Properties that do not benefit from the new utility will not be assessed. IF the new utility is installed for the need of the new development, the developer will be responsible for all non-benefitting utility costs.
- ii. Costs for improvements internal to the new development are generally calculated on a per lot basis. The costs for utilities at non-benefitting properties will be generally be included in the per lot basis.

(ab) *New development extension of public infrastructure.*

- (1) *Special assessment.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be specially assessed for said improvements pursuant to Wis. Stats. § 66.0703.
- (2) *Letter of credit.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be required to file an irrevocable letter of credit or cash with the city clerk-treasurer prior to the city publicly bidding such work. The terms and conditions of such letter of credit and the work to be bid by city for construction shall be as provided in a developer's public infrastructure agreement.
- (3) *Residential infrastructure development agreement.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be permitted to enter into a residential infrastructure development agreement with the city as authorized under common council Resolution 10-131, a copy of which is available in the office of the city clerk-treasurer.

(bc) *New infrastructure in existing development.* Except as provided in paragraph (c) below, the owner of property abutting the extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be specially assessed for said improvements pursuant to Wis. Stats. § 66.0703.

(cd) *New storm sewer main or lateral installation in existing urban development.* This subsection shall be applicable only to installations in existing urban development. Existing urban development shall mean any existing street with curb and gutter.

- (1) Concurrent with street reconstruction or resurfacing project. Storm sewer main and laterals shall be constructed in conjunction with street reconstruction or resurfacing projects when requested by a property owner abutting said improvement project or when recommended by the director of public works to address storm drainage issues in such area. The costs associated with installation of new storm sewer main and/or service lines (laterals) shall be assessed as follows:

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a. *Cost share between the stormwater utility and property owner.*

i. *Storm sewer main.* The stormwater utility shall bear 80 percent of the costs associated with the storm sewer main installation. The abutting property owner shall be assessed 20 percent off the costs associated with installation of the storm sewer main.

A. For existing residential development up to two (2) units per parcel, the assessment shall be calculated using the average cost over the preceding three-year period of a 12-inch diameter storm sewer main with a lot width of sixty (60) feet at the right of way.

B. For all other existing development, the assessment shall be calculated using the average cost over the preceding three-year period of an 18-inch diameter storm sewer main multiplied by the linear front foot of the parcel at the right of way. ▲

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ii. *Storm sewer lateral.* The abutting property owner shall be assessed 100 percent of the costs associated with installation of the storm sewer lateral.

A. For existing residential development up to two (2) units per parcel, the assessment shall be calculated using the average cost over the preceding three-year period of a six-inch diameter storm lateral with a lot width of sixty (60) feet at the right of way.

B. For all other existing development, the assessment shall be calculated using the average cost over the preceding three-year period of a 6-inch, 8-inch or 12-inch diameter storm sewer lateral as determined by the development on the parcel, with a lot width at the right of way of seventy (70) lineal feet. ▲

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b. *Method and basis of assessment.*

i. *Basis of assessment.* The board of public works shall yearly determine the cost of storm sewer main and storm sewer lateral installation using the previous year's actual construction costs for such improvements. Whenever the actual costs shall be found to vary materially from the year prior, the board shall consider whether to reconsider and reopen any assessment and it may, after giving the same notice and having a public hearing as provided in subsection d. below, may cancel, amend or conform the assessment. ▲

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ii. *Method of assessment.* Properties abutting the improvements shall be assessed on a per lot basis.

c. *Preliminary resolution.* The board of public works shall consider a preliminary resolution declaring its intent to exercise the city's police powers to specially assess benefited properties to construct such public improvements. Such preliminary resolution shall:

- i. Describe generally the contemplated purposes, the limits of the proposed assessment district and the payment options in which the special assessments may be paid;
- ii. Direct the city engineer or designee to make a report thereon if not already completed;
- iii. Direct the clerk-treasurer to publish notice of a public hearing as a Class I notice under Wis. Stats. ch. 985, and to mail a copy of said notice to every interested person whose address is known or can be ascertained with reasonable diligence;

iv. Direct the scheduling of a public hearing before the board on such improvements and assessments, said hearing to commence not less than ten and not more than 40 days after the required publication and mailing.

d. *Public hearing.* The board shall hold a public hearing on the assessments and after the hearing may by resolution approve, disapprove, modify, or refer the report with such directions as it deems necessary. The board shall provide for the following payment alternatives if it determines to assess for any of the improvements:

i. No interest imputed if payment of assessment made in full within 30 days of invoice;

ii. Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;

iii. Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:

A. Transfer of the benefited property to any other person or entity;

B. Subdivision of the benefited property;

C. Connection to the storm sewer;

D. The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.

iv. Interest on alternatives ii. and iii. above shall stop accruing after a period of ten years.

e. *Adoption of final resolution.* Upon adoption by the board, the assessment shall be deemed authorized and made, and the date of adoption shall constitute the date of levy. Assessments so levied shall be a lien against the property from such date. A copy of the resolution adopted by the board shall be mailed to every owner of property assessed whose address is known or can be ascertained with reasonable diligence.

f. *Reopening of assessment.* Whenever the actual cost of any project shall, upon completion or after the receipt of bids, be found to vary materially from the assessment or whenever any assessment is void or invalid for any reason, or whenever the board shall determine to reconsider and reopen any assessment, it may, after giving the same notice as provided in subsection (c)(1)c. and after a public hearing, amend, cancel, or conform any such prior assessment. If the cost of the project shall be less than the special assessment levied, the board, without notice or hearing, shall reduce each special assessment proportionately and where any assessments have been paid, and the excess over cost shall be refunded to the property owner.

(2) *Without concurrent street reconstruction or resurfacing project.* Mini-storm sewer (meaning storm sewer main of smaller diameter intended to provide drainage for sump pumps and backyard drains) and laterals shall be installed in residential zoning districts, where no street reconstruction or resurfacing improvements are occurring if requested by a property owner to address storm drainage issues or when recommended by the director of public works to address drainage issues in the area. All or part of the costs associated with mini-storm sewer and/or lateral installation shall be

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assessed under the procedures set forth in paragraph (c)(1) of this section, except that the board shall provide for the following payment alternatives in place of those described in (c)(1)d. thereof:

a. As to the property owner requesting mini-sewer installation:

- i. No interest imputed if paid in full within 30 days of invoice;
- ii. Payment in such yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bond issue.

b. As to other property owners within the area assessed:

- i. No interest imputed if payment of assessment made in full within 30 days of invoice;
- ii. Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;
- iii. Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:
 - A. Transfer of the benefited property to any other person or entity;
 - B. Subdivision of the benefited property;
 - C. Connection to the mini-storm sewer;
 - D. The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.

iv. Interest on alternative ii. and iii. above shall stop accruing after a period of ten years.

(3) *Waiver of public hearing and assessment.* The board may, without any notice or hearing, levy and assess the whole or any part of the aforementioned municipal improvements as a special assessment on the property specially benefited thereby or impose a special charge upon property for all or part of the cost of current services rendered whenever notice and hearing thereon is in writing waived by all owners of the property affected by such special assessment or special charge.

(d) *Sidewalks.* The construction and repair of sidewalk which has not been made a part of street or highway improvements shall be assessed in accordance with Wis. Stats. § 66.0907.

(Sec. 13-8. - Deferment of special assessments.

(a) *Generally.* Special assessments levied against property for the installation of sanitary sewers, storm sewers, water mains, street construction and street lighting, may be deferred by the Common Council, pursuant to the provisions of subsections (b) — (d) of this section. Special assessments shall not be deferred except upon the affirmative vote of three-fourths of the members of the common council present at the time of such consideration.

(b) *Property eligible.* Deferments may be granted for undeveloped land, defined as land used for farming, agricultural use or unplatted vacant land, or for land which, in the reasonable expectation of the common council, is contemplated to be taken by a governmental entity by the power of eminent domain. Deferments

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may be granted until such land is developed; i.e., subdivided by plat or certified survey map or otherwise improved or put to a higher use, or until the zoning classification is changed, or until transfer of title to the property by sale, inheritance, gift or will, or governmental exercise of the power of eminent domain. Deferments shall be granted for a period of no more than five years unless otherwise authorized and approved by agreement entered into by the common council at the time such deferment is granted or unless subsequently extended by the common council. Such agreement may also provide for other circumstances which may vary the causes of termination of the deferment period in situations where the common council determines that improvements are being installed at the current time for the convenience of the city and at the city's instigation. Upon expiration or termination of the deferment period, the special assessments shall become due and owing in full unless installment payments had been provided for, or set forth in any agreement, at the time the deferment was granted.

(c) *Interest.* Interest may be charged during the deferment period. The interest rate may be established at an annual rate to be determined by the common council at the time the deferment is granted.

(d) *Conditions.* The common council may impose reasonable conditions upon any deferment, which conditions shall be determined by the common council at the time the deferment is granted.

(Code 1974, § 5.10; Ord. No. 06-46, §§ 1, 2, 12-19-2006)

Sec. 13-9. - Deferment and payment of special assessments for newly annexed properties.

(a) Deferment of special assessments for newly annexed properties. Special assessments for newly constructed street improvements and utilities levied against unplatted, vacant or primarily agriculturally used property annexed into the city on or after January 1, 2016 shall be deferred without interest for a period not to exceed fifteen (15) years. Deferral of the special assessment shall expire upon the earlier of the following:

- (1) the benefitted property is subdivided;
- (2) the benefitted property subject is transferred to any other person or entity;
- (3) the benefitted property is rezoned;
- (4) the benefitted property is connected to the utility improvement(s);
- (5) expiration of fifteen (15) years from the date of the special assessment.

(b) Payment of deferred special assessments for newly annexed properties. Upon expiration of the deferred assessment period, payment of the deferred special assessments shall be as follows:

- (1) Unless the benefitted property remains in agricultural use and the deferral period has expired solely because of the passage of fifteen (15) years, payment of the special assessments shall be made, in full, within 30 days of the happening of the event giving rise to the expiration of the deferral.
- (2) If the benefitted property remains in agricultural use and the deferral period has expired solely because of the passage of fifteen (15) years ("the additional deferral period"), payment of the special assessment shall continue to be deferred for up to an additional ten (10) year period ("the additional deferral period) with interest accruing on such special assessments at the rate of 1% over the interest rate at which the city borrowed for installation of the improvements. The additional deferment period shall expire upon the earlier of the following:
 - (1) the benefitted property is subdivided;
 - (2) the benefitted property subject is transferred to any other person or entity;
 - (3) the benefitted property is rezoned;
 - (4) the benefitted property is connected to the utility improvement(s);
 - (5) expiration of ten (10) years from the commencement of the additional deferral period.

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Payment of the special assessments shall be made, in full, within 30 days of of the happening of the event giving rise to the termination of the additional deferral period.

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• **Sec. 13-10. - Deferment of special assessments for indigent persons.**

(a)*Deferment of special assessments.* Any special assessment levied against property owned by indigent persons may be deferred by the council. Such property shall be only owner-occupied, single-family or duplex real estate. Such deferment shall be by resolution directing the clerk-treasurer to pay all or any portion of special assessments levied against such property.

(b)*Copy of resolution to be filed with county register of deeds.* A copy of such resolution, with a statement of the amount and date paid and a description of the property, certified by the clerk-treasurer, shall be recorded with the county register of deeds. The amount shall thereby become a lien upon such real property in favor of the city prior to any other lien, than prior outstanding tax certificates or prior liens hereunder, for the amount paid, with legal interest, and shall be enforceable after transfer of title of the property by sale, inheritance, gift or will, in the manner provided by law for the enforcement of mechanics' liens.

(c)*Discharge of lien.* The owner of such property, his or her heirs, personal representatives or assignees may discharge such lien at any time by paying the amount of such lien with accrued interest to the clerk-treasurer, who shall execute a proper satisfaction which may be duly recorded with the county register of deeds.

(d)*Transfer of title by sale or gift.* After transfer of title by sale, inheritance, gift, or will, or when the basis for indigence no longer exists, the special assessment shall be due and owing in full.

(e)*Application.* Application for deferment shall be made to the council upon an affidavit form provided by the clerk-treasurer verified by each applicant.

(1)The application shall list the relationship, ages and employment status of the applicant and all dependents; a complete schedule setting forth all assets, liabilities and income from all sources, including his or her own and those of his or her dependents; and any other pertinent information which may assist the city to evaluate such application.

(2)The above schedule of net worth and income shall be considered and treated as privileged information and shall not be made public without the applicant's consent.

(3)Applications shall be reviewed by the finance committee which shall recommend the grant or denial of deferments to the common council.

(f) *Notification of clerk-treasurer of increases.* The applicant shall notify the clerk-treasurer when his or her asset and/or annual income increases.

(g)*Providing false or incomplete information.* If the applicant willfully provides false or incomplete information, the basis for indigence shall no longer exist and the special assessments shall become due and owing in full.

(h)*Interest; deferment period.* Interest shall be charged during the deferment period. The interest rate shall not, however, exceed the legal rate prescribed by state law.

(Code 1974, § 5-11; Ord. No. 06-46, § 1, 12-19-2006; Ord. No. 13-17, § 15, 8-20-2013)

Sec. 13-7. - Payment of new construction of public infrastructure.

It shall be the policy of the City of De Pere to protect the health, safety and property of its citizens and promote the general welfare through the installation, construction or reconstruction of water distribution facilities and appurtenances; public sanitary sewers and appurtenances; storm sewers and appurtenances; public streets including sidewalks, pedestrian malls, landscaping, street lights and associated amenities. In addition to any other method allowed under state law, the costs of public construction of water distribution facilities and appurtenances, sanitary sewers and appurtenances, storm sewers and appurtenances, streets including sidewalks constructed or reconstructed as a part of street improvements and related landscaping and amenities may be charged in whole or in part to the property benefited thereby in accordance with the provisions of Wis. Stats. § 66.0701 and § 66.0703 and as provided in this section. The establishment of special assessments for the aforementioned improvements represents an exercise of the police power of the City of De Pere.

(a) *New development extension of public infrastructure.*

- (1) *Special assessment.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be specially assessed for said improvements pursuant to Wis. Stats. § 66.0703.
- (2) *Letter of credit.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be required to file an irrevocable letter of credit or cash with the city clerk-treasurer prior to the city publicly bidding such work. The terms and conditions of such letter of credit and the work to be bid by city for construction shall be as provided in a developer's public infrastructure agreement.
- (3) *Residential infrastructure development agreement.* The owner of property requesting extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be permitted to enter into a residential infrastructure development agreement with the city as authorized under common council Resolution 10-131, a copy of which is available in the office of the city clerk-treasurer.

(b)

New infrastructure in existing development. Except as provided in paragraph (c) below, the owner of property abutting the extension of municipal infrastructure improvements (water, sanitary sewer, storm sewer, stormwater management, and grading, graveling and paving of streets) may be specially assessed for said improvements pursuant to Wis. Stats. § 66.0703.

- (c) *New storm sewer main or lateral installation in existing urban development.* This subsection shall be applicable only to installations in existing urban development. Existing urban development shall mean any existing street with curb and gutter.
 - (1) Concurrent with street reconstruction or resurfacing project. Storm sewer main and laterals shall be constructed in conjunction with street reconstruction or resurfacing projects when requested by a property owner abutting said improvement project or when recommended by the director of public works to address storm drainage issues in such area. The costs associated with installation of new storm sewer main and/or service lines (laterals) shall be assessed as follows:
 - a. *Cost share between the stormwater utility and property owner.*
 - i. *Storm sewer main.* The stormwater utility shall bear 80 percent of the costs associated with the storm sewer main installation. The abutting property owner shall be assessed 20 percent off the costs associated with installation of the storm sewer main.
 - ii. *Storm sewer lateral.* The abutting property owner shall be assessed 100 percent of the costs associated with installation of the storm sewer lateral.
 - b. *Method and basis of assessment.*
 - i. *Basis of assessment.* The board of public works shall yearly determine the cost of storm sewer main and storm sewer lateral installation using the previous year's actual construction costs for such improvements. Whenever the actual costs shall be found to vary materially from the year prior, the board shall consider whether to reconsider and reopen any assessment and it may, after giving the same notice and having a public hearing as provided in subsection d. below, may cancel, amend or conform the assessment.
 - ii. *Method of assessment.* Properties abutting the improvements shall be assessed on a per lot basis.
 - c.

Preliminary resolution. The board of public works shall consider a preliminary resolution declaring its intent to exercise the city's police powers to specially assess benefited properties to construct such public improvements. Such preliminary resolution shall:

- i. Describe generally the contemplated purposes, the limits of the proposed assessment district and the payment options in which the special assessments may be paid;
 - ii. Direct the city engineer or designee to make a report thereon if not already completed;
 - iii. Direct the clerk-treasurer to publish notice of a public hearing as a Class I notice under Wis. Stats. ch. 985, and to mail a copy of said notice to every interested person whose address is known or can be ascertained with reasonable diligence;
 - iv. Direct the scheduling of a public hearing before the board on such improvements and assessments, said hearing to commence not less than ten and not more than 40 days after the required publication and mailing.
- d. *Public hearing.* The board shall hold a public hearing on the assessments and after the hearing may by resolution approve, disapprove, modify, or refer the report with such directions as it deems necessary. The board shall provide for the following payment alternatives if it determines to assess for any of the improvements:
- i. No interest imputed if payment of assessment made in full within 30 days of invoice;
 - ii. Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;
 - iii. Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:
 - A. Transfer of the benefited property to any other person or entity;
 - B. Subdivision of the benefited property;
 - C. Connection to the storm sewer;

- D. The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.
 - iv. Interest on alternatives ii. and iii. above shall stop accruing after a period of ten years.
 - e. *Adoption of final resolution.* Upon adoption by the board, the assessment shall be deemed authorized and made, and the date of adoption shall constitute the date of levy. Assessments so levied shall be a lien against the property from such date. A copy of the resolution adopted by the board shall be mailed to every owner of property assessed whose address is known or can be ascertained with reasonable diligence.
 - f. *Reopening of assessment.* Whenever the actual cost of any project shall, upon completion or after the receipt of bids, be found to vary materially from the assessment or whenever any assessment is void or invalid for any reason, or whenever the board shall determine to reconsider and reopen any assessment, it may, after giving the same notice as provided in subsection (c)(1)c. and after a public hearing, amend, cancel, or conform any such prior assessment. If the cost of the project shall be less than the special assessment levied, the board, without notice or hearing, shall reduce each special assessment proportionately and where any assessments have been paid, and the excess over cost shall be refunded to the property owner.
- (2) *Without concurrent street reconstruction or resurfacing project.* Mini-storm sewer (meaning storm sewer main of smaller diameter intended to provide drainage for sump pumps and backyard drains) and laterals shall be installed in areas where no street reconstruction or resurfacing improvements are occurring if requested by a property owner to address storm drainage issues or when recommended by the director of public works to address drainage issues in the area. All or part of the costs associated with mini-storm sewer and/or lateral installation shall be assessed under the procedures set forth in paragraph (c)(1) of this section, except that the board shall provide for the following payment alternatives in place of those described in (c)(1)d. thereof:
- a. As to the property owner requesting mini-sewer installation:
 - i. No interest imputed if paid in full within 30 days of invoice;
 - ii.

Payment in such yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bond issue.

- b. As to other property owners within the area assessed:
 - i. No interest imputed if payment of assessment made in full within 30 days of invoice;
 - ii. Payment in such number of yearly installments as deemed reasonable by the board, together with interest thereon at the rate of one percent over the interest rate paid by the city on its latest bonding issue, with payment in full due upon transfer of the property;
 - iii. Deferred payment of assessment with interest to accrue at the rate of one percent over the interest rate paid by city on its last bond issue, with the total becoming due on the earliest of the following:
 - A. Transfer of the benefited property to any other person or entity;
 - B. Subdivision of the benefited property;
 - C. Connection to the mini-storm sewer;
 - D. The expiration of 25 years from the date of the adoption of the final assessment resolution, at which time the assessment plus accrued interest shall be made in full against the benefited property.
 - iv. Interest on alternative ii. and iii. above shall stop accruing after a period of ten years.
- (3) *Waiver of public hearing and assessment.* The board may, without any notice or hearing, levy and assess the whole or any part of the aforementioned municipal improvements as a special assessment on the property specially benefited thereby or impose a special charge upon property for all or part of the cost of current services rendered whenever notice and hearing thereon is in writing waived by all owners of the property affected by such special assessment or special charge.
- (d) *Sidewalks.* The construction and repair of sidewalk which has not been made a part of street or highway improvements shall be assessed in accordance with Wis. Stats. § 66.0907.

(Ord. No. 14-12, § 1, 9-16-2014)

Editor's note— Ord. No. 14-12, § 1, adopted Sept. 16, 2014, repealed the former § 13-7, and enacted a new section as set out herein. The former § 13-7 pertained to new construction special assessments; interest; and letters of credit, and derived from Code 1974, § 5.09; and Ord. No. 06-46, § 1, adopted Dec. 19, 2006.

Sec. 13-8. - Deferment of special assessments.

- (a) *Generally.* Special assessments levied against property for the installation of sanitary sewers, storm sewers, water mains, street construction and street lighting, may be deferred by the common council pursuant to the provisions of subsections (b)—(d) of this section. Special assessments shall not be deferred except upon the affirmative vote of three-fourths of the members of the common council present at the time of such consideration.
- (b) *Property eligible.* Deferments may be granted for undeveloped land, defined as land used for farming, agricultural use or unplatted vacant land, or for land which, in the reasonable expectation of the common council, is contemplated to be taken by a governmental entity by the power of eminent domain. Deferments may be granted until such land is developed; i.e., subdivided by plat or certified survey map or otherwise improved or put to a higher use, or until the zoning classification is changed, or until transfer of title to the property by sale, inheritance, gift or will, or governmental exercise of the power of eminent domain. Deferments shall be granted for a period of no more than five years unless otherwise authorized and approved by agreement entered into by the common council at the time such deferment is granted or unless subsequently extended by the common council. Such agreement may also provide for other circumstances which may vary the causes of termination of the deferment period in situations where the common council determines that improvements are being installed at the current time for the convenience of the city and at the city's instigation. Upon expiration or termination of the deferment period, the special assessments shall become due and owing in full unless installment payments had been provided for, or set forth in any agreement, at the time the deferment was granted.
- (c) *Interest.* Interest may be charged during the deferment period. The interest rate may be established at an annual rate to be determined by the common council at the time the deferment is granted.
- (d) *Conditions.* The common council may impose reasonable conditions upon any deferment, which conditions shall be determined by the common council at the time the deferment is granted.

(Code 1974, § 5.10; Ord. No. 06-46, §§ 1, 2, 12-19-2006)

Sec. 13-9. - Deferment of special assessments for indigent persons.

- (a) *Deferment of special assessments.* Any special assessment levied against property owned by indigent persons may be deferred by the council. Such property shall be only owner-occupied, single-family or duplex real estate. Such deferment shall be by resolution directing the clerk-treasurer to pay all or any portion of special assessments levied against such property.
- (b) *Copy of resolution to be filed with county register of deeds.* A copy of such resolution, with a statement of the amount and date paid and a description of the property, certified by the clerk-treasurer, shall be recorded with the county register of deeds. The amount shall thereby become a lien upon such real property in favor of the city prior to any other lien, than prior outstanding tax certificates or prior liens hereunder, for the amount paid, with legal interest, and shall be enforceable after transfer of title of the property by sale, inheritance, gift or will, in the manner provided by law for the enforcement of mechanics' liens.
- (c) *Discharge of lien.* The owner of such property, his or her heirs, personal representatives or assignees may discharge such lien at any time by paying the amount of such lien with accrued interest to the clerk-treasurer, who shall execute a proper satisfaction which may be duly recorded with the county register of deeds.
- (d) *Transfer of title by sale or gift.* After transfer of title by sale, inheritance, gift, or will, or when the basis for indigence no longer exists, the special assessment shall be due and owing in full.
- (e) *Application.* Application for deferment shall be made to the council upon an affidavit form provided by the clerk-treasurer verified by each applicant.
 - (1) The application shall list the relationship, ages and employment status of the applicant and all dependents; a complete schedule setting forth all assets, liabilities and income from all sources, including his or her own and those of his or her dependents; and any other pertinent information which may assist the city to evaluate such application.
 - (2) The above schedule of net worth and income shall be considered and treated as privileged information and shall not be made public without the applicant's consent.
 - (3) Applications shall be reviewed by the finance committee which shall recommend the grant or denial of deferments to the common council.
- (f) *Notification of clerk-treasurer of increases.* The applicant shall notify the clerk-treasurer when his or her asset and/or annual income increases.
- (g)

Providing false or incomplete information. If the applicant willfully provides false or incomplete information, the basis for indigence shall no longer exist and the special assessments shall become due and owing in full.

- (h) *Interest; deferment period.* Interest shall be charged during the deferment period. The interest rate shall not, however, exceed the legal rate prescribed by state law.

(Code 1974, § 5.11; Ord. No. 06-46, § 1, 12-19-2006; Ord. No. 13-17, § 15, 8-20-2013)

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: August 9, 2016

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Consideration of 2017 Benefit Renewal and Plan Design Changes *

ATTACHMENTS:

- 2017 Council Recommendation (Final)(DOCX)

Memo

City of De Pere

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 RE: Consideration of 2017 Benefit Renewal and Plan Design Changes
 Date: August 9, 2016

Employee Benefits

We want to make sure that the benefit plans we offer employees provide high quality, great service and are financially sustainable. We have been working the last 6 months preparing for the 2017 plan renewal. The review process included a market-based approach including plans, plan design and insurance carriers. We went out for market for most benefits offered by the City.

Market Changes

The largest market disruption we saw this year was in the insurance carrier market. The market saw our long-time self-funded health and dental insurance carrier Humana, acquired by Aetna. This change in the landscape really encouraged us to thoroughly look at the entire market for administrators.

In our evaluation of self-funded administrators we analyzed a few factors, those being: service levels, fee structure and provider network. Our evaluation of the market included a look at WPS/Arise, WEA/Cypress (through the League of WI Municipalities), Anthem Blue Cross, Blue Shield and UMR (a UnitedHealthcare company). We found that moving our plans to a new administrator would give us a 99% match rate on providers, with significant claims cost savings (approximately \$133,000) to the plan.

Effective 1/1/2017, we are recommending moving the administration of our self-funded health plan from Humana to UMR. We are also recommending moving the Pharmacy benefit program to CVS/Caremark with Wisconsin RX collaborative (aka National Cooperative Rx), and placing our stop loss with a UMR preferred vendor as we are able to closer to renewal. By changing pharmacy carriers, the anticipated savings is \$165,000. We also anticipate a savings moving stop loss carriers.

Medical Plan Design Changes

As we have done in the last few years, we are recommending some changes to the plan design that bring our plan in line with industry standards. There is a requirement to access the UMR Choice Plus network that in/out of network must have at least a \$250 differential. Therefore, the out-of-network deductible would be increased by that amount. The other recommended plan changes are:

Medical Benefit	City of De Pere Current	Industry Standard
Deductible	Deductibles reduce each other (par/non-par)	Deductibles do not reduce each other
Out of Pocket	Out of Pockets reduce each other (par/non-par)	Out of Pockets do not reduce each other
Supplemental Accident Benefit	\$300	No Supplemental Accident Benefit
Skilled Nursing Facility and Physician	100%	Deductible and Coinsurance
Hospice	100%	Deductible and Coinsurance
TMJ	Not Covered (Current coverage under Dental plan)	Deductible and Coinsurance (up to \$1,250 max)
Vision Therapy	Covered	Not Covered
Therapy Visits	Unlimited	60 or 100 visit combined limit
Dental Implants	Coverage under the Medical Plan	Not Covered (Standard is to cover under Dental plan)
Eye Exams	Covered In-Network and Out-of-Network	Covered In-Network only

Medical Renewal Rates

Based on the above recommended plan design changes and the change in administrators, our plan is currently sustainable and we see no reason to change the rate structure of our health insurance plan. The medical trend is currently 8.5%. The rates would continue to be:

	Current - Renewal
Single	\$773.74
EE+1	\$1,440.08
Family	\$2,361.96
Retiree Single under 65	\$1,021.34
Retiree EE+1 under 65	\$1,900.91
Retiree Family under 65	\$3,117.79
Medicare Single over 65	\$696.37
Medicare Two over 65	\$1,392.74
Medicare one over one under 65	\$1,717.71

Dental Insurance

We are further recommending changes to the self-insured dental plan design to bring the plan to industry standards, and recommending staying with the current carrier, Humana. The overall recommended increase to our dental funding is approximately 3.6%. The dental trend is currently 4.5%.

<u>Dental Benefit</u>	<u>City of De Pere Current</u>	<u>Industry Standard</u>
Plan	Indemnity	Passive PPO
Preventative Services	Tracks towards Annual Maximum	Does not track towards Annual Maximum
Maximum	\$1,250 Maximum	Add Extended Maximum (30% coverage)
Coordination of Benefits	100%	Normally Liability
Dental Implants	Not Covered (current coverage under Medical plan)	Covered under Major Services in Dental Plan
TMJ	80% Basic	Covered under Medical Plan
Ortho	No Age Limit	To Age 19
Evidence Based Integrated Care (EBIC)	Not Included	Included
Sealants	To Age 15 – Limited to one (1) per tooth per lifetime and only on the occlusal surface of permanent molars which are free of decay and restoration	Cover sealants on molars to age 19

Dental Renewal Rates

<u>Current</u>	<u>2017 Renewal</u>	<u>Dental Associates</u>
Single - \$ 41.26	Single – \$42.75	Single - \$34.94
Family - \$125.44	Family - \$129.96	Family - \$99.71

Life and LTD

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

Wellness

One of the best ways we can be pro-active in managing the benefit plans is by educating employees about managing their own personal health. This year we recommend implementing participation based Health Assessments (HAs) with a biometric screening. These basic health screenings will help members engage in their health and understand their overall status and risks. Individuals who choose to participate will receive a personalized report identifying their overall health status with individual score. The City will receive an Executive Summary which does NOT provide any personal health data. The Executive Summary will help us understand the overall risks of our members and be used to create wellness initiatives that address the overall risks.

What are Health Assessments?

The Health Assessment (HA) includes three components:

- **Health Questionnaire:** To be filled out by the participant and when combined with the biometrics, provides a personal health report for their review.
- **Biometric Session:** On-site fasting blood draw, blood pressure, height and weight measurements. This combined with the questionnaire provides a snapshot of participant's overall health. Off-site facilities will also be offered by the provider.
- **Feedback Session:** Face to face or telephonic review of the participant's results. Individuals will be educated on the meaning of the results and may need to seek additional care based on results. These confidential feedback assessment sessions will be conducted by professional RN/Health Coaches in either a private room onsite at the City or telephonically, if desired.

Employees enrolled in the health plan currently receive dollars in their Health Reimbursement Account (HRA) every January 1st. Health Assessments (HA's) are not required for members to be eligible for the health plan, but are encouraged as the funding of the health reimbursement account (HRA) will be affected by participation. The 2017 Health reimbursement dollars will be reduced by 50% but can be earned back by employees and spouses completing a Health Assessment (HA) in 2016. The total amount contributed to the HRA will then equal the same amount received in the past. Please note: The HRA dollars can be earned back by simply completing the Health Assessment (HA). The dollars contributed to employees HRA accounts will not be based on a participant's Health Assessment (HA) score.

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

After a market review, we are recommending utilizing Bellin Health for the biometric screenings which uses Healics for their HA tool. The cost is approximately \$17,128 per year to conduct the HA's. We would also like to budget for optional/additional health coaching for participant's to work with nurses towards achieving their goals. The budget amount being proposed is \$5,200 per year. All funding would come directly from the health cash account. This account is running at approximately 70% loss ratio. Due to how well our plan is performing, these costs can be absorbed while maintaining a 0% increase to the fund for 2017.

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

Currently we utilize Benefit Advantage as the administrator for our FSA/HRA/COBRA programs. During the past year we have experienced significant service issues/concerns with Benefit Advantage due to system changes and their interface with our employees. This led us to the opinion that we needed to do a market analysis to consider our options.

Our market analysis identified EBC as a potential replacement for Benefit Advantage. In 2014, we had considered EBC due to potential financial savings, but determined that the minor savings did not outweigh the quality of services that Benefit Advantage had provided. With the service decline from Benefit Advantage, we believe that we will not only experience minor savings by transitioning to EBC, but their service to employees will also be superior.

NEW Voluntary Vision Benefit

In partnering with the Benefit/Wellness Advisory team, we hear from our employees that they would like a voluntary vision benefit offering. We will be partnering with UHC to make an offer of coverage for vision benefits. This benefit is voluntary and the entire cost of monthly premium will be paid by the employee, via payroll deduction.

Member Communication

Our rollout of 2017 benefit plans will include in-person employee meetings to educate employees and spouses on the plan changes. The meetings will be videotaped for those not able to attend the meetings.

All of the above recommendations were discussed with the Benefit/Wellness Advisory team and the team supports the recommended changes.

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

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

MEETING DATE: August 9, 2016

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Determination of Salaries for Mayor and City Council for 2018 and 2019*

ATTACHMENTS:

- 2016 mayor and aldpersons salaries (DOC)
- 2016 mayor alderperson comps (XLSX)
- Copy of Copy of Summary of past year salaries rev 6.2016 (XLSX)

Memo

City of De Pere

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 RE: Determine Salaries for Mayor and City Council for 2018 and 2019
 Date: August 9, 2016

As you know, salaries for the positions of Mayor and Council are reviewed every odd year and set forward for the next two term years. As 2017 is approaching, it is time to decide on salaries for 2018 and 2019.

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

For your information, listed below are the salaries approved for 2016 through 2017.

Mayor	May 1, 2016	\$23,200
	May 1, 2017	\$23,664
Council	May 1, 2016	\$6,650
	May 1, 2017	\$6,783

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

Thank you.

Mayor / Alderperson Comparables

Municipality	Population	Position	2015 - 2016 Salary	Full Time City Administrator
De Pere	24,447	Village President / Mayor Trustee/Council Member	\$23,200 \$6,650	Yes
Allouez	13,790	Village President / Mayor Trustee/Council Member	\$8,364 \$6,732	Yes
Ashwaubenon	16,940	Village President / Mayor Trustee/Council Member	\$29,000 \$7,500	Yes
Menasha	17,550	Village President / Mayor Trustee/Council Member	\$64,000 (Full-time) \$5,190	No
WI Rapids	18,500	Village President / Mayor Trustee/Council Member	\$65,677-66,178 (Full-time) \$5,880	No
Marshfield	19,451	Village President / Mayor Trustee/Council Member	\$22,500 2,919.96 year + 45 per mtg.	Yes
Mequon	23,793	Village President / Mayor Trustee/Council Member	\$9,600 \$4,800	Yes
Neenah	25,871	Village President / Mayor Trustee/Council Member	\$79,250 (Full-time) \$4,075 - \$4,800	No
Sun Prairie	31,810	Village President / Mayor Trustee/Council Member	\$20,000 \$6,500	Yes
West Bend	31,599	Village President / Mayor Trustee/Council Member	\$9,418 \$4,236	Yes
Manitowoc	33,736	Village President / Mayor Trustee/Council Member	\$73,043 (Full-time) \$3,120	No
Germantown	19,972	Village President / Mayor Trustee/Council Member	\$8,000 \$5,500	Yes

Attachment: 2016 mayor alderperson comps (4986 : Determination of Salaries for Mayor and City Council for 2018 and 2019*)

Summary of position salaries

	<u>Mayor</u>	<u>Alderspersons</u>
2000	\$18,658	\$5,511
% Increase	0.0%	0.0%
2001	\$18,658	\$5,511
% Increase	3.0%	3.0%
2002	\$19,218	\$5,676
% Increase	3.0%	3.0%
2003	\$19,795	\$5,846
% Increase	1.5%	1.5%
2004	\$20,092	\$5,934
% Increase	1.5%	1.5%
2005	\$20,393	\$6,023
% Increase	1.5%	1.5%
2006	\$20,699	\$6,113
% Increase	1.5%	1.5%
2007	\$21,009	\$6,205
% Increase	1.5%	1.5%
2008	\$21,324	\$6,298
% Increase	1.5%	1.5%
2009	\$21,644	\$6,392
% Increase	1.5%	0.0%
2010	\$21,969	\$6,392
% Increase	1.5%	0.0%
2011	\$22,299	\$6,392
% Increase	0.0%	0.0%
2012	\$22,299	\$6,392
% Increase	0.0%	0.0%
2013	\$22,299	\$6,392
% Increase	0.0%	0.0%
2014	22,299	6,392
% Increase	2.0%	2.0%
2015	22,745	6,520
% Increase	2.0%	2.0%
2016	23,200	6,650
% Increase	2.0%	2.0%
2017	23,664	6,783

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

MEETING DATE: August 9, 2016

DEPARTMENT: Finance/Personnel Committee

FROM: Lisa Renier

SUBJECT: Discussion Regarding Status of 2017 Budget Development.
