



Finance/Personnel Committee

Regular Meeting

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

Agenda

Tuesday, June 11, 2019

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 **June 11, 2019** 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 Spectrum 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 May 14, 2019 Regular Meeting of the Finance/Personnel Committee.
3. Public Comment and announcements.
4. Fire Department Overtime and LifeQuest Services Billing Reports for May, 2019.
5. Approval of May 2019 Police Overtime Report
6. Consideration of Contract for "You Get it First" Alert System for Police Mass Notification*
7. Consideration of a request by Definitely De Pere to waive Department of Public Works fees for downtown events including: Farmers Market, Art Walk, Food Truck Rally, Doggie Block Party, and De Pere Holly Day.*
8. Consideration and possible action regarding a request for TID funds for a pilot Geofencing Visitor Data and Impact analysis. *
9. Consideration and possible action regarding an option request for Parcel ED-2077-1 (Enterprise Drive - East Industrial Park). *
10. Consideration and possible action regarding the TID #9 Facade Grant program budget. *
11. Discussion of OpenGov software rollout to staff and the public.
12. City of De Pere investments and cash detail for April 30, 2019.
13. Approval of preliminary 2019 borrowing.*
14. Future agenda items.
15. Adjournment

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

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

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

Kurt Voss, AmeriLux International

Tina Quigley, Definitely De Pere



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 11, 2019

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Approval of the Minutes of the May 14, 2019 Regular Meeting of the Finance/Personnel Committee.

ATTACHMENTS:

- May 14, 2019 Minutes-DRAFT (PDF)



Finance/Personnel Committee

Regular Meeting

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

Draft Minutes

Tuesday, May 14, 2019

7:00 PM

De Pere City Hall Council Chambers

1. Call to Order. Mayor Walsh called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on Tuesday, May 14, 2019, at the De Pere City Hall Council Chambers, 335 South Broadway Street, De Pere, Wisconsin 54115.

Attendee Name	Title	Status	Arrived
Scott Crevier	Aldersperson	Present	
Ryan Jennings	Aldersperson	Late	7:06 PM
Amy Chandik Kunding	Aldersperson	Late	7:08 PM
Casey Nelson	Aldersperson	Present	
Michael J. Walsh	Mayor	Present	

Also Present: City Administrator Larry Delo, Finance Director-Treasurer Joe Zegers, IT Director Steve Massey, City Attorney Judith Schmidt-Lehman, Human Resources Director Shannon Metzler, Fire Chief Alan Matzke, Maintenance Supervisor Tom Blohowiak, Police Chief Derek Beiderwieden, Aldersperson Jonathon Hansen, Justin Fischer of Baird and Meredith Behm of OpenGov (via video conference).

2. Approval of the Minutes of the April 9, 2019 Regular Meeting of the Finance/Personnel Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Aldersperson
SECONDER:	Scott Crevier, Aldersperson
AYES:	Scott Crevier, Casey Nelson, Michael J. Walsh
ABSENT:	Ryan Jennings, Amy Chandik Kunding

3. Public Comment and announcements.

No announcements were made. The Mayor offered the audience an opportunity to speak on any matter not on the Agenda; no one came forward.

4. Presentation of an Overview of OpenGov Financial Software by OpenGov Representative Meredith Behm.

Meredith Behm of OpenGov appeared via video conference to give an overview and presentation of City's OpenGov Financial Software. She serves as the main point of contact for the City to ensure that the City gets the most value from its platform. She provided an overview of OpenGov as a company, an overview of the software the city has, and an overview of financial reports generated by the City, as well as those reports that are available, but not presently utilized.

Ms. Behm explained that OpenGov is based out of the Bay area of California and specializes in government. The company is utilized by over 2,000 public sector organizations for budgeting and performance platforms to create effective financial transparency and accountability. The City reports home page will be used to develop short term goals and long term goals, and data analysis in the available reports gave an overview of the software's options/uses.

Administrator Delo confirmed that the intent of this software is to provide an overlay on City's financial software and to serve as a transparency tool for staff and the community. The level of transparency that will be shared with the public will be addressed by the Committee and Council at a later date. OpenGov public transparency site samples were shown from other public sector organizations, and Ms. Behm indicated that she is looking forward to continued work with the City.

Administrator Delo further explained that the software will go through an internal launch first, then a public launch.

Ald. Nelson confirmed that five years of accessible data will be available, to which Finance Director-Treasurer Zegers clarified that information will be available starting in 2013, rolling forward. In response to Ald. Crevier, Finance Director-Treasurer Zegers advised that after the testing integration piece is operable, it will then be pushed out to the public; the start date for citizen viewing will likely be within the next few months.

No action was taken as this item was for discussion/presentation purposes only.

RESULT:	DISCUSSED
----------------	------------------

5. Fire Department Overtime and LifeQuest Services Billing Reports for April, 2019.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Casey Nelson, Alderperson
AYES:	Crevier, Jennings, Kundinger, Nelson, Walsh

6. Approval of April 2019 Police Overtime Report

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Crevier, Jennings, Kundinger, Nelson, Walsh

7. Recommendation from Finance Director-Treasurer to select Baird as the new Municipal Financial Advisor for City of De Pere debt issuances.*

In response to Ald. Nelson, Finance Director-Treasurer Zegers advised that all four considered firms were interviewed over the last month. Ald. Crevier asked about the length of City's relationship with Springsted, to which Finance Director-Treasurer Zegers indicated was likely 30 years. Finance Director-Treasurer Zegers introduced Justin Fischer of Baird and shared that consulted references spoke highly of Baird. Justin Fischer indicated that he has worked for Baird for over 11 years and has recently worked with the City on TIF developments and is looking forward to expanding his role and working to obtain the lowest cost financing possible for the City. In response to Ald. Crevier's question on Baird's location, Administrator Delo added that he believed all financial advisors that would be appropriate to work with the City are headquartered in Milwaukee, and Justin Fischer mentioned that Brian Ruechel of Baird is based out of Green Bay.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Casey Nelson, Alderperson
AYES:	Crevier, Jennings, Kunding, Nelson, Walsh

8. Consider Acceptance of Grant Stipend and Purchase of Pediatric Intubation Training Head for Fire Department.*

In response to Ald. Crevier, Chief Matzke explained the recommendation that each Emergency Medical Service provider appoint a coordinator who is an advocate for pediatric care, and while the position is unfunded, Children's Hospital of Wisconsin provides the \$500 grant stipend to departments that recognize the benefits of appointing a coordinator. A Lieutenant has stepped forward to take on the role, in addition to his current responsibilities, and the grant stipend must be used toward training or advocacy for training in pediatric care. The grant will be used to obtain an anatomically correct pediatric head to practice a high-risk, low frequency skill which will improve the Department's abilities.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Crevier, Jennings, Kunding, Nelson, Walsh

9. Consideration of Request for Funds to Repair the Air Handler for City Hall.*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Crevier, Jennings, Kunding, Nelson, Walsh

10. Consideration of Recommendation to Reclassify One Police Office Assistant to Police Technical Support Analyst and Corresponding Pay Grade Level Increase*

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Scott Crevier, Alderperson
AYES:	Crevier, Jennings, Kunding, Nelson, Walsh

11. Consideration of Recommended Changes to the Administrative Time Policy*

In response to Ald. Crevier, Human Resources Director Metzler confirmed that this item is to request administrative time for the Assistant City Attorney position, as well as to delegate authority to the HR Director for future decisions. In response to Ald. Nelson, HR Director Metzler explained that administrative time is intended for exempt employees who attend events or meetings in the evenings; non-exempt employees are allowed to earn overtime or comp time. Administrative time for exempt employees is not intended to be hour-for-hour, but provides a little extra for the evening work required by the position and employees have the ability to flex time when possible. The maximum amount of administrative time that can be given is 40 hours, and the same amount is not given to all exempt employees; hours vary by position. Because the HR Director can negotiate up to three weeks of vacation for new hires, she is also requesting the ability to determine the appropriate number of administrative time hours for exempt positions.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Crevier, Jennings, Kundinger, Nelson, Walsh

12. Request of Ald. Hansen to Consider Amending Chapter 86 De Pere Municipal Code to Prohibit Giving Away Live Animals (non-agricultural) as Prize or Auction Bid.*

Ald. Hansen provided background to the Committee regarding the basis of his proposal, that last October, a De Pere fundraiser auction requested a list of desired items, specifically including a puppy. Two individuals bought a puppy for \$400 from a breeder and it was subsequently sold at auction for \$2,800. He shared some concerns expressed in his memo, such as oversight of where an animal comes from, rash decisions that may be made on purchasing an animal without consideration of the resultant consequences, potential burdens to humane societies and that some animals may be uncomfortable in an auction setting.

Ald. Chandik Kundinger questioned why this item was before this Committee, to which Administrator Delo indicated that Finance/Personnel is the "catch-all" committee for items that do not fit elsewhere. Ald. Jennings asked of City Attorney Schmidt-Lehman the definition of livestock, to which she believed the definition is in the City's zoning code and is otherwise the usual and customary definition of an animal on a farm. Ald. Nelson asked City Attorney Schmidt-Lehman to clarify the meaning of premium, which she provided an example of a gift given in return for business. Mayor Walsh expressed that he feels that auctions occur frequently, he isn't aware of an increasing burden on humane societies and would hope that the person who would bid would take the correct action, and he questioned whether this is necessary for the City to legislate. Ald. Hansen indicated in response to Ald. Nelson's earlier question, that draft presented was mirrored off Milwaukee's ordinance, and in response to Mayor Walsh, indicated that the auction setting eliminates the opportunity for individuals purchasing an animal to interact prior to purchase.

A discussion followed regarding fair auctions, including fish, birds and livestock. Administrator Delo indicated that ordinances are being adopted around the country regarding the treatment of animals and that this proposal is not uncommon. Ald. Nelson indicated he shares the Mayor's concerns regarding necessity and certain exceptions. City Attorney Schmidt-Lehman indicated that an exemption for the fair is something that could be considered as an addition to the draft ordinance. Ald. Jennings confirmed that the item moves to Council regardless of the Committee's action, and then made a Motion to deny, which was seconded by Ald. Crevier. Upon vote, the Committee unanimously approved the recommendation to Council that proposed ordinance be denied.

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

13. Request of Ald. Hansen for Consideration of Creating an Ordinance Requiring Employers to Provide Notice to Employees of Right to Unpaid Time Off Work to Vote.*

Ald. Hansen expressed that Tuesday elections can make it difficult for some citizens to find time to vote, and he recently learned of Wisconsin State Statute Section 6.76, which

allows employees the right to request unpaid time off of up to three hours in order to vote; the request must be made in advance and the employer can decide what time of day the employee is allowed off. Ald. Hansen proposed an annual notification requirement (by January 30) through one of the following options: employee newsletter, payroll stuffer, posting in an employee gathering space or by sending to employee home addresses. The proposed ordinance would exempt small businesses with less than 25 employees. The City Attorney did draft a proposed notification template to assist businesses with the requirement, and the Clerk would post election dates on the City website by January 15 of each year; any special elections would not require a supplemental notice. City Attorney Schmidt-Lehman did reach out to the Wisconsin State Elections Board and a conclusion was made that no state government preemption would prohibit a municipality from enacting such an ordinance.

A discussion followed among the alderpersons regarding communication versus regulation, increased barriers for voting during the workday, the number of businesses within the City that have more than 25 employees, the penalty for non-compliance and the enforcement agency, as well as how employers would be notified that the ordinance existed. City Attorney Schmidt-Lehman advised that the penalty for non-compliance would be established by a resolution of Council, but similar to other enforcement actions, the intent is to be complaint based, with educational opportunities to correct and comply, and while the enforcement agency has yet to be decided, the City would likely take action to notify employers of the obligation. Ald. Jennings indicated he liked the intent, but has concerns of how employers would know the ordinance existed. City Attorney Schmidt-Lehman clarified that 25 employees refers to full time. The Mayor added that required employers would be any company within business parks and some others downtown, and the number is significant; he further expressed concern over the push back that may be received from companies. Administrator Delo suggested contacting the Chambers of Green Bay and De Pere to gauge reaction or concerns of members, as he believes the City's larger employers are members of either one or both of the Chambers.

Ald. Jennings made a Motion to refer back to staff to obtain the interest of business members of the Chambers, seconded by Ald. Nelson. Upon further discussion, Ald. Crevier expressed his concern with the inconsistency of language between the state law and the proposed ordinance, and that he feels the responsibility of action is on the employee/voters, not the employer. The Mayor added that while he likes the intent of this item, he believes it would be difficult for some industries and employers to comply. The City Attorney read the first paragraph of Sec. 6.76 to the Committee at Ald. Hansen's request, and added that since the interpretation hasn't been challenged, case law is not readily available, but the feedback she received from the State Elections Board was receptive toward the ordinance. Ald. Chandik Kunding clarified the rights given under the statute, and suggested that the City could take action through its communication outlets to inform the electorate of the right to take off unpaid time to vote. City Attorney Schmidt-Lehman confirmed this could be another option.

Upon further discussion, Administrator Delo asked that as a result of the Motion, what action is being expected of staff, to which Ald. Chandik Kunding suggested broadening the Motion to also include alternative communication strategies to create awareness. Ald. Crevier indicated that he feels that the City is sufficiently accomplishing the circulation of information through its informal communication and social media avenues by way of the Communication Specialist, and does not feel an ordinance is necessary. Ald. Hansen

indicated that he is supportive of Ald. Kunding's suggestion in supplement to the ordinance, but since some voters do not use social media, every resident could not be reached through social media only.

Following the vote, Ald. Crevier did confirm that this item will be brought back again at a future date.

RESULT:	REFERRED BACK TO STAFF [3 TO 2]
MOVER:	Ryan Jennings, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Ryan Jennings, Amy Chandik Kunding, Casey Nelson
NAYS:	Scott Crevier, Michael J. Walsh

14. Recommendation from Finance Director-Treasurer to Approve 2018 Budget Items to be Carried Forward into 2019.*

Ald. Nelson confirmed the intent of this item is that budgeted items in the revenue side for 2018 will be spent in 2019. Finance Director-Treasurer Zegers explained this item is two-fold: that the non-lapsing funds went up from about \$170,000 to \$230,000 and the sales tax proceeds decreased approximately \$230,000; the unassigned fund balance will increase about 1% from last year. Administrator Delo clarified that these revenues were accounted for in a prior year, but are carried over because expenditure wasn't made at that time. Finance Director-Treasurer Zegers confirmed the money is reserved within the general fund.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Casey Nelson, Alderperson
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Crevier, Jennings, Kunding, Nelson, Walsh

15. Consideration of the Possible Acquisition of Private Property for Public Use.

Mayor Walsh made a motion to go into closed session at 8:26 PM, seconded by Alderperson Jennings. Upon roll call vote, Motion carried unanimously.

Mayor Walsh made a motion to go back to regular order at 8:40 PM, seconded by Alderperson Nelson. Upon roll call vote, Motion carried unanimously.

RESULT:	NO ACTION
----------------	------------------

16. Future agenda items.

None.

17. Adjournment.

Upon Motion of Mayor Walsh, seconded by Alderperson Crevier, the Finance/Personnel Committee unanimously adjourned at 8:41 PM.

Respectfully submitted,
Angela Zills



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 11, 2019

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Fire Department Overtime and LifeQuest Services Billing Reports for May, 2019.

ATTACHMENTS:

- FIRE DEPT_MAY OT RPT (PDF)

DE PERE FIRE RESCUE
OVERTIME BREAKDOWN BY REASON FOR THE YEAR 2018

REASON	Jan.*	Feb.**	Mar. ***	Apr.+	May++	June+++	July^	Aug.^	Sept.^^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	153.00	117.00	196.50	190.25	135.00	129.00	48.25	129.00	135.25	90.00	81.00	66.25	1,470.50
EMS TRAINING	79.50	31.50	98.00	67.00	61.50	17.75	0.00	0.00	98.50	117.50	121.50	99.00	791.75
FIRE TRAINING	21.75	31.50	24.00	18.00	94.25	16.00	18.50	15.75	0.00	55.00	66.50	34.50	395.75
RESCUE CALLS	17.00	6.75	16.50	10.50	4.00	10.75	4.50	0.00	0.00	24.25	13.00	9.75	117.00
FIRE CALLS	1.00	4.00	0.50	1.25	0.00	0.00	0.00	1.75	0.00	1.50	0.75	2.50	13.25
MEETINGS	30.25	41.25	10.50	12.75	3.75	5.50	4.25	31.50	17.25	5.25	0.00	14.50	176.75
STAFFING REP.	0.00	0.00	77.25	109.00	93.75	36.00	83.00	69.75	85.50	6.00	49.50	309.75	919.50
MAINTENANCE	26.50	6.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33.25
PUB. ED.	13.50	0.00	17.75	0.75	14.25	6.00	6.00	19.50	29.25	48.00	1.50	0.00	156.50
SPECIAL EVENTS	58.75	0.00	0.00	0.00	211.50	0.00	0.00	32.50	0.00	23.50	6.00	21.00	353.25
# FIRE RUNS	39	35	31	47	38	39	46	48	50	30	38	36	477
# EMS RUNS	193	168	164	196	179	179	169	194	202	178	177	184	2,183
DISPATCH ERRORS	6	1	2	4	5	4	6	4	1	3	10	9	55
TOTAL HRS.	401.25	238.75	441.00	409.50	618.00	221.00	164.50	299.75	365.75	371.00	339.75	557.25	4,427.50

Special Events included in Overtime

Total Overtime Budget \$95,000, Expenditures through January 2, 2019, \$93,505, 98%

*Period: 12/30/17-01/26/18 +Period: 03/24/18-04/20/18 ^Period: 06/30/18-07/27/18 #Period: 09/22/18-11/02/18
**Period: 01/27/18-02/23/18 ++Period: 04/21/18-06/01/18 ^^Period: 07/28/18-08/24/18 ##Period: 11/03/18-11/30/18
***Period: 02/24/18-03/23/18 +++Period: 06/02/18-06/29/18 ^^Period: 08/25/18-09/21/18 ###Period: 12/01/18-12/28/18

OVERTIME BREAKDOWN BY REASON FOR THE YEAR 2019

REASON	Jan.*	Feb.**	Mar. ***	Apr.+	May++	June+++	July^	Aug.^	Sept.^^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	72.75	54.00	22.50	69.00	3.00								221.25
EMS TRAINING	40.75	129.25	108.25	107.25	8.00								393.50
FIRE TRAINING	3.50	43.50	15.50	86.75	56.50								205.75
RESCUE CALLS	13.00	2.25	11.25	2.00	0.00								28.50
FIRE CALLS	13.50	4.50	23.50	9.75	7.50								58.75
MEETINGS	3.00	33.00	22.25	8.50	19.00								85.75
STAFFING REP.	89.25	15.50	0.00	153.00	152.25								410.00
MAINTENANCE	0.00	0.00	0.00	3.25	8.25								11.50
PUB. ED.	2.25	0.00	4.50	34.00	0.00								40.75
SPECIAL EVENTS	0.00	0.00	0.00	0.00	210.00								210.00
# FIRE RUNS	56	31	50	52	40								229
# EMS RUNS	191	178	167	223	191								950
DISPATCH ERRORS	6	6	8	2	4								26
TOTAL HRS.	238.00	282.00	207.75	473.50	464.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,665.75

Special Events included in Overtime

Total Overtime Budget \$95,000, Expenditures through June 4, 2019, \$28,830, 30%

*Period: 12/29/18-01/25/19 +Period: 03/23/19-05/03/19 ^Period: #Period:
**Period: 01/26/19-02/22/19 ++Period: 05/04/19-05/31/19 ^^Period: ##Period:
***Period: 02/23/19-03/22/19 +++Period: ^^Period: ###Period:

Attachment: FIRE DEPT_MAY OT RPT (8359 : Fire Department Overtime and LifeQuest Services Billing Reports for May, 2019.)

**OVERTIME CAUSED BY SICK LEAVE
MAY, 2019**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
05/08/2019	52.5	78.75
05/10/2019	22	33
05/12/2019	24	36
05/28/2019	3	4.5
TOTAL	101.5	152.25

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

DE PERE FIRE RESCUE
STRUCTURAL FIRE "STILL" ALARMS FOR MAY, 2019



Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
05/01/2019	902 Amhart Drive	CO detector activation, due to malfunction	E121	Investigate	N/A
05/01/2019	608 N. Ontario Street	CO detector activation, due to malfunction	E121	Investigate	N/A
05/03/2019	1290 N. Crown Court	Alarm system activation, no fire - unintentional	C102	Restore fire alarm system	N/A
05/03/2019	1580 Bellevue Street (Village of Bellevue)	Building fire	C102, L111	Dispatched/Canceled en route	N/A
05/04/2019	2130 S. Grandview Road (Village of Bellevue)	Shed fire	C101, L111	Dispatched/Canceled en route	N/A
05/06/2019	820 N. Libal Street	Smoke detector activation, due to malfunction	E111	Investigate	N/A
05/08/2019	226 N. 6th Street	Smoke or odor removal	E111	Investigate	N/A
05/08/2019	2415 S. Oneida Street (Village of Ashwaubenon)	Building fire	C101, L111	Dispatched/Canceled en route	N/A
05/08/2019	1313 Lawrence Drive	Smoke or odor removal	E111, E121	Investigate	N/A
05/10/2019	665 Grant Street	Smoke detector activation, no fire, unintentional	C102, E111	Investigate	N/A
05/10/2019	106 N. Michigan Street	Cooking fire, confined to container	C102, A111, E111, E121	Investigate, incident command, ventilate	N/A
05/10/2019	207 Fort Howard Avenue	Unauthorized burning	E121	Refer to proper authority	N/A
05/10/2019	586 W. Adams Drive (Village of Hobart)	Building fire	C102, L111	Extinguishment by fire service personnel	N/A
05/12/2019	300 Grant Street	Smoke detector activation, no fire, unintentional	E111, E121	Investigate	N/A
05/14/2019	815 Virginia Drive	Hazmat release investigation without hazmat	E111	Investigate	N/A
05/18/2019	1254 S. Seventh Street	CO detector activation, due to malfunction	E121	Investigate	N/A
05/20/2019	912 Fourth Street	Hazmat release investigation without hazmat	E122	Investigate	N/A

Attachment: FIRE DEPT_MAY OT RPT (8359 : Fire Department Overtime and LifeQuest Services Billing Reports for May, 2019.)

Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
05/21/2019	2191 American Blvd.	Detector activation, no fire, unintentional	E121, E122	Investigate	N/A
05/22/2019	825 East River Drive	Smoke detector activation, due to malfunction	C101	Restore fire alarm system	N/A
05/22/2019	2101 Yahara Circle	Detector activation, no fire, unintentional	E122	Investigate	N/A
05/23/2019	233 N. Broadway	Building fire	C101, E111, E122, L111	Investigate, incident command, ventilate	Dispatched Canceled En Route
05/24/2019	2870 Ramada Way (Village of Ashwaubenon)	Building fire	C102, L111	Dispatched/Canceled en route	N/A
05/24/2019	1415 Lawrence Drive	Passenger vehicle fire	E122	Investigate	N/A
05/25/2019	2076 W. Vista Circle	Cooking fire, confined to container	C102, E121, A111	Investigate	Ashwauben Hobart, Lawrence
05/25/2019	1757 Sunnyside Lane	CO detector activation, due to malfunction	E111	Investigate	N/A
05/30/2019	915 N. Broadway	Unauthorized burning	A111, E111	Investigate, extinguishment by fire service personnel	N/A
05/31/2019	1975 Ridgeway Drive	Smoke detector activation, due to malfunction	C102, E111	Investigate	N/A

Attachment: FIRE DEPT_MAY OT RPT (8359 : Fire Department Overtime and LifeQuest Services Billing Reports for May, 2019.)

**LIFEQUEST MEDICAL BILLING - 2019
MONTHLY REPORT**

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE
CHARGES	143,655	104,733	155,785	152,178	84,427	
PAYMENTS	55,433	56,668	75,702	53,535	65,318	
CREDIT ADJUSTMENTS	63,699	48,843	69,520	52,183	52,374	

	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
CHARGES						
PAYMENTS						
CREDIT ADJUSTMENTS						

Payments to LifeQuest	
January	3,057
February	3,823
March	4,791
April	3,407
May	3,661
June	
July	
August	
September	
October	
November	
December	
Total Paid	\$18,739

**See attached details

Attachment: FIRE DEPT_MAY OT RPT (8359 : Fire Department Overtime and LifeQuest Services Billing Reports for May, 2019.)

City Of De Pere
Income and Expenditures
May 2019
All Phases

Charges		Billing	Collection	Total
Billing Charges / Collection Placements		\$58,286.20	\$26,140.37	\$84,426.57
Other	+	\$3.00	\$3.00	\$6.00
Subtotal of Charges		\$58,289.20	\$26,143.37	\$84,432.57
Account Transfers		\$9,323.65	\$16,816.72	\$26,140.37
Credit Summary				
Total Credits		\$113,605.18	\$4,389.34	\$117,994.52
Less Adjustments	-	\$52,377.45	\$(3.62)	\$52,373.83
Less Delinquent Closed Accounts Reconciliation	-	\$0.00	\$302.79	\$302.79
Less Overpayments	-	\$(555.91)	\$(41.42)	\$(597.33)
Gross Payments Received		\$61,783.64	\$4,131.59	\$65,915.23
Plus Overpayment Returns	+	\$(175.67)	\$0.00	\$(175.67)
Net Payments Received		\$61,607.97	\$4,131.59	\$65,739.56
Less Payments Kept By Service	-	\$(54.63)	\$0.00	\$(54.63)
Total Deposits Reconciliation		\$61,662.60	\$4,131.59	\$65,794.19
Summary of Disbursement				
Total Deposits & Payments Kept By		\$61,607.97	\$4,131.59	\$65,739.56
Plus Overpayment Refunds	+	\$(380.24)	\$(41.42)	\$(421.66)
Gross Revenue		\$61,227.73	\$4,090.17	\$65,317.90
LifeQuest Fee		\$2,755.25	\$899.83	\$3,655.08
Plus Probate Fees	+	\$3.00	\$3.00	\$6.00
Other / Fees		-	-	\$0.00
Total Due LifeQuest	Check # EFT	\$2,758.25	\$899.83	\$3,661.08
Service Revenue		\$58,472.48	\$3,190.34	\$61,662.82
Less Payments Kept By Service	-	\$(54.63)	\$0.00	\$(54.63)
Less Service Payable	-	\$0.00	\$0.00	\$0.00
Less Probate Fees	-	\$(3.00)	\$(3.00)	\$(6.00)
Other / Fees		\$0.00	\$0.00	\$0.00
Total Due Service	Check # EFT	\$58,524.11	\$3,187.34	\$61,711.45

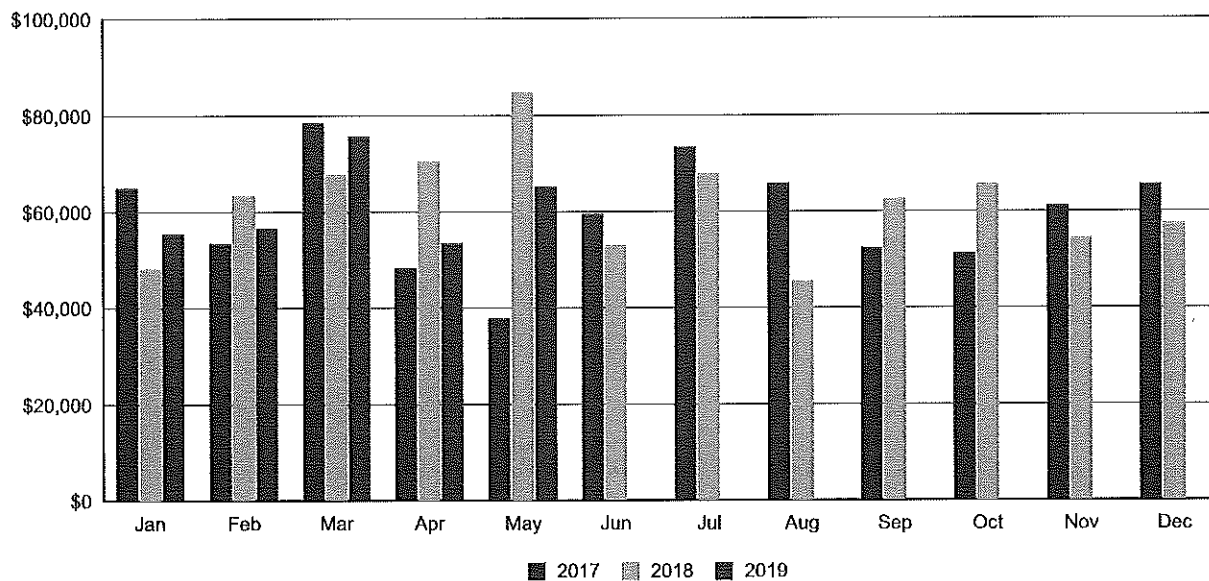
Messages:

Total Deposits EOM differ from bank statement by \$354.15 due to 5/30 \$255.56 HWHO & 5/31 \$240.80 MOLINA HC OF WI NOT POSTED. 2/6 \$54.63 NHIC & 3/5 \$87.58 AETNA NOW POSTED. 6.3.19 BJ

Attachment: FIRE DEPT_MAY OT RPT (8359 : Fire Department Overtime and LifeQuest Services Billing Reports for May, 2019.)

All Phases Gross Revenue

City of De Pere
January 2017 to May 2019



	2017	2018	2019
January	\$65,035	\$48,362	\$55,433
February	\$53,532	\$63,538	\$56,668
March	\$78,566	\$67,787	\$75,702
April	\$48,367	\$70,664	\$53,535
May	\$38,017	\$84,800	\$65,318
June	\$59,532	\$53,162	\$0
July	\$73,500	\$67,954	\$0
August	\$65,845	\$45,566	\$0
September	\$52,557	\$62,667	\$0
October	\$51,374	\$65,610	\$0
November	\$61,219	\$54,498	\$0
December	\$65,635	\$57,599	\$0
Total Gross Revenue	\$713,180	\$742,207	\$306,656

City Of De Pere

Billing Summary

May 2019

Phase 1

Charges			
Billing Charges		\$58,286.20	
Other	+	\$3.00	
Subtotal of Charges			\$58,289.20
Account Transfers			
Billing to Collections Transfer Total			\$9,323.65
Credit Summary			
Total Credits		\$113,605.18	
Less Adjustments	-	\$52,377.45	
Less Overpayments	-	\$(555.91)	
Gross Payments Received			\$61,783.64
Plus Overpayment Returns	-	\$(175.67)	
Net Payments Received			\$61,607.97
Less Payments Kept By Service	-	\$(54.63)	
Total Deposits Reconciliation			\$61,662.60
Summary of Disbursement			
Total Deposits & Payments Kept By		\$61,607.97	
Plus Overpayment Refunds	+	\$(380.24)	
Gross Revenue			\$61,227.73
LifeQuest Fee		\$2,755.25	
Plus Probate Fees	+	\$3.00	
Total Due LifeQuest	Check # EFT		\$2,758.25
Service Revenue		\$58,472.48	
Less Payment Kept By Service	-	\$(54.63)	
Less Service Payable	-	\$0.00	
Less Probate Fees	-	\$(3.00)	
Other / Fees	-	\$0.00	
Total Due Service	Check # EFT		\$58,524.11

Messages:

Legend:

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

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

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

Billing Reconciliation Summary

City of De Pere
For the month of May 2019

Beginning Balance of Accounts Receivables			\$240,281.63
Total Charges entered for the Month	+		\$58,286.20
Adjustments			
Intercept		\$0	
Per Contract		\$0	
Account Transfer Total		\$9,323.65	
Other		\$43,053.80	
Total Adjustments for the Month		\$52,377.45	
	-		\$52,377.45
Payments			
Cash		\$10,503.30	
Contract Payments		\$0	
Credit Card		\$0	
Direct Deposit		\$42,811.41	
Hospital		\$0	
Insurance		\$8,523.56	
Payment Kept By		\$(54.63)	
Other		\$0	
		\$61,783.64	
	-		\$61,783.64
Overpayment			
Recoupment		\$0	
Refunds		\$(380.24)	
Returns		\$(175.67)	
Service Payable		\$0	
Other		\$0	
		\$(555.91)	
	-		\$(555.91)
Total for Reconciliation Summary			\$184,962.65
Ending Balance of Accounts Receivables			\$184,962.65

Total Page : 1 of 1
 Page : 1 of 1
 Date : 06/03/2019
 Time : 11:18:02

Receivables Distribution Report

Receivables Cash

All Companies

All Directories

Charges	Jun 2018	Jul 2018	Aug 2018	Sep 2018	Oct 2018	Nov 2018	Dec 2018	Jan 2019	Feb 2019	Mar 2019	Apr 2019	May 2019	Totals
Jun 2018	4207	25686	14433	8076	4116	900	350	790	79	0	0	0 \$	5863
114068	3.7	22.5	12.7	7.1	3.6	0.8	0.3	0.7	0.1	0	0	0 %	51.4
Jul 2018		5253	16866	18074	7409	3552	617	-605	1057	46	-959	283 \$	5159
106754		4.9	15.8	16.9	6.9	3.3	0.6	-0.6	1	0	-0.9	0.3 %	48.1
Aug 2018			6334	25569	15117	8189	4149	712	268	597	0	0 \$	6093
122254			5.2	20.9	12.4	6.7	3.4	0.6	0.2	0.5	0	0 %	49.1
Sep 2018				1902	31023	13383	6534	5556	1489	1523	0	55 \$	6146
122220				1.6	25.4	11	5.3	4.5	1.2	1.2	0	0 %	50.1
Oct 2018					2562	26437	15902	6530	2176	3331	3794	382 \$	6111
115714					2.2	22.8	13.7	5.6	1.9	2.9	3.3	0.3 %	52.1
Nov 2018						223	24640	14380	9451	2818	232	0 \$	5174
106478						0.2	23.1	13.5	8.9	2.6	0.2	0 %	48.1
Dec 2018							831	22268	14799	8020	2832	3152 \$	5190
107646							0.8	20.7	13.7	7.5	2.6	2.9 %	48.1
Jan 2019								0	17895	24350	7265	2742 \$	5225
121031								0	14.8	20.1	6	2.3 %	43.1
Feb 2019									360	27858	15532	7822 \$	5157
109224									0.3	25.5	14.2	7.2 %	47.1
Mar 2019										0	18625	14767 \$	3339
95314										0	19.5	15.5 %	3
Apr 2019											2228	30061 \$	3228
116914											1.9	25.7 %	27.1
May 2019												186 \$	18
30465												0.6 %	0.1
Averages	<u>1st Mo</u>	<u>2nd Mo</u>	<u>3rd Mo</u>	<u>4th Mo</u>	<u>5th Mo</u>	<u>6th Mo</u>	<u>7th Mo</u>	<u>8th Mo</u>	<u>9th Mo</u>	<u>10th Mo</u>	<u>11th Mo</u>	<u>12th Mo</u>	
Extended	1.9	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	
Weighted	1.9	21.6	14.3	6.8	3	1.3	0.8	0.5	0	-0.3	0.1	0	

Attachment: FIRE DEPT_MAY OT RPT (8359 : Fire Department Overtime and LifeQuest Services Billing Reports for May, 2019.)



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 11, 2019

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Approval of May 2019 Police Overtime Report

The overtime (OT) report covers a four (4)-week period. Two previous years of overtime report summaries are attached for comparison.

Miscellaneous OT of 14.5 total hours is comprised of 10 hours of Patrol fraction allotments and 4.5 hours for department security during the recent carpet installation.

Reimbursable Miscellaneous OT of 75 total hours is all comprised of hours for the Drug Task Force officer.

The overtime related to special events is for the Kiwanis Memorial Day Parade.

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

ATTACHMENTS:

- 2017 PD OT Report Summary (PDF)
- 2018 PD OT Report Summary (PDF)
- May 2019 PD OT Report (PDF)

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2017**

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

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

01/02/2018
Report Date

NOTES:

* Period 12/31/2016 - 1/27/2017
**Period 1/28/2017 - 2/24/2017
***Period 02/25/2017 - 3/24/2017

+Period 03/25/2017 - 4/21/2017
++Period 4/22/2017 - 6/02/2017
^Period 6/03/2017 - 6/30/2017

#Period 7/1/2017 - 7/28/2017
##Period 7/29/2017 - 8/25/2017
^^Period 8/26/2017 - 9/22/2017

^^^Period 9/23/2017 - 11/3/2017
*+Period 11/4/2017 - 12/1/2017
*+*Period 12/2/2017- 12/29/2017

Attachment: 2017 PD OT Report Summary (8357 : Police May 2019 Overtime)

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2018**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	41.50	19.50	10.00	15.50	23.00	14.00	20.00	97.50	33.00	29.00	19.50	8.50	331.00
OFFICER WORKED ON HOLIDAY	105.75	8.00	12.00	42.00	98.25	22.00	70.50	4.00	114.00	12.00	51.75	98.75	639.00
OFFICER FOR COURT	4.00	14.00	13.00	12.00	18.00	12.00	23.50	6.00	14.00	53.50	9.00	26.00	205.00
OFFICER TRAINING	82.00	122.00	71.75	140.00	277.00	164.75	104.50	73.50	179.75	224.25	66.50	28.00	1534.00
OFFICER RELIEF FOR FUNERAL			4.50										4.50
OFFICER ATTEND MEETING	10.50		3.50	15.00	0.50		7.50		10.00	12.00		21.00	80.00
STAFFING LEVEL	68.00	51.25	97.75	61.50	87.50	92.00	83.00	73.75	140.50	175.50	99.50	85.25	1115.50
INVESTIGATION	50.75	77.00	82.25	87.50	40.75	27.50	39.00	55.50	15.00	83.00	57.25	74.50	690.00
HONOR GUARD FOR FUNERAL						15.50		3.00					18.50
SCHOOL LIAISON REIMBURSED	12.50	25.50	10.00	19.00	33.75	27.50		15.00	61.00	41.50	7.00	22.00	274.75
COMMUNITY RELATIONS						1.50		2.00	3.00	14.50		4.00	25.00
SPECIAL ASSIGNMENT						6.50				46.00			52.50
SPECIAL ASSIGNMENT REIMBURSED		17.50	9.50		212.75		26.50		13.50		30.75		310.50
MISCELLANEOUS	16.00	19.00	10.75	25.75	35.00	10.75	9.00	18.50	19.75	37.75	18.75	19.00	240.00
MISCELLANEOUS REIMBURSED	33.00	41.50	79.00	20.00	32.50	23.50	25.00	34.00	32.00	43.00	22.00	19.00	404.50
Gross OFFICER OVERTIME	424.00	395.25	404.00	438.25	859.00	417.50	408.50	382.75	635.50	772.00	382.00	406.00	5924.75
SUBTOTAL REIMBURSED OVERTIME	(45.50)	(84.50)	(98.50)	(39.00)	(279.00)	(51.00)	(51.50)	(49.00)	(106.50)	(84.50)	(59.75)	(41.00)	(989.75)
NET OFFICER OVERTIME	378.50	310.75	305.50	399.25	580.00	366.50	357.00	333.75	529.00	687.50	322.25	365.00	4935.00

Total Overtime Budget: **\$150,000.00**
Expenditures through 3/1/2019 **\$190,045.02**
Percent of Total Budget: **126.70%**

NOTES:

* Period 12/30/2017 - 1/26/2018

**Period 1/27/2018 - 2/23/2018

***Period 2/24/2018 - 3/23/2018

+Period 3/24/2018 - 4/20/2018

++Period 4/21/2018 - 6/1/2018

^Period 6/2/2018 - 6/29/2018

#Period 6/30/2018 - 7/27/18

##Period 7/28/2018 - 8/24/2018

^^Period 08/25/2018 - 09/21/2018

^^^Period 9/22/2018 - 11/2/2018

*+Period 11/3/2018 - 11/30/2018

*+*Period 12/01/2018 - 12/28/2018

Attachment: 2018 PD OT Report Summary (8357 : Police May 2019 Overtime)

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2019**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	20.50	16.50	15.00	48.50	9.50								110.00
OFFICER WORKED ON HOLIDAY	105.00	22.25	4.00	30.00	91.75								253.00
OFFICER FOR COURT	22.50	10.00	18.50	10.50	14.00								75.50
OFFICER TRAINING	29.50	89.00	124.00	160.75	82.75								486.00
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	3.00	2.00	12.00	13.00									30.00
STAFFING LEVEL	39.00	60.00	124.50	85.50	169.25								478.25
INVESTIGATION	33.00	38.50	16.00	58.50	29.00								175.00
HONOR GUARD FOR FUNERAL		10.00											10.00
SCHOOL LIAISON REIMBURSED	25.50	30.50	14.00	30.00	8.00								108.00
COMMUNITY RELATIONS					2.00								2.00
SPECIAL ASSIGNMENT				8.25	32.00								40.25
SPECIAL ASSIGNMENT REIMBURSED		14.00											14.00
MISCELLANEOUS	8.00	31.25	22.75	41.50	14.50								118.00
MISCELLANEOUS REIMBURSED	14.50	16.50	13.00	30.50	75.00								149.50
Gross OFFICER OVERTIME	300.50	340.50	363.75	517.00	527.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2049.50
SUBTOTAL REIMBURSED OVERTIME	(40.00)	(61.00)	(27.00)	(60.50)	(83.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(271.50)
NET OFFICER OVERTIME	260.50	279.50	336.75	456.50	444.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1778.00

Total Overtime Budget: **\$160,000.00**
Expenditures through 5/31/2019 **\$88,049.01**
Percent of Total Budget: **55.03%**

NOTES:

* Period 12/29/2018 - 1/25/2019

+Period 3/23/2019 - 5/03/2019

#Period

^^Period

**Period 1/26/2019 - 2/22/2019

++Period 5/4/2019 - 5/31/2019

##Period

*+Period

***Period 02/23/2019 - 3/22/2019

^Period

^^Period

*+*Period

Attachment: May 2019 PD OT Report (8357 : Police May 2019 Overtime)



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 11, 2019

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Consideration of Contract for "You Get it First" Alert System for Police Mass Notification*

The police department is considering options for mass notification of citizens for various events. We currently do not have this capability. The events could include missing persons, wanted subjects, detours around a traffic situation, evacuations, mass casualties, bad weather and the like. There are other purposes for such mass notification like advertising certain city events or making announcements

A Green Bay company called You has a product called Forward Move that fits our community notification needs. Attached is a quote for the system of \$600 per year. The terms and conditions are also attached. The City Attorney has not had a chance yet to review them and we would ask that this item be forwarded to the Common Council for approval pending the approval of the City Attorney.

Thank you for your consideration in the matter. Please contact me with any questions at 339-4075.

ATTACHMENTS:

- DePere Forward Move Terms and Conditions (PDF)
- DePere Police Department (PDF)
- Terms and Conditions FORWARD MOVE (PDF)

City of DePere (hereinafter referred to as "Customer") agrees to purchase the equipment and services identified by the sales proposal and to all of the terms and conditions of this agreement. Forward Move, LLC (hereinafter referred to as "FOR") agrees to provide the services specified herein; sell, install, service and instruct Customer in the proper use of the electronic system provided by FOR at the Customer's premise (Location of premises: 400 West College Avenue) All programming of the electronic system(s) remain the property of FOR.

LIMITED WARRANTY

In the event that any part of the installed electronic system becomes defective, FOR agrees to make all repairs and replacement of parts without costs to the Customer for a period of 90 days from the date of installation by FOR during normal business hours. FOR reserves the right to substitute materials of equal quality at the time of replacement, or to use reconditioned parts in fulfillment of this warranty. FOR's warranty does not include; batteries, reprogramming, acts of God, accident, fire, flood, lightning, earthquake, explosion, riots, wars, strikes, unusual severe weather conditions, lack of adequate transportation, power failure, network failure, communication failure, wireless interference, hacking, quarantine restrictions, freight embargoes, orders or requests of governmental or judicial authority or any other cause beyond reasonable control of FOR. FOR's warranty of products and services only covers equipment both sold and installed by FOR. All warranties become null and void if there is an attempted or unauthorized repair, tampering, modification, or improper installation by anyone other than FOR. FOR shall not be liable for consequential damages. FOR is not the manufacturer of the equipment and other than FOR's limited warranty the Customer agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Upon Customer request, if the equipment is still under the terms of the manufacturer's warranty, FOR will send the defective equipment to the manufacturer on the customer's behalf. If the manufacturer deems the equipment is covered under warranty, FOR will honor the warranty for the equipment only. If the manufacturer deems the repairs are not covered under warranty, the cost of the equipment is the responsibility of the customer. Except as set forth in this agreement, FOR makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. FOR does not represent nor warrant that the electronic system may not be compromised or circumvented, or that the system will prevent any loss by burglary, hold-up, fire or otherwise; or that the system will in all cases provide the protection for which it is installed. Customer acknowledges that any affirmation of fact or promise made by FOR shall not be deemed to create an express warranty unless included in this contract in writing, and that Customer is not relying on FOR's skill or judgment in selecting or furnishing a system suitable for any particular purpose, and that there are no warranties which extend beyond those on the face of this agreement. Customer's exclusive remedy for FOR's breach of this contract or negligence to any degree under this contract is to require FOR to repair or replace, at FOR's option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusion may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state.

TERMS & CONDITIONS

PAYMENT: An interest rate of 1.5% per month shall be assessed to any balance not paid by the Customer within 30 days of the 1. completion of the installation or service of the electronic system. In the event the Customer should default in any obligation hereunder, the Customer shall pay for all costs and expenses incurred by FOR in connection with but not limited to the removal of equipment, the collection of the unpaid amount, and attorney fees and costs. FOR shall in no way be obligated to repair, restore, or redecorate the premise in the event an electronic system is removed for non-payment. FOR may substitute any equipment with models of equal performance. Quote(s) are subject to change after 30 days.

2. DELAY IN INSTALLATION AND SERVICE: FOR shall not be liable for any damage or loss sustained by Customer as a result of delay in installation or service of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including FOR's negligence in the performance of this contract. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence.

3. TESTING OF SYSTEM: All parties hereto agree that the electronic system, upon delivery, is in the exclusive possession and control of the Customer. It is the Customer's sole responsibility to test the operation of the electronic system as recommended by the manufacturer, or at a minimum monthly, and to notify FOR immediately if any equipment is in need of service or repair. FOR shall not be required to service the electronic system unless it has received notice from Customer, and upon such notice, and provided Customer is not in default of this agreement, FOR shall during the warranty period service the electronic system to the best of its ability within 48 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8 a.m. and 4 p.m. Customer agrees to test and inspect the electronic system immediately upon completion of installation and to advise FOR in writing or by email within three days after installation of any defect, error or omission in the electronic system, monitoring, or hosted service. In any lawsuit between the parties in which the condition or operation of the electronic system is in issue, the Customer shall be precluded from raising the issue that the electronic system was not operating unless the Customer can produce evidence that FOR received a service request by Customer.

Revision 2016.2.6-v6.00

CUSTOMER'S RESPONSIBILITIES: Customer is solely responsible for any false alarm fines, permits and fees, and any other municipal 4. assessments related to the electronic system and shall promptly on demand reimburse and indemnify FOR for any such expenses. Should FOR be required by existing or hereinafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Customer agrees to pay FOR for such service or material. Customer or others should not tamper with, disturb, injure, remove, relocate, or interfere with electronic system or allow anyone else to do so. Customer agrees to not use FOR equipment and services for illegal, immoral, unethical purposes including violating personal privacy of others. FOR shall not be held responsible and accepts no liability whatsoever in the event that its products or services are used for such by the Customer, or in the event that contracted work results in any breach of any act or statute of law. Customer accounts are protected by a password for privacy and security. Customer needs to take all appropriate actions possible to prevent unauthorized access to the Customer's account and personal information including but not limited to limiting access to any phone, computer, tablet or browser used to access Customer account information and by signing off after you have finished accessing your security system and/or account information. FOR is not and will not be held responsible for any actions taken by persons with valid account passwords or credentials. It is the Customer's responsibility to change all customer passwords and other credentials, and notify FOR immediately, if there is any suspicion or proof that such passwords or other credentials have been accessed, copied, or used by unauthorized parties.

5. PROTECTION OF PERSONAL INFORMATION: As a leader in security, FOR understands the importance of securing your personal information. FOR has taken appropriate security measures – including administrative, technical and physical measures - to maintain and protect your personal information against loss, theft, misuse, unauthorized access, disclosure, and destruction. We bind our employees to observe and protect your personal information. Despite many advances in information security technology and procedures, however no commercially deployed method of information transfer over the Internet, through third party application solutions or electronic data storage is known to be 100% secure. As a result, while we do strive to use commercially reasonable means to protect your Personal Information, we cannot guarantee the absolute security of that information during its transmission, its storage in our systems, or use in third party application solutions. For more information reference FOR's current privacy policy which can be found at: <https://dashboard.yougetitfirst.com/#>

6. INDEMNITY/WAIVER OF SUBROGATION RIGHTS: FOR agrees to perform their duties in a professional competent manner and agrees to correct and/or repair any damage caused by FOR. Customer agrees to and shall indemnify and hold harmless FOR, its employees, agents and subcontractors, from and against all claims, lawsuits, including those brought by third parties or Customer, including reasonable attorneys' fees and losses asserted against and alleged to be caused by FOR's performance, negligent performance, or failure to perform any obligation. Parties agree that there are no third party beneficiaries of this contract. Customer on its behalf and any insurance carrier waives any right of subrogation Customer's insurance carrier may otherwise have against FOR or FOR's subcontractors arising out of this agreement or the relation of the parties hereto. Customer shall not be permitted to assign this agreement without written consent of FOR. FOR shall have the right to assign this contract and shall be relieved of any obligations created herein upon such assignment. SERVICE OF SYSTEM: Customer authorizes FOR, its agents and assigns, to install the electronic equipment or system in the designated premise, and to service the system and to make any necessary inspections, tests, and repairs as required or requested, according to our limited liability as in this agreement. Customer acknowledges that as the installation or service company, FOR may have access to; programming, data, monitoring or hosted services, including the remote operation of the electronic system. Customer agrees that FOR is not liable or responsible for any equipment not sold or installed by FOR. The minimal service charge for an onsite visit during normal business hours (Monday through Friday between 8 a.m. and 4 p.m.) is \$129.00 for educational and commercial accounts. The service charge includes the first 30 minutes of labor. Labor beyond the included 30 minutes is billed at \$90.00 per hour in 30 minute increments. Afterhours or emergency service rates are time and a half (150%) the normal rates. Rates do not include tax or travel to any location further than 25 miles from the closest Forward Move office.

7. EXCULPATORY CLAUSE: FOR and Customer agree that the electronic system, once delivered, becomes the personal property of the Customer. Customer agrees that FOR is not an insurer and no insurance coverage is offered herein. The electronic system is designed to reduce certain risks of loss, though FOR does not guarantee that no loss will occur. FOR has offered additional and more sophisticated equipment and services for an additional charge which Customer has declined. FOR is not assuming liability, and, therefore shall not be liable to Customer for any loss, personal injury or property damage sustained by Customer as a result of burglary, theft, hold-up, fire, equipment failure, smoke, or any other cause, whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by FOR's negligent performance, failure to perform any obligation or strict products liability. Customer releases FOR from any claims for contribution, indemnity or subrogation.

8. WE ARE NOT AN INSURER: We are not an insurer and you will obtain from an insurer any insurance you desire. The amount you pay us is based upon the services we perform and the limited liability we assume under this contract and is unrelated to the value of your property or the property of others located in your premises. In the event of any loss or injury to any person or property, you agree to look exclusively to your insurer to recover damages. You waive all subrogation and other rights of recovery against us that any insurer or other person may have as a result of paying any claim for loss or injury to any other person.

9. LIMITATION OF LIABILITY AND DAMAGES: Customer agrees that should there arise any liability on the part of FOR as a result of FOR's negligent performance to any degree, failure to perform any of FOR's obligations, equipment failure or strict products liability, that FOR's liability shall be limited to the sum of \$500.00. If Customer wishes to increase FOR's maximum amount of FOR's limitation of liability, Customer may, as a matter of right, at any time, by entering into a supplemental contract, obtain a higher limit by paying an annual payment consonant with FOR's increased liability. This shall not be construed as insurance coverage.

10. FOR's RIGHT TO SUBCONTRACT SPECIAL SERVICES: Customer agrees that FOR is authorized and permitted to subcontract any services to be provided by FOR to third parties who may be independent of FOR, and that FOR shall not be liable for any loss or damage sustained by Customer by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties and Customer appoints FOR to act as Customer's agent with respect to such third parties, except that FOR shall not obligate Customer to make any payments to such third parties. FOR shall be permitted to assign this contract and upon such assignment shall have no further obligation hereunder. Customer acknowledges that this agreement, and particularly those paragraphs relating to FOR's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignee, subcontractors and communication centers of FOR.

11. ALTERATION OF PREMISES FOR INSTALLATION OR SERVICE: Customer authorizes FOR to make any and all preparations FOR deems necessary for the installation and service of the electronic system including but not limited to drilling holes, driving nails, and making attachments. FOR shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment. Customer represents that the owner of the premises, if other than Customer, authorizes the installation or service of the system and equipment under the terms of this agreement.

Revision 2016.2.6-v6.00

CUSTOMER'S DUTY TO SUPPLY ELECTRIC, TELEPHONE, & INTERNET: Customer agrees to furnish, at Customer's expense, all AC power, 12. electrical outlets and receptacles, telephone hook-ups or high speed internet connections, telephone numbers or IP Address, as deemed necessary by FOR for the proper installation and service of the electronic system. Customer acknowledges that using a Voice over Internet (VoIP) or digital telephone service can prevent telephone line seizure and prevent alarm signal transmission. Customer also acknowledges that interruptions in 3rd party telephone, internet, or cellular communication services will prevent alarm signals transmission.

13. MONITORING & HOSTED SERVICES NOT INCLUDED: Customer understands that this Agreement does not cover monitoring services for the System at any time. If Customer requires or desires monitoring or hosted services, such services will be the subject of a separate or additional agreement with additional compensation to FOR. Any disputes related to FOR's contracted monitoring of the System will be governed by the separate monitoring agreements.

14. LEGAL ACTION: In the event FOR institutes legal action to recover any amounts owed by Customer to FOR hereunder, the parties agree that the amount to be recovered, and any judgment to be entered, shall include interest at the rate of 1 1/2% per month from the date payment is due. Should FOR prevail in any litigation between the parties, Customer shall pay FOR's legal fees. The parties waive trial by jury in any action between them. In any action commenced by FOR against Customer, Customer shall not be permitted to interpose any counterclaim. Any action by Customer against FOR must be commenced within one year of the accrual of the cause of action or shall be barred. All actions or proceedings against FOR must be based on the provisions of this agreement. Any other action that Customer may have or bring against FOR in respect to other services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement.

15. NON-SOLICITATION: Customer agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity, any employee of FOR assigned by FOR to perform any service for or on behalf of Customer for a period of two years after FOR has completed providing service to Customer. In the event of Customer's violation of this provision, in addition to injunctive relief, FOR shall recover from Customer an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with FOR, times twelve, together with FOR's counsel and expert witness fees.

16. SECURITY INTEREST/COLLATERAL: To secure Customer's obligations under this agreement Customer grants FOR a security interest in the electronic system installed by FOR and FOR is authorized to file a financing statement.

17. TERMINATION OF AGREEMENT: Upon termination of this agreement FOR shall be permitted to remotely, or at the Customer's premise, delete any dealer related programming, and that FOR will no longer be required to service the electronic system. FOR may order the termination of any central station alarm monitoring, hosted or other services related to the electronic system, and Customer shall remain liable for all payments called for herein for the remaining balance of the agreement.

18. INSPECTIONS: When burglary/fire test and inspection services are performed, such inspection shall be completed on FOR's NFPA72 current inspection form which shall be given to Customer, and, where applicable, FOR may submit a copy thereof to the local Authority Having Jurisdiction. If recommendations are made by FOR, they are only advisory in nature and are intended to assist Customer in reducing the risk of loss of life and property by indicating obvious deficiencies, defects or impairments noted on the system, system design and equipment tested and/or inspected. The Customer is responsible for the condition and operation of the system, equipment, and components. If upon inspection FOR determines that repairs are recommended, then repair charges will be submitted for approval prior to any work. Should such repair work be declined, FOR shall be relieved from any and all liability arising therefrom.

19. FULL AGREEMENT/SEVERABILITY: This agreement constitutes the full understanding of the parties and may not be amended, modified or canceled except in writing signed by both parties, except that in the event FOR issues a UL certificate to Customer, FOR will comply with Underwriters Laboratory Inc. or any local law requirements regarding items of protection provided for in this agreement. This contract shall be governed by the laws of the State of Wisconsin. Should any part of this Agreement be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect. Any provision held invalid shall be severable from the remaining portions of this section.

By signing this form, you acknowledge that you have read and agree to these service terms & conditions.

City of DePere

Printed Name: _____

Authorized Signature: _____

Date: _____



Forward Move
828 Cherry Street
Green Bay, WI 54301
info@yougetitfirst.com

QUOTE

Date	Quote #
4/22/19	MOIQ15047

Quote To: DePere Police Department
325 S. Broadway Street
DePere, WI 54115

Site: DePere Police Department
325 S. Broadway Street
DePere, WI 54115

Attention: Jedd Bradley
Email: jbradley@mail.de-pere.org
Phone: 920-339-4084
Mobile:

Contact: Jedd Bradley
Email: jbradley@mail.de-pere.org
Phone: 920-339-4084
Mobile:

System Setup includes initial configuration of your company data. Dashboard set-up, Roster Upload and Testing, Administrator Training, LMS (2 hours for each safety administrator, 2 administrators), Mobile Power User initial training (LMS). Site fee includes Ongoing Administrator Training, System Support, Tech Support, Cloud Storage, Maintenance, Back-up and Server Monitoring. Ongoing mobile Power User training and safety reminders (sent by site admins).

YOU Get it First

Full Broadcast Messaging System
Mass Notification System (non-emergency)
Emergency Broadcast System

			One- Time Fee
1	System Set up and Training		N/C
250	Mobile Users (Power Users) \$25 per 250 users per month all Followers included	Monthly N/C	Annually \$0.00
1	Site Fee (Includes unlimited followers and unlimited messages sent)	\$50.00	\$600.00
	All Facilities and Staff	Monthly Investment \$50.00	\$600.00
		First Year Investment	\$600.00

Please return a signed copy of this Quote and 50% down payment of the First Year Investment for acceptance. Balance due in 30 days. Quote valid for 30 days.

Acceptance: _____ Date: _____

Locations		Monthly	Annually
1	Per Facilities	\$50.00	\$600.00

Attachment: DePere Police Department (8358 : Police You Get it First Alert System)

PRIVACY POLICY OF FORWARD MOVE, LLC

Effective February 16, 2017

1. Privacy Policy.

We value your privacy and are dedicated to protecting your information and providing you with notice about our information collection and use practices and how you have a choice to opt-in/out of any marketing or promotional contact from us. You may choose to register the installed copy of the "YOU Get it First App" with Forward Move, LLC ("Forward Move") by means provided in the "YOU Get it First App". By voluntarily sharing personally identifiable information by means of registering the "YOU Get it First App", you agree to the following privacy policy.

2. Personally Identifiable Information.

When you register for the "YOU Get it First App", the registration form requires certain personal information to be provided (including, without limitation, your name and email address).

3. Announcement Email Information.

From time to time, we provide information about our products to our customers in the form of email. When you register the "YOU Get it First App", you will have the option to opt-in/out of announcement emails. After successfully registering the "YOU Get it First App", you have the option to set your opt-in/out preference using the "YOU Get it First App's" alert settings. Announcement emails will be emailed directly to the address that you provide when you register.

We may place email links and or forms on our website to allow you to contact us directly. The personal information you provide in these links and forms are used to respond directly to your questions or comments. All information, other than the personal information that you send to Forward Move using these email links or forms, will not be considered or treated as confidential information. Do not send us any information, ideas, suggestions, proposals, or comments that you consider confidential or that you want to be treated as confidential.

4. Use of Your Personally Identifiable Information.

We use personal information to respond to your inquiries, improve our marketing and promotional efforts, to analyze the "YOU Get it First App" and to customize our services. We may use personal information to deliver information to you and to contact you regarding administrative notices. We may also use personal information to resolve disputes and troubleshoot problems.

We may use additional information not considered personally identifiable to analyze and improve troubleshooting techniques and responses, and to improve the value of “YOU Get it First App”(s) and services provided by Forward Move or third parties.

If the email address you provide us is an email address that you access via a wireless device, you understand that your wireless carrier's standard rates apply to these messages, and that you may change your mind at any time and elect to not receive such messages. You also represent that you are the owner or authorized user of the wireless device on which the messages may be received, and that you understand and are authorized to approve the applicable charges.

5. Reminder Alerts.

You may choose to allow the “YOU Get it First App” to provide reminder alerts. Should you allow the “YOU Get it First App” to provide reminder alerts, you understand and agree that this service may be provided using services operated outside of the “YOU Get it First App”. You understand and agree that pertinent data needed for such alerts will be transmitted and temporarily be stored on services operated by Forward Move, and that at the appropriate time, this alert data will be transmitted via corresponding services for delivery to your device or chosen delivery endpoints. At no time is the personal information you provide transmitted via a third-party delivery service unless as required by the nature of the delivery mechanism (electronic mail, for example, requires your name and email address for delivery). Should you disagree with the mechanism of this service, you agree to disable and not use reminder alerts as provided in the “YOU Get it First App”.

6. Required Disclosures.

Forward Move may disclose personal information if required to do so by law or in the good-faith belief that such action is necessary to prevent injury or property damage. We will usually attempt to notify you when we are making such a disclosure, but we may not do so in an emergency or when we are prohibited by law or court order from giving such notice.

7. Information Sharing and Third Party Service Partners.

Forward Move may rent, sell, or share personal information about you with other people or non-affiliated companies (with your consent) or if we have a good faith belief that access, use, preservation, or disclosure is reasonably necessary to (a) satisfy any law, regulation, legal process or enforceable governmental request, (b) enforce any applicable Terms of Service (including investigation of potential violations thereof), or (c) detect, prevent or otherwise address fraud, security, or technical issues.

Forward Move may provide services for the “YOU Get it First App” through contractual arrangements with affiliates, service providers, partners and other third parties (“Service Partners”). Forward Move and its Service Partners use your personal information to operate and deliver their products and services.

If Forward Move becomes involved in a merger, acquisition, or any form of sale of some or all of its assets, we will ensure the confidentiality of any personal information involved in such

transactions and provide reasonable notice before personal information is transferred and becomes subject to a different privacy policy. Such notice may be given by a clear and concise statement on Forward Move's website or in a subsequent update to the "YOU Get it First App" that there has been an update to this privacy policy.

8. Opt-Out Policy.

Forward Move allows you to opt out of our use of your personal information for purposes other than the purpose for which it was provided. This includes, by way of example, marketing and promotional mailings relating to Forward Move products and services. You may exercise this option at the time your personal information is collected by toggling the appropriate setting in the "YOU Get it First App's" settings. In some cases, we may ask you to affirmatively indicate your consent to receive marketing and promotional materials. In the case where you decline the consent to receive marketing and promotional materials, we will not send you any additional materials other than those required by our service agreement with you.

9. Access and Integrity of Stored Personal Information.

The personal information provided to Forward Move during registration of the "YOU Get it First App" is shown directly in the "YOU Get it First App's" settings. Should you wish to actively delete the personal information that has been provided to us, subject to your understanding that certain deletions may affect our ability to provide the Forward Move services you have requested, please send us an email to info@yougetitfirst.com.

10. Links.

The "YOU Get it First App" may include links to other applications or sites. This Privacy Policy applies to the "YOU Get it First App" only. Any information you submit to linked sites or other applications will be subject to the privacy policies of those sites or applications, if any. You should review those policies carefully before providing any information to these linked sites or applications.

11. Security.

Forward Move undertakes practical and reasonable steps to protect personal information from unauthorized or accidental access, disclosure, misuse or processing, or from alteration, destruction, or loss. Personal information that we collect resides on servers operated by Forward Move and is accessible only to personnel who, by virtue of their duties, are required to have access and have been trained in, and tasked with, the observance of the principles embodied in this Privacy Policy.

12. Enforcement.

If you have any questions or complaints regarding how your personal information is treated under this Privacy Policy or generally about the implementation of the principles of this policy, we encourage you to contact info@yougetitfirst.com.

13. Changes to Privacy Policy.

Should we decide to change this Privacy Policy, we will update it with the release or update of the "YOU Get it First App" or on the following website: yougetitfirst.com, so that you will always know what personal information we gather, how we might use it, and whether we will disclose it to anyone. Unless you opt out of receiving announcement emails from us, as you may do so in the manner described herein, we may also notify you by email of changes to this Privacy Policy.

LICENSE AGREEMENT FOR SMARTPHONE/TABLET APP

Effective: February 16, 2017

This License Agreement, together with all updates, additional terms, and all of Forward Move, LLC's rules and policies ("Agreement") governs your ("you", "You", "your", or "Your") use of the "YOU Get it First App", the Services and the Site (collectively, the "Technology") provided by Forward Move, LLC its subsidiaries and contractors ("Forward Move," "we," "us" or "our") designed to operate on your Smartphone and/or tablet (your "Computing Device").

The Technology is licensed, not sold.

You acknowledge that the Agreement is entered into by and between Forward Move and you. Your use of the Technology constitutes your acceptance of the terms of this Agreement, which may be amended from time to time by Forward Move. Forward Move reserves the right to change or modify this Agreement or any other Forward Move policies related to use of the Technology at any time, and at its sole discretion, by posting revisions on an update to the Technology or on the Internet at yougetitfirst.com. Continued use of the Technology following the posting of these changes or modifications will constitute acceptance of such changes or modifications.

1. Term and Termination.

This Agreement is entered into as of your first access or use of the Services or a Site (the "Effective Date"). This Agreement will be effective upon the Effective Date. If You have ordered a trial subscription for the Services or a subscription to any free Services (a "Trial/Free Subscription"), then the term of this Agreement will continue for the period of the Trial/Free Subscription indicated on the order form and will thereafter expire unless You place an order for a non-trial subscription to the Services prior to the completion thereof. If You have ordered a non-trial subscription to the Services, then the term of this Agreement will continue for the initial period stated in the applicable order and will thereafter automatically renew for successive additional

periods of equal duration. If no initial period is stated in the applicable order, this Agreement will continue for an initial period of 1 month and will thereafter automatically renew for successive additional 1-month periods. Unless terminated as set forth herein, the term of this Agreement will continue to renew until You notify Forward Move that You do not wish to renew the Agreement at least 10 days prior to the end of the then-current period. In all other cases, the term of this Agreement will continue until terminated as set forth herein. Notwithstanding the foregoing, Your rights under this license will terminate automatically without notice from Forward Move if you fail to comply with any term(s) of this Agreement. In addition, Forward Move may also immediately and indefinitely suspend Your access to the Sites or Services, with or without notice to You, upon any actual, threatened or suspected breach of this Agreement or of applicable law or upon any other conduct deemed inappropriate or detrimental to the Services by Forward Move (including, but not limited to, rogue script, bad send and unauthorized takeover or other malicious activity on Your Account). Upon termination or expiration of this Agreement for any reason: (a) all rights and subscriptions granted to You under this Agreement will terminate; (b) You will immediately cease all use of and access to the Sites and Services; (c) all Fees then owed by You will become immediately due and payable; (d) You will immediately either return to Forward Move or, at Forward Move's discretion, destroy the Forward Move Content, Account IDs, and other information related to this Agreement in Your possession or control; and (e) Forward Move may delete any of Your Content held by Forward Move within 10 days after the date of termination.

2. Payment.

You agree to pay Forward Move all fees set forth in each order and any fees otherwise specified on the Site or through the Services ("Fees"). All Fees will be billed as indicated in each order. If the applicable order does not specify any applicable billing terms, the initial payment of Fees specified under that order for each period in Your subscription will be due and payable by You in advance on or before the Effective Date and again on or before the completion of each subsequent period under this Agreement. If You have specified credit card or direct withdrawal from a bank account as an applicable payment mechanism under this Agreement, You grant Forward Move the right to charge the credit card or debit the bank account provided to Forward Move for all Fees incurred under this Agreement. All Fees will be non-refundable once paid to Forward Move (including upon any termination or suspension of this Agreement). Until paid in full, all past due amounts will bear an additional charge of the lesser of 1½% per month or the maximum amount permitted under applicable law. Forward Move may change any portion of the Fees by posting the changes to the Sites or otherwise notifying You through the Services of the change, such changes to take effect at the beginning of the next period of this Agreement. If Forward Move requires use of collection agencies, attorneys, or courts of law for collection on Your account, You will be responsible for those expenses. You will be responsible for all use, sales, and other taxes imposed on the Services provided under this Agreement.

3. License.

The license granted to you by Forward Move for the Technology is limited to a non-transferable license to use the Technology on any Computing Device that you own or control. This license does not allow you to use the Technology on any Computing Device that you do not own or control. You may not rent, lease, lend, sell, redistribute or sublicense the Technology. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Technology, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as

may be permitted by the licensing terms governing use of any open sourced components included with the Technology). Any attempt to do so is a violation of the rights of Forward Move and its licensors. If you breach this restriction, you may be subject to prosecution and damages. You agree to comply with applicable third party terms of agreement when using the Technology. If You desire to integrate the Service into any of the services offered by You and/or provide the Service to Your customers and potential customers ("OEM Users") as an integrated part of Your business (the "OEM Service"), You will also be subject to the OEM terms and conditions set forth in Section 25 below

4. Account.

The rights granted to You under this Agreement entitle You to access the Services through accounts (each, an "Account"). You will be provided with a user identification and password applicable to each Account You have purchased (each such user identification and password, an "Account ID"). Each Account ID is personal in nature and may be used only by You or, if You are an organization, by designated employees within Your organization or contractors who are contractually required to comply with the terms of this Agreement (such individual, as applicable, the "User" of the Account). You are solely responsible for all use of the Services by each User and for compliance by each User with the applicable terms of this Agreement. You will ensure the security and confidentiality of each Account ID and will notify Forward Move immediately if any Account ID is lost, stolen or otherwise compromised. You acknowledge that You are fully responsible for all costs, fees, liabilities or damages incurred through use of each Account ID (whether lawful or unlawful) and that any Services ordered or transactions completed through any Account or under any Account ID will be deemed to have been lawfully completed by You. In no event will Forward Move be liable for the foregoing obligations or the failure by You to fulfill such obligations. You will be solely responsible, at Your own expense, for acquiring, installing and maintaining all hardware, software and other equipment as may be necessary for You and each User to connect to, access, and use the Services and the Sites.

5. Services; Third-Party Materials

Forward Move provides certain services relating to the development, transmission, analysis, and management of email messages ("Services") through the web site located at www.yougetitfirst.com and such other sites as may be designated by Forward Move (each, the "Site" or collectively, the "Sites"). Use of the Services may require Internet access and you accept additional terms of service by making use of these Internet-accessible Services. All access to and use of the Services available through the Site is subject to the terms of this Agreement. If You wish to access and use the publicly available portions of the Services and the Site, You may do so only in compliance with the terms of this Agreement.

You understand that by using any of the Services, you may encounter content that may be deemed offensive, indecent, or objectionable, which content may or may not be identified as having explicit language, and that the third parties' results of any search or entering of a particular URL may automatically and unintentionally generate links or references to objectionable material. You agree to use the Services at your sole risk and that Forward Move shall not have any liability to you for content that may be found to be offensive, indecent, or objectionable. You acknowledge that the content you encounter does not necessarily reflect the opinions or policies of Forward Move.

Certain Services may display, include or make available content, data, information, applications or materials from third parties ("Third-Party Materials") or provide links to certain third-party web sites. By using the Services, you acknowledge and agree that Forward Move is not responsible for examining or evaluating the content, accuracy, completeness, timeliness, validity, copyright compliance, legality, decency, quality or any other aspect of such Third-Party Materials or web sites. Forward Move does not warrant or endorse and does not assume and will not have any liability or responsibility to you or any other person for any third-party services, Third-Party Materials or web sites, or for any other materials, products, or services of third parties. Third-Party Materials and links to other web sites are provided solely as a convenience to you.

You further agree not to use the Services in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Forward Move is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of using any of the Services.

Forward Move reserves the right to change, suspend, remove, terminate, or disable access to any Services for any or no reason at any time without notice. In no event will Forward Move be liable for the removal of, termination, or disabling of access to any such Services. Forward Move may also impose limits on the use of or access to certain Services, in any case, and without notice or liability

6. Forward Move Content and Your Content.

Forward Move Content. Forward Move provides You with access to certain data, information and other content through the Site and Services ("Forward Move Content"). Unless otherwise noted on the Site, as between You and Forward Move, all Forward Move Content is owned by Forward Move. Subject to this Agreement, each User and OEM User (as applicable) may: (a) access the Forward Move Content (without modification) solely for Your own personal or business purposes in connection with the use of the Services; and (b) distribute the Forward Move Content (without modification) as incorporated into emails generated and sent by You or any OEM User (as applicable) through the Services. Except as expressly provided in this Agreement, You will not, and will not permit any User or OEM User (as applicable) to: (i) alter, modify, reproduce, or create derivative works of the Forward Move Content; (ii) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer the Forward Move Content, including, without limitation, providing outsourcing, service bureau, commercial hosting, application service provider or on-line services to third parties; or (iii) alter, obscure or remove any copyright, trademark or any other notices that are provided on or in connection with the Forward Move Content. Certain of the Forward Move Content includes or is based on data, information and content from independent third party providers ("Third Party Content"). Forward Move uses commercially reasonable measures to ensure that the Third Party Content is reliable, but Forward Move has no independent basis to verify or contradict the accuracy or completeness of the Third Party Content and will not be responsible for any erroneous Third Party Content provided through the Services.

Your Content. You will be solely responsible for all data, information and other content provided by, or collected or obtained from, You or any of Your Users or OEM Users (as applicable) through the Services, including, without limitation, all personally identifiable information relating to You or any of Your Users, customers, OEM Users, service providers, employees, contractors or agents ("Your Content"). Forward Move does not claim ownership of any content you upload. However,

Forward Move does need certain rights from you, with respect to your content, in order to operate certain features under this Agreement. Therefore, with respect to your photographs, video and literature, you grant Forward Move a worldwide, royalty-free, non-exclusive, fully sub-licensable license to use, distribute, reproduce, modify and publicly display said content (in whole or in part). You agree that Forward Move may place such advertisements and promotions on, about, or in conjunction with your content. The manner, mode and extent of such advertising and promotion are subject to change without specific notice to you. You represent and warrant that none of Your Content violates this Agreement or the Privacy Policy. You will maintain an adequate back-up of all Your Content and Forward Move will not be responsible or liable for any deletion, correction, destruction, damage, loss or failure to store or back-up any of Your Content. Forward Move may take remedial action if any of Your Content violates this Agreement, provided that Forward Move is under no obligation to review any of Your Content for accuracy or potential liability. You represent and warrant to Forward Move that You have all necessary right, title, interest and consent necessary to allow Forward Move to use Your Content for the purposes for which You or any OEM User (as applicable) provides Your Content to Forward Move, including, without limitation, the delivery of any and all emails and other communications. You will defend, indemnify and hold harmless Forward Move from any and all losses, costs, damages, liabilities or expenses (including without limitation reasonable attorney's fees) incurred or arising from any claim by a third party arising out of or relating to Your Content or the use thereof by Forward Move in providing the Services. For the purpose of clarity, Sensitive Data (as defined below) will not be provided to Forward Move at any time. For purposes of this Agreement, "Sensitive Data" means (a) social security number, passport number, driver's license number, or similar identifier (or any portion thereof), (b) employment, financial or health information, (c) ethnic or religious affiliation or sexual orientation, (d) criminal history, (h) mother's maiden name or (i) any other information or combinations of information that is deemed sensitive under the legal framework of any applicable jurisdiction.

You agree that Forward Move shall have the right to archive copies of any content you upload to the Technology, and to use a copy of that content to promote Services and Technology now and in the future.

7. Copyrights And Trademarks.

You acknowledge that no title to the intellectual property in the Technology is transferred to you. You further acknowledge that title and full ownership rights to the Technology will remain the exclusive property of Forward Move and you will not acquire any rights to therein. Forward Move retains all right, title and interest, including, without limitation, all IPR (as defined below), in and to the Technology, Forward Move content and any additions, improvements, updates, and modifications thereto. You acknowledge that You are not receiving any ownership interest in or to any of the foregoing, and no right or license is granted to You to use them apart from Your right to access the Services under this Agreement. The Forward Move name, logo and the product and service names associated with the Technology are trademarks of Forward Move (or its third party providers), and no right or license is granted to You to use them. For purposes of this Agreement, "IPR" means any and all intellectual property rights, proprietary rights, rights of publicity, rights of privacy, and any and all other legal rights protecting data, information or intangible property throughout the world, including, without limitation, any and all copyrights, trademarks, service marks, trade secrets, patent rights, moral rights, sui generis rights in databases, and contract rights.

This Technology is protected by copyright laws, international copyright treaties, other intellectual property laws and treaties.

8. Updates Or Upgrades To The Technology.

Forward Move is not obligated to provide any updates or upgrades to the Technology.

9. Disclaimer.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE TECHNOLOGY IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TECHNOLOGY IS PROVIDED "AS IS" AND "AS AVAILABLE", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND FORWARD MOVE HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE TECHNOLOGY, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES AND/OR CONDITIONS OF MERCHANTABILITY, OF SATISFACTORY QUALITY, OF FITNESS FOR A PARTICULAR PURPOSE, OF ACCURACY, OF QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

Forward Move does not warrant against interference with your enjoyment of the Technology, that the functions contained in, or Services performed or provided by, the Technology will meet your requirements, that the operation of the Technology will be uninterrupted or error-free, or that defects in the Technology will be corrected. Forward Move assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, any communication. Forward Move is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, or failure of any email due to technical problems or traffic congestion on the internet or on any of the Technology or combination thereof, including any injury or damage to users or to any person's smartphone and/or table related to or resulting from participation in connection with the Services.

No oral or written information or advice given by Forward Move or its authorized representative shall create a warranty.

Forward Move cannot guarantee and does not promise any specific results from use of the Forward Move Services.

Some jurisdictions do not allow the exclusion of implied warranties or limitations on applicable statutory rights of a consumer, so the above exclusion and limitations may not apply to you.

10. Limitation Of Liability; Intellectual Property Rights.

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT WILL FORWARD MOVE BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL

DAMAGES, HOWEVER CAUSED, UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE OR OTHERWISE), ARISING IN ANY WAY IN CONNECTION WITH OR OUT OF THE USE OF THE TECHNOLOGY (OR ANY FORWARD MOVE CONTENT PROVIDED THROUGH THE TECHNOLOGY), EVEN IF FORWARD MOVE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOSS OF DATA, OPPORTUNITY, REVENUES OR PROFITS, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES. FORWARD MOVE'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND ALL SERVICES PROVIDED UNDER THIS AGREEMENT, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED THE FEES PAID TO FORWARD MOVE HEREUNDER IN THE 1 MONTH PRECEDING ANY SUCH INITIAL OCCURRENCE OF LIABILITY (OR, IF NO SUCH FEES HAVE BEEN PAID, \$10.00). YOU AGREE THAT THE FEES REFLECT THE ALLOCATION OF RISK SET FORTH IN THIS AGREEMENT AND ACKNOWLEDGE THAT FORWARD MOVE WOULD NOT ENTER INTO THIS AGREEMENT WITHOUT THESE LIMITATIONS ON ITS LIABILITY. IN JURISDICTIONS WHERE LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES IS NOT PERMITTED, FORWARD MOVE'S LIABILITY IS LIMITED TO THE MAXIMUM EXTENT PERMITTED BY LAW. FOR THE PURPOSE OF CLARITY, FORWARD MOVE WILL NOT BE LIABLE, AND WILL HAVE NO OBLIGATION TO INDEMNIFY YOU, FOR (A) SENSITIVE DATA SENT TO FORWARD MOVE; (B) VIOLATION OF ANY LAW BY FORWARD MOVE WHEN ACTING AT YOUR OR ANY OEM USER'S (AS APPLICABLE) DIRECTION; (C) THE SENDING BY FORWARD MOVE OF YOUR OR ANY OEM USER'S (AS APPLICABLE) EMAILS, INCLUDING ANY CLAIMS AGAINST FORWARD MOVE DUE TO YOUR OR ANY OEM USER'S (AS APPLICABLE) SENDING OR DATA COLLECTION PRACTICES OR YOUR CONTENT.

THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

11. Forward Move's Obligation to Defend.

We will at our expense and option, defend or settle any claim brought against you alleging that the Technology or your possession and use of the Technology breaches any third-party intellectual property rights. We will be solely responsible for the investigation, defense, settlement and discharge of this third-party intellectual property infringement claim.

We will have no obligation with respect to any claim under this section unless: (a) you promptly notify us about the claim; (b) you allow us to have sole control of the defense and settlement of such claim; and (c) you provide us with reasonable assistance in connection with our defense and settlement of such claim.

If the Technology infringes or misappropriates, or in our reasonable determination is likely to infringe or misappropriate any third party's intellectual property rights, then we may, at our sole option and expense: (a) obtain from the third party the right to continue to use the Technology consistent with the rights granted hereunder; or (b) modify the Technology to avoid and eliminate such infringement or misappropriation.

We will not be liable for any infringement based on: (a) modification of the Technology by anyone other than us; or (b) the combination of the Technology with other software, items or processes

not furnished by us if such infringement would have been avoided by the use of the Technology alone.

12. Restrictions and Indemnification By You.

You acknowledge that the Technology and their structure, organization, and underlying data, information and source code constitute valuable trade secrets of Forward Move. You will not, and will not permit any third party (including any OEM User, as applicable) to: (1) access or use the Services or the Sites, in whole or in part, except as expressly provided in this Agreement; (2) use the Technology to harvest or collect e-mail addresses or other contact information of third parties by any means for the purposes of sending unsolicited e-mails or other unsolicited communications; (3) use the Technology in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Site or Services; (4) use automated scripts to collect information from or otherwise interact with the Technology; (5) use the Technology to intimidate or harass any other people or entities; alter, modify, reproduce, create derivative works of the Technology; (6) distribute, sell, resell, lend, loan, lease, license, sublicense or transfer any of Your rights to access or use the Technology, including, without limitation, providing outsourcing, service bureau, hosting, application service provider or on-line services to third parties, or otherwise make the Technology, or access thereto, available to any third party; (7) reverse engineer, disassemble, decompile, or otherwise attempt to derive the source code or method of operation of or any trade secrets embodied in the Technology; (8) attempt to circumvent or overcome any technological protection measures intended to restrict access to any portion of the Sites or Services; (9) interfere in any manner with the operation or hosting of the Technology, or attempt to gain unauthorized access to the Technology; or (10) use the Service for any high risk activities including, but not limited to, the operation of nuclear facilities, air traffic control, life support systems, emergency services or where the use or failure of the Service could lead to death, personal injury or environmental damage (collectively, "High Risk Activities"). Forward Move does not intend uses of the Service to create obligations under The Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Gramm-Leach-Bliley Act ("GLBA") or similar laws and makes no representations that the Service satisfies the requirements of such laws. If You are (or become) a Covered Entity or Business Associate (as defined in HIPAA) or a Financial Institution (as defined in GLBA), You agree not to use the Service for any purpose or in any manner involving Protected Health Information (as defined in HIPAA) or Nonpublic Personal Information (as defined in GLBA). You will not allow any access to or use of the Services by anyone other than Your authorized Users or OEM Users (as applicable), and any such use will be consistent with the terms, conditions and restrictions set forth in this Agreement.

You agree to indemnify and hold Forward Move, its subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim or demand, including reasonable attorney's fees, made by any third party due to or arising out of your use of the Technology in violation of this Agreement, arising from a breach of this Agreement, any breach in your representations or warranties, or if any content you upload to the Services causes Forward Move to be liable to another.

13. Export Control.

You may not use or otherwise export or re-export the Technology except as authorized by United States law and the laws of the jurisdiction in which the Technology was obtained. In particular,

but without limitation, you may not export or re-export the Technology: (a) into any United States embargoed countries; or (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Department of Commerce Denied Person's List or Entity List. By using the Technology, you represent and warrant that: (i) you will not use these products for any purpose prohibited by United States law, including without limitation, the development, design, manufacture or production of nuclear missiles or chemical or biological weapons; (ii) you are not located in a country that is subject to a United States government embargo or has been designated by the United States government as a "terrorist supporting" country; and (iii) you are not listed on any United States government list of prohibited or restricted parties.

14. Injunctive Relief.

Forward Move has the right to seek injunctive relief to enforce this Agreement or to stop or prevent an infringement of proprietary or other third-party rights.

15. Choice Of Law, Jurisdiction And Venue.

You agree that any disputes between Forward Move and you shall be resolved under the substantive law of the state of Wisconsin (exclusive of its choice of law provisions). You and Forward Move agree to submit all disputes to the exclusive jurisdiction of the state and federal courts located in Green Bay, Wisconsin. You irrevocably submit to the personal jurisdiction and venue of any such court in any such action or proceeding or in any action or proceeding brought in such courts by Forward Move.

16. Section Titles.

The section titles in this Agreement are for convenience only and have no legal or contractual effect.

17. Non-Waiver.

Forward Move's failure to exercise or enforce any right or provision of this Agreement shall not operate as a waiver of such right or provision.

18. Severability.

The parties agree that each provision of this Agreement is intended to be construed to be enforceable to the fullest extent possible. If any provision or part of a provision of this Agreement is held to be unlawful, void, or unenforceable, that provision or part of the provision shall be deemed severable from this Agreement and not affect the validity and enforceability of any remaining provisions.

19. Assignment.

You may not assign your rights under this Agreement to any third party; Forward Move may assign your rights under this Agreement without condition.

20. Product Questions, Comments, Claims And Contact Information.

We are responsible for addressing any questions, comments or claims relating to the Technology, including but not limited to: (a) product liability claims; (b) any claim that the Technology fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation. If you have any comments or questions, please contact Forward Move at:

Forward Move, LLC 321 St. George Street Green Bay, WI 54302
Telephone: 920-461-4188 Email: info@yougetitfirst.com

21. Dispute Resolution.

The parties agree that any disputes or questions arising under this Agreement, including the construction or application of this Agreement, shall first be submitted to mediation. Any mediation settlement by the parties shall be put in writing, signed by both parties, and added to this Agreement as an attachment, amendment, or modification hereof. If mediation between the parties does not result in a mutual settlement within thirty (30) days after submission to mediation, then each party shall have the right to seek enforcement of the obligations of this Agreement through circuit court action or, if the parties mutually agree in writing, through binding arbitration pursuant to the provisions of Chapter 788 of the Wisconsin Statutes. In the event the parties mutually agree in writing to submit to binding arbitration, the parties shall mutually select a single independent arbitrator within ten (10) days of their agreement to arbitrate. If the parties cannot agree on an arbitrator, the arbitrator shall be chosen by a Circuit Court judge from Brown County, Wisconsin. Unless the parties otherwise agree, the arbitration shall take place and the arbitrator's decision shall be made not more than sixty (60) days after the date of either party's demand for arbitration. The cost and expense of the arbitrator and location costs shall be borne equally by the parties to the dispute. All other costs and expenses, including reasonable attorney's fees and expert's fees, of all parties incurred in any dispute which is determined and/or settled by arbitration pursuant to this section shall be borne by the party incurring such cost and expense, except that the arbitrator in its discretion shall have the authority to award attorneys fees and costs to the prevailing party. The decision of the arbitrator shall be final and judgment upon the arbitration award may be entered in the circuit court having jurisdiction thereof upon the request of any party. In the event the parties do not mutually agree in writing to submit to binding arbitration and, in the alternative, seek enforcement hereunder through circuit court action, all costs and expenses relating thereto, including reasonable attorney's fees and expert's fees, of either party incurred in litigating any dispute shall be borne by the party incurring such cost and expense.

22. Promotional Consent.

Forward Move may reference You as a user of the Services and use Your name and logo, as applicable, in listings of users of the Services appearing on the Forward Move web site and for other marketing and promotional purposes relating to the Services.

23. Requesting a Refund.

If you paid for the Technology, and if the Technology fails to conform to any applicable warranty (if any), please notify us and we will refund to you the price you paid for the Technology. In addition, if you are not satisfied for any reason (in the first 45 days from the Effective Date) with the Technology provided to you by Forward Move, we will refund your administrative fee and any fees for messages you have sent. There is a catch, we will ask you WHY. And that's it.

24. Privacy Policy.

Forward Move's most current Privacy Policy, available at yougetitfirst.com applies to use of the Technology, and its terms are made a part of this Agreement by this reference.

In respect of Your or the OEM Users' (as applicable) use of the Site and Services and in relation to any personally identifiable and other data and information You or any OEM User (as applicable) provides to Forward Move through the Site and Services, You expressly consent to the use and disclosure of that data and information as described in Forward Move's then-current privacy policy displayed on the Site ("Privacy Policy"). Notwithstanding anything in the Privacy Policy, Forward Move will have the right to collect, extract, compile, synthesize, and analyze non-personally identifiable data or information (data or information that does not identify an entity or natural person as the source thereof) resulting from Your or any OEM User's (as applicable) access to the Site and Your or any OEM User's (as applicable) use and operation of the Services (including, by way of example and not limitation, information relating to volumes, frequencies, recipients, bounce rates, or any other information regarding the email and other communications You and any OEM User (as applicable) generates and sends using the Services). To the extent any such non-personally identifiable data or information is collected or generated by Forward Move, the data and information will be solely owned by Forward Move and may be used by Forward Move for any lawful business purpose without a duty of accounting to You or any OEM User, provided that the data and information is used only in an aggregated form, without directly identifying You, any User, OEM User or customer, or any other entity or natural person as the source thereof. You acknowledge that email is an insecure medium that is generally not encrypted in transit, and security of information transmitted through the Internet can never be guaranteed. Forward Move is not responsible for any interception or interruption of any communications through the Internet or for changes to or loss of Your Content.

25. Additional Terms for OEM Services.

The terms set forth in this Section shall be in addition to, and not in lieu of, the terms set forth elsewhere in this Agreement.

Integration and Use of the Forward Move Interface. Forward Move will provide You with the right to integrate the Service into the OEM Service through one or more interfaces for the Service designated by Forward Move during the term of this Agreement (each, a "Forward Move

Interface”) and to offer the Service to OEM Users as an integrated part of the OEM Service. You will access the Service only through the Forward Move Interfaces designated by Forward Move, for purposes of integrating the Service into the OEM Service.

OEM Account. You will be provided with an administrative account to manage access to and use of the Service (the “OEM Account”). The OEM Account may be accessed and used only by You for purposes of (a) establishing and administering OEM User access to the Services and (b) utilizing the Service to send email messages to OEM Users in connection with Your business. You will be solely responsible for all use of the OEM Account. You will ensure the security and confidentiality of all usernames and passwords associated with the OEM Account and will notify Forward Move immediately if any such information is lost, stolen or otherwise compromised. You will be fully responsible for all liabilities and damages incurred through use of the OEM Account (whether lawful or unlawful). Any transactions completed through any OEM Account will be deemed to have been completed by You. In no event will Forward Move be liable for the foregoing obligations or the failure by You to fulfill such obligations.

Use of the Service by OEM Users. Prior to allowing any OEM User to access or use any OEM Service, including any portion of the Service, You will require that the OEM User become legally bound by this Agreement. You assume all responsibility and liability for the actions of all OEM Users, including all use of or access to the Service by each OEM User or by You on behalf of any OEM User and will be responsible for each OEM User’s compliance or failure to comply with this Agreement. You will promptly notify Forward Move upon becoming aware of any breach of any OEM User.

26. Acceptance.

This Agreement constitutes the entire agreement between you and Forward Move regarding the use of the Technology and supersedes any prior or contemporaneous understandings and agreements between you and Forward Move related to its subject matter.

You hereby represent, warrant, and covenant for the benefit of Forward Move that:

- (a) You have the legal right and authority to enter into this Agreement, and, if You are accepting this Agreement on behalf of a company or other entity, to bind the company or other entity to the terms of this Agreement;
- (b) You have the legal right and authority to perform Your obligations under this Agreement and to grant the rights and licenses described in this Agreement and in any applicable additional agreement You enter into in connection with any of the Services;
- (c) Your Content, and any other data, information or content You or any OEM User (as applicable) provides to Forward Move in connection with this Agreement and Your and each OEM User’s (as applicable) access to the Site and use of the Services, is correct and current.

YOU AGREE THAT YOU HAVE READ THE TERMS AND CONDITIONS SET FORTH HEREIN CAREFULLY. FILLING IN THE SPACE NEXT TO “I ACCEPT THE TERMS IN THE LICENSE AGREEMENT” INDICATES YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE WITH SUCH TERMS AND CONDITIONS, CLICK “CANCEL”.

Terms and Conditions

CONDITIONS OF USE. Your use of the website yougetitfirst.com ("Website") of Forward Move, LLC ("Forward Move, LLC" or "We") is governed by these Terms & Conditions. By using this Website, you agree to these Terms & Conditions. Please read them carefully. Forward Move, LLC may at any time revise these Terms & Conditions by updating this page, and any such revisions shall be effective when posted to the Website. We therefore encourage you to visit this page from time to time to review the current Terms & Conditions.

DISCLAIMER. The materials on this Website are provided "as is," with no warranties, either expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose. We reserve the right to modify the information contained on this Website at any time without notice. Despite the reasonable efforts of Forward Move, LLC, information on this Website may contain inaccuracies or typographical errors.

RESTRICTIONS ON USE. You may use the content of this Website for personal use only (either individually or in your capacity as the representative of a current or prospective customer of Forward Move, LLC).

Except as otherwise permitted by Forward Move, LLC, no materials from this Website may be copied, reproduced, or re-used in any other way.

TRADEMARKS/SERVICE MARKS AND COPYRIGHTS. Images displayed on this Website are the property of, or under license to, Forward Move, LLC. All Website content is protected by copyright. You may not use Website images or reproduce, adapt, or publish any Website content without the written consent of Forward Move, LLC. The Forward Move, LLC name and logos, as well as all other trademarks or service marks of Forward Move, LLC, are registered trademarks or service marks and may be used only with the written permission of Forward Move, LLC.

LIMITATION OF LIABILITY. Under no circumstances shall We be liable for any losses or damages of any kind, whether direct, indirect, incidental, consequential, or punitive, that are alleged to result in any way from the use of any portion or feature of this Website. If the foregoing limitation of liability is not enforceable in whole or in part, then in no event shall Forward Move, LLC's total liability to a Website user for any loss or damage shown to have arisen from the use of this Website exceed the user's internet access fees for the month in which the access leading to the proven loss or damage occurred.

Term and Conditions of Use; Revisions

If you choose to visit our site, your visit and any dispute over privacy is subject to this Privacy Statement and our site's Terms and Conditions of Use, including limitations on damages. We reserve the right to modify this statement at any time without notice other than posting the change(s).



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 11, 2019

DEPARTMENT: City Clerk

FROM: Carey Danen

SUBJECT: Consideration of a request by Definitely De Pere to waive Department of Public Works fees for downtown events including: Farmers Market, Art Walk, Food Truck Rally, Doggie Block Party, and De Pere Holly Day.*

The services provided by the Department of Public Works (DPW) for these events include storing the Definitely De Pere event trailer (containing tables, tents, chairs, etc) at the Municipal Services Center and hauling it to and from each event, along with barricades and garbage carts.

Public Works Director Scott Thoresen has estimated that the cost per event would be \$150 (this includes two hours of staff and equipment time along with garbage/recycle charges). These services would take place during regular DPW business hours. There are 22 event days total, equivalent to approximately \$3,300 in billable services. As a 501(c) organization, Definitely De Pere qualifies for a 50% discount. Therefore the estimate of the total dollar amount to be waived would be \$1,650.

Definitely De Pere would provide the City of De Pere with in-kind sponsorship recognition including logo inclusion on all event related marketing materials.



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 11, 2019

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Consideration and possible action regarding a request for TID funds for a pilot Geofencing Visitor Data and Impact analysis. *

ATTACHMENTS:

- FP Memo 6-11-2019 (PDF)
- Visitor 360 Business and Downtown Development Flier (PDF)
- Visitor 360 Festivals and Events (PDF)

CITY OF DE PERE MEMO



To: De Pere Finance and Personnel Committee
From: Kimberly Flom, Development Services Department
Date: June 11, 2019

RE: **Downtown De Pere Geofencing Data – TID Funding Request***

Geofencing Definition:

The use of GPS or RFID technology to create a virtual geographic boundary, enabling software to trigger a response when a mobile device enters or leaves a particular area.

The Wisconsin Economic Development Corporation recently coordinated a statewide georeferencing beta test for 2020 that is available to Main Street Districts (like Definitely De Pere). The beta test will provide communities with the following data derived from mobile devices in a specific geographic area.

One year of information moving forward and 12 months of look-back data on:

- The number of visitors entering your downtown
- Age, gender and zip code of origin for these visitors
- Average length of visit for these visitors
- Additional reports available at a discounted rate

The data will help downtowns define typical visitor trade area, identify different demographic trends for various events, and examine year over year changes in your visitor population or event attendance. We will also be able to compare different downtowns in the state to find trends, define travel patterns and more.

The attached documents include additional information. This type of data would typically cost tens of thousands of dollars, but is being offered to Wisconsin communities for \$3,000. Definitely De Pere is supportive of the proposal and is seeking funding partners to share the cost. The proposed funding partnership is:

Definitely De Pere: \$1,000 Green Bay Visitor Convention Bureau: \$1,000 City of De Pere: \$1,000

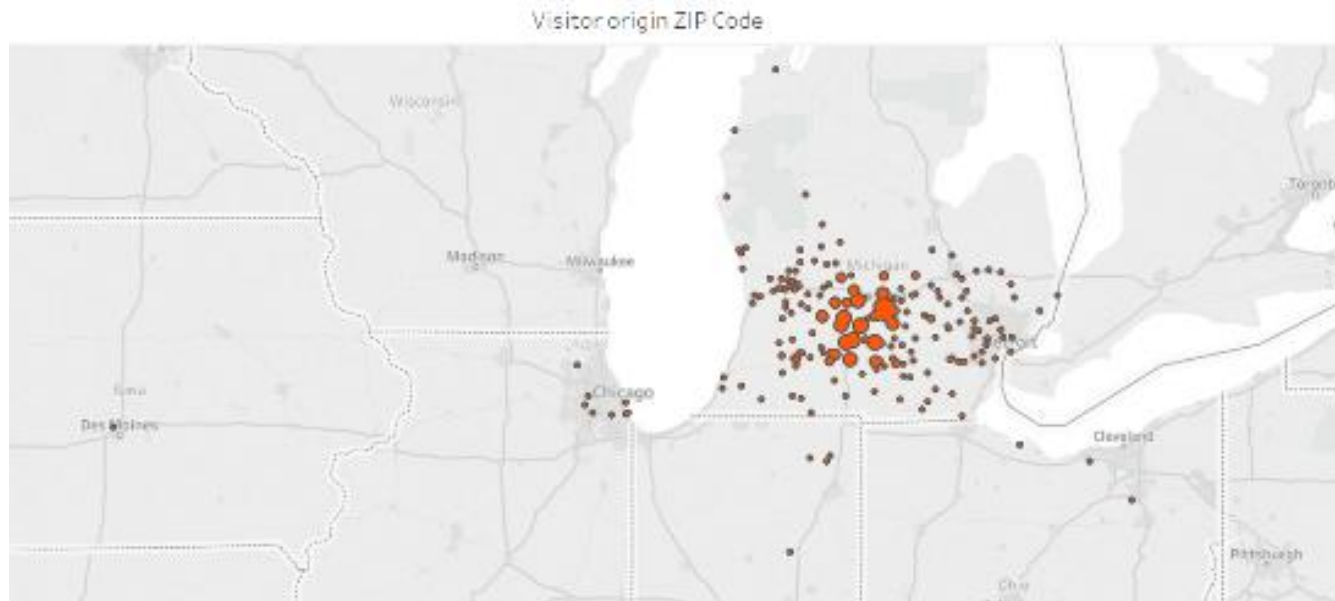
As a funding partner, the City would receive the data, that will be valuable in developing policies and programs to benefit the City. Participating communities will also be able to compare different downtowns in the state to analyze trends and travel patterns.

Funding for this project is proposed to be split between TID #7 and TID #9 (\$500 each for a total of \$1,000). If you have any questions regarding this item, please contact me.

Attachment: FP Memo 6-11-2019 (8300 : Geofencing Data - TID Funding Request *)

Cobalt Visitor 360: Downtown and Business Development

Cobalt
Community
Research



Are your downtown and shopping areas drawing more people than a year ago? Where are your visitors coming from? How can you improve your outreach efforts?

Partner with Cobalt Community Research and equip yourself with the data you need to understand who visited your community last week and last year.

“We talked to people, but we didn’t know statistically who was coming. Now we do, and it’s amazing.”

Measure your impact with geographic mobile data. Using cell tower data, up to 18 months of data can be accessed to benchmark crowd size, crowd demographics, and point of origin. Cobalt offers a unique, non-profit program especially designed for helping communities learn more about the residents and visitors who enter the geographies your community is interested in. Data available include: counts, age, income, gender, Mosaic segment, ZIP Code, and more. The program is designed to be actionable and affordable, and collaborating with other organizations (business groups, Chambers of Commerce, other area schools and municipalities) makes it even more affordable.

Build Trust. Independent data can document long-term trends on the volumes and categories of people visiting the geographic areas you’re interested in. And because the data are scrubbed and aggregated, personal information is protected.

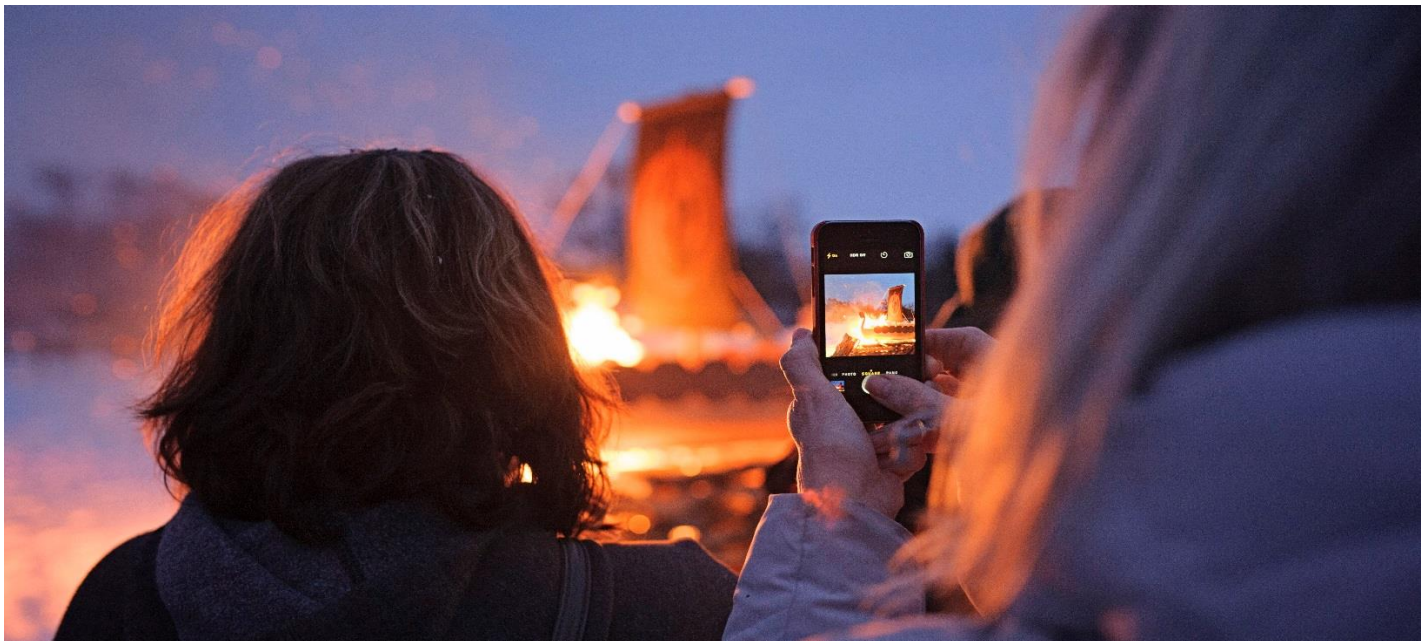
Quality, independent data support your decisions and make it much easier to demonstrate value, earn recognition for your team, and attract resources. And data help you make better decisions on how to focus resources effectively.

To get started or for more information, contact Cobalt at 877.888.0209 or information@cobaltcommunityresearch.org.

Cobalt is a national 501c3 nonprofit that offers local governments, schools and membership organizations high-quality surveys, dynamic population segmentation, focus groups and work groups that use instant audience feedback technology. Cobalt combines big data with local insights to help our clients with community engagement. 10.2.2018

Cobalt Visitor 360: Events and Festivals

Cobalt
Community
Research



Do you have enough data to determine if your festival or event was a success? Partner with Cobalt Community Research and equip yourself with the data you need to look back at your last big event and plan your next one.

Quality, independent data support your decisions and make it much easier to demonstrate value, earn recognition for your team, and attract resources.

Measure your event's impact with geographic mobile data. Cobalt Community Research offers a unique, non-profit program especially designed for helping communities learn more about their event and festival attendees. Data available include: counts, age, income, gender, ZIP Code, Mosaic segment, and more. The program is designed to be actionable and affordable, and collaborating with other organizations in your area makes it even more affordable.

Review historical data on past events. Using cell tower data, up to 18 months of data can be accessed to benchmark crowd size, crowd demographics, and point of origin.

Add-on an economic significance report. Leveraging IMPLAN economic modeling, show the local and regional economic impact of your event or festival.

So before you start planning your next event, measure the impact of the last event.

*"You put in the work, and
you hope people come. This
helps prove the work is
worth it."*

To get started or for more information, contact Cobalt at 877.888.0209 or information@cobaltcommunityresearch.org.

Cobalt is a national 501c3 nonprofit that offers local governments, schools and membership organizations high-quality surveys, dynamic population segmentation, focus groups and work groups that use instant audience feedback technology. Cobalt combines big data with local insights to help our clients with community engagement. 10.2.2018



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 11, 2019

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Consideration and possible action regarding an option request for Parcel ED-2077-1 (Enterprise Drive - East Industrial Park). *

ATTACHMENTS:

- Voss Option FP Memo 6-11-2019 (PDF)

CITY OF DE PERE MEMO



To: De Pere Finance and Personnel Committee
 From: Kimberly Flom, Development Services Director
 Date: June 11, 2019

RE: **Request for option on parcel ED-2077-1 (Enterprise Drive, East Industrial Park)***

PROJECT SUMMARY

Kurt Voss, CEO of AmeriLux International, requests an option to purchase for Parcel ED-2077-1, located on the east side Enterprise Drive, just south of O'Keefe. Until February of last year, the property had been under option by Karman Development. Karman Development group maintained an option on the property from 2009 to 2018 in anticipation of future growth for Wild Blue Technologies. However, instead of expanding to the west, the company purchased a building to the east. Their option expired in February of 2018, and they have confirmed that they have no interest in developing the property. Kurt Voss is interested in acquiring the parcel for possible expansion related to AmeriLux International, which is located about one block north of the subject property.



Attachment: Voss Option FP Memo 6-11-2019 (8301 : Option for Parcel ED-2077-1 located on Enterprise Drive *)

PROPOSED TERMS

The following terms are proposed for the option agreement:

- Option Purpose: Possible warehouse or other expansion related to AmeriLux International
- Annual Payment - \$865 (\$500/year/acre)
- Term Limit – 3 years
- No Earnest Money
- Property List Price: \$25,000/acre (\$43,250 total)
- Provision that under exercise of option, land price may be discounted after an analysis of proposed development. If this occurs, new agreement required.
- Provision that the ESA and Survey on file have been provided, but all other due diligence to be conducted by option holder.
- Other provisions typical to City of De Pere option agreements.

If the Finance/Personnel Committee recommends approval of the terms, the Legal Department will draft a more formal option agreement that will be presented to the Common Council for review at a future meeting.

If you have any questions regarding this item, please feel free to contact me.



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 11, 2019

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Consideration and possible action regarding the TID #9 Facade Grant program budget. *

ATTACHMENTS:

- Facade Grant Amendment FP 6-11-19 (PDF)

CITY OF DE PERE MEMO



To: De Pere Finance and Personnel Committee
 From: Kimberly Flom, Development Services Director
 Date: June 11, 2019

RE: **Budget Amendment (\$30,000 to \$60,000) for the TID #9 Façade Grant Program ***

The Council approved \$60,000 for the 2019 Façade Grant Program (\$30,000 for TID #7 and \$30,000 for TID #9). During budget review, discussion occurred related to increasing the amount due to the recent changes in the program. The Council agreed to keep the budget amount at \$30,000, but encouraged staff to propose a budget amendment if proposed projects exceed the budgeted amount.

The Council approved an \$11,000 Façade Grant for 'The Connective' building located at 320 Main Avenue in early 2019. Staff is currently working with the owner of Baba Louie's, located at 421 Main Avenue in the preparation of a 2019 application. Based on the conceptual design, the project would qualify for a \$30,000 award. The applicant is interested in submitting an application for the June or July RDA review in order to complete the improvements in 2019, rather than waiting until 2020.

There have also been some very preliminary conversations with other property owners in TID #9 regarding potential Façade Grant eligible projects.

Based on this recent activity, and to support the further improvement of Downtown De Pere, staff requests a budget amendment for the TID #9 Façade Grant Program to increase funds by \$30,000 for a total 2019 program budget of \$60,000. If the Council awards \$30,000 for the future 320 Main Avenue application, \$19,000 would remain for 2019 in the program budget.

Approval of a budget amendment resolution requires an affirmative vote by $\frac{3}{4}$ of the membership of the council (6 yes votes of the 8). Projects utilizing TID dollars are only bonded/funded when the projects occur. If you have any questions regarding this item, please contact me.

Attachment: Façade Grant Amendment FP 6-11-19 (8354 : TID #9 Façade Grant Program Funding Increase *)



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 11, 2019

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Discussion of OpenGov software rollout to staff and the public.

ATTACHMENTS:

- OpenGov Rollout FinanceInformation Item (PDF)
- OpenGov - Report Guides_ (PDF)

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: June 5, 2019
Subject: OpenGov Update and Rollout Information and Discussion

The OpenGov software has been loaded and available to department heads since March and we are in the final process of completing the financial integration piece for the week of June 10th. The integration piece will create daily automatic updates of City general ledger information to the OpenGov software allowing users to view real time reports as they wish. Our next step will be to make OpenGov available to remaining City employees for 2-4 weeks to familiarize themselves with the software and report capabilities. We will follow that with a public launch of OpenGov to the public in July by providing access to the software through the revised City website.

I have attached an example of an OpenGov Report Guide which will be available on the website. An OpenGov tutorial will also be available to assist and educate users in using OpenGov. These tools will assist the public in using OpenGov and ultimately achieve our goal of providing transparency of our non-confidential financial information moving forward.

Feel free to contact me should you have any questions on this prior to the Finance meeting on June 11th and I will also be at the meeting to answer any questions you may have.

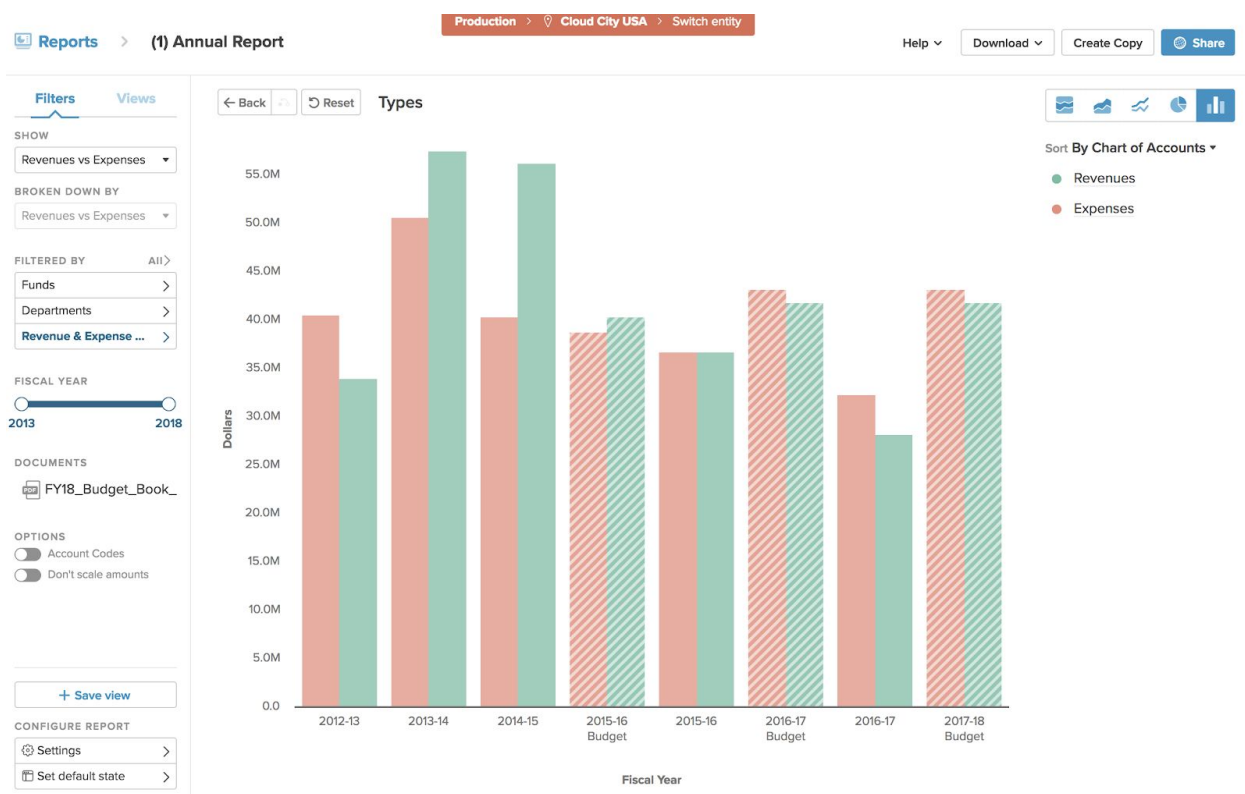


OpenGov: Navigating your Reports

There are four types of financial reports in OpenGov. Additional department statistical information will be added as it is available. The four report types are in the upper left corner under the City logo.

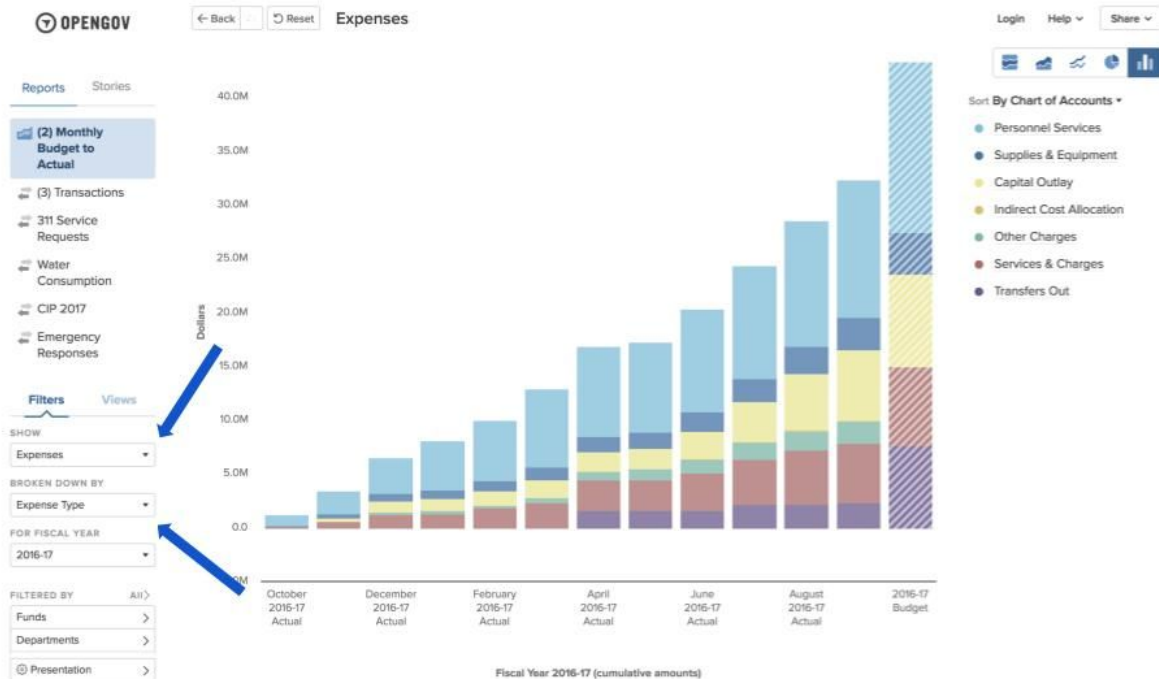
1. Annual Financial Report

This report shows historical totals by fiscal year from 2012 - the most current month closed. Each bar on the graph represents a different year of data. The bars that have a solid gradient represent actual data whereas the shaded bars represent budget data. Use the fiscal year bar slider to show additional years of data.





OpenGov: Navigating your Reports



Every OpenGov report has a **Filter Panel** that allows you to compare expenses and revenues. Also, you can use the filter panel to view expenses or revenues across different departments or by specific account types.

Use the “Show” and “Broken Down By” filters to view the financial data in different ways. You can click into the graph or use the legend on the right to isolate a specific department or account type. There are also several pre-selected views in each report type.

Every OpenGov report also has a Summary Table of data.

This summary table sits below the graph and contains the raw data that is driving the numbers seen in the graph. You can expand the different sections of the table to see exact totals.

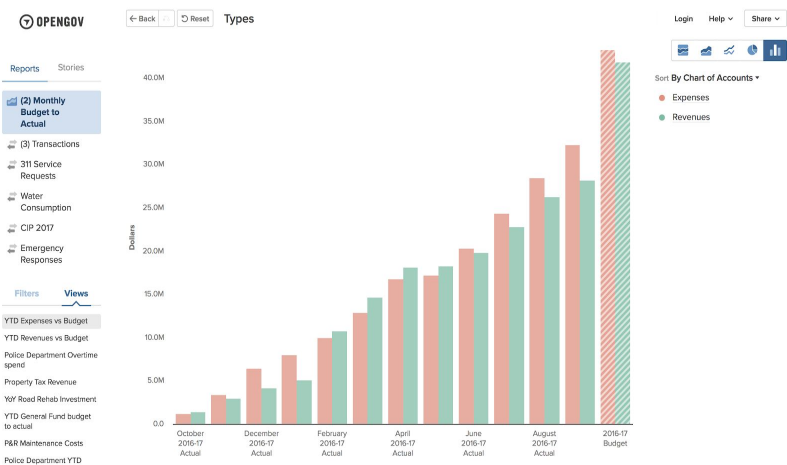
Collapse All	2016 Actual	2016 Actual	2016 Budget v3	2016 Budgetv4	2016 Budget v7	2016 Budget Intro
Personnel	\$ 17,835,672	\$ 19,088,978	\$ 22,126,100	\$ 22,133,548	\$ 21,419,110	\$ 21,419,110
Salary	12,434,230	13,259,934	14,329,328	14,332,620	13,852,945	13,852,945
Health & Dental	1,948,718	2,163,170	3,784,815	3,784,815	3,592,830	3,592,830
PEPF	1,905,371	2,010,539	2,087,282	2,086,508	2,081,935	2,081,935
FICA & Medicare	907,309	969,673	1,076,740	1,078,770	1,059,735	1,059,735
401a Match	351,510	387,456	485,660	485,660	474,770	474,770
Workers' Comp	288,532	299,206	365,275	365,275	356,895	356,895
Services	11,529,736	16,332,133	16,115,709	16,034,729	14,945,041	14,945,041
Capital	20,896,438	28,072,974	8,414,770	8,247,770	9,847,770	9,847,770
Debt	3,855,971	24,029,774	6,080,479	6,080,479	6,361,313	6,580,479
Transfer	10,954,032	20,550,523	0	0	0	0
Operating	871,127	1,045,311	1,566,130	1,499,830	1,453,690	1,453,690



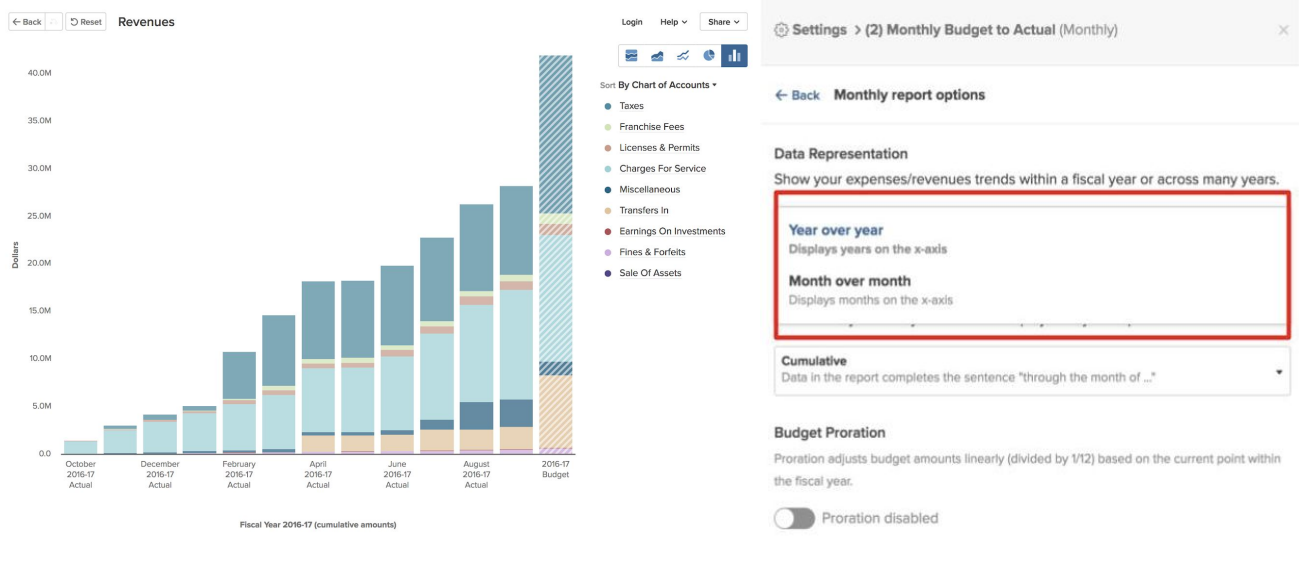
OpenGov: Navigating your Reports

2. Monthly Revenue & Expenses

This report shows actual data broken down by month. Also included in this report is the annual budget information. In a monthly report, you have the option to show data in both cumulative and incremental amounts. Additionally, you can view the data month-over-month or year-over-year. Along the x-axis will be a description of how the data is being shown (cumulative vs. incremental)



To switch between viewing the data as month over month vs. year over year, click into **Settings** then navigate to **Monthly Report Options**. From here, you can also view the data in cumulative amounts or incremental amounts.

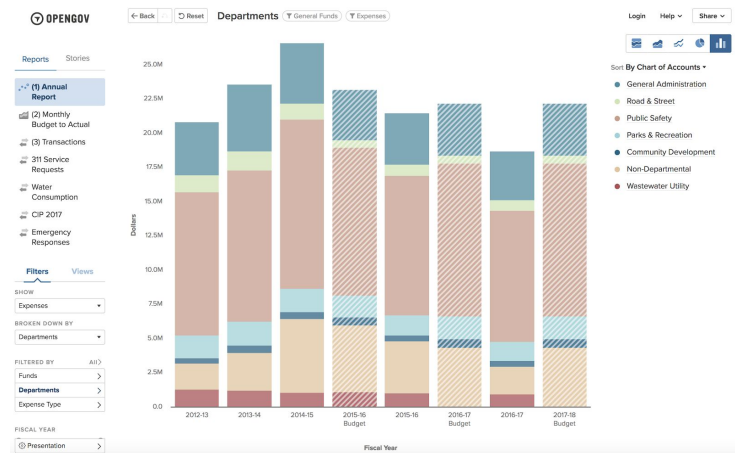




OpenGov: Navigating your Reports

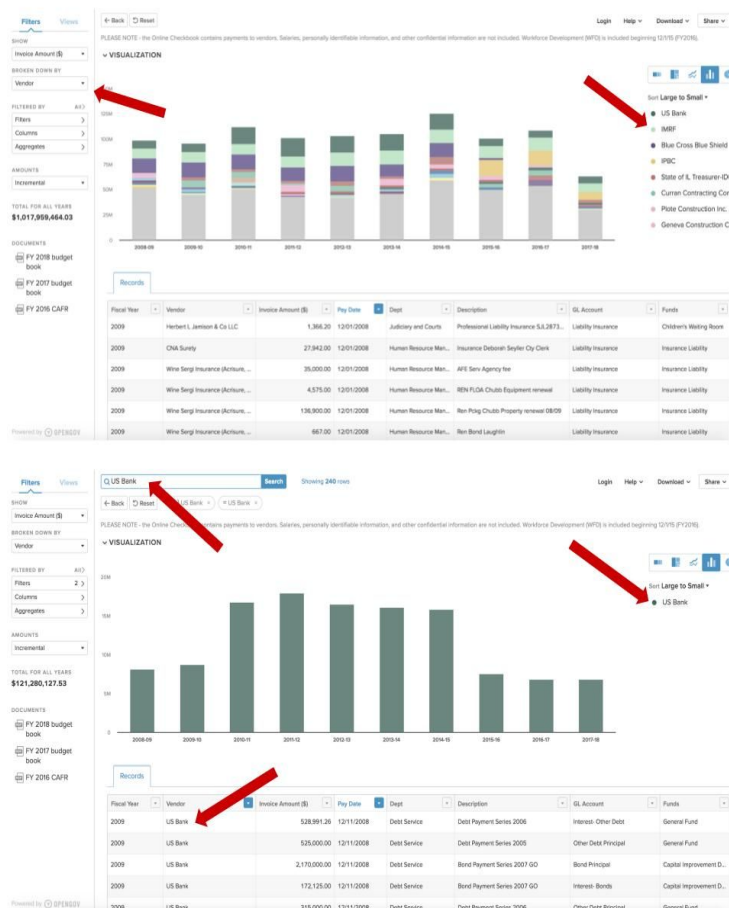
3. General Fund Expenses by Function

This report shows General Fund spending by top government functions. Displayed on this report is annual actual data from FY12-13. The report is setup to only display expense data for the General Fund. You can use the graph, legend or filter panel to drill into the department information further.



4. Transactions

This report shows the transactions from fiscal year year 2011/2012 through the most recent month of the current fiscal year. Use the filter and aggregate menu or the Google-style search bar to filter the data by a specific date or vendor. Search for keywords by simply clicking on the term - one of the most popular ways to explore the data. To see data broken down by month, click into the fiscal year on the x-axis.



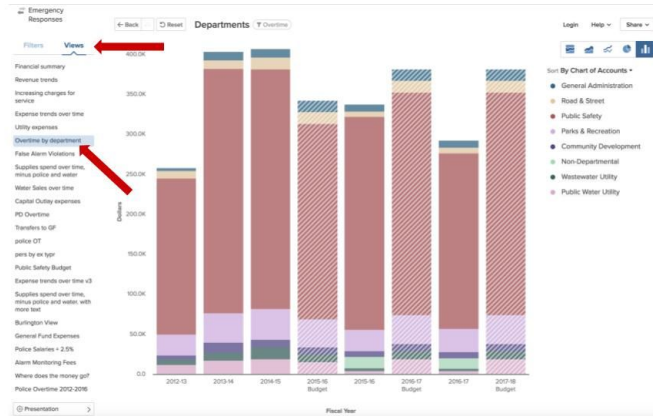
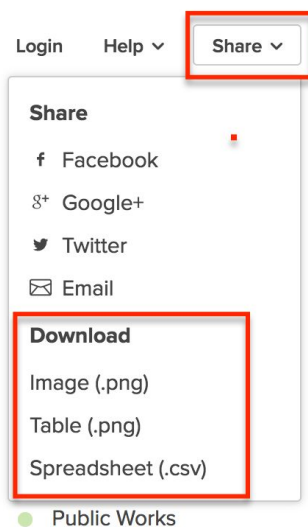


OpenGov: Navigating your Reports

OpenGov Tips:

Saved Views

Saved views are built into reports to allow you to easily navigate the data in a report. Saved views are available on all reports and are located next to the filter panel.

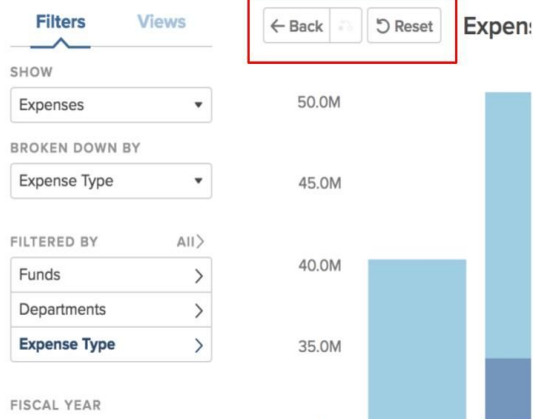
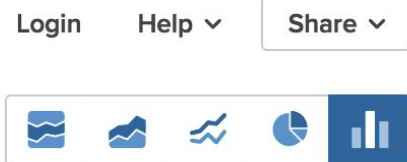


Download the Data!

You can download the graph or the table of data by navigating to the **Share** button in the top right-hand corner of any report. You can also share the link to a report here.

Switch Graph Types

You can switch between a bar graph, pie graph, line graph, stacked graph or percentage graph depending on your preference. The different graph type options are located in the top right of a report.



Back/Reset Button

The **Back** button allows you to return to the previous state of the report. You can continue to hit **Back** until you return to the default state of the report. The **Reset** button will return the report to the original, default state.



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 11, 2019

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: City of De Pere investments and cash detail for April 30, 2019.

ATTACHMENTS:

- April 2019 Cash and Investments (PDF)
- Copy of April 2019 Cash and Investments Report (PDF)

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: June 5, 2019
Subject: Cash and Investments Report for April 30, 2019

I have attached a summary of the City's Cash and Investments for your information and review. The City has three main checking accounts. The City checking account is the sweep bank account for all funds of the City. We also have separate checking accounts for the health and dental funds to pay premiums and claims for those funds. Additionally, the City is required by the State of Wisconsin to maintain a separate account for the Revolving Loan Activity and there is also a separate Water Bond Redemption account per that fund's bonding requirements.

The City also maintains four investment accounts which include the State of Wisconsin Local Government Investment Pool (LGIP) and the Associated Bank Money Market account which are very liquid and can be accessible daily to finance the City's disbursement activity throughout the year. The two other investments are managed by advisors with Associated Trust and Charles Schwab and are used for longer term investing. The activity in the two accounts includes interest and market appreciation on City Investment Policy approved financial instruments such as US Treasury notes etc.

I will be providing this report to you going forward so you can review the month end balances in these accounts. Feel free to contact me should you have any questions on this.

Attachment: April 2019 Cash and Investments (8378 : City of De Pere investments and cash detail at April 30, 2019.)

DE PERE CASH AND INVESTMENTS SUMMARY

APRIL 30, 2019

CASH ACCOUNTS

CHECKING ACCOUNTS	BALANCE
CITY CHECKING	\$ 1,016,068.70
HEALTH CHECKING	\$ 1,130,092.06
DENTAL CHECKING	\$ 29,472.36
SUBTOTAL	\$ 2,175,633.12
RESTRICTED	BALANCE
REVOLVING LOAN	\$ 812,241.13
WATER BOND MM	\$ 211,593.51
SUBTOTAL	\$ 1,023,834.64
TOTAL CASH	\$ 3,199,467.76

INVESTMENTS

	BALANCE	YTD INTERST AND APPRECIATION	RATE OF RETURN
LGIP	\$ 10,670,625.37	\$ 107,746.49	2.47%
ASSOCIATED BANK TRUST	\$ 4,886,737.64	\$ 40,268.60	2.49%
CHARLES SCHWAB INVESTMENTS	\$ 6,076,140.99	\$ 115,140.71	5.79%
MONEY MARKET	\$ 2,045,541.00	\$ 13,995.12	2.07%
TOTAL INVESTMENTS	\$ 23,679,045.00	\$ 277,150.92	
TOTAL CASH AND INVESTMENTS	\$ 26,878,512.76		

NOTE: The City budgeted \$262,000 for general fund revenues in the 2019 Adopted Budget

Attachment: Copy of April 2019 Cash and Investments Report (8378 : City of De Pere investments and cash detail at April 30, 2019.)



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: June 11, 2019

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Approval of preliminary 2019 borrowing.*

ATTACHMENTS:

- 2019BorrowingMemo (PDF)
- Copy of 2019 Preliminary Borrowing Worksheet (PDF)

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: June 5, 2019
Subject: Approval of Preliminary 2019 Borrowing

I have attached the project list in regard to the development of an initial resolution to authorize the 2019 borrowing. The projected borrowing is in the form of ten year general obligation notes or fifteen year bonds which include \$2,884,437 of non-TID equipment and projects and \$4,028,665 for various TID items listed on the worksheet. The 2019 adopted budget column amounts have been confirmed/adjusted/deleted by each department (proposed borrowing shaded column) based upon updated needs at this time and may be further modified in the next month. The proposed borrowing shaded column is broken down further in the attachment to signify non-TIF and TIF borrowing activity. The last column indicates projects that wouldn't qualify for borrowing where we will use TIF cash to finance the items. Amounts of \$0 in the proposed borrowing column indicate that the proposed project is no longer being considered for borrowing in 2019. The City's borrowing consulting firm of RW Baird will review the list and provide their recommendations regarding note or bond sizing and repayment terms.

Pending Finance Committee approval, the initial resolutions for these projects will go to the City Council for projected approval at the second July Council meeting with the Council approving the most favorable bond bid at the second August Council meeting. Proceeds would then be projected to be available to the City by late September 2019. I will firm these dates up with Justin Fischer of RW Baird pending your review and approval. Should you have any questions on this feel free to contact me or I will be present at the Finance Committee meeting on June 11th.

Attachment: 2019BorrowingMemo (8376 : Approval of preliminary 2019 borrowing.*)

City of De Pere, Wisconsin	Adopted Budget	10 Year Note or 15 year Bond		
Projects	Cost	10 Year Note	ST Note	Bonds - TIF
City Hall - Generator Replacement	\$320,000		320,000	
City Hall - Front Ramp Replacement	65,000	67,000		
Total General Government	385,000	67,000	320,000	
Public Safety				
Police - Squad Lease Continuation (4)	72,200		72,200	
Police - Squad Replacement (4)	66,000		66,000	
Fire - Replace Station #1 Boilers (2)	137,000	137,000		
Fire - Replace Administrative Vehicle	42,000		42,000	
Total Public Safety	317,200	137,000	180,200	
Public Works				
MSC - Repair Roof	82,500	12,700	69,800	
Snow & Ice Control - Dump Truck #74 Replacement	200,000	185,000		
Snow & Ice Control - Dump Truck #77 Replacement	200,000	185,000		
Street Lighting - Decorative & Regular Street Lighting Replacement TIF #9	25,000			25,0
Traffic Lights - Traffic Signal Study #9	20,000			
Traffic Lights - Main & 8th Traffic Signal Replacement	360,000	0		
Traffic Lights - Broadway/George and Broadway/James Pedestrian Signal Install.	50,000	50,000		
Garbage & Refuse Collection - Garbage Truck #85 Replacement	280,000	301,785		
Weed Control - Holder #101 Replacement	52,500	52,500		
Planning - TID 6 O'Keefe Property Environmental	7,000			
Planning - TID 7 Development Rebate	200,000			
Planning - TID 7 Downtown Parking Education	10,000			
Planning - TID 7 Downtown Pots - Landscaping	3,000			
Planning - TID 7 Economic Development Intern	2,000			
Planning - TID 7 Façade Grant Program	30,000			30,0
Planning - TID 7 Fox River Trail Nodes and Streetscape	200,000			
Planning - TID 7 Front St Parking Lot Extension	300,000			
Planning - TID 7 George Street Plaza Design	75,000			
Planning - TID 7 George Street Streetscape Conceptual Design	50,000			
Planning - TID 7 James Street Streetscape	500,000			
Planning - TID 7 Lee Square Dumpster Enclosures	70,000			
Planning - TID 7 Marquette Square Dumpster Enclosures	60,000			70,0
Planning - TID 7 Wayfinding Master Plan and Preliminary Signage Design	25,000			
Planning - TID 7 Wells Park Plaza Design	75,000			
Planning - TID 8 Development Rebate	300,000			
Planning - TID 8 Economic Development Intern	2,000			
Planning - TID 9 Development Rebate	100,000			
Planning - TID 9 Downtown Parking Education	10,000			
Planning - TID 9 Downtown Pots - Landscaping	3,000			
Planning - TID 9 Downtown West Visioning Plan	25,000			
Planning - TID 9 Economic Development Intern	2,000			
Planning - TID 9 Façade Grant Program	30,000			60,0
Planning - TID 9 Main Avenue Bump Outs	180,000			75,0

Attachment: Copy of 2019 Preliminary Borrowing Worksheet (8376 : Approval of preliminary 2019 borrowing.*)

City of De Pere, Wisconsin	Adopted Budget	10 Year Note or 15 year Bond		
Projects	Cost	10 Year Note	ST Note	Bonds - TIF
Planning - TID 9 Nicolet Square Master Plan Implement Pedestrian Realm	15,000			50,0
Planning - TID 9 Wayfinding Master Plan and Preliminary Signage Design	25,000			
Planning - TID 10 Development Rebate	300,000			
Planning - TID 10 Economic Development Intern	2,000			
Planning - TID 10 Enterprise Drive Reconstruction	1,630,000			1,688,6
Planning - TID 11 Development Rebate	300,000			
Planning - TID 11 Economic Development Intern	2,000			
Planning - TID 11 Future Infrastructure - American Blvd Extension	375,000			
Planning - TID 11 West Industrial Park Railroad Spur Inspection & Maintenance	16,350			
Planning - TID 11 West Industrial Park Regional Pond Design & Construction	650,000			650,0
Planning - TID 11 West Industrial Park Honeysuckle Pond Outfall Upgrade	270,000			250,0
Planning - TID 12 Development Rebate	300,000			
Planning - TID 12 Economic Development Intern	2,000			
Planning - TID 12 Future Infrastructure - American Blvd Extension	375,000			
Planning - TID 12 West Industrial Park Railroad Spur Inspection & Maintenance	16,350			
Planning - TID 12 West Industrial Park Honeysuckle Pond Outfall Upgrade	270,000			250,0
Planning - TID 13 Developer Grant or Future Infrastructure	100,000			
Planning - TID 14 TID Creation Consulting Fees	8,000			
Planning - TID 14 Development Rebate	1,500,000			820,0
Total Public Works	9,685,700	786,985	69,800	3,968,6
Parks & Recreation				
Parks & Public Lands - Patriot Park Playground Replacement	115,000	0		
Parks & Public Lands -Optimist Park Basketball Court Replacement & Parking Lot	125,000	125,000		
Boat Ramps - Bomier Boat Launch Renovation	144,628	144,628		
Parks Equip/Veh Maintenance - Aerial Lift Truck #12 Replacement	225,000	225,000		
Parks Equip/Veh Maintenance - Chipper Replacement	60,000	60,000		
Total Parks & Recreation	669,628	554,628	0	
Street Management				
Crackfilling/Patching	243,724	243,724		
Sidewalks	84,500	90,000		
Ryan Road Reconstruction	450,000	500,000		
College Avenue Reconstruction	165,000	0		
James Street Reconstruction	100,000	0		
Lawrence Drive Sidewalk	229,500	363,500		
Lawrence Drive Development (Kaster)	10,000	119,100		80,0
Waterview Heights	22,500	22,500		
Total Street Management	1,305,224	1,338,824	0	80,0
TOTALS - CAPITAL PROJECTS BORROWING	\$ 12,362,752	\$ 2,884,437	\$ 570,000	\$ 4,048,66

Attachment: Copy of 2019 Preliminary Borrowing Worksheet (8376 : Approval of preliminary 2019 borrowing.*)