NOTICE OF PUBLIC MEETING

Pursuant to Wisconsin Statutes Section 19.84, notice is hereby given to the public that a regular meeting of the **FINANCE/PERSONNEL COMMITTEE** will be held **May 14, 2013 AT 7:30 P.M.** in the **CITY HALL COUNCIL CHAMBERS, SECOND FLOOR OF DE PERE CITY HALL, 335 SOUTH BROADWAY STREET, DE PERE, WISCONSIN.**

This meeting is rebroadcast on Time Warner Cable Channel 4 and Channel 99 U-verse throughout the week.

***Agenda item requires City Council action.**

AGENDA FOR SAID MEETING

1. Roll call.
2. Election of Vice-Chair (per 6-4(c) De Pere Municipal Code.
3. Approval of the minutes of the April 9, 2013 regular meeting of the Finance/Personnel Committee.
4. Overtime report of the Fire Department for the month of April 2013.
5. Overtime report of the Police Department for the month of April 2013.
6. Overtime report of the Engineering Department for the month of April 2013.
7. Consider $1,500 donation to the Police Department from Christian Outreach for camera equipment. *
8. Consider out of state travel request for Chief of Police to attend a national training conference in Philadelphia, PA.
9. Consideration of Service Agreement with AT&T. *
10. Consideration of Government Access Station Policy & Procedure. *
11. Consideration of Government outreach software service. *
12. Discussion on City Revolving Loan Fund Program and proposed consolidation. *
13. Consideration of 2013-2014 insurance liability policy renewals. *
14. Consideration of approval process for job vacancies.
15. 2012 Budget items carried forward to 2013. *
16. Discussion regarding proposed 2013 borrowing. *
17. Public comment and announcements.

18. Future agenda items.

19. Consideration of claim filed by Jeff and Hanna Zepnick d/b/a Hanna's Nails and Spa.

PLEASE TAKE NOTICE, that pursuant to Section 19.85(1)(g), Wis. Stats., the Council may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

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

20. Consideration of settlement of Visa/MasterCard Class Action Lawsuit.

PLEASE TAKE NOTICE, that pursuant to Section 19.85(1)(g), Wis. Stats., the Council may convene in closed session for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

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

21. Consideration of contract extension with Robert Gerber's for commercial electrical inspections.

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

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

22. Adjournment.

Lawrence Delo
City Administrator

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

Any person wishing to attend who, because of disability, requires special accommodation should contact the City Administrator's Office at 339-4044 by 4:30 p.m., May 13, 2013 so that arrangements can be made.

Agenda Sent To:

Alderpersons	De Pere Journal	Green Bay Press-Gazette
Mayor	TV & Radio	City Administrator
De Pere Chamber of Commerce	Department Heads	Brown County Library, De Pere Branch
Robert Gerber	Jeff & Hanna Zepnick	

DRAFT

FINANCE/PERSONNEL COMMITTEE
CITY OF DE PERE, WISCONSIN – April 9, 2013

The Finance/Personnel Committee of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall, on Tuesday, April 9, 2013.

Mayor Michael Walsh called the meeting to order at 7:30 p.m. Roll call was taken and the following members were present: Alderpersons Kathleen Van Vonderen, Michael Donovan, Daniel Robinson and Larry Lueck. Also present: City Administrator Lawrence Delo, City Attorney Judith Schmidt-Lehman, Human Resources Director Shannon Metzler, Interim Fire Chief Jeff Roemer, Police Chief Derek Beiderwieden, Public Works Director Scott Thoresen, Planning and Economic Development Director Ken Pabich, Finance Director Joe Zegers and Assistant Fire Chief Jim Stupka.

Alderperson Donovan moved, seconded by Alderperson Lueck, to approve the minutes of the March 12, 2013 regular meeting. Upon vote, the minutes were approved unanimously.

3. Overtime report of the Fire Department for the month of March 2013. Assistant Fire Chief Stupka noted that staffing replacement will increase substantially next month due to retirement and medical leave in the department. A correction was noted to the De Pere Fire Rescue Monthly Report; Actual Fire Incidents should be 2 for Town of Ledgeview and 0 for Mutual Aid. Upon discussion, Mayor Walsh moved, seconded by Alderperson Donovan to approve the overtime report. Upon vote, motion was approved unanimously.

4. Overtime report of the Police Department for the month of March 2013. Mayor Walsh moved, seconded by Alderperson Robinson, to approve the overtime report. Chief Beiderwieden noted a date change to the 'Expenditures through 3/1/2013' line; the date should be 4/1/2013. Administrator Delo requested the report be corrected to reflect 2013 expenses and reimbursements only. Upon discussion and vote, motion was approved unanimously.

5. Overtime report of the Engineering Department for the month of March 2013. Alderperson Lueck moved, seconded by Alderperson Donovan, to approve the overtime report. Upon vote, motion was approved unanimously.

6. Review Offer to Purchase for Parcel WD-74 and part of WD-D0230. Planning and Economic Development Director Pabich provided overview of the offer. Mayor Walsh moved, seconded by Alderperson Robinson to accept the offer and authorize staff to prepare the appropriate documents. Upon vote, motion was approved unanimously.

7. Consider out of state travel request for Public Works Director to attend a conference in Chicago, Illinois. Alderperson Donovan moved, seconded by Alderperson Lueck to approve the out of state travel request. Upon vote, motion was approved unanimously.

8. Consider request for assistance for Amal delegation. Alderperson Van Vonderen moved, seconded by Mayor Walsh to approve the assistance request. Discussion followed. Upon discussion and vote, motion was approved unanimously.

9. Adoption of the latest version of the Emergency Operations Plan (EOP). Assistant Fire Chief Stupka provided an overview of changes made to the EOP and responded to committee member

questions. Upon discussion, Mayor Walsh moved, seconded by Alderperson Donovan to forward the revised EOP to the Common Council for approval. Upon vote, motion was approved unanimously.

10. Consideration of 2013/2014 Dental Insurance Funding Recommendation. Alderperson Robinson moved, seconded by Alderperson Lueck to approve the funding recommendation. Upon vote, motion was approved unanimously.

11. Public Comment or other Announcements. City Administrator Delo recommended taking the opportunity to visit the Riverwalk to see the walleye that are in.

12. Future Agenda Items. None.

13 & 14. Mayor Walsh moved, seconded by Alderperson Donovan to convene into closed session at 7:55 p.m. pursuant to Wis. Stats. §§19.85(1)(e) and 19.85(1)(g), to discuss hiring a consulting firm to conduct a classification and compensation study, and the consideration of the Mutual Release Naming Rights Agreement. Upon roll call vote, motion carried unanimously.

Mayor Walsh moved, seconded by Alderperson Van Vonderen to reconvene in open session at 8:22 p.m. pursuant to Wis. Stats. §§19.83 and 19.85(2). Upon roll call vote, motion carried unanimously.

Mayor Walsh moved, seconded by Alderperson Donovan to approve hiring the consulting firm and executing the Mutual Release of Naming Rights Agreement. Upon vote, motion was approved unanimously.

Upon motion by Mayor Walsh, seconded by Alderperson Robinson, the Finance/Personnel Committee unanimously adjourned at 8:23 p.m.

Respectfully submitted,

Jennifer Dupont
Recording Secretary

DE PERE FIRE RESCUE
OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2012

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
STANDBYS	75.25	84	57.75	66	99.5	27	20	45	76.5	54	15	57.25	677.25
EMS TRAINING	52.5	96	69	92.75	28	2.5	16.5	21.5	75.75	59.5	77.75	66.75	658.5
FIRE TRAINING	3	16	67.5	55	55.75	0	10.75	13	51.5	26.25	29.25	3	331
RESCUE CALLS	24.75	18.5	3.5	9	15.75	7	25.75	5.5	17.25	18	0	11	156
FIRE CALLS	32	24	0	11.25	3	14.25	27.75	25.25	3	34.75	0	0	175.25
OFFICER MTGS.	3	16	11.5	14	9	4	0	4.5	16	9.5	9.75	13.5	110.75
STAFFING REP.	75.75	3.75	50.25	4.5	42.75	0	108	132	90	265.5	112.5	115	1000
MAINTENANCE	11.5	27	8	0	38.25	5.25	0	0	15	0	0	0	105
PUB. ED.	0	0	2.5	13.5	0	0	0	0	6.75	45.25	0	0	68
# FIRE RUNS	20	21	24	35	28	29	43	29	29	42	27	25	352
# of EMS RUNS	147	130	127	152	161	127	143	143	159	169	116	163	1737
TOTAL HRS.	277.75	285.25	270	266	292	60	208.75	246.75	351.75	512.75	244.25	266.5	3281.75

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2013

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
STANDBYS	54	55.25	27	33									169.25
EMS TRAINING	292.25	81	93	69.75									536
FIRE TRAINING	20.5	42.25	78	20.25									161
RESCUE CALLS	7.5	7	5	9.5									29
FIRE CALLS	2.25	3.75	9.75	1									16.75
OFFICER MTGS.	9	9	9	21									48
STAFFING REP.	0	40.5	57	566.75									664.25
MAINTENANCE	0	0	0	0									0
PUB. ED.	0	0	0	0									0
# FIRE RUNS	28	31	18	13									90
# of EMS RUNS	146	153	160	132									591
TOTAL HRS.	385.5	238.75	278.75	721.25	0	0	0	0	0	0	0	0	1624.25

DE PERE FIRE RESCUE
STANDBY OVERTIME BREAKDOWN BY AREA
FOR THE YEAR OF 2013

AREA	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
LEDGEVIEW	6.4	7.4	3.4	6.6									23.8
LAWRENCE	7.2	7.4	2.9	3.6									21.1
ASHWAUBENON	2	1.11	0.5	1.5									5.11
CTY RESCUE	0	0	0	0									0
OTHER	0	0	0	0									0
TOTAL HRS.	15.6	15.91	6.8	11.7	0	0.0	0	0	0	0	0	0	50.01

MONTHLY SUMMARY OF CALLS
JANUARY THROUGH APRIL, 2013

INCIDENT TYPE	# OF CALLS	PERCENTAGE OF CALLS
FIRE	10	1.47%
ENGINE RESPONSE TO RESCUE CALL	17	2.50%
EMS	591	86.78%
HAZARDOUS CONDITIONS (NO FIRE)	9	1.32%
SERVICE	8	1.17%
GOOD INTENT	9	1.32%
FALSE ALARM	37	5.43%
TOTAL CALLS	681	100.00%

IMAGE/TREND
Making the Web work.

Monthly EMS Run Report

(None)	Number of Records: 14
Abdominal Pain/Problems	Number of Records: 19
Allergic Reaction	Number of Records: 6
Altered Level of Consciousness	Number of Records: 40
Asthma	Number of Records: 2
Back Pain (Non-Traumatic)	Number of Records: 9
Behavioral/Psychiatric Disorder	Number of Records: 9
Bowel Obstruction	Number of Records: 1
Cardiac Arrest	Number of Records: 9
Cardiac Rhythm Disturbance	Number of Records: 9
Chest Pain/Discomfort	Number of Records: 38
CHF (Congestive Heart Failure)	Number of Records: 4
COPD (Emphysema/Chronic Bronchitis)	Number of Records: 4
Diabetic Symptoms (Hypoglycemia)	Number of Records: 14
Diarrhea	Number of Records: 2
Epistaxis (Non-Traumatic)	Number of Records: 5
ETOH Abuse	Number of Records: 10
Fever	Number of Records: 9
G.I. Bleed	Number of Records: 3
General Malaise	Number of Records: 7
Headache	Number of Records: 7
Hypertension	Number of Records: 3
Hypotension	Number of Records: 3
Migraine	Number of Records: 2
Nausea/Vomiting (Unknown Etiology)	Number of Records: 8
No Apparent Illness/Injury	Number of Records: 42
Not Applicable	Number of Records: 4
Obvious Death	Number of Records: 7
Other	Number of Records: 27
Other Abdominal/GI Problem	Number of Records: 2
Other CNS Problem	Number of Records: 1
Other GU Problems	Number of Records: 1
Other Illness/Injury	Number of Records: 11
Other OB/Gyn	Number of Records: 1
Pain	Number of Records: 63
Patient Assist Only	Number of Records: 5
Poisoning/Drug Ingestion	Number of Records: 5
Respiratory Distress	Number of Records: 34
Seizure	Number of Records: 19
Sepsis	Number of Records: 1
Stroke/CVA	Number of Records: 4
Substance/Drug Abuse	Number of Records: 1
Syncope/Fainting	Number of Records: 22
TIA (Transient Ischemic Attack)	Number of Records: 2
Traumatic Injury	Number of Records: 54
Unconscious	Number of Records: 5
Unknown Problem	Number of Records: 2
Vaginal Hemorrhage	Number of Records: 2
Weakness	Number of Records: 39
	Total Records: 591

Report Filters

Incident Date: is between '01/01/2013' and '04/30/2013'

Report Criteria

Incident Date: Is Within last_1_years

Fire Department, City of De Pere, WI

Incident Type Report (Summary)

Alarm Date Between {01/01/2013} And {04/30/2013}

Incident Type	Count	Total Est Loss
1 Fire		
100 Fire, Other	2	$0
111 Building fire	5	$1,000
113 Cooking fire, confined to container	2	$150
140 Natural vegetation fire, Other	1	$0
	10	**$1,150**
3 Rescue & Emergency Medical Service Incident		
322 Motor vehicle accident with injuries	11	$0
352 Extrication of victim(s) from vehicle	3	$0
353 Removal of victim(s) from stalled elevator	1	$0
360 Water & ice-related rescue, other	2	$0
	17	**$0**
4 Hazardous Condition (No Fire)		
412 Gas leak (natural gas or LPG)	3	$20
424 Carbon monoxide incident	3	$0
440 Electrical wiring/equipment problem, Other	1	$0
442 Overheated motor	1	$125
444 Power line down	1	$0
	9	**$145**
5 Service Call		
500 Service Call, other	1	$0
511 Lock-out	4	$0
512 Ring or jewelry removal	1	$0
520 Water problem, Other	1	$0
531 Smoke or odor removal	1	$0
	8	**$0**
6 Good Intent Call		
600 Good intent call, Other	2	$0
611 Dispatched & cancelled en route	2	$0
622 No Incident found on arrival at dispatch	2	$0
652 Steam, vapor, fog or dust thought to be	1	$0
671 HazMat release investigation w/no HazMat	2	$0
	9	**$0**
7 False Alarm & False Call		
700 False alarm or false call, Other	2	$0
731 Sprinkler activation due to malfunction	2	$0
733 Smoke detector activation due to	3	$0
734 Heat detector activation due to malfunction	1	$0
735 Alarm system sounded due to malfunction	4	$0
736 CO detector activation due to malfunction	7	$0
740 Unintentional transmission of alarm, Other	3	$0
743 Smoke detector activation, no fire -	6	$0

Fire Department, City of De Pere, WI

Incident Type Report (Summary)

Alarm Date Between {01/01/2013} And {04/30/2013}

Incident Type	Count	Total Est Loss
7 False Alarm & False Call		
745 Alarm system activation, no fire -	6	$0
746 Carbon monoxide detector activation, no CO	3	$0
	37	$0

Total Incident Count: 90

Total Est Loss: $1,295

DE PERE FIRE/RESCUE				
OVERTIME REPORT				
MONTH OF APRIL, 2013				
PERSONNEL	DATE	ACTUAL HOURS	O.T. HOURS	REASON
BALCER	1-Apr	1.00	3.00	EMS STANDBY
BALCER	2-Apr	1.00	3.00	EMS STANDBY
CHESLOCK	2-Apr	2.33	3.50	OFFICERS MEETING
HENDRICKS, TM.	2-Apr	2.33	3.50	OFFICERS MEETING
HENDRICKS, TD.	2-Apr	2.33	3.50	OFFICERS MEETING
MATZKE	2-Apr	2.33	3.50	OFFICERS MEETING
THOMSON	2-Apr	2.33	3.50	OFFICERS MEETING
WEYERS	2-Apr	2.33	3.50	OFFICERS MEETING
SINKLER	2-Apr	12.00	18.00	STAFFING REPLACEMENT
NELSON	2-Apr	24.00	36.00	STAFFING REPLACEMENT
HENDRICKS, TD.	2-Apr	15.75	23.75	STAFFING REPLACEMENT
HENDRICKS, TM.	2-Apr	12.00	18.00	STAFFING REPLACEMENT
HENDRICKS, TM.	3-Apr	12.00	18.00	STAFFING REPLACEMENT
BALCER	3-Apr	12.00	18.00	STAFFING REPLACEMENT
SINKLER	4-Apr	12.00	18.00	STAFFING REPLACEMENT
HENDRICKS, TD.	4-Apr	12.00	18.00	STAFFING REPLACEMENT
NELSON	4-Apr	12.00	18.00	STAFFING REPLACEMENT
MATZKE	4-Apr	12.00	18.00	STAFFING REPLACEMENT
BALCER	5-Apr	3.00	4.50	FIRE TRAINING
BALCER	7-Apr	1.00	3.00	EMS STANDBY
NELSON	8-Apr	12.00	18.00	STAFFING REPLACEMENT
WESSLEY	8-Apr	1.00	3.00	EMS STANDBY
THOMSON	8-Apr	1.00	3.00	EMS STANDBY
BALCER	8-Apr	3.00	4.50	FIRE TRAINING
BALCER	8-Apr	12.00	18.00	STAFFING REPLACEMENT
HENDRICKS, TD.	9-Apr	1.50	2.25	FIRE TRAINING
HENDRICKS, TM.	9-Apr	12.00	18.00	STAFFING REPLACEMENT
WEYERS	9-Apr	12.00	18.00	STAFFING REPLACEMENT
CHESLOCK	9-Apr	0.33	0.50	WORK OVER FIRE
NELSON	9-Apr	0.67	1.00	FIRE TRAINING
HERMANS, B.	10-Apr	24.00	36.00	STAFFING REPLACEMENT
BALCER	10-Apr	0.33	0.50	WORK OVER FIRE
BALCER	10-Apr	1.50	2.75	FIRE TRAINING
HENDRICKS, TD.	10-Apr	1.00	3.00	FIRE STANDBY
BALCER	10-Apr	2.00	3.00	EMS STANDBY
NELSON	11-Apr	1.75	3.00	STAFFING REPLACEMENT
THOMSON	11-Apr	12.00	18.00	STAFFING REPLACEMENT
SINKLER	11-Apr	12.00	18.00	STAFFING REPLACEMENT
CODY	13-Apr	12.00	18.00	STAFFING REPLACEMENT
HENDRICKS, TM.	13-Apr	12.00	18.00	STAFFING REPLACEMENT
NELSON	13-Apr	12.00	18.00	STAFFING REPLACEMENT
HENDRICKS, TD.	13-Apr	12.00	18.00	STAFFING REPLACEMENT
MATZKE	13-Apr	12.00	18.00	STAFFING REPLACEMENT
PANSIER	13-Apr	12.00	18.00	STAFFING REPLACEMENT
THOMSON	13-Apr	0.50	0.75	WORK OVER EMS
PUETZ	13-Apr	0.50	0.75	WORK OVER EMS
MATZKE	13-Apr	0.50	0.75	WORK OVER EMS
HERMANS, D.	13-Apr	0.50	0.75	WORK OVER EMS
BALCER	15-Apr	1.00	3.00	EMS STANDBY
HENDRICKS, TD.	15-Apr	1.00	1.50	EMS TRAINING

THOMSON	17-Apr	2.50	3.75	EMS TRAINING
PUETZ	18-Apr	12.00	18.00	STAFFING REPLACEMENT
HENDRICKS, TD.	18-Apr	1.00	1.50	EMS TRAINING
HERMANS, D.	18-Apr	1.00	3.00	EMS STANDBY
HENDRICKS, TM.	18-Apr	12.00	18.00	STAFFING REPLACEMENT
BALCER	19-Apr	2.50	3.75	FIRE TRAINING
PANSIER	20-Apr	12.00	18.00	STAFFING REPLACEMENT
GATZ	20-Apr	0.67	1.00	WORK OVER EMS
SINKLER	20-Apr	0.67	1.00	WORK OVER EMS
WITT	20-Apr	0.67	1.00	WORK OVER EMS
CODY	20-Apr	12.00	18.00	STAFFING REPLACEMENT
DE WEERT	21-Apr	0.50	0.75	WORK OVER EMS
HERMANS, B.	21-Apr	0.50	0.75	WORK OVER EMS
WITT	22-Apr	1.25	3.00	EMS STANDBY
WITT	22-Apr	1.25	3.00	EMS STANDBY
HENDRICKS, TM.	22-Apr	3.00	4.50	PARAMEDIC CME
HENDRICKS, TD.	22-Apr	3.00	4.50	PARAMEDIC CME
NELSON	22-Apr	3.00	4.50	PARAMEDIC CME
PANSIER	22-Apr	3.00	4.50	PARAMEDIC CME
WEYERS	22-Apr	3.00	4.50	PARAMEDIC CME
MATZKE	22-Apr	1.50	1.50	FIRE TRAINING
RIEDI	22-Apr	1.50	1.50	EMS TRAINING
THOMSON	22-Apr	1.50	1.50	EMS TRAINING
WEYERS	22-Apr	1.50	1.50	EMS TRAINING
HENDRICKS, TD.	22-Apr	0.67	1.00	WORK OVER EMS
NELSON	22-Apr	0.67	1.00	WORK OVER EMS
BALCER	23-Apr	2.00	3.00	EMS TRAINING
CODY	23-Apr	2.00	3.00	EMS TRAINING
HENDRICKS, TM.	23-Apr	2.00	3.00	EMS TRAINING
WITT	23-Apr	2.00	3.00	EMS TRAINING
BROWN	23-Apr	3.00	4.50	PARAMEDIC CME
DEVILEY	23-Apr	3.00	4.50	PARAMEDIC CME
GATZ	23-Apr	3.00	4.50	PARAMEDIC CME
HERMANS, B.	24-Apr	3.00	4.50	PARAMEDIC CME
HENDRICKS, TD.	24-Apr	1.00	1.50	EMS TRAINING
PANSIER	27-Apr	12.00	18.00	STAFFING REPLACEMENT
MATZKE	27-Apr	12.00	18.00	STAFFING REPLACEMENT
PUETZ	29-Apr	3.00	4.50	PARAMEDIC CME
		472.66	721.25	

Number of Standbys 11

DE PERE FIRE RESCUE REPORT
FOR THE MONTH OF APRIL 2013

RUN LOCATION	CITY OF DE PERE		TOWN OF LEDGEVIEW		TOWN OF LAWRENCE		VILLAGE OF ASHWAUBENON		MUTUAL AID RESPONSES		TOTALS	
	MONTH	YTD	MONTH	YTD	MONTH	YTD			MONTH	YTD	MONTH	YTD
TOTAL RUNS	93	427	22	78	12	67	5	11	0	8	132	591
RUNS TRANSPORTED	73	333	16	64	9	55	5	10	0	6	103	468
ALS RUNS	53	214	11	48	4	28	3	7	0	4	71	301
%ALS OF RUNS TRANS.	73%	64%	69%	75%	44%	51%	60%	70%	0%	67%	69%	64%
%ALS/ALL RUNS	57%	50%	50%	62%	33%	42%	60%	64%	0%	50%	54%	51%

MUTUAL AID GIVEN

RUN #	***AGENCY***	***TYPE***

MUTUAL AID RECEIVED

RUN #	***AGENCY***	***TYPE***
514	GREEN BAY	FULLSQD.
515	ASHWAUBENON	FULLSQD.
541	ASHWAUBENON	1 PARA.

APRIL, 2013

*OVERTIME CAUSED BY SICK LEAVE

HOURS OF SICK LEAVE	OVERTIME PAID
377.5	566.75

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

Item #5

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2013

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	102.00	75.00	69.75	106.50									353.25
OFFICER WORKED ON HOLIDAY	178.00	12.00	34.25	13.50									237.75
OFFICER FOR COURT	15.00	15.00	21.00	3.00									54.00
OFFICER TRAINING	10.00	62.50	36.00	75.75									184.25
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	1.50	6.25											7.75
STAFFING LEVEL	166.50	57.75	157.50	118.50									500.25
INVESTIGATION	50.25	54.00	51.75	27.75									183.75
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	26.25	74.25	40.50	22.50									163.50
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		15.25		10.50									25.75
MISCELLANEOUS	41.25	23.00	87.00	21.75									173.00
MISCELLANEOUS REIMBURSED	156.00	98.25	113.25	117.25									484.75
Gross OFFICER OVERTIME	746.75	493.25	611.00	517.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2368.00
SUBTOTAL REIMBURSED OVERTIME	(182.25)	(187.75)	(153.75)	(150.25)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(674.00)
NET OFFICER OVERTIME	564.50	305.50	457.25	366.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1694.00
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget:	**$130,000.00**
Expenditures through 05/03/2013	**$41,143.00**
Percent of Total Budget:	**31.65%**

NOTES:

* Period 12/22/2012 - 02/01/2013	+Period 3/30/2013 - 4/26/2013	#Period	^^^Period
**Period 2/2/2013 - 3/1/2013	++Period	##Period	*+Period
***Period 3/2/2013 - 3/29/2013	^Period	^^Period	*+*Period

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2012

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	111.00	69.00	49.50	59.25	89.25	36.00	87.00	57.75	70.50	46.50	81.00	55.50	812.25
OFFICER WORKED ON HOLIDAY	169.75	10.00	12.00	32.50	4.00	81.00	63.75	26.50	121.00	12.00	58.00		590.50
OFFICER FOR COURT	15.00	18.00	6.00	20.25	7.50	14.00	9.00	15.00	25.50	6.00	10.50	9.50	156.25
OFFICER TRAINING	31.00	13.00	40.25	120.50	50.00	50.00	8.00	107.00	13.75	70.25	73.75	29.00	606.50
OFFICER RELIEF FOR FUNERAL							13.50						13.50
OFFICER ATTEND MEETING		8.25						15.00				1.25	24.50
STAFFING LEVEL	133.50	79.50	23.25	53.25	136.75	162.00	189.00	243.00	192.75	183.75	252.00	73.50	1722.25
INVESTIGATION	142.25	68.75	38.25	56.50	77.50	36.75	61.50	135.00	90.00	61.00	42.75	60.75	871.00
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	31.50	43.00	56.25	27.00	31.25	25.50		33.00	48.75	78.00	28.50	27.00	429.75
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		11.25		10.50	11.25	301.00	49.75	7.50	9.00	33.50	69.00	11.75	514.50
MISCELLANEOUS	5.75	16.50	4.00	11.50	9.50	4.25	7.50	7.00	7.00	4.50	11.25	20.75	109.50
MISCELLANEOUS REIMBURSED	72.75	95.50	63.25	127.50	77.25	143.75	93.00	110.25	113.25	58.50	60.00	108.25	1123.25
Gross OFFICER OVERTIME	712.50	432.75	292.75	518.75	494.25	854.25	582.00	757.00	691.50	554.00	686.75	397.25	6973.75
SUBTOTAL REIMBURSED OVERTIME	(104.25)	(149.75)	(119.50)	(185.00)	(119.75)	(470.25)	(142.75)	(150.75)	(171.00)	(170.00)	(157.50)	(147.00)	(2067.50)
NET OFFICER OVERTIME	608.25	283.00	173.25	353.75	374.50	384.00	439.25	606.25	520.50	384.00	529.25	250.25	4906.25
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget:	**$130,000.00**
Expenditures through 01/03/2013	**$137,720.00**
Percent of Total Budget:	**105.94%**

NOTES:

* Period 12/24/2011 - 2/3/2012
**Period 2/4/2012 - 3/2/2012
***Period 3/3/2012 - 3/30/2012
+Period 3/31/2012 - 4/27/2012
++Period 4/28/2012 - 5/25/2012
^Period 5/26/2012 - 6/22/2012
#Period 6/23/2012 - 8/3/2012
##Period 8/04/2012 - 8/31/2012
^^Period 9/1/2012 - 9/28/2012
^^^Period 9/29/2012 - 10/26/2012
*+Period 10/27/2012 - 11/23/2012
*+*Period 11/24/2012 - 12/21/2012

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2011

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	24.00	72.00	269.50	24.00	54.75	72.75	17.25	67.00	58.50	51.75	9.75	163.50	884.75
OFFICER WORKED ON HOLIDAY	154.50	12.00	15.00	35.50	5.00	92.50	72.00	10.75	123.00	4.00	56.75	4.00	585.00
OFFICER FOR COURT	12.75	9.00	21.00	15.75	43.50	4.75	31.50	12.75	6.00	31.50	15.00	9.00	212.50
OFFICER TRAINING	13.50	88.50	178.00	47.75	97.25	99.00	12.25	104.50	222.00	163.75	64.25	26.75	1117.50
OFFICER RELIEF FOR FUNERAL			5.25										5.25
OFFICER ATTEND MEETING		1.50	1.50	17.50	15.00			6.00					41.50
STAFFING LEVEL	146.25	133.00	168.00	45.00	35.50	66.25	228.25	155.25	144.75	374.50	161.00	57.00	1714.75
INVESTIGATION	79.50	61.50	137.75	57.25	41.75	67.75	66.75	104.00	79.75	73.50	50.75	105.75	926.00
HONOR GUARD FOR FUNERAL					16.00		3.00						19.00
SCHOOL LIAISON REIMBURSED	14.25	19.50	84.00	31.50	45.00	29.75	1.50	42.25	49.50	55.75	26.25	15.00	414.25
COMMUNITY RELATIONS									4.50				4.50
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		11.25	4.50	9.00	8.00	292.50	3.00	9.00	15.00	28.50	15.00	7.50	403.25
MISCELLANEOUS	12.25	24.75	87.75	1.50	1.75	5.75	2.75	2.75	16.00	13.75	14.25	4.50	187.75
MISCELLANEOUS REIMBURSED		12.00	61.75	25.75	29.50	50.50	24.75	28.25	37.50	21.00	29.50	30.75	351.25
Gross OFFICER OVERTIME	457.00	445.00	1034.00	310.50	393.00	781.50	463.00	542.50	756.50	818.00	442.50	423.75	6867.25
SUBTOTAL REIMBURSED OVERTIME	(14.25)	(42.75)	(150.25)	(66.25)	(82.50)	(372.75)	(29.25)	(79.50)	(102.00)	(105.25)	(70.75)	(53.25)	(1168.75)
NET OFFICER OVERTIME	442.75	402.25	883.75	244.25	310.50	408.75	433.75	463.00	654.50	712.75	371.75	370.50	5698.50
SECRETARY OVERTIME					3.00								3.00

Total Overtime Budget:	$137,762.00
Expenditures through 11/25/2011	$116,766.17
Percent of Total Budget:	84.76%

NOTES:

* Period 12/25/2010 - 1/21/2011
**Period 1/22-2011 - 2/18/2011
***Period 2/19/2011 - 4/1/2011
+Period 4/2/2011 - 4/29/2011
++Period 4/30/2011 - 5/27/2011
^Period 5/28/2011 - 6/24/2011
#Period 6/25/2011 - 7/22/2011
##Period 7/23/2011 - 9/2/2011
^^Period 9/3/2011 - 9/30/2011
^^^Period 10/1/2011 - 10/28/2011
*+Period 10/29/2011 - 11/25/2011
*+*Period 11/26/2011 - 12/23/2011

2009 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	9.00	18.50	68.00	61.00	58.00	57.00	76.00	79.00	37.00	55.00	11.00	0.00	**529.50**
PART-TIME	0.00	0.00	0.00	0.00	0.00	2.50	7.50	2.00	0.00	0.00	0.00	0.00	**12.00**

2010 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	'AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	6.00	0.00	11.50	72.00	22.00	75.50	107.00	76.00	14.00	20.50	8.50	3.00	**416.00**
PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**

2011 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	16.50	6.00	45.50	16.00	80.25	99.00	127.00	127.75	40.50	4.50	2.00	0.00	**565.00**
PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	9.50	16.00	0.00	0.00	0.00	0.00	**25.50**
REIMBURSABLE OT			3.50	4.00	35.00	4.00	0.00	4.50	20.50	3.00	0.00	0.00	**74.50**

2012 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	0.00	0.00	4.00	17.50	6.50	43.00	90.00	112.00	109.75	67.00	1.50	0.00	**451.25**
PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	15.25	0.00	0.00	0.00	0.00	**15.25**
Reimbursable OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**

2013 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	15.50	9.00	3.00	15.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**42.50**
PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reimbursable OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**

DE PERE ENGINEERING DEPARTMENT
MONTHLY OVERTIME REPORT
April 2013

EMPLOYEE	DATE	OT HOURS	REASON
Lax, Scott	4/13/13 to 4/19/13	6	13-01 Sewer & Water Relay & Street Resurfacing
	4/20/13 to 4/26/13	5	13-01 Sewer & Water Relay & Street Resurfacing
	4/20/13 to 4/26/13	1	13-05 Sidewalk, Curb, & Concrete Pavement Repair
Total Lax		**12.00**	
Krzewina, Bob			
Total Krzewina			
Simons, Dan			
Total Simons			
Stansfield, Tom	4/6/13 to 4/12/13	3.00	Locates
Total Stansfield		**3.00**	
SUB-TOTAL ENG		**15.00**	
PART-TIME ENG.			
SUB-TOTAL PART-TIME		**0.00**	
Grand Total O.T. For April		**15.00**	
Year-to-Date % of Budget		**9.23%**	

CITY OF DE PERE — MEMORANDUM

POLICE DEPARTMENT

To: Finance and Personnel Committee

From: Derek A. Beiderwieden, Chief of Police

Date: April 29, 2013

Subject: Donation of $1,500 for Investigation Equipment

The police department has received a donation of $1,500 from the De Pere Christian Outreach for use by the police department investigations unit specifically for camera equipment.

The camera equipment that will be purchased will be two digital Kodak cameras to be used for School Resource Officers (Liaisons) for gathering initial evidence, and the storage chips, cases, etc. needed to outfit the cameras properly. Also, the donation will purchase a flash unit for the current detective camera and some micro photography equipment to photograph items up close.

The items purchased are needed items and will enhance our investigative services.

Please accept this donation. If you have any questions about this information, please contact me at 339-4075 at your convenience.

CITY OF DE PERE MEMORANDUM
POLICE DEPARTMENT

To: Finance and Personnel Committee

From: Derek A. Beiderwieden, Chief of Police

Date: May 8, 2013

Subject: Out of State Travel Request

I am seeking authorization to attend the International Association of Chiefs of Police national training conference October 18-23, 2013, in Philadelphia, PA.

The costs associated with the travel will include airfare, hotel, food, and incidentals such as taxi or transportation to and from the airport, etc. The De Pere police budget reflects this planned training. The costs are as follows:

Hotel: estimated $1,245
Airfare: $347.60
Per Diem for food: $51/day or $255
Incidentals: $50

The training/conference includes over 200 seminars and attendees will obtain at least 24 hours of classroom time in various subjects related to police management and leadership taught by contemporary instructors. There is also an expo and exhibit floor with up to date equipment displayed allowing for research into new technologies.

Please authorize this important training. The last IACP conference I attended was in 2005. If you have any questions about this information, please contact me at 339-4075 at your convenience.

MEMORANDUM CITY OF DE PERE

Date: May 8, 2013

To: Finance/Personnel Committee

From: Peter Smith, Information Technology Administrator

Subj: Service agreement with AT&T.

The City currently operates internet access on a relatively slow outbound traffic circuit. Due to the increase in activity related to on-line systems the outbound speeds are now as important as the inbound. Typical business class circuits that have equal in/out speeds at higher speeds tend to be at much higher prices.

To afford this increase the City will be trading some of its phone channels for internet bandwidth. In a nutshell, there are circuits available now that allow sharing of voice and data on the same circuit with voice being the priority. This new circuit will trim our phone channels from 46 to 30 and give us 8 times more outbound bandwidth for internet traffic.

Drop the following circuits:	PRI:	$1391.27
	ADSL:	$84.39
	Total:	$1,475.66
Add the following:	SIP:	$1,494.00

I recommend the City make this change, the cost difference is negligible.

Proposal For:
City of Depere
Attn: Peter Smith
Information Technology Administrator
335 South Broadway Street
Depere, WI 54115
920-621-8594
PSmith@mail.de-pere.org
April 10, 2013

Prepared By:
Robert Gagliano, Account Manager
262-574-7335
rg2452@att.com
Jeff Scott, Network Technical Consultant
248-205-6630
js0552@att.com

	Qty	Proposed Pricing Each	Total
Proposed ATT Network - 3 Year Term IP Flex with MLPPP Transport standard-custom contracts			
HQ Site 6.0 Mbps MIS (Managed Internet Service - MLPPP) revised 2013 promotion ($1,545 list x 80% discount = $309 port charge from MIS pricing schedule Table 1, page 2 of 6. 4 circuits at $165 access each = $660 Access) 335 South Broadway Street, Depere, WI 54115 USA	1	$969.00	$969.00
IP Flex BVoIP Calling Channels ($70 list x 75% discount = $17.50 per calling channel from BVoIP pricing schedule Table C and Business Service Guide BVoIP services section P-6.2.3. Rate Table BVOIP-CP-C: BVoIP Calling Plan Charge, page 107 Local calls unlimited, IP Flex to IP Flex which is considered on network unlimited. Off network long distance calls generate a 300 minute per calling channel allowance. Any calls over the allowance are billed at .04 per minute. Caller ID included no additional charge. All DID numbers included no additional charge. Virtual Telephone Numbers are .30 all TN's. Calling channels adjustable thru online business direct. Ordered calling channels and adjusted may vary.	30	$17.500	$525.00
Estimated LD Overage Estimated IP Flex LD Overage Charge (x,xxx LD Minutes - 9,000 LD Allowance). Allowance is equal to 300 Minutes per calling channel. In this example 30 x 300 is equal to 9,000.	0	$0.04	$0.00
Hosted Services - Cloud Computing This solution includes enterprise class **cloud computing** and **storage** directly on the AT&T backbone. This is a high performance, very secure, fault tolerant, pay-as-you go service. For more information go to: www.att.com/cloud		TBD	
TOTAL SOLUTION (excluding taxes and fees)			$1,494.00

at&t

MASTER AGREEMENT

Customer	AT&T
CITY OF DEPERE Street Address: 325 S BROADWAY City: DE PERE State/Province: WI Zip Code: 54115 Country: USA	AT&T Corp.
Customer Contact (for notices)	**AT&T Contact (for notices)**
Name: Peter Smith Title: Information Technology Administr Street Address: 325 S BROADWAY City: DE PERE State/Province: WI Zip Code: 54115 Country: United States Telephone: 9206218594 Fax: Email: psmith@mail.de-pere.org	Street Address: 16025 NORTHLAND DR City: SOUTHFIELD State/Province: MI Zip Code: 48075 Country: USA With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

This Master Agreement ("Master Agreement"), between the customer named above ("Customer") and the AT&T entity named above ("AT&T"), is effective when signed by both Customer and AT&T.

Customer (by its authorized representative)	AT&T (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

MASTER AGREEMENT

1. INTRODUCTION

1.1 **Overview of Documents**. This Master Agreement and the following additional documents (collectively, the "Agreement") shall apply to all products and services AT&T provides Customer pursuant to this Agreement ("Services") and shall continue in effect so long as Services are provided under this Agreement:

(a) **Pricing Schedules**. A "Pricing Schedule" means a pricing schedule (including related attachments) or other document that is attached to or is later executed by the parties and references this Master Agreement. A Pricing Schedule includes the Services, the pricing (including discounts and commitments, if applicable) and the pricing schedule term ("Pricing Schedule Term").

(b) **Tariffs and Guidebooks**. "Tariffs" are documents containing the descriptions, pricing and other terms and conditions for a Service that AT&T or its Affiliates file with regulatory authorities. "Guidebooks" are documents (designated as Guidebooks or Price Lists) containing the descriptions, pricing and other terms and conditions for a Service that were but no longer are filed with regulatory authorities. Tariffs and Guidebooks can be found at att.com/servicepublications or other locations AT&T may designate.

(c) **Acceptable Use Policy**. AT&T's Acceptable Use Policy ("AUP") applies to (i) Services provided over or accessing the Internet and (ii) wireless (*i.e.*, cellular) data and messaging Services. The AUP can be found at att.com/aup or other locations AT&T may designate.

(d) **Service Guides**. The descriptions, pricing and other terms and conditions for a Service not covered by a Tariff or Guidebook may be contained in a Service Guide, which can be found at att.com/servicepublications or other locations AT&T may designate.

1.2 **Priority of Documents**. The order of priority of the documents that form this Agreement is: the applicable Pricing Schedule or Order; this Master Agreement; the AUP; and Tariffs, Guidebooks and Service Guides; provided that Tariffs will be first in priority in any jurisdiction where applicable law or regulation does not permit contract terms to take precedence over inconsistent Tariff terms.

1.3 **Revisions to Documents**. Subject to Section 8.2(b) (Materially Adverse Impact), AT&T may revise Service Publications at any time.

1.4 **Execution by Affiliates**. An AT&T Affiliate or Customer Affiliate may sign a Pricing Schedule in its own name, and such Affiliate contract will be a separate but associated contract incorporating the terms of this Agreement. Customer and AT&T will cause their respective Affiliates to comply with any such separate and associated contract.

2. AT&T DELIVERABLES

2.1 **Services**. AT&T will either provide or arrange to have an AT&T Affiliate provide Services to Customer and its Users, subject to the availability and operational limitations of systems, facilities and equipment. Where required, an AT&T Affiliate authorized by the appropriate regulatory authority will be the service provider. If an applicable Service Publication expressly permits placement of an order for a Service under this Master Agreement without the execution of a Pricing Schedule, Customer may place such an order using AT&T's standard ordering processes (an "Order"), and upon acceptance by AT&T, the Order shall otherwise be deemed a Pricing Schedule under this Master Agreement for the Service ordered.

2.2 **AT&T Equipment**. Services may be provided using equipment owned by AT&T that is located at the Site ("AT&T Equipment"), but title to the AT&T Equipment will remain with AT&T. Customer must provide adequate space and electric power for the AT&T Equipment and keep the AT&T Equipment physically secure and free from liens and encumbrances. Customer will bear the risk of loss or damage to the AT&T Equipment (other than ordinary wear and tear), except to the extent caused by AT&T or its agents.

2.3 **Purchased Equipment**. Except as specified in a Service Publication, title to and risk of loss of Purchased Equipment shall pass to Customer on delivery to the transport carrier for shipment to Customer's designated location.

2.4 **License and Other Terms**. Software, Purchased Equipment and Third-Party Services may be provided subject to the terms of a separate license or other agreement between Customer and either the licensor, the third-party service provider or the manufacturer. Customer's execution of the Pricing Schedule for or placement of an Order for Software, Purchased Equipment or Third-Party Services is Customer's agreement to comply with such separate agreement. Unless a Service Publication specifies otherwise, AT&T's sole responsibility with respect to Third-Party Services is to place Customer's orders for Third-Party Services, except that AT&T may invoice and collect payment from Customer for the Third-Party Services.

3. CUSTOMER'S COOPERATION

3.1 **Access Right**. Customer will in a timely manner allow AT&T access as reasonably required for the Services to property and equipment that Customer controls and will obtain at Customer's expense timely access for AT&T as reasonably required for the Services to property controlled by third parties such as Customer's landlord. AT&T will coordinate with and, except in an emergency, obtain Customer's consent to enter upon Customer's property and premises, which consent shall not be unreasonably withheld. Access rights mean the right to construct, install, repair, maintain, replace and remove access lines and network facilities and the right to use ancillary equipment space within a building for Customer's connection to AT&T's network. Customer must provide AT&T timely information and access to Customer's facilities and equipment as AT&T reasonably requires for the Services, subject to Customer's reasonable security policies. Customer will furnish any conduit, holes, wireways, wiring, plans, equipment, space, power/utilities and other items as AT&T reasonably requires for the Services and will obtain any necessary licenses, permits and consents (including easements and rights-of-way). Customer will have the Site ready for AT&T to perform its work according to a mutually agreed schedule.

3.2 **Safe Working Environment**. Customer will ensure that the location at which AT&T installs, maintains or provides Services is a safe working environment, free of Hazardous Materials and reasonably suitable for the Services. "Hazardous Materials" mean any substance or material capable of posing an unreasonable risk to health, safety or property or whose use, transport, storage, handling, disposal or release is regulated by any law related to pollution, to protection of air, water or soil or to health and safety. AT&T shall have no obligation to perform work at a location that is not a suitable and safe working environment or to handle, remove or dispose of Hazardous Materials.

3.3 **Users**. "User" means anyone who uses or accesses any Service provided to Customer. Customer will cause Users to comply with this Agreement and is responsible for Users' use of any Service unless expressly provided to the contrary in an applicable Service Publication.

3.4 **Resale of Services**. Customer may not resell the Services or rebrand the Services for resale to third parties without AT&T's prior written consent.

4. PRICING AND BILLING

4.1 **Pricing and Pricing Schedule Term; Terms Applicable After End of Pricing Schedule Term.** The prices listed in a Pricing Schedule are stabilized until the end of the Pricing Schedule Term and will apply in lieu of the corresponding prices set forth in the applicable Service Publication. No promotion, credit, discount or waiver set forth in a Service Publication will apply. Unless the Pricing Schedule states otherwise, at the end of the Pricing Schedule Term, Customer may continue Service (subject to any applicable notice or other requirements in a Service Publication for Customer to terminate a Service Component) under a month-to-month service arrangement at the prices, terms and conditions in effect on the last day of the Pricing Schedule Term. AT&T may change such prices, terms or conditions on 30 days' prior notice to Customer.

4.2 **Additional Charges and Taxes.** Prices set forth in a Pricing Schedule are exclusive of and Customer will pay all taxes (excluding those on AT&T's net income), surcharges, recovery fees, customs clearances, duties, levies, shipping charges and other similar charges (and any associated interest and penalties resulting from Customer's failure to timely pay such taxes or similar charges) relating to the sale, transfer of ownership, installation, license, use or provision of the Services, except to the extent Customer provides a valid exemption certificate prior to the delivery of Services. To the extent required by law, Customer may withhold or deduct any applicable taxes from payments due to AT&T, provided that Customer will use reasonable commercial efforts to minimize any such taxes to the extent allowed by law or treaty and will furnish AT&T with such evidence as may be required by relevant taxing authorities to establish that such tax has been paid so that AT&T may claim any applicable credit.

4.3 **Billing**. Unless a Service Publication specifies otherwise, Customer's obligation to pay for a Service Component begins upon availability of the Service Component to Customer. Customer will pay AT&T without deduction, setoff or delay for any reason (except for withholding taxes as provided in Section 4.2 - Additional Charges and Taxes or in Section 4.5 - Delayed Billing; Disputed Charges). At Customer's request, but subject to AT&T's consent (which may not be unreasonably withheld or withdrawn), Customer's Affiliates may be invoiced separately, and AT&T will accept payment from such Affiliates. Customer will be responsible for payment if Customer's Affiliates do not pay charges in accordance with this Agreement. AT&T may require Customer or its Affiliates to tender a deposit if AT&T determines, in its reasonable judgment, that Customer or its Affiliates are not creditworthy, and AT&T may apply such deposit to any charges owed.

4.4 **Payments**. Payment is due within 30 days after the date of the invoice (unless another date is specified in an applicable Tariff or Guidebook) and must refer to the invoice number. Charges must be paid in the currency specified in the invoice. Restrictive endorsements or other statements on checks are void. Customer will reimburse AT&T for all costs associated with collecting delinquent or dishonored payments, including reasonable attorneys' fees. AT&T may charge late payment fees at the lowest of (a) 1.5% per month (18% per annum), (b) for Services contained in a Tariff or Guidebook at the rate specified therein, or (c) the maximum rate allowed by law for overdue payments.

4.5 **Delayed Billing; Disputed Charges**. Customer will not be required to pay charges for Services initially invoiced more than 6 months after close of the billing period in which the charges were incurred, except for calls assisted by an automated or live operator. If Customer disputes a charge, Customer will provide notice to AT&T specifically identifying the charge and the reason it is disputed within 6 months after the date of the invoice in which the disputed charge initially appears, or Customer waives the right to dispute the charge. The portion of charges in dispute may be withheld and will not be considered overdue until AT&T completes its investigation of the dispute, but Customer may incur late payment fees in accordance with Section 4.4 (Payments). Following AT&T's notice of the results of its investigation to Customer, payment of all properly due charges and properly accrued late payment fees must be made within ten (10) business days. AT&T will reverse any late payment fees that were invoiced in error.

4.6 **Credit Terms**. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Vendor Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

4.7 **MARC**. Minimum Annual Revenue Commitment ("MARC") means an annual revenue commitment set forth in a Pricing Schedule that Customer agrees to satisfy during each 12-consecutive-month period of the Pricing Schedule Term. If Customer fails to satisfy the MARC for any such 12-month period, Customer will pay a shortfall charge in an amount equal to the difference between the MARC and the total of the applicable MARC-Eligible Charges incurred during such 12-month period, and AT&T may withhold contractual credits until Customer pays the shortfall charge.

4.8 **Adjustments to MARC.**

(a) In the event of a business downturn beyond Customer's control, or a corporate divestiture, merger, acquisition or significant restructuring or reorganization of Customer's business, or network optimization using other Services, or a reduction of AT&T's prices, or a force majeure event, any of which significantly impairs Customer's ability to meet a MARC, AT&T will offer to adjust the affected MARC to reflect Customer's reduced usage of Services (with a corresponding adjustment to the prices, credits or discounts available at the reduced MARC level). If the parties reach agreement on a revised MARC, AT&T and Customer will amend the affected Pricing Schedule prospectively. This Section 4.8 will not apply to a change resulting from Customer's decision to use service providers other than AT&T. Customer will provide AT&T notice of the conditions Customer believes will require the application of this provision. This provision does not constitute a waiver of any charges, including monthly recurring charges and shortfall charges, Customer incurs prior to amendment of the affected Pricing Schedule.

(b) If Customer, through merger, consolidation, acquisition or otherwise, acquires a new business or operation, Customer and AT&T may agree in writing to include the new business or operation under this Agreement. Such agreement will specify the impact, if any, of such addition on Customer's MARC or other volume or growth discounts and on Customer's attainment thereof.

5. CONFIDENTIAL INFORMATION

5.1 **Confidential Information**. Confidential Information means: (a) information the parties or their Affiliates share with each other in connection with this Agreement or in anticipation of providing Services under this Agreement (including pricing or other proposals), but only to the extent identified as Confidential Information in writing; and (b) except as may be required by applicable law or regulation, the terms of this Agreement.

5.2 **Obligations**. A disclosing party's Confidential Information will, for a period of 3 years following its disclosure to the other party (except in the case of software, for which the period is indefinite): (a) not be disclosed, except to the receiving party's employees, agents and contractors having a need-to-know (but only if such agents and contractors are not direct competitors of the other party and agree in writing to use and disclosure restrictions as restrictive as this Section 5) or to the extent authorized to be revealed by law, governmental authority or legal process (but only if such disclosure is limited to that which is so authorized and prompt notice is provided to the disclosing party to the extent practicable and not prohibited by law, governmental authority or legal process); (b) be held in confidence; and (c) be used only for purposes of using the Services, evaluating proposals for new services or performing this Agreement (including in the case of AT&T to detect fraud, to check quality and to operate, maintain and enhance the network and Services).

5.3 **Exceptions**. The restrictions in this Section 5 will not apply to any information that: (a) is independently developed by the receiving party without use of the disclosing party's Confidential Information; (b) is lawfully received by the receiving party free of any obligation to keep it confidential; or (c) becomes generally available to the public other than by breach of this Agreement.

5.4 **Privacy**. Each party is responsible for complying with the privacy laws applicable to its business. AT&T shall require its personnel, agents and contractors around the world who process Customer Personal Data to protect Customer Personal Data in accordance with the data protection laws and regulations applicable to AT&T's business. If Customer does not want AT&T to comprehend Customer data to which it may have access in performing Services, Customer must encrypt such data so that it will be unintelligible. Customer is responsible for obtaining consent from and giving notice to its Users, employees and agents regarding Customer's and AT&T's collection and use of the User, employee or agent information in connection with a Service. Customer will only make accessible or provide Customer Personal Data to AT&T when it has the legal authority to do so. Unless otherwise directed by Customer in writing, if AT&T designates a dedicated account representative as Customer's primary contact with AT&T, Customer authorizes that representative to discuss and disclose Customer's customer proprietary network information to any employee or agent of Customer without a need for further authentication or authorization.

6. LIMITATIONS OF LIABILITY AND DISCLAIMERS

6.1 **Limitation of Liability.**

(a) EITHER PARTY'S ENTIRE LIABILITY AND THE OTHER PARTY'S EXCLUSIVE REMEDY FOR DAMAGES ON ACCOUNT OF ANY CLAIM ARISING OUT OF AND NOT DISCLAIMED UNDER THIS AGREEMENT SHALL BE:

(i) FOR BODILY INJURY, DEATH OR DAMAGE TO REAL PROPERTY OR TO TANGIBLE PERSONAL PROPERTY PROXIMATELY CAUSED BY A PARTY'S NEGLIGENCE, PROVEN DIRECT DAMAGES;

(ii) FOR BREACH OF SECTION 5 (Confidential Information), SECTION 10.1 (Publicity) OR SECTION 10.2 (Trademarks), PROVEN DIRECT DAMAGES;

(iii) FOR ANY THIRD-PARTY CLAIMS, THE REMEDIES AVAILABLE UNDER SECTION 7 (Third Party Claims);

(iv) FOR CLAIMS ARISING FROM THE OTHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, PROVEN DAMAGES; OR

(v) FOR CLAIMS OTHER THAN THOSE SET FORTH IN SECTION 6.1(a)(i)-(iv), PROVEN DIRECT DAMAGES NOT TO EXCEED, ON A PER CLAIM OR AGGREGATE BASIS DURING ANY TWELVE (12) MONTH PERIOD, AN AMOUNT EQUAL TO THE TOTAL NET CHARGES INCURRED BY CUSTOMER FOR THE AFFECTED SERVICE IN THE RELEVANT COUNTRY DURING THE THREE (3) MONTHS PRECEDING THE MONTH IN WHICH THE CLAIM AROSE.

(b) EXCEPT AS SET FORTH IN SECTION 7 (Third Party Claims) OR IN THE CASE OF A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, RELIANCE OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOST PROFITS, ADVANTAGE, SAVINGS OR REVENUES OR FOR INCREASED COST OF OPERATIONS.

(c) THE LIMITATIONS IN THIS SECTION 6 SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES UNDER THIS AGREEMENT.

6.2 **Disclaimer of Liability**. AT&T WILL NOT BE LIABLE FOR ANY DAMAGES ARISING OUT OF OR RELATING TO: INTEROPERABILITY, ACCESS OR INTERCONNECTION OF THE SERVICES WITH APPLICATIONS, DATA, EQUIPMENT, SERVICES, CONTENT OR NETWORKS PROVIDED BY CUSTOMER OR THIRD PARTIES; SERVICE DEFECTS, SERVICE LEVELS, DELAYS OR ANY SERVICE ERROR OR INTERRUPTION, INCLUDING INTERRUPTIONS OR ERRORS IN ROUTING OR COMPLETING ANY 911 OR OTHER EMERGENCY RESPONSE CALLS OR ANY OTHER CALLS OR TRANSMISSIONS (EXCEPT FOR CREDITS EXPLICITLY SET FORTH IN THIS AGREEMENT); LOST OR ALTERED MESSAGES OR TRANSMISSIONS; OR UNAUTHORIZED ACCESS TO OR THEFT, ALTERATION, LOSS OR DESTRUCTION OF CUSTOMER'S (OR ITS AFFILIATES', USERS' OR THIRD PARTIES') APPLICATIONS, CONTENT, DATA, PROGRAMS, INFORMATION, NETWORKS OR SYSTEMS.

6.3 **Purchased Equipment and Vendor Software Warranty**. AT&T shall pass through to Customer any warranties for Purchased Equipment and Vendor Software available from the manufacturer or licensor. The manufacturer or licensor, and not AT&T, is responsible for any such warranty terms and commitments. ALL SOFTWARE AND PURCHASED EQUIPMENT IS OTHERWISE PROVIDED TO CUSTOMER ON AN "AS IS" BASIS.

6.4 **Disclaimer of Warranties**. AT&T MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, SPECIFICALLY DISCLAIMS ANY REPRESENTATION OR WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NON-INFRINGEMENT AND SPECIFICALLY DISCLAIMS ANY WARRANTY ARISING BY USAGE OF TRADE OR BY COURSE OF DEALING. FURTHER, AT&T MAKES NO REPRESENTATION OR WARRANTY THAT TELEPHONE CALLS OR OTHER TRANSMISSIONS WILL BE ROUTED OR COMPLETED WITHOUT ERROR OR INTERRUPTION (INCLUDING CALLS TO 911 OR ANY SIMILAR EMERGENCY RESPONSE NUMBER) AND MAKES NO GUARANTEE REGARDING NETWORK SECURITY, THE ENCRYPTION EMPLOYED BY ANY SERVICE, THE INTEGRITY OF ANY DATA THAT IS SENT, BACKED UP, STORED OR SUBJECT TO LOAD BALANCING OR THAT AT&T'S SECURITY PROCEDURES WILL PREVENT THE LOSS OR ALTERATION OF OR IMPROPER ACCESS TO CUSTOMER'S DATA AND INFORMATION.

6.5 **Application and Survival**. The disclaimer of warranties and limitations of liability set forth in this Agreement will apply regardless of the form of action, whether in contract, equity, tort, strict liability or otherwise, of whether damages were foreseeable and of whether a party was advised of the possibility of such damages and will apply so as to limit the liability of each party and its Affiliates and their respective employees, directors, subcontractors and suppliers. The limitations of liability and disclaimers set out in this Section 6 will survive failure of any exclusive remedies provided in this Agreement.

7. THIRD PARTY CLAIMS

7.1 **AT&T's Obligations**. AT&T agrees at its expense to defend and either to settle any third-party claim against Customer, its Affiliates and its and their respective employees and directors or to pay all damages that a court finally awards against such parties for a claim alleging that a Service provided to Customer under this Agreement infringes any patent, trademark, copyright or trade secret, but not where the claimed infringement arises out of or results from: (a) Customer's, its Affiliate's or a User's content; (b) modifications to the Service by Customer, its Affiliate or a third party, or combinations of the Service with any non-AT&T services or products by Customer or others; (c) AT&T's adherence to Customer's or its Affiliate's written requirements; or (d) use of a Service in violation of this Agreement.

7.2 **Customer's Obligations**. Customer agrees at its expense to defend and either to settle any third-party claim against AT&T, its Affiliates and its and their respective employees, directors, subcontractors and suppliers or to pay all damages that a court finally awards against such parties for a claim that: (a) arises out of Customer's, its Affiliate's or a User's access to or use of the Services and the claim is not the responsibility of AT&T under Section 7.1; (b) alleges that a Service infringes any patent, trademark, copyright or trade secret and falls within the exceptions in Section 7.1; or (c) alleges a breach by Customer, its Affiliate or a User of a Software license agreement.

7.3 **Infringing Services**. Whenever AT&T is liable under Section 7.1, AT&T may at its option either procure the right for Customer to continue using, or may replace or modify, the Service so that it is non-infringing.

7.4 **Notice and Cooperation**. The party seeking defense or settlement of a third-party claim under this Section 7 will provide notice to the other party promptly upon learning of any claim for which defense or settlement may be sought, but failure to do so will have no effect except to the extent the other party is prejudiced by the delay. The party seeking defense or settlement will allow the other party to control the defense and settlement of the claim and will reasonably cooperate with the defense. The defending party will use counsel reasonably experienced in the subject matter at issue and will not settle a claim without the written consent of the party being defended, which consent will not be unreasonably withheld or delayed, except that no consent will be required to settle a claim where relief against the party being defended is limited to monetary damages that are paid by the defending party under this Section 7.

7.5 AT&T's obligations under Section 7.1 shall not extend to actual or alleged infringement or misappropriation of intellectual property based on Purchased Equipment, Software, or Third-Party Services.

8. SUSPENSION AND TERMINATION

8.1 **Termination of Agreement**. This Agreement may be terminated immediately upon notice by either party if the other party becomes insolvent, ceases operations, is the subject of a bankruptcy petition, enters receivership or any state insolvency proceeding or makes an assignment for the benefit of its creditors.

8.2 **Termination or Suspension**. The following additional termination provisions apply:

(a) **Material Breach**. If either party fails to perform or observe any material warranty, representation, term or condition of this Agreement, including non-payment of charges, and such failure continues unremedied for 30 days after receipt of notice, the aggrieved party may terminate (and AT&T may suspend and later terminate) the affected Service Components and, if the breach materially and adversely affects the entire Agreement, terminate (and AT&T may suspend and later terminate) the entire Agreement.

(b) **Materially Adverse Impact**. If AT&T revises a Service Publication, the revision has a materially adverse impact on Customer and AT&T does not effect revisions that remedy such materially adverse impact within 30 days after receipt of notice from Customer, then Customer may, as Customer's sole remedy, elect to terminate the affected Service Components on 30 days' notice to AT&T, given not later than 90 days after Customer first learns of the revision to the Service Publication. "Materially adverse impacts" do not include changes to non-stabilized pricing, changes required by governmental authority, or assessment of or changes to additional charges such as surcharges or taxes.

(c) **Internet Services**. If Customer fails to rectify a violation of the AUP within 5 days after receiving notice from AT&T, AT&T may suspend the affected Service Components. AT&T reserves the right, however, to suspend or terminate immediately when: (i) AT&T's suspension or termination is in response to multiple or repeated AUP violations or complaints; (ii) AT&T is acting in response to a court order or governmental notice that certain conduct must be stopped; or (iii) AT&T reasonably determines that (a) it may be exposed to sanctions, liability, prosecution or other adverse consequences under applicable law if AT&T were to allow the violation to continue; (b) such violation may harm or interfere with the integrity, normal operations or security of AT&T's network or networks with which AT&T is interconnected or may interfere with another customer's use of AT&T services or the Internet; or (c) such violation otherwise presents an imminent risk of harm to AT&T, AT&T's customers or its or their respective employees.

(d) **Fraud or Abuse.** AT&T may terminate or suspend an affected Service or Service Component and, if the activity materially and adversely affects the entire Agreement, terminate or suspend the entire Agreement, immediately by providing Customer with as much advance notice as is reasonably practicable under the circumstances if Customer, in the course of breaching the Agreement: (i) commits a fraud upon AT&T; (ii) uses the Service to commit a fraud upon another party; (iii) unlawfully uses the Service; (iv) abuses or misuses AT&T's network or Service; or (v) interferes with another customer's use of AT&T's network or services.

(e) **Infringing Services.** If the options described in Section 7.3 (Infringing Services) are not reasonably available, AT&T may at its option terminate the affected Services or Service Components without liability other than as stated in Section 7.1 (AT&T's Obligations).

(f) **Hazardous Materials.** If AT&T encounters any Hazardous Materials at the Site, AT&T may terminate the affected Services or Service Components or may suspend performance until Customer removes and remediates the Hazardous Materials at Customer's expense in accordance with applicable law.

8.3 **Effect of Termination.**

(a) Termination or suspension by either party of a Service or Service Component does not waive any other rights or remedies a party may have under this Agreement and will not affect the rights and obligations of the parties regarding any other Service or Service Component.

(b) If a Service or Service Component is terminated, Customer will pay all amounts incurred prior to the effective date of termination.

8.4 **Termination Charges.**

(a) If Customer terminates this Agreement or an affected Service or Service Component for cause in accordance with the Agreement or if AT&T terminates a Service or Service Component other than for cause, Customer will not be liable for the termination charges set forth in this Section 8.4.

(b) If Customer or AT&T terminates a Service or Service Component prior to Cutover other than as set forth in Section 8.4(a), Customer (i) will pay any pre-Cutover termination or cancellation charges set out in a Pricing Schedule or Service Publication, or (ii) in the absence of such specified charges, will reimburse AT&T for time and materials incurred prior to the effective date of termination, plus any third party charges resulting from the termination.

(c) If Customer or AT&T terminates a Service or Service Component after Cutover other than as set forth in Section 8.4(a), Customer will pay applicable termination charges as follows: (i) 50% (unless a different amount is specified in the Pricing Schedule) of any unpaid recurring charges for the terminated Service or Service Component attributable to the unexpired portion of an applicable Minimum Payment Period; (ii) if termination occurs before the end of an applicable Minimum Retention Period, any associated credits or waived or unpaid non-recurring charges; and (iii) any charges incurred by AT&T from a third party (*i.e.*, not an AT&T Affiliate) due to the termination. The charges set forth in Sections 8.4(c)(i) and (ii) will not apply if a terminated Service Component is replaced with an upgraded Service Component at the same Site, but only if the Minimum Payment Period or Minimum Retention Period, as applicable, (the "Minimum Period") and associated charge for the replacement Service Component are equal to or greater than the corresponding Minimum Period and associated charge for the terminated Service Component, respectively, and if the upgrade is not restricted in the applicable Service Publication.

(d) In addition, if Customer terminates a Pricing Schedule that has a MARC, Customer will pay an amount equal to 50% of the unsatisfied MARC for the balance of the Pricing Schedule Term.

9. IMPORT/EXPORT CONTROL

Neither party will use, distribute, transfer or transmit any equipment, services, software or technical information provided under this Agreement (even if incorporated into other products) except in compliance with all applicable import and export laws, conventions and regulations.

10. MISCELLANEOUS PROVISIONS

10.1 **Publicity.** Neither party may issue any public statements or announcements relating to the terms of this Agreement or to the provision of Services without the prior written consent of the other party.

10.2 **Trademarks.** Each party agrees not to display or use, in advertising or otherwise, any of the other party's trade names, logos, trademarks, service marks or other indicia of origin without the other party's prior written consent, which consent may be revoked at any time by notice.

10.3 **Independent Contractor.** Each party is an independent contractor. Neither party controls the other, and neither party nor its Affiliates, employees, agents or contractors are Affiliates, employees, agents or contractors of the other party.

10.4 **Force Majeure.** Except for payment of amounts due, neither party will be liable for any delay, failure in performance, loss or damage due to fire, explosion, cable cuts, power blackout, earthquake, flood, strike, embargo, labor disputes, acts of civil or military authority, war, terrorism, acts of God, acts of a public enemy, acts or omissions of carriers or suppliers, acts of regulatory or governmental agencies or other causes beyond such party's reasonable control.

10.5 **Amendments and Waivers.** Any supplement to or modification or waiver of any provision of this Agreement must be in writing and signed by authorized representatives of both parties. A waiver by either party of any breach of this Agreement will not operate as a waiver of any other breach of this Agreement.

10.6 **Assignment and Subcontracting.**

(a) Customer may, without AT&T's consent but upon notice to AT&T, assign in whole or relevant part its rights and obligations under this Agreement to a Customer Affiliate. AT&T may, without Customer's consent, assign in whole or relevant part its rights and obligations under this Agreement to an AT&T Affiliate. In no other case may this Agreement be assigned by either party without the prior written consent of the other party (which consent will not be unreasonably withheld or delayed). In the case of any assignment, the assigning party shall remain financially responsible for the performance of the assigned obligations.

(b) AT&T may subcontract to an Affiliate or a third party work to be performed under this Agreement but will remain financially responsible for the performance of such obligations.

(c) In countries where AT&T does not have an Affiliate to provide a Service, AT&T may assign its rights and obligations related to such Service to a local service provider, but AT&T will remain responsible to Customer for such obligations. In certain countries, Customer may be required to contract directly with the local service provider.

10.7 **Severability**. If any portion of this Agreement is found to be invalid or unenforceable or if, notwithstanding Section 10.11 (Governing Law), applicable law mandates a different interpretation or result, the remaining provisions will remain in effect and the parties will negotiate in good faith to substitute for such invalid, illegal or unenforceable provision a mutually acceptable provision consistent with the original intention of the parties.

10.8 **Injunctive Relief**. Nothing in this Agreement is intended to or should be construed to prohibit a party from seeking preliminary or permanent injunctive relief in appropriate circumstances from a court of competent jurisdiction.

10.9 **Legal Action**. Any legal action arising in connection with this Agreement must be filed within two (2) years after the cause of action accrues, or it will be deemed time-barred and waived. The parties waive any statute of limitations to the contrary.

10.10 **Notices**. Any required notices under this Agreement shall be in writing and shall be deemed validly delivered if made by hand (in which case delivery will be deemed to have been effected immediately), or by overnight mail (in which case delivery will be deemed to have been effected one (1) business day after the date of mailing), or by first class pre-paid post (in which case delivery will be deemed to have been effected five (5) days after the date of posting), or by facsimile or electronic transmission (in which case delivery will be deemed to have been effected on the day the transmission was sent). Any such notice shall be sent to the office of the recipient set forth on the cover page of this Agreement or to such other office or recipient as designated in writing from time to time.

10.11 **Governing Law**. This Agreement will be governed by the law of the State of New York, without regard to its conflict of law principles, unless a regulatory agency with jurisdiction over the applicable Service applies a different law. The United Nations Convention on Contracts for International Sale of Goods will not apply.

10.12 **Compliance with Laws**. Each party will comply with all applicable laws and regulations and with all applicable orders issued by courts or other governmental bodies of competent jurisdiction.

10.13 **No Third Party Beneficiaries**. This Agreement is for the benefit of Customer and AT&T and does not provide any third party (including Users) the right to enforce it or to bring an action for any remedy, claim, liability, reimbursement or cause of action or any other right or privilege.

10.14 **Survival**. The respective obligations of Customer and AT&T that by their nature would continue beyond the termination or expiration of this Agreement, including the obligations set forth in Section 5 (Confidential Information), Section 6 (Limitations of Liability and Disclaimers) and Section 7 (Third Party Claims), will survive such termination or expiration.

10.15 **Agreement Language**. The language of this Agreement is English. If there is a conflict between this Agreement and any translation, the English version will take precedence.

10.16 **Entire Agreement**. This Agreement constitutes the entire agreement between the parties with respect to its subject matter. Except as provided in Section 2.4 (License and Other Terms), this Agreement supersedes all other agreements, proposals, representations, statements and understandings, whether written or oral, concerning the Services or the rights and obligations relating to the Services, and the parties disclaim any reliance thereon. This Agreement will not be modified or supplemented by any written or oral statements, proposals, representations, advertisements, service descriptions or purchase order forms not expressly set forth in this Agreement.

11. DEFINITIONS

"**Affiliate**" of a party means any entity that controls, is controlled by or is under common control with such party.

"**API**" means an application program interface used to make a resources request from a remote implementer program. An API may include coding, specifications for routines, data structures, object classes, and protocols used to communicate between programs.

"**AT&T Software**" means software, including APIs, and all associated written and electronic documentation and data owned by AT&T and licensed by AT&T to Customer. AT&T Software does not include software that is not furnished to Customer.

"**Customer Personal Data**" means information that identifies an individual, that Customer directly or indirectly makes accessible to AT&T and that AT&T collects, holds or uses in the course of providing the Services.

"**Cutover**" means the date Customer's obligation to pay for Services begins.

"**Effective Date**" of a Pricing Schedule means the date on which the last party signs the Pricing Schedule unless a later date is required by regulation or law.

"**MARC-Eligible Charges**" means the recurring and usage charges (including amounts calculated from unpaid charges that are owed under Section 8.4(c)(i)), after deducting applicable discounts and credits (other than outage or SLA credits), that AT&T charges Customer for the Services identified in the applicable Pricing Schedule as MARC-contributing. The following are not MARC-Eligible Charges: (a) charges for or in connection with Customer's purchase of equipment; (b) taxes; and (c) charges imposed in connection with governmentally imposed costs or fees (such as USF, PICC, payphone service provider compensation, E911 and deaf relay charges).

"**Minimum Payment Period**" means the Minimum Payment Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to pay recurring charges for the Service Component.

"**Minimum Retention Period**" means the Minimum Retention Period identified for a Service Component in a Pricing Schedule or Service Publication during which Customer is required to maintain service to avoid the payment (or repayment) of certain credits, waived charges or amortized charges.

"**Purchased Equipment**" means equipment or other tangible products Customer purchases under this Agreement, including any replacements of Purchased Equipment provided to Customer. Purchased Equipment also includes any internal code required to operate such Equipment. Purchased Equipment does not include Software but does include any physical media provided to Customer on which Software is stored.

"**Service Component**" means an individual component of a Service provided under this Agreement.

"**Service Publications**" means Tariffs, Guidebooks, Service Guides and the AUP.

"**Site**" means a physical location, including Customer's collocation space on AT&T's or its Affiliate's or subcontractor's property, where AT&T installs or provides a Service.

"**Software**" means AT&T Software and Vendor Software.

"**Third-Party Service**" means a service provided directly to Customer by a third party under a separate agreement between Customer and the third party.

"**Vendor Software**" means software, including APIs, and all associated written and electronic documentation and data AT&T furnishes to Customer, other than AT&T Software.

at&t

AT&T Managed Internet Service
AT&T Business Voice over IP (VoIP) Service
Addendum to Pricing Schedules
For The MIS-BVoIP Promotion

Customer	**AT&T**	**AT&T Sales Contact** ☐ **Primary Contact**
CITY OF DEPERE Street Address: 325 S BROADWAY City: DE PERE State/Province: WI Zip Code: 54115 Country: USA	AT&T Corp.	Name: JEFF SCOTT Street Address: 16025 NORTHLAND DR City: SOUTHFIELD State/Province: MI Zip Code: 48075 Country: USA Telephone: 2482056630 Fax: 2484230859 Email: js0552@us.att.com Sales/Branch Manager: Tim O'Brien SCVP Name: Sales Strata: ABS Sales Sales Region: Eastern
Customer Contact (for notices)	**AT&T Contact (for notices)**	**AT&T Solution Provider or Representative Information (if applicable)** ☐
Name: Peter Smith Title: Information Technology Administr Street Address: 325 S BROADWAY City: DE PERE State/Province: WI Zip Code: 54115 Country: United States Telephone: 9206218594 Fax: Email: psmith@mail.de-pere.org	Street Address: 16025 NORTHLAND DR City: SOUTHFIELD State/Province: MI Zip Code: 48075 With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com	

This Promotional Addendum is an Addendum to the AT&T Managed Internet Service ("MIS") Pricing Schedule and AT&T Business VoIP Service ("BVoIP") Pricing Schedule to the Agreement between AT&T and Customer referenced above. MIS and BVoIP are referred to collectively herein as the "Services". This Promotional Addendum is applicable to the following BVoIP Service(s):

- ☐ IP Flexible Reach – Calling Plan A
- ☐ IP Flexible Reach – Calling Plan B
- ☒ IP Flexible Reach – Calling Plan C
- ☐ Voice DNA

The rates set forth in the Pricing Schedules for the Services will apply only if Customer maintains both Services at the following Site(s), for the applicable Minimum Payment Period (the "Promotional Site(s)"):

Site(s)
335 S BROADWAY, DEPERE, WI

If Customer terminates either or both Services at a Promotional Site(s) prior to the expiration of the Minimum Payment Period, AT&T shall charge the Customer, and Customer agrees to pay, the then-applicable AT&T list rate for the terminated Service, repriced retroactively to the activation date of the terminated Promotional Site(s).

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T MA Reference No. ____________

CSM130403121150

AT&T MANAGED INTERNET SERVICE
PRICING SCHEDULE

Customer	**AT&T**
CITY OF DEPERE Street Address: 325 S BROADWAY City: DE PERE State/Province: WI Zip Code: 54115 Country: USA	AT&T Corp.
Customer Contact (for notices)	**AT&T Sales Contact Information and for Contract Notices** ☐ **Primary AT&T Contact**
Name: Peter Smith Title: Information Technology Administr Street Address: 325 S BROADWAY City: DE PERE State/Province: WI Zip Code: 54115 Country: United States Telephone: 9206218594 Fax: Email: psmith@mail.de-pere.org Customer Account Number or Master Account Number:	Name: JEFF SCOTT Street Address: 16025 NORTHLAND DR City: SOUTHFIELD State/Province: MI Zip Code: 48075 Country: USA Telephone: 2482056630 Fax: 2484230859 Email: js0552@us.att.com Sales/Branch Manager: Tim O'Brien SCVP Name: Sales Strata: ABS Sales Sales Region: Eastern With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

CSM130403121150

1. SERVICES

Service	
AT&T Managed Internet Service (MIS)	http://new.serviceguide.att.com/portals/sgportal.portal?_nfpb=true&_pageLabel=mis_page
AT&T Bandwidth Services	http://new.serviceguide.att.com/index.jsp?sg=bws

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 Months

Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule

Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

4. GRANDFATHERING AND WITHDRAWAL

Availability of Service Components is subject to grandfathering and withdrawal per the Service Guide.

5. RATES (US Mainland, and HI only)

Section I: AT&T Managed Internet Service Access Bandwidth -

Table 1: Tiered T-1, NxT-1, E-1 And Frame

Access Method	Speed	MIS Monthly Service Fee List Price	MIS w/ Managed Router Monthly Service Fee List Price	Discount
N/A	56/64 Kbps†	$190	$260	N/A
T-1	128 Kbps†	$225	$295	N/A
T-1	256 Kbps†	$280	$350	N/A
T-1	384 Kbps†	$335	$405	N/A
T-1	512 Kbps†	$390	$460	N/A
T-1	768 Kbps†	$410	$480	N/A
T-1 – Frame*	1024 Kbps*	$425	$495	N/A
T-1	T-1	$470	$540	80.0 %
E-1*	E-1	$470	$540	N/A
2xT-1	3 Mbps	$850	$1,145	80.0 %
3xT-1	4.5 Mbps	$1,100	$1,395	80.0 %
4xT-1	6 Mbps	$1,250	$1,545	80.0 %
5xT-1	7.5 Mbps	$1,480	$2,360	80.0 %
6xT-1	9 Mbps	$1,715	$2,595	80.0 %
7xT-1	10.5 Mbps	$1,915	$2,795	80.0 %
8xT-1	12 Mbps	$2,190	$3,070	80.0 %

* Not available with MPLS PNT
†Available only with MPLS PNT Feature
v.2.3.05

Table 2: Burstable T-1

Discount: : N/A

Sustained Usage	Undiscounted MIS Monthly Service Fee	Undiscounted MIS w/Managed Router Monthly Service Fee
up to 128kbps	$270	$340
128.01 - 256 Kbps	$340	$410
256.01 - 384 Kbps	$405	$475
384.01 - 512 Kbps	$470	$540
512.01 Kbps - 1.544 Mbps	$565	$635

v.2.3.05

Table 3: DNS Services

Option	Monthly Service Fee
Additional Primary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	$100 per DNS increment
Additional Secondary DNS (available in increments of up to 15 zones with a maximum of 150 Kilobytes of zone file data)	$100 per DNS increment

v.07.01.04

Table 4: Multiple Access Redundancy Option (MARO) - Burstable T-1 with Shadow Billing Option

Discount: N/A

Sustained Usage	MIS w/Managed Router Undiscounted Monthly Service Fee
Up to 56 Kbps For MARO Redundant Link Service Only (Shadow Billing)	$170
up to 128kbps	$340
128.01 - 256 Kbps	$410
256.01 - 384 Kbps	$475
384.01 - 512 Kbps	$540
512.01 Kbps - 1.544 Mbps	$635

v.2.20.06

Table 5: Redundancy Features - Monthly Service Fees

Option	Monthly Service Fee List Price	Service Component Discount
Alternate Backbone Node Option -additional charges via Private Line, per Service Component	T-1: $500	N/A
	NxT1: $500 per T-1	
CPE Redundant Configuration Option - Per Service Component	T-1: $120	N/A
	NxT-1: $350	
MARO Backbone Node Redundancy Option - additional charges via Private Line, per Redundant Link	$500 per T-1 Redundant Link	N/A
MARO Outbound Load Balancers (2) Option (Dual Managed Customer Routers)	T1 & NXT-1: $350	N/A

v.2.3.05

Table 6: MARO Features - Installation Fees

Discount: **0.0 %**

Option	Undiscounted Installation Fee List Price MIS & MIS w/Managed Router
MARO - Outbound Load Balancers (2) (Dual Managed Customer Routers)	$1000

v.2.6.05

Table 7: MIS Tele – Installation

Discount: 100.0 %

MIS Speed	Undiscounted MIS	Undiscounted MIS w/ Managed Router
56 Kbps	$1,000	$1,000
128 Kbps - 1.5 Mbps	$1,000	$1,000
NxT-1	$2,500	$2,500

v.12.10.07

Table 8: On-Site Installation

Discount: 0.0 %

MIS Speed	Undiscounted MIS w/ Managed Router Only
56 Kbps	$999
128 Kbps - 1.5 Mbps	$999
NxT-1	$999

v.12.10.07

Table 9: Class Of Service Option - Tiered T-1 and Burstable Service - Monthly Service Fees

Discount: 62.0 %

Speed	Class of Service Monthly Fee – List Price* (w/ or w/out Managed Router, except as indicated)
56 Kbps†	$225
128 Kbps†	$225
256 Kbps†	$225
384 Kbps†	$225
512 Kbps†	$225
768 Kbps	$225
1024 Kbps**	$225
1.5 Mbps	$225
2xT-1 (3 Mbps)	$225
3xT-1 (4.5 Mbps)	$225
4xT-1 (6 Mbps)	$225
5xT-1 (7.5 Mbps)	$225
6xT-1 (9 Mbps)	$225
7xT-1 (10.5 Mbps)	$225
8xT-1 (12 Mbps)	$225

* Charges waived for Sites with AT&T BVoIP Service
** Not available with MPLS PNT
(†) no real-time class available
v.6.1.06

Table 10: Class Of Service Option - Installation Fees

Discount: 100.0 %

Class of Service Undiscounted Installation Fee*	$1,000

*Charges waived for Sites with AT&T BVoIP Service
v.2.3.05

Table 11: MIS+NCS Option

Discount: N/A

Feature	Undiscounted Monthly Service Fee MIS Only
MIS + NCS Site License Fee (3 yr)	$1,200
MIS + NCS Site License Fee (5 yr)	$1,050

MIS + NCS Tier 1 Support	$100

v.04.29.02

Table 12: MIS + NCS Installation Fees

Discount: 0.0 %

Feature	Undiscounted Installation Fee List Price MIS
MIS + NCS Site Preparation Fee	$2,500

v.2.3.05

Table 13: MPLS PNT Feature

Discount: : N/A

Access Method	Speed	Undiscounted Monthly Service Fee MIS & MIS w/Managed Router
Private Line Fractional T-1 (56K – 768K)	Fractional T-1 (56K – 768K)	$200
Private Line NxT-1 (2 through 8)	Private Line NxT-1 (3 Mbps – 12 Mbps)	$200
Private Line T1	T-1 (1.54 Mbps)	$200

v.9/28/05

Table 14: MPLS PNT UniLink Feature

Discount: N/A

Access Method	Speed	Undiscounted Monthly Service Fee MIS PNT, and MIS PNT with Managed Router
Private Line T-1	T-1 (1.54 Mbps) Burstable T1	$200

v.04.15.05

Table 15: MultiCast Monthly Service Fee

N/A

MultiCast Monthly Service Fee	ICB

Table 16: MultiCast Installation

N/A

MultiCast Installation Fee	ICB

Section II: AT&T Business in a Box[SM]

Table 1: Service Component Replacement – Next Business Day Shipped (5x8) Monthly Charges

Discount: N/A

Service Component/Device	Undiscounted Monthly Service Charge
Base Unit 12 Port	$50
Base Unit 24 Port	$70
8 Port POE Add-On	$30
24 Port POE Add-On	$75
8 Port Analog Module Add-On	$35

v.5.14.09

Table 2: On-Site Maintenance (24X7X4) Monthly Charges

Discount: N/A

Option	Undiscounted Monthly Service Charge
Base Unit 12 Port	$75
Base Unit 24 Port	$95

8 Port POE Add-On	$35
24 Port POE Add-On	$85
8 Port Analog Module Add-On	$40

v.5.14.09

Table 3: Life-Cycle Management Charges - Service Charges

Discount: N/A

Per Site / Per Occurrence during Standard Business Hours (Monday- Friday, 8:00 am- 5:00 pm, local time)	**Undiscounted Service Charge List Price**
Move, Addition, Change to Service	$260
Delete Service	$500

v. 5.14.09

Table 4: Class Of Service Option - when ordered with AT&T BVoIP Services only

Discount: 100%

Class of Service Monthly Service Fee	$225

v.1.9.09

Section III: Additional Service Fees

Moving Fee (during hours)	$1,000 per location
Additional Moving Fee (outside standard operating hours – 8:00 a.m. to 5:00 p.m. Monday through Friday)	Additional $500 per location

v.07/01/04

AT&T MA Reference No. null
CON130403125651

AT&T IP Flexible Reach, AT&T IP Toll-Free and AT&T Voice DNA®
Pricing Schedule

Customer	**AT&T**
CITY OF DEPERE Street Address: 325 S BROADWAY City: DE PERE State/Province: WI Zip Code: 54115 Country: USA	AT&T Corp.
Customer Contact (for notices)	**AT&T Sales Contact Information and for Contract Notices** ☐ **Primary AT&T Contact**
Name: Peter Smith Title: Information Technology Administr Street Address: 325 S BROADWAY City: DE PERE State/Province: WI Zip Code: 54115 Country: United States Telephone: 9206218594 Fax: Email: psmith@mail.de-pere.org Customer Account Number or Master Account Number:	Name: JEFF SCOTT Street Address: 16025 NORTHLAND DR City: SOUTHFIELD State/Province: MI Zip Code: 48075 Country: USA Telephone: 2482056630 Fax: 2484230859 Email: js0552@us.att.com Sales/Branch Manager: Tim O'Brien SCVP Name: Sales Strata: ABS Sales Sales Region: Eastern With a copy to: AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com
AT&T Solution Provider or Representative Information (if applicable) ☐	
Name: Company Name: Agent Street Address: City: State: Zip Code: Country: Telephone: Fax: Email: Agent Code	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

The undersigned, on behalf of Customer, acknowledges that Customer has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found in the SG Library accessible at http://new.serviceguide.att.com. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Customer's location in the automatic location information database

Customer (by its authorized representative)	**AT&T** (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

AT&T IP Flexible Reach, AT&T IP Toll-Free and AT&T Voice DNA®
Pricing Schedule

1. SERVICES

Service (US only)	Service Publication Location
AT&T IP Flexible Reach	http://new.serviceguide.att.com/ SG Library AT&T Business Voice over IP Services

2. PRICING SCHEDULE TERM AND EFFECTIVE DATES

Pricing Schedule Term	36 Months
Pricing Schedule Term Start Date	Effective Date of this Pricing Schedule
Effective Date of Rates and Discounts	Effective Date of this Pricing Schedule

3. MARC

MARC under this Pricing Schedule	None

MARC required to exist under Customer's other AT&T Pricing Schedule or agreement with AT&T for the discounts under this Pricing Schedule to be effective.	

4. MINIMUM PAYMENT PERIOD

Service Components	Percent of Monthly Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

5. ADDITIONAL TERMS AND CONDITIONS

5.1 White Pages, Yellow Pages, Directory Assistance

White Pages, Yellow Pages and Directory Assistance database listings are subject to (1) rules, regulations, guidelines and requirements of Business Directory Publishers and Directory Assistance providers, including but not limited to AT&T Affiliates, relating to the information which may, may not or must be included in listings, and (2) federal, state and local laws, ordinances and regulations, including those relating to deceptive practices and deceptive advertising. Customer (not AT&T) is solely responsible for complying with (1) and (2). If Customer supplies information to AT&T that, according to the Business Directory Publisher or Directory Assistance provider or otherwise, violates (1) or does or may violate (2), Customer understands that its listing information may, without advance notice, be rejected or removed from White Pages, Yellow Pages and Directory Assistance databases, and Customer will indemnify and hold AT&T and its Affiliates harmless from any and all losses, liability, damages, fines, claims, costs or expenses (including attorneys' fees) of any kind, suffered by AT&T, by any AT&T Affiliate, by Customer or by any third party as a result of Customer's breach of its obligation.

**AT&T IP Flexible Reach, AT&T IP Toll-Free and AT&T Voice DNA®
Pricing Schedule**

6. RATES AND DISCOUNTS

Discounts are applied to the applicable Service Publication rates.

OTC=One Time Charge

MRC=Monthly Recurring Charge

1. Common Billable Elements

Table A: Common Plan Elements			
Item	**Type of Charge**	**Element Discount**	**AT&T IPTF Bundled Discount**
US Off-Net Calling Charge	Per Usage	20.0 %	0%
International (Non-US) Off-Net Calling Charge	Per Usage	20.0 %	0%

2. Calling Plan Discounts

Table A: Calling Plan A (IP Long Distance Only)			
Item	**Type of Charge**	**Calling Plan Discount**	**AT&T IPTF Bundled Discount**
Calling Plan Setup Fee	OTC per Site	0%	0%
Calling Plan Charge	MRC, per Concurrent Call	0%	0%

Table B: Calling Plan B (IP Local and IP Long Distance)			
Item	**Type of Charge**	**Calling Plan Discount**	**AT&T IPTF Bundled Discount**
Calling Plan Setup Fee	OTC per Site	0%	0%
Calling Plan Charge*	MRC, per Concurrent Call	0%	0%
Telephone Number Charge	MRC, per Number	0%	0%

* This charge is waived for all Voice DNA Sites.

Table C: Calling Plan C (IP Local and IP Long Distance Bundle)			
Item	**Type of Charge**	**Calling Plan Discount**	**AT&T IPTF Bundled Discount**
Calling Plan Setup Fee	OTC per Site	100.0 %	0%
Calling Plan Charge	MRC, per Concurrent Call	75.0 %	0%
Telephone Number Charge	MRC, per Number	100.0 %	0%

Table D: Calling Plan G (AT&T IP Toll-Free Only)			
Item	**Type of Charge**	**Calling Plan Discount**	**AT&T IPTF Bundled Discount**
AT&T IPTF Calling Plan Setup Fee	OTC, per Site	0%	0%
AT&T IPTF Calling Plan Charge	MRC, per Concurrent Call	0%	0%
AT&T IPTF Calling Charge – US Interstate	Usage	0%	0%
AT&T IPTF Calling Charge – US Intrastate	Usage	0%	0%

AT&T IP Flexible Reach, AT&T IP Toll-Free and AT&T Voice DNA®
Pricing Schedule

Table D: Calling Plan G (AT&T IP Toll-Free Only)			
AT&T IPTF Calling Charge – Canada to US	Usage	0%	0%
AT&T IPTF Calling Charge – US to Non-US	Usage	0%	0%
AT&T IPTF Calling Charge – Canada to Non-US	Usage	0%	0%

Table D: Calling Plan G (AT&T IP Toll-Free Only)			
Routing Arrangement (APN) Charge	MRC	0%	0%

Table B1: AT&T IP Toll-Free US to Non-US Discounts Calling Plan G - Calls from the US		
The discounts below replace the AT&T IPTF Calling Charge – US to Non-US – Calling Plan Discount and Bundled Discounts specified in the table entitled "AT&T IP Toll-Free Calling Plan Discounts – Sites in US" for the specified countries only.		
Item	**Type of Charge**	**Discount**
AT&T IPTF Calling Charge – US to	Per Usage	
AT&T IPTF Calling Charge – US to	Per Usage	
AT&T IPTF Calling Charge – US to	Per Usage	
AT&T IPTF Calling Charge – US to	Per Usage	

Table B2: AT&T IP Toll-Free Canada to Non-US Discounts Calling Plan G - Calls from Canada		
The discounts below replace the AT&T IPTF Calling Charge – Canada to Non-US – Calling Plan Discount and Bundled Discounts specified in the table entitled "AT&T IP Toll-Free Calling Plan Discounts – Sites in US" for the specified countries only.		
Item	**Type of Charge**	**Discount**
AT&T IPTF Calling Charge – Canada to	Per Usage	
AT&T IPTF Calling Charge – Canada to	Per Usage	
AT&T IPTF Calling Charge – Canada to	Per Usage	
AT&T IPTF Calling Charge – Canada to	Per Usage	

3. **AT&T IP Transfer Connect Features (available for specified services only)**

Table A: AT&T IP Transfer Connect Features		
Item	**Type of Charge**	**Discount**
IP Courtesy Transfer	OTC	0%
IP Courtesy Transfer	MRC	0%
IP Redirect / IP Redirect with Data Forwarding	OTC	0%
IP Redirect / IP Redirect with Data Forwarding	Usage	0%
IP InfoPack	OTC	0%
IP InfoPack	MRC	0%

AT&T IP Flexible Reach, AT&T IP Toll-Free and AT&T Voice DNA®
Pricing Schedule

1.0 Miscellaneous Charges

Table A: VoIP Module Card (applies only if AT&T MIS is the Underlying Transport Service, and Customer is using a TDM PBX)			
Item	**Type of Charge**	**Element Discount**	**AT&T IPTF Bundled Discount**
VoIP Module Card (if applicable)	MRC, per Concurrent Call (where the list price will vary by number of Concurrent Calls)	100.0 %	0%

Table B: Help Desk and VQM Charges (apply only if AT&T VPN is the Underlying Transport Service)		
Item	**Type of Charge**	**Element Discount**
Help Desk Service Charge (not applicable)	MRC per Site	100.0 %
Equipment Setup Fee (optional)	OTC, per Site	100.0 %
VQM Charge (small)	MRC per Site	100.0 %
VQM Charge (medium)	MRC per Site	100.0 %
VQM Charge (large)	MRC, per Site	100.0 %
VQM Charge (x large)	MRC, per Site	100.0 %

Table C: AT&T IP Flexible Reach and AT&T IP Toll-Free Hardware-impacting Move/Add/Change/Delete (MACD) Charges (applies only if AT&T VPN is the Underlying Transport Service)		
Item	**Type of Charge**	**Element Discount**
Concurrent Call Change Charge (only if a VQM change is also required)	OTC per occurrence	0%

V. AT&T Voice DNA®

Table A: AT&T Voice DNA Basic Charges		
Item	**Type of Charge**	**Discount**
AT&T Voice DNA Setup Fee	OTC, per Site	0%
Auto Attendant Setup Fee	OTC, per Auto Attendant	0%
Voice DNA VOIP Demarc / Site Survivability Setup Fee	OTC, per Site	0%

Table B: Feature Packages (each User must have a feature package)		
Item	**Type of Charge**	**Discount**
Standard	MRC, Per Quantity	0%
Enhanced	MRC, Per Quantity	0%

AT&T IP Flexible Reach, AT&T IP Toll-Free and AT&T Voice DNA®
Pricing Schedule

Premium	MRC, Per Quantity	0%

Table C1: Additional Features		
Item	**Type of Charge**	**Discount**
Auto Attendant	MRC, Per Quantity	0%
Audio Conferencing	MRC, Per Quantity	0%
Attendant Console	MRC, Per Quantity	0%
Call Distribution Module	MRC, Per Quantity	0%

AT&T IP Flexible Reach, AT&T IP Toll-Free and AT&T Voice DNA®
Pricing Schedule

Table C2: Voice DNA VoIP DeMarc / Site Survivability Features		
Item	**Type of Charge**	**Discount**
VOIP Demarc / Site Survivability	MRC, Per Quantity	0%
MID-HA	OTC, Per Quantity	0%
MID-HA	MRC, Per Quantity	0%
MID-HA EM46	OTC, Per Quantity	0%
MID-HA EM46	MRC, Per Quantity	0%
MID-HA EM53	OTC, Per Quantity	0%

Table D: AT&T Remote Worker/Remote Site		
Item	**Type of Charge**	**Discount**
Home Office Router with QoS (AT&T NetGate™ Standard)	MRC, per Site	0%
Home Office Router with QoS and Single Voice Tunnel (AT&T NetGate™ Standard)	MRC, per Site	0%
Small Office Router with QoS (AT&T NetGate™ High End)	MRC, per Site	0%
Small Office Router with QoS and Single Voice Tunnel (AT&T NetGate™ High End or Cisco)	MRC, per Site	0%
Remote Worker Tunnel Software	MRC, per Site	0%
Remote Worker Tunnel Software Setup Fee	OTC, per Site	0%

7. ADDITIONAL AT&T VDNA TERMS

7.1 Purchased Equipment and Maintenance
This section is applicable only to AT&T VDNA customers purchasing AT&T VDNA equipment as further described in the Service Guide.

7.1.1 "Purchased Equipment" means hardware or software provided to Customer under this Pricing Schedule. "Manufacturer-Provided Maintenance" refers to equipment maintenance provided by the equipment manufacturer under a separate agreement between Customer and the equipment manufacturer. The manufacturer is solely responsible for the provision of the Manufacturer-Provided Maintenance services. AT&T's sole responsibility is to place orders for such Manufacturer-Provided Maintenance on Customer's behalf and to invoice Customer for the Manufacturer-Provided Maintenance.

7.1.2 Orders
Order means an order for Purchased Equipment, implementation Services or Maintenance, including a Statement of Work (SOW) and a request to change an Order, that Customer submits to AT&T in writing (or other method specifically authorized by AT&T). AT&T reserves the right not to accept any Order. No terms and conditions, or other language contained in any Customer-supplied document or purchase order shall apply. To cancel an Order, Customer must, subject to AT&T's costs and expenses and any restocking fees, provide AT&T reasonable written notice before shipment. Orders for Maintenance may not be cancelled once placed with AT&T's Maintenance vendor.

7.1.3 Shipping Charges

Standard Shipping Charges*	Actual Cost

*In the alternative, Customer may be responsible for shipment and risk of loss by providing AT&T the identification of Customer's shipper, account information, and method of shipment.

7.1.4 Delivery Schedule, Title, Risk of Loss and Acceptance
Title to and risk of loss of Equipment passes to Customer upon delivery to carrier by manufacturer or supplier. Equipment is deemed accepted by Customer upon passage of title and risk of loss. AT&T is dependent upon the manufacturer or supplier and cannot guarantee availability or firm delivery dates.

7.1.5 Invoicing
AT&T may invoice Customer for the Purchased Equipment upon shipment, and for Maintenance upon AT&T's acceptance of Customer's Order. AT&T shall retain a Purchase Money Security Interest in each item of Purchased Equipment purchased under this Pricing Schedule until Customer pays all sums due on all Orders. Customer appoints AT&T as Customer's agent to sign and file a financing statement to perfect AT&T's security interest.

7.1.6 Workmanship and Acceptance

The provision of implementation Services shall be performed in a workmanlike manner meeting commercial industry standards in the field to which the work pertains. Customer must identify any non-conforming implementation Services within five (5) business days following their completion. If Customer does not within five (5) business days sign the acceptance document AT&T presents or provide written notice
to AT&T identifying any non-conforming implementation Services,. Customer is deemed to have accepted the implementation Services. AT&T may invoice implementation Services upon acceptance.

7.1.7 Delays

If there is a delay in providing implementation Services not caused by AT&T, Customer may incur additional costs, including labor costs.

7.1.8 Remote Access

Customer must provide remote access to equipment during installation and maintenance for trouble isolation, monitoring and resolution. Customer may satisfy this requirement: (i) by providing in-band or out-of-band connection; (ii) providing technical personnel on Site; or (iii) as otherwise described in the Service Guide.

7.1.9 Services Vendor

If an AT&T Vendor necessary for the delivery of Services ceases to provide all or a portion of such Services, either Party may terminate the affected portion of the Services, and Customer will receive a pro-rata refund of any amounts prepaid for such terminated Services.

7.1.10 Maintenance Charges

AT&T may invoice Maintenance charges in full in advance of the term for Maintenance Services and are non-refundable, either by way of cash or credits. Orders for Maintenance may not be cancelled once placed with AT&T's Maintenance vendor.

7.1.11 Infringement
AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON PURCHASED EQUIPMENT OR MAINTENANCE FURNISHED UNDER THIS PRICING SCHEDULE.

7.1.12 Warranty Disclaimer
ALL PURCHASED EQUIPMENT AND MAINTENANCE IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS; HOWEVER, ANY WARRANTIES PROVIDED BY THE MANUFACTURER TO CUSTOMER ON PURCHASED EQUIPMENT SHALL VEST IN CUSTOMER IN ACCORDANCE WITH THE` MANUFACTURER'S WARRANTY TERMS; THE MANUFACTURER AND NOT AT&T IS RESPONSIBLE FOR ANY SUCH WARRANTIES.

7.1.13 Purchased Equipment Returns

(a) Warranty Returns. If Purchased Equipment qualifies for a Warranty Return during the stated warranty period, Customer must obtain a Return Material Authorization ("RMA") and instructions from the manufacturer or supplier, and AT&T can facilitate the process for the Customer by obtaining the RMA on the Customer's behalf and providing it to the Customer . Customer must return the Purchased Equipment according to the manufacturer's or supplier's policies and instructions.
(b) Non-defective Returns. Customer must notify AT&T within fifteen (15) days following Acceptance of Purchased Equipment of its desire to return non-defective Purchased Equipment; however, any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of all costs and expenses related to the return, including, but not limited to, any manufacturer or supplier return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment.
(c) Maintenance Returns. To return Purchased Equipment covered by a Maintenance service plan, Customer must contact the maintenance provider to arrange such a return.

7.1.14 Licenses, Restrictions, Requirements
(a) Software is provided subject to the terms of the Software licensor's license agreement which is a separate agreement between Customer and the licensor. Customer must assent to and comply with the license agreement.
(b) The manufacturer or licensor of Purchased Equipment may have additional license terms or use requirements or restrictions. Customer must assent to and comply with such terms, requirements or restrictions.

7.1.14.1 Cisco Software License, Warranty, and RMA Procedures

The following is provided for Customer's convenience.
(a) For Purchased Equipment manufactured by Cisco, any Software provided therewith is subject to the Software license provided at http://www.att.com/cpe/docs/software_license.doc ("Cisco Software License"). The Cisco Software License is a separate agreement between Customer and Cisco. Customer is solely responsible for entering into and complying with the necessary Cisco Software License.

(b) For Purchased Equipment manufactured by Cisco, the applicable pass-through Purchased Equipment warranty is included by Cisco when the packaging along with the Purchased Equipment. For purposes of review only, examples of the Cisco pass-through limited warranties are provided at http://www.cisco.com/en/US/products/prod_warranties_listing.html.(c) The terms and conditions applicable to the Cisco RMA process are provided at http://www.att.com/cpe/docs/return_material_authorization.doc.

7.1.14.2 Cisco SMARTnet™ Services
Cisco SMARTnet™ services are provided directly to Customer by Cisco pursuant to the terms of the Cisco End User Support Agreement ("Cisco EUSA") provided at http://www.cisco.com/legal/cbr.htm. The Cisco EUSA is a separate agreement between Cisco and Customer. AT&T is not a party to that agreement but may invoice Customer for the charges associated with SMARTnet services. Customer is solely responsible for entering into and complying with the Cisco EUSA. Cisco is solely responsible for the provision of the SMARTnet services. Customer releases AT&T and holds AT&T harmless from and against any liability for any loss or damages, regardless of the cause of action or claim, which arise from or are relating to the SMARTnet services.

7.1.15 AT&T Maintenance Solutions for Voice DNA Sites

AT&T Maintenance Solutions ("AMS")	http://www.corp.att.com/abs/serviceguide/internet_services.html.

7.1.15.1. CERTIFICATION AND REVIEWS. Customer may purchase AMS for the DMMV equipment ("Supported Equipment").
(a) If an item of Supported Equipment is not covered by the manufacturer's warranty or by a manufacturer-approved maintenance service immediately before AT&T begins providing the AT&T-Provided Maintenance Service for the item of Supported Equipment, Customer must provide a manufacturer's certification that Supported Equipment is in working order and eligible to be included in a maintenance plan.
(b) AT&T may conduct periodic equipment reviews for additions or deletions of Supported Equipment that is being maintained, and will make any appropriate adjustments to Maintenance Services.
(c) Neither Customer nor any party other than AT&T or its designated agents may alter, repair, or maintain any Supported Equipment.

7.1.15.2 MAINTENANCE TERM AND RENEWAL
The term for Maintenance Services (the "Maintenance Term") and level of Maintenance Services is set forth in the applicable Order. Unless either Party terminates by written notice on company letterhead with a handwritten signature at least ten (10) business days prior to expiration of the then-current Maintenance Term, the Maintenance Term automatically renews for the same length as the expiring Maintenance Term. The level and price of Maintenance Service shall be the same as the then-current Maintenance Term unless AT&T provides thirty (30) days written notice prior to the expiration of the then-current Maintenance Term.

7.1.15.3 MAINTENANCE SERVICES PRICE CHANGE
AT&T also may change the price of Maintenance Services on written notice for Supported Equipment at the time it is changed, upgraded or added.

7.1.15.4 REPLACEMENT PRODUCTS; END-OF-SUPPORT; RETURN OF DEFECTIVE EQUIPMENT
(a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance.
(b) If an item of Supported Equipment is discontinued or placed at end-of-life or end-of-support status, AT&T's shall only be obligated to use commercially reasonable efforts to obtain replacement parts and provide Maintenance Service for the item of Supported Equipment for which additional charges may apply or AT&T may delete such item of Equipment from Maintenance Services and provide a pro-rata refund.
(c) AT&T will provide an RMA number for a defective part or equipment ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the RMA is generated, or Customer will be invoiced for the corresponding Replacement Product. Defective Items are the property of AT&T.

7.1.15.5 EXCLUSIONS FOR AT&T-PROVIDED MAINTENANCE SERVICES.
(a) AT&T will perform Maintenance Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from defects in or normal wear and tear to Supported Equipment ("Covered Maintenance").
(b) Covered Maintenance does not include hardware defects or software failures resulting from mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible) or resulting from fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, act of God, or any other cause whatsoever not attributable to AT&T, including: accident, theft, unexplained loss, flood, wind, war, terrorism or virus; Customer-caused programming errors in software or applications; Customer-performed system configurations; Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; Customer's failure to follow manufacturer/licensor recommendations; or repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted. Diagnostic and repair work in response to such compromises is not included in Covered Maintenance.
(c) Diagnostic and repair work AT&T performs outside of Covered Maintenance is invoiced at AT&T's prevailing rates for time and materials.

7.1.15.6 AT&T-PROVIDED MAINTENANCE SERVICES – MONTHLY PAYMENT OPTION
If Customer elects the monthly payment option for AT&T-Provided Maintenance Services, the number, frequency, and amount of payments are detailed in the Quote. Such monthly payments must be paid to AT&T Capital Services, Inc. ("AT&T Capital") in US dollars to the address specified in the invoice. If Customer fails to pay any amount when due, enters (voluntarily or involuntarily) a bankruptcy proceeding, becomes insolvent or terminates the applicable AT&T-Provided Maintenance Services other than for AT&T's material breach, all remaining scheduled payments shall become immediately due and payable, and shall be collectible immediately.

7.2 AT&T VDNA Application for Mobility Devices (AT&T VDNA ONLY)
This section is applicable only to AT&T VDNA customers.

Customer and its designated Users are eligible to download the AT&T VDNA iPhone® software (requires acceptance End User License Agreement at the time of download or prior to initial use ("AT&T VDNA Application" or "Application") under the process required by AT&T. Customer is responsible for identifying and managing the downloading and use of the Application by any User. Each User must accept the terms and conditions of the End User License Agreement between Customer and

MobileMax, Inc., the provider of the Application. Customer and its Users are further bound by the AT&T VDNA Application for Mobility Devices sections in the Service Guide.

All 911 calls dialed from a User's mobility device to which the Application has been downloaded will be routed through the AT&T wireless network to the appropriate public service answering point based on AT&T's standard E911 cellular routing policies.

iPhone® is a registered trademark of Apple Inc.

MEMORANDUM CITY OF DE PERE

Date: May 8, 2013

To: Finance/Personnel Committee

From: Peter Smith, Information Technology Administrator

Subj: Government Access Station Policy & Procedure.

The City currently operates a small government access station that is introducing new initiatives. To maintain a standard method of operations the City has established a set of policies and procedures that are consistent with typical public access stations nationwide and also fits within the legal framework of how the City government operates in general.

I recommend adopting this policy document for the City's government access station.

City of De Pere

Programming Policy and Operational Procedures for the Government Cable Access Station.

Adopted

CITY OF DE PERE
GOVERNMENT ACCESS STATION POLICY

De Pere's Governmental Access Station (DPTV) as provided for under the Cable Communications Act of 1984, Section 531, is operated and administered by the Common Council of the City of De Pere (Common Council). Programming policies are subject to the approval and review of the Common Council.

DPTV exists to:

- To offer City-County government information to citizens of the community.
- To widen the dissemination of activities of the legislative and advisory bodies and boards of the City of De Pere.
- To offer public information to the citizens of De Pere about the various functions performed by the various agencies, divisions, and departments of City government.
- To provide information to citizens requiring access and process information to various City departments and/or agencies.
- To offer video support services to the various agencies, divisions and departments of City government.

The programming policy and operation procedures were developed to provide guidelines to effectively and efficiently manage the overall operation of DPTV and have been approved by the Common Council.

PROGRAMMING POLICY

It is the policy of DPTV to provide direct, non-editorial information to the citizens of De Pere concerning the operations and deliberations of the City governments. DPTV is not a mechanism for building support for a particular candidate or candidates for political office. With respect to any program concerning subjects which may be interpreted to be materially controversial, DPTV will maintain a position of neutrality. Announcements for authorized municipal events or events directly or otherwise determined to be of significant municipal interest shall be allowed, but announcements for outside agencies shall generally not be permitted. Public Service

Announcements for community spirited not-for-profit organizations may be considered and are subject to review by the Cable Access Manager. The Common Council shall serve as the final approval body for resolving disputes for policy matters.

OPERATIONAL PROCEDURES

DPTV shall operate on Time Warner Cable Channel 4, AT&T U-verse Channel 99, and www.depere.tv.

MODES OFTransmission: The City shall utilize five basic transmitting modes:

- Live Transmission: Live coverage, principally consisting of City Council and other selected public meetings (i.e., boards and commissions) and events of general community interest.
- Delayed Transmission: Many public meetings or events will be recorded in advance for transmission at a later period. Some live meetings or events, such as City Council, will be recorded for subsequent replay to insure additional opportunity for viewing.
- Pre-produced programming: Programs produced by DPTV or other entities related to government facilities, services and/or operation will be transmitted if appropriate.
- Interactive Information Service: Alpha-Numeric information consisting of program schedules and public information will be transmitted in order to maintain up-to-date schedules and keep viewers abreast of said information.
- Streaming: Live and on-demand viewing via the internet.

REVIEW AUTHORITY: Programming compliance to these policies and operation procedures is subject to the review of the City Administrator. Finance and Personnel Committee may hear complaints and make recommendations. Changes in policies and operation procedures require the Common Council's approval.

PROGRAMMING POLICY: Programming access to DPTV is limited to municipal agencies/departments and those entities with a direct corporate relationship with the City of De Pere (municipal corporations). DPTV is not intended for general public programming use.

- Public Meetings: All public meetings of City policy-making commissions or boards are authorized for transmission. All regular City Council meetings will be transmitted. Meetings related to governmental committees, boards and commissions may be transmitted at the request or by permission of the presiding officer, logistics permitting.
- Informational Programming: While all programming on DPTV is considered to be informational, those herein are considered to be pre-produced

feature programs and program series. All municipal agencies/departments may submit through their Department Head requests which they feel may be appropriate for transmission on DPTV.

- Candidates for Public Office: Announced candidates for public office shall not be permitted to make personal statements over DPTV, except in the regular discourse of public meetings or within a forum of public debate or question/answer format with all other declared candidates being invited and under the oversight of impartial third party using mutually agreeable ground rules. Incumbents who become candidates for public office can not appear on DPTV except as described above during their period of candidacy.
- Billboard Information Messages: Information for the billboard may be submitted by any municipal agency/department. Messages submitted should be consistent with the previous policies and intentions of this policy statement and shall be transmitted at the discretion of the Cable Access Manager.
- Any programming request shall be subject to review of the Cable Access Manager for appropriateness and technical consideration. Those programs which are consistent with the overall operating policy of DPTV, as determined by the Cable Access Manager, shall be transmitted. The decisions of the Cable Access Manager may be appealed to the City Administrator. Written permission for the use of copyrighted material must be authorized in advance by the materials owner and obtained by the sponsor of said material.

EDITING POLICY: Editing of programming on DPTV shall be subject to the following.

- Public Meetings: Any public meeting transmitted via DPTV, be they live or prerecorded, will be aired in its entirety, gavel to gavel without editorial comment. Exceptions to this policy may occur only when editing out possible recesses, to comply with public standard of decency or when technical limitations restrict production procedures. Supplemental information on agenda items which the Cable Access Manager determines will aid the viewer in understanding the issues or matters under discussion may be provided.
- Departmental Programs: Any programming prepared or provided by a municipal agency/department may be modified or edited as deemed appropriate to the policies governing DPTV's use by the Cable Access Manager or a designee authorized by the Cable Access Manager. This determination may be made by policy restrictions or by technical, scheduling or staff limitations and may be subject to the review of the Common Council.
- Interactive Information Service: Messages programmed into the information service shall be edited to provide clarity. Messages

transmitted are subject to appropriateness as determined by the Cable Access Manager and subject to the review of the Common Council. No paid commercial space or notices for events other than bonafide municipal activities shall be allowed on the billboard information service.

- Transmitted Commercialism of Public Forums is Discouraged: In furtherance of this policy DPTV directors will get tight shots of speakers in a manner to exclude commercial banners and logos wherever feasible. It being understood that a commercial name may appear, and DPTV cannot control its exclusion, such as hotel names or other sponsor's logos on speaker's podiums.
- Warranty: DPTV, the City of De Pere and its administration, its officers, employees and agents do not warrant the accuracy of any information transmitted via DPTV.

FUTURE PROGRAMMING: DPTV may assist municipal agencies/departments with:

- Video Program Development
- Programming and Public Information Dissemination
- Pre-production, Production and Post-Production
- Instruction and Recommendations
- DPTV will encourage municipal agencies/departments to utilize video programming for job notices, public information, public meetings and department service notices and descriptions.
- DPTV will continue to improve cable origination capabilities through the use of technological improvements in production and signal transportation.
- DPTV will offer training for municipal agencies/departments in the use of video facilities and equipment as requested or deemed necessary whenever time permits.
- DPTV will maintain technical standards for the improvement of signal and program quality.
- DPTV will encourage expanded use of cable technology including the use of educational content.

ENDORSEMENTS: At no time will DPTV endorse specific brand name products or service providers.

SPONSOR ACKNOWLEDGMENTS: DPTV may provide acknowledgments of program sponsors in accordance with The National Federation of Community Broadcasters (NFCB) Guidelines to underwriting for public radio stations, dated October 1992. These guidelines are:

- Underwriting defines what DPTV may and may not do in announcing funding for a specific program or series of programs.

- If money is given without direct connection to any programming, it is considered a donation. Donor announcements are not required, but may be made at DPTV's discretion.
- When announcements for donations or underwriting from for profit entities are made, they may include:

    1. a trade name or brand name
    2. location and phone number
    3. logograms or slogans that are not of a promotional nature
    4. value-neutral descriptions of a product line or service that aid in identifying the contributor
    5. names or service listings that do not include qualitative or comparative language

- DPTV is not allowed to promote the goods or service of any underwriter or donor.

Additional Underwriting and Sponsorship Guidelines are approved and provided as Appendix A.

PROMOTIONS: Promotional announcements for municipally sponsored events or activities are generally, acceptable for transmission on DPTV. Public Service Announcements for agencies outside of municipal government are subject to appropriateness as determined by the Cable Access Manager and subject to the review of the Common Council. No commercial oriented promotions will be considered for transmission.

USE OF DPTV EQUIPMENT: The use of DPTV's video production equipment by other persons other than City staff is not allowed.

HOURS OF OPERATION: It is the goal of DPTV to provide programming twenty-four (24) hours per day, seven (7) days per week with live, recorded, pre-produced, alpha-numeric, digital streamed and satellite programming. Hours of operation are enhanced through the use of automated playback equipment.

APPENDIX A

Local Underwriting and Sponsorship Guidelines

Purpose
The purpose of the underwriting guidelines is to promote or to clearly identify the underwriter, not to promote or sell its product or service.

Video
The following video effects are permitted:
1. Standard or existing corporate logos which identify but do not promote.
2. One corporate mascot (such as the Exxon tiger) or other figure developed as a corporate (rather than product) symbol, accompanied by the company's name.
3. One specific product line or brand name, after the underwriter's name/logo. Visual identification of up to three product lines, services or target markets, in addition to the one specific product. Total product identification must be limited to no more than 50 percent of the entire credit.
4. Business exteriors that represent the underwriter's product/services (e.g., bank or hospital).
5. Location information, such as street address or general reference to area served. The underwriter's contact information is also permitted.

The following practices tend to convey a more "commercial" impression and may not be used:
1. Products in use or operation for the purpose of demonstrating their capabilities.
2. Packaged goods (such as food products) shown outside the container or package, or in a prepared state.
3. Visual identification of tobacco products, distilled spirits, and firearms.
4. Official spokesperson, company officials, directors or actors posing as "generic" employees.

Audio
The following audio techniques are acceptable:
1. Neutral descriptions of product, service or target markets.
2. Location information, street address, or general reference to area served. The contact information is also permitted.
3. Music and sound effects. However, lyrics sung to music may not be used.

The following audio techniques are not permitted:
1. Comparative claims, such as donor acknowledgments that contain language comparing underwriter's products or services with those of competitors. Avoid words such as best, better, more, superior.
Examples of acknowledgments that contain these comparative terms are:
"Serving more cities than any other airline."
"With more assets than any other bank in town."
"Featuring the best products in town.
2. Acknowledgments that contain qualitative descriptions of the underwriter's product or services.
Qualitative descriptions include words that describe the features, benefits, advantages, or other qualities offered by the underwriter's product or service. Avoid words such as fine, excellent, tasty, or leading.
Examples of acknowledgments that contain these qualitative descriptions are:
"A leading supplier of automobiles."
"With 20 convenient locations."
3. Solicitations, such as announcements that contain a "call to action". Most "calls to action" contain a statement addressed directly to the viewers that tells them to take action.
Examples of acknowledgments that contain "call to action" statements are:
"Ask about our IRA."
"Call us at 555-0000."
4. Announcements containing price information. This includes interest rate information or other indications of savings or value associated with the product or service.
Examples of pricing information are:
"Office products at discount prices."
"Making computer power affordable at every desk."

"8.0% interest rate now available."
5. Announcements that encourage the viewer to buy, sell, rent, or lease.
Examples:
"Six months of free service."
"Special gift for first fifty customers."
"Now offering free checking."
6. Examples of acceptable underwriting announcements:
"This program was made possible by a grant from ----------------."
"Local presentation of ------------------------ was made possible by ---------------."
"This program has been brought to you by ---------------, serving Oceanside for 25 years."
"We'd like to thank -----------------for their contribution to make this program possible."

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Item #11

MEMORANDUM

CITY OF DE PERE

Date: May 8, 2013

To: Finance/Personnel Committee

From: Peter Smith, Information Technology Administrator

Subj: Government Outreach Software Service

The City of De Pere recently ended the use of a public outreach software module associated with the current website. This module was being used very little by the citizenry to communicate with City departments which may have been due to the module being available online, but not mobile.

The alternative is to use a mobile friendly system. And because we don't want to commit to an expensive system without testing the environment the City can purchase an annual subscription to a lite version of Government Outreach's software service, a mobile customer support tracking system that allows citizens to communicate with city departments via a smart phone or other mobile device. The lite version allows only 10 tracking objects but can be upgraded if and when needed.

The purchase price is $1,000 for an annual subscription. This amount will be funded by the savings from the discontinued outreach module.

I recommend the City purchase an annual subscription to replace the old outreach module, it will also serve as a cost effective learning platform for future decision making.

Government Outreach Order Form
De Pere, Wisconsin

Government Outreach will provide a subscription service to the "Government Outreach Software Service" – a customer support tracking software system maintained by Government Outreach and housed on a computer server procured by Government Outreach for this purpose. Government Outreach will provide Customer access to this service via the internet.

The Software requires information from the customer for setup and configuration as well as participation from the customer in assisting and providing data to Government Outreach for the setup and configuration of the software.

Fees – The fees include a one year subscription of the *GORequest-Lite* CRM Software Service which includes an iPhone application down-loadable from Apple's App Store, an Android application downloadable from Google's play and an employee portal for request access to reported issues. The *GORequest-Lite* CRM Software Service is restricted to 10 users and 10 issue topics with the following capabilities:

GORequest-Lite

- Intranet portal for citizens
- Intranet portal for employees
- iPhone and Android portal
- E-Mail notifications of requests
- Reporting
- Satisfaction surveys
- Google mapping and address validation

Subscription costs are as follows and will begin on May 1, 2013.

GORequest-Lite subscription fees	$1000/year
Total Subscription	**$1000/year**

Subscription fees are always paid in advance and are billed annually prior to the expiration of the previous subscription period.

______________________ ______________________

By: ______________________ By: Kendall Smith

Title: ______________________ Title: President

Date: ______________________ Date: ______________________

GOVERNMENT OUTREACH SUBSCRIPTION AGREEMENT

1. License Grants. Subject to the terms and conditions of this Agreement, Government Outreach grants to Customer during the Term of this Agreement the nontransferable, nonexclusive worldwide right to permit Users to (a) use the Government Outreach Service, (b) print and display the Content, and (c) use the Government Outreach Materials solely in connection with the Government Outreach Service, all solely for Customer's own internal business operations, provided such operations shall not include commercial time-sharing, rental, outsourcing or service bureau use. The rights granted to Customer in this Agreement are subject to all of the following agreements and restrictions: (i) Customer shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Government Outreach Service or the Government Outreach Materials available to any third party other than the authorized Users of Customer, the citizens of Customer and contractors for Customer; (ii) Customer shall not modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the Government Outreach Service or Government Outreach Materials or access the Government Outreach Service or Government Outreach Materials in order to build a similar or competitive product or service; (iii) Customer shall not disclose any review of the Government Outreach Software or Government Outreach Service, including but not limited to the results of any performance tests, to any third party without Government Outreach's prior written approval except where required by the California Public Records Act (Gov. Code sections 6250, et. Seq.); (iv) Customer acknowledges and agrees that Government Outreach or its Third Party Providers shall own all right, title and interest in and to all intellectual property rights (including all unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, know-how and other trade secret rights, and all other intellectual property rights, derivatives or improvements thereof) in the Government Outreach Service and the Government Outreach Materials and any suggestions, enhancement requests, feedback, recommendations or other information provided by Customer or any other party relating to the Government Outreach Service or the Government Outreach Materials; (v) Customer does not acquire any rights in the Government Outreach Service or Government Outreach Materials, express or implied, other than those expressly granted in this Agreement and all rights not expressly granted to Customer are reserved by Government Outreach; and (vi) this Agreement is not a sale and does not convey any rights of ownership in or related to the Government Outreach Service or Government Outreach Materials to Customer.

2. Licenses from Customer. Subject to the terms and conditions of this Agreement, Customer grants to Government Outreach and its Third Party Providers the non-exclusive, worldwide right to use, copy, transmit and display (a) Customer Data solely to the extent necessary to provide the Government Outreach Service and Government Outreach Materials to Customer, and (b) any trademarks that Customer provides Government Outreach for the purpose of including them in Customer's user interface of the Government Outreach Service ("Customer Trademarks"). Customer shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Customer Data and information regarding Customer and Customer's Users.

3. Third Party Providers. All materials and services provided through the Government Outreach Service, as well as any Government Outreach Materials, including but not limited to information, documents, products, logos, graphics, sounds, images, software, and consulting, training or technical support services are provided either by Government Outreach or by its respective third party manufacturers, authors, developers, vendors, and service providers ("Third Party Providers") and are the copyrighted work of Government Outreach and/or its Third Party Providers. Except where expressly provided otherwise by Government Outreach, nothing in the Government Outreach Service, the Government Outreach Materials, or the Agreement shall be construed to confer any license to any of Government Outreach's or any Third Party Provider's intellectual property rights, whether by estoppel, implication, or otherwise. Government Outreach reserves the right to subcontract any or all services provided hereunder to third parties.

4. Term and Termination. Except as otherwise provided in an Order Form, this Agreement becomes effective on the date the Agreement is accepted and continues until termination in accordance with this section 4. In the event of any breach of this Agreement by either party, other than Customer's failure to make payment as set forth herein, the non-breaching party shall have the right to terminate this Agreement for cause if such breach has not been cured within 30 days of written notice from the non-breaching party specifying the breach in detail and, if Government Outreach is the non-breaching party, Government Outreach may terminate Customer's password, account, access to or use of the Government Outreach Service. Notwithstanding the foregoing, Government Outreach reserves the right, in its discretion, to suspend or terminate this Agreement or Customer's password, account, access to or use of to the Government Outreach Service if any payment on Customer's account becomes 30 days past due. Upon termination of this Agreement for any reason, Customer's right to access or use Customer Data through the Government Outreach Service immediately ceases. At Customer's request upon termination of this Agreement, provided Customer is not in breach of the Agreement, Government Outreach will make available to Customer a file of the Customer Data then in its possession. After a period of 30 days after such termination, Government Outreach shall have the right to delete the Customer Data without obligation to maintain or forward any Customer Data. Customer agrees that the license to Customer Data shall survive termination of this Agreement to the extent necessary for Government Outreach to retain Customer Data as set forth herein. Government Outreach reserves the right to withhold, remove and/or discard Customer Data immediately upon notice to Customer in the event of any breach of this Agreement by Customer, including, without limitation, non-payment. Customer may terminate this Agreement, for any reason, within 30 days of written notice of intent to terminate.

4.1 Wisconsin Public Records Compliance. Government Outreach acknowledges that Customer records regarding this Agreement, including Customer data, constitute contractor records under Wisconsin Public Records Law [Wis. Stats. §19.36(3)] and Government Outreach agrees to comply with such public records requirement pertaining to those records. To that end, within 10 business days of a written request of Customer, Government Outreach shall forward to Customer any Customer records maintained by it which are requested by Customer. Such records shall be in the format requested provided such records are kept and maintained in that format.

5. Representations & Warranties. Each party represents and warrants that it has the power and authority to enter into this Agreement. Government Outreach represents and warrants that (a) it will provide the Government Outreach Service in a manner consistent with generally accepted industry standards, (b) the Government Outreach Service will perform substantially in accordance with its online documentation under normal use and circumstances, and (c) the Services will be performed in a manner consistent with generally accepted industry standards.

6. Disclaimer of Warranties. Except for the express warranties set forth in section 5 above, Government Outreach and its third party providers hereby disclaim all express or implied representations, warranties, guaranties, and conditions with regard to the government outreach service, the government outreach materials, and the services including but not limited to any implied representations, warranties, guaranties, and conditions of merchantability, fitness for a particular purpose, title and non-infringement, and quality of service, except to the extent that such disclaimers are held to be legally invalid. Government outreach and its third party providers make no representations or warranties regarding the reliability, availability, timeliness, quality, suitability, truth, accuracy or completeness of the government outreach service, the government outreach materials, or the services or the results customer may obtain by using the government outreach service, the government outreach materials, or the services. Without limiting the generality of the foregoing, government outreach and its third party providers do not represent or warrant that (a) the government outreach service or government outreach materials will meet customer's requirements; (b) the government outreach service or government outreach materials will operate in combination with other hardware, software, systems or data; (c) government outreach and its third party providers will be able to prevent third parties from accessing customer data or customer's confidential information, (d) the operation or use of the government outreach service or government outreach materials will be timely, secure, uninterrupted or error-free; (e) any errors will be corrected; (f) any stored customer data will be accurate or reliable, (g) the quality of any products, services, information, or other material customer purchases or obtains through the government outreach service will meet customer's requirements; or (h) the government outreach service, government outreach materials, or the systems that make the service available are free of viruses or other harmful components. Customer acknowledges that neither government outreach nor its third party providers controls the transfer of data over communications facilities, including the internet, and that the government outreach service and government outreach materials may be subject to limitations, delays, and other problems inherent in the use of such communications facilities. Government outreach is not responsible for any delays, delivery failures, or other damage resulting from such problems. Except where expressly provided otherwise by government outreach, the government outreach service, government outreach materials, and all content, including but not limited to the government outreach software, are provided to customer on an "as is" basis, and are for commercial use only. Customer assumes all responsibility for determining whether the government outreach service, government outreach materials and all content is accurate or sufficient for customer's purposes.

7. Limitation of Liability. In no event shall the aggregate liability of either party or the third party providers exceed the total amounts actually paid by and/or due from customer in the twelve (12) month period immediately preceding the event giving rise to such claim. In no event shall either party or the third party providers be liable to anyone for any indirect, punitive, special, exemplary, incidental, or consequential damages, or for any damages for loss of data, revenue, profits, use or other economic advantage, arising out of, or in any way connected with this agreement, including but not limited to the use or inability to use the government outreach service, or for any interruption, inaccuracy, error or omission in the government outreach service, the government outreach materials, or the services, regardless of cause, whether in an action in contract or negligence or other tortious action, even if the party from which damages are being sought or the third party provider have been previously advised of the possibility of such damages. The limitation of liability set forth in this section 7 shall not apply in the event of customer's breach of section 1, to either party's indemnity obligations set forth in section 8 below, or in the event of either party's breach of section 9 below. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental or consequential damages, so the exclusions set forth above may not apply to customer.

8. Indemnities. Customer shall defend and indemnify Government Outreach and its Third Party Providers against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) finally awarded against Government Outreach and its Third Party Providers by a court of competent jurisdiction arising out of or in connection with a claim by a third party (i) alleging that the Customer Data or the Customer Trademarks, or any use thereof, infringes the rights of, or has caused harm to, a third party, or (ii) arising out of Customer's breach of Section 10; provided that Government Outreach and/or its Third Party Providers (i) promptly give written notice of the claim to Customer; (ii) give Customer sole control of the defense and related settlement negotiations; (iii) provide to Customer, at Customer's request and expense, all available information and assistance necessary to perform Customer's obligations under this paragraph. Government Outreach shall defend and indemnify Customer against any and all claims, costs, damages, losses, liabilities and expenses (including attorneys' fees and costs) finally awarded against Customer by a court of competent jurisdiction arising out of or in connection with a claim by a third party alleging that the Government Outreach Software directly infringes a patent, copyright, or trademark or misappropriates a trade secret of a third party; provided that Customer (i) promptly give written notice of the claim to Government Outreach; (ii) give Government Outreach sole control of the defense and related settlement negotiations; (iii) provide to Government Outreach, at Government Outreach's request and expense, all available information and assistance necessary to perform Government Outreach's obligations under this paragraph. Government Outreach shall have no indemnification obligation or other liability for any claim of infringement arising from (a) use of the Government Outreach Software other than in accordance with this Agreement; (b) the combination of the Government Outreach Software with any other products, service, hardware or business process(s); or (c) any Content or third party software products. If the Government Outreach Software or any portion of the Government Outreach Service is held to infringe or may be infringing, Government Outreach shall have the option, at its expense, to (x) replace or modify the Government Outreach Software or Government Outreach Service to be non-infringing, (y) obtain a license for Customer to continue using the Government Outreach Software or Government Outreach Service, or (z) terminate the Government Outreach Service or this Agreement and refund any prepaid unused fees for the Government Outreach Service. This Section 8 states Government Outreach's entire liability and Customer's exclusive remedy for any claim of infringement.

9. Confidential Information. Each party may have access to information that is confidential to the other party ("Confidential Information"). Confidential Information shall include any information that is clearly identified in writing at the time of disclosure as confidential as well as any information that, based on the circumstances under which it was disclosed, a reasonable person would believe to be confidential. Customer's Confidential Information shall include, but not be limited to, Customer Data. A party's

Confidential Information shall not include information that (i) is or becomes a part of the public domain through no act or omission of the other party; (ii) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (iii) is lawfully disclosed to the other party by a third party without restriction on disclosure; (iv) is independently developed by the other party without use of or reference to the other party's Confidential Information. The parties agree to use all reasonable care to prevent disclosure of the other party's Confidential Information to any third party. Notwithstanding the foregoing, Customer acknowledges and agrees that Government Outreach may disclose Customer's Confidential Information to its Third Party Providers solely to the extent necessary to provide products or services under this Agreement, provided that Government Outreach has a non-disclosure agreement in place with such Third Party Provider that protects such Confidential Information against disclosure in a manner no less protective than this Agreement. This Section 9 will not be construed to prohibit disclosure of Confidential Information to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, that a party who has been subpoenaed or otherwise compelled by a valid law or court order to disclose Confidential Information (the "responding party") shall first have given sufficient and prompt written notice to the other party of the receipt of any subpoena or other request for such disclosure. Notwithstanding the foregoing obligation of the responding party, nothing in this Section 9 shall limit or restrict the ability of the other party to act on its own behalf and at its own expense to prevent or limit the required disclosure of Confidential Information. This Section 9 constitutes the entire understanding of the parties and supersedes all prior or contemporaneous agreements, representations or negotiations, whether oral or written, with respect to Confidential Information.

10. Customer's Responsibilities. Customer agrees to comply with all applicable local, state, national and foreign laws, treaties, regulations and conventions in connection with use of the Government Outreach Service, including without limitation those related to data privacy, international communications, and the exportation of technical or personal data. Customer will ensure that any use of the Government Outreach Service by Customer's Users is in accordance with the terms of this Agreement. Customer agrees to notify Government Outreach immediately of any unauthorized use of any password or account or any other known or suspected breach of security or any known or suspected distribution of Content. If Customer uses the Government Outreach Service from locations other than the location from which Government Outreach controls and operates the Government Outreach Service, Customer is solely responsible for compliance with all applicable laws including but not limited to the export and import regulations of other countries. Customer acknowledges and agrees that the Government Outreach Service is subject to the U.S. Export Administration Laws and Regulations. Customer agrees that no part of the Government Outreach Service or information obtained through use of the Government Outreach Service, is being or will be acquired for, shipped, transferred, or re-exported, directly or indirectly, to proscribed or embargoed countries or their nationals, nor be used for nuclear activities, chemical biological weapons, or missile projects unless authorized by the U.S. Government. Proscribed countries are set forth in the U.S. Export Administration Regulations and are subject to change without notice, and Customer must comply with the list as it exists in fact. Customer certifies that neither Customer nor any Users are on the U.S. Department of Commerce's Denied Persons List or affiliated lists or on the U.S. Department of Treasury's Specially Designated Nationals List. Customer agrees to comply strictly with all U.S. export laws and assume sole responsibility for obtaining licenses to export or re-export as may be required. Any unauthorized use of the Government Outreach Service may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes. The Government Outreach Service may use encryption technology that is subject to licensing requirements under the U.S. Export Administration Regulations, 15 C.F.R. Parts 730-774 and Council Regulation (EC) No. 1334/2000.

11. Notices. Government Outreach may give notice by means of a general notice on the Government Outreach Service by written communication sent by first class mail or pre-paid post to Customer's address on record in Government Outreach's account information. Such notice shall be deemed to have been given two days after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending by email or posting to the Government Outreach Service. Customer may give notice to Government Outreach at any time by any of the following: letter sent by confirmed facsimile to Government Outreach at the following fax numbers to the attention of Legal Affairs: fax number 925-292-2768; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Government

Outreach at the following address to the attention of Legal Affairs: Government Outreach, Inc. 2943 Victoria Meadow Ct, Pleasanton California 94566 USA. Such notice shall be deemed to have been given two days after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by confirmed facsimile).

12. No Assignment. Customer may not assign this Agreement without the prior written approval of Government Outreach. Any purported assignment in violation of this section shall be void.

13. Modification to Terms. Any change to the terms and conditions of this Agreement or its policies relating to the Government Outreach Service must be agreed in writing by Government Outreach and the customer.

14. U.S. Government Restricted Rights. Any use of the Government Outreach Service by or on behalf of the United States of America, its agencies and/or instrumentalities ("U.S. Government"), is provided with Restricted Rights. Use, duplication, or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software - Restricted Rights at 48 CFR 52.227-19, as applicable. Manufacturer is Government Outreach, Inc., 2943 Victoria Meadow Ct, Pleasanton California 94566 USA.

15. General provisions. Any action related to this Agreement will be governed by California law and controlling U.S. federal law. No choice of law rules of any jurisdiction will apply. Any disputes, actions, claims or causes of action arising out of or in connection with this Agreement or the Government Outreach Service shall be subject to the exclusive jurisdiction of the state and federal courts located in California. This Agreement, together with any applicable Order Form, represents the parties' entire understanding relating to the use of the Government Outreach Service and supersedes any prior or contemporaneous, conflicting or additional, communications. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. It shall not be deemed a default hereunder and neither party shall be liable for a failure to perform hereunder arising from causes or events beyond the reasonable control of such party including, but not limited to, labor disputes of any kind, acts of God, floods, fires, explosions or storms, transportation difficulties, war, terrorism, or any rule or action of any court, instrumentality or Customer of federal or state or local government. No joint venture, partnership, employment, or Customer relationship exists between Government Outreach and Customer as a result of this Agreement or use of the Government Outreach Service. The failure of Government Outreach to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Government Outreach in writing. In the event of any litigation of any controversy or dispute arising out of or in connection with this Agreement, its interpretation, its performance, or the like, the prevailing party shall be awarded reasonable attorneys' fees and expenses, court costs, and reasonable costs for expert and other witnesses attributable to the prosecution or defense of that controversy or dispute. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of dispute by arbitration, the term "prevailing party" shall be determined by that same process. Government Outreach reserves the right to assign its right to receive and collect payments hereunder. Any rights not expressly granted herein are reserved by Government Outreach.

16. Definitions

A. "Content" means the audio and visual information, documents, products and services contained or made available to Customer in the course of using the Government Outreach Service, excluding software products.

B. "Customer Data and Customer records" shall mean any data, information or other materials, provided to Government Outreach by Customer in the course of using the Government Outreach Service, excluding identification and other information concerning Customer and Customer's Users.

C. "Customer Care Services" shall mean the Services provided by Government Outreach or Third Party Providers pursuant to Government Outreach's then-current Customer Care Services Policy.

D. "Government Outreach Materials" shall mean any materials provided or disclosed to Customer by Government Outreach or a Third Party Provider (1) in the course of performing Services other than the Government Outreach Service, (2) as part of an online tutorial provided with the Government Outreach Service, or (3) in the course of providing web seminars in which Customer or Customer's Users enroll.

E. "Order Form(s)" means the document confirming Customer's subscription for the Government Outreach Service and any related products or Services, in either electronic or written form. The Order Form will specify the term of the subscription, the applicable fees, the billing period, and other terms. Each such Order Form shall be incorporated into and become a part of this Agreement;

F. "Services" shall mean all services provided by Government Outreach or Third Party Providers under this Agreement, including but not limited to Customer Care Services, but does not include the Government Outreach Service.

G. "Government Outreach" means Government Outreach, Inc., a California corporation, having its principal place of business at 2943 Victoria Meadow Ct., Pleasanton California 94566 USA.

H. "Government Outreach Service" means the online customer relationship management, billing, data analysis, and other subscription services identified as such during the ordering process, including the Government Outreach Software, the Content and the third party software products provided as part of such services, operated and maintained by Government Outreach or its subsidiaries or contractors, accessible via http://govoutreach.com or another designated web site or IP address provided to Customer by Government Outreach, to which Customer is being granted access under this Agreement;

I. "Government Outreach Software" means Government Outreach's proprietary software and user interfaces made available to Customer by Government Outreach as part of the Government Outreach Service;

J. "User(s)" means Customer's employees, citizens, representatives, consultants, contractors or agents who are authorized to use the Government Outreach Service and have been supplied user identifications and passwords by Customer or on Customer's behalf;

K. "You" or "Customer" means the individual or legal entity, its directors, officers, affiliates, agents, and employees, as identified in the Order Form.

L. "Commencement of Operation" means first day that the service is used in production by Customer.

M. "Authorized Users of Customer" means Safebuilt employees.

____

By: ____________________

Title: ____________________

Date: ____________________

CITY OF DE PERE

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

May 14, 2013

To: Members of the Finance Committee

From: Ken Pabich, Director of Planning and Economic Development

RE: Discussion on City RLF Program and Proposed Consolidation

Throughout the State, there are Counties, Villages, Cities and Towns that administer individual revolving loan programs. For example, in Brown County we have the following RLF programs:

- Brown County
- City of De Pere
- Village of Howard

As part of research done by the WEDC, many of these programs are not affectively using these dollars and in essence they are "sitting in the bank" versus being used for Economic Development.

Based on two existing models in the State (Central and West Central), WEDC is promoting the consolidation of the programs into single entities that match the regional planning boundaries in the state. In our area, it would include: Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Oconto, and Sheboygan Counties. As part of the process, I have attached two documents for your review.

1. Draft Revolving Loan Fund Manual for the Baylake Regional Planning Area.
2. Sample Resolution that is needed to begin the process of consolidation.

There are a number of advantages of working towards consolidation. Some of these include:

1. More funds would be available for projects.
2. The loan dollars would become de-federalized.
3. De-federalized dollars could be used to fund other loan programs identified in the draft manual.
4. Loan communities could still have input into the overall process.
5. Loans would follow a similar review process in the entire region and all loans would be serviced through one agency.

As a note, some communities are concerned with loss of control and the access to the dollars throughout the region. While these are valid concerns, the draft manual shows how local involvement will be obtained and it has been shown in the other two regional programs that dollars are available for the entire region.

Recommendation

Staff would recommend that the City continue pursuing the consolidated program and that the draft resolution be prepared for City Council consideration.

Resolution No. _____ - _____

RESOLUTION TO AUTHORIZE THE PARTICIPATION OF THE [*IDENTIFIED RLF COMMUNITY*] IN FORMING A BAY-LAKE REGIONAL LOAN FUND.

WHEREAS, the State of Wisconsin Department of Commerce (now WEDC) developed an initiative that seeks to consolidate the local CDBG Business Revolving Loan Funds that exist in Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Oconto and Sheboygan counties in the Bay-Lake region into a regional loan fund; and

WHEREAS, the proposed consolidation is in the ***[Identified RLF Community]***'s economic interest as it will provide a more effective financing program that will remove existing federal regulations, open up the funds to more businesses and projects, streamline fund management, and relieve individual communities of administrative and legal responsibilities; and

WHEREAS, the ***[Identified RLF Community]*** has reviewed the Bay-Lake Regional Loan Fund draft manual; has considered the advantages and disadvantages of participation; and recommends ***[Identified RLF Community]*** participation in forming a Bay-Lake regional loan fund; and

WHEREAS, the Bay-Lake regional loan fund will implement a regional strategy that encourages local governments to work together, streamlines the management of RLFs, and improves local capacity for economic development: and

NOW, THEREFORE BE IT RESOLVED, that the ***[Identified RLF Community]*** Board agrees to participate with Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Oconto and Sheboygan Counties to form a Bay-Lake regional loan fund.

BE IT FURTHER RESOLVED, that the ***[Identified RLF Community]*** Board authorizes the ***[Identified Community Executive]*** to sign and execute all necessary documentation to complete said participation on behalf of the ***[Identified RLF Community]***.

Bay-Lake Business Fund, Inc.

Consolidated Loan Funds Manual

For

CDBG Consolidated Loan Funds
in the Bay-Lake Regional Planning Area

Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Oconto, Sheboygan

Draft May 2013

TABLE OF CONTENTS

I. General Provisions

A. Purpose

The purpose of the policies and procedures contained within this manual, hereafter referred to as the Consolidated Loan Funds Manual (CLFM), is to present the criteria which govern the economic development activities assisted with funds made available through the consolidation of state-funded Community Development Block Grant (CDBG) Revolving Loan Funds (RLF) within the Bay-Lake Business Fund (BLBF) service area. The BLBF shall include the local units of government within the counties of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Oconto, and Sheboygan that consolidate loan funds.

B. Objectives

The BLBF CDBG Consolidated Loan Funds (CLF) will serve as an economic stimulus in the BLBF service area. Economic development activities assisted with funds made available through the loan fund are intended to meet the following objectives:

- To encourage the creation and retention of permanent jobs that provide quality wages and benefits.
- To encourage the leveraging of new private and public investment into the Bay-Lake service area in the form of working capital and fixed asset investments, particularly in land and buildings and human capital.
- To establish a culture, values and commitment to a positive and proactive business climate which encourages the retention and expansion of existing businesses, and helps to attract desirable new businesses.
- To implement economic goals and objectives of the region.
- To maintain and promote a diverse mix of employment opportunities.
- To encourage the development and use of modern technology and create safe work environments.
- To assist in the creation of businesses which are needed by local units of government.

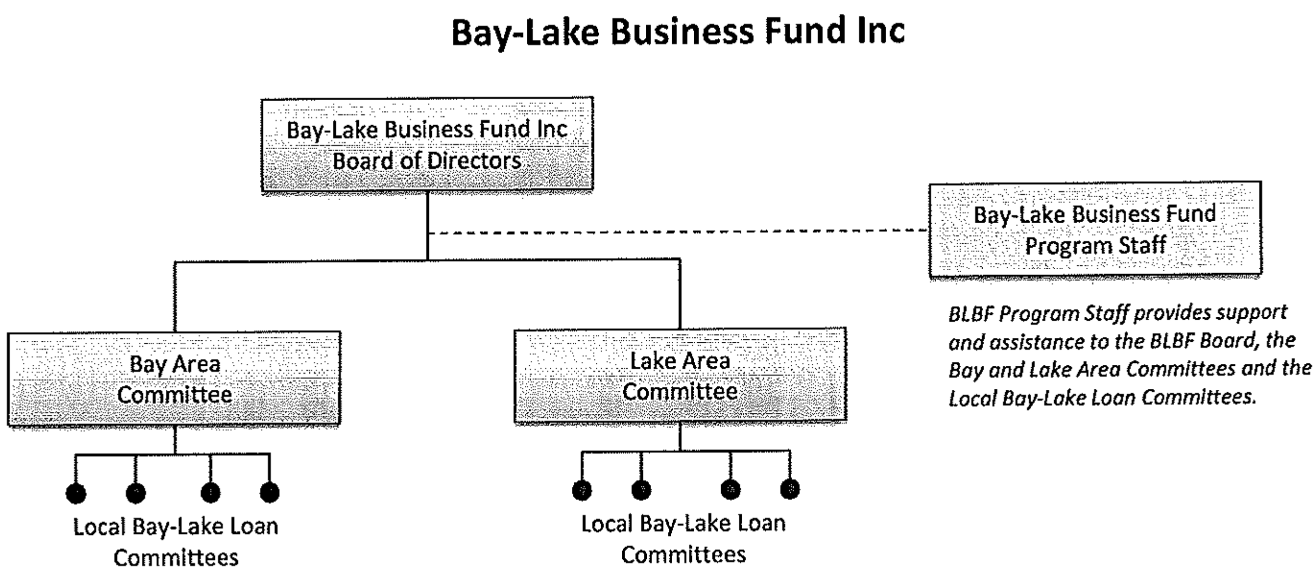
II. BAY-LAKE BUSINESS FUND (BLBF) ADMINISTRATION

A. ORGANIZATION

BLBF is designed to serve the unique geographic, economic and business needs throughout the region. To meet these needs, the BLBF is designed to serve two primary economic areas. These are defined as:

1. Bay Area: Brown, Oconto, Florence and Marinette
2. Lake Area: Door, Kewaunee, Manitowoc and Sheboygan

B. ORGANIZATIONAL CHART



C. BLBF BOARD OF DIRECTORS

The Board will be comprised of 11 voting members, (1) one member from each county, and (3) three at-large members, of which (1) one from each area shall include a commercial lender representing the Bay and Lake Areas, and (1) one at large business representative. The RLF participants in each county will determine how and who will make the appointment for their county area. Appointees should be representative of lending institutions, businesses, and local governments. BLBF Board terms will be staggered and limited.

The Board shall have the following duties:

1. Enter into an administrative agreement with the WEDC to administer the CLF.
2. Manage the CLF in accordance with its operations manual, which may be amended. It will accept the CDBG funded RLF funds, be the assignee of all RLF loans and assume all legal responsibilities related thereto and act as the oversight Board for the BLBF. BLBF shall indemnify and hold harmless all local governments contributing monies into the regional fund (BLBF).
3. Adopt and implement the BLBF Investment Strategy and this manual.
4. Review and adjust its internal policies to meet the needs of the CLF.

5. Invest all available funds in accounts that provide high yield and liquidity. The funds will be invested throughout the region in accordance with guidelines promulgated by the Board.
6. Engage an independent auditor to audit the fund annually. Audit report findings will be made available to all RLF participants.
7. Select and enter into an agreement with a program administrator to manage the CLF.
8. Review all RLF loans over $500,000, and loans which contain exceptions to the loan policies.
9. Review and approve all amendments to loan terms and conditions on existing loans. The Board may delegate authority to BLBF staff to modify, extend and restructure loans. The Board will approve all collection actions including insolvency proceedings, collateral foreclosure, repossession, and associated legal actions.
10. Delegate to local committees lending authority for loans which comply with the policies and procedures set forth for each loan program.
11. Review and approve reports of activities, and approve all litigation costs and deficiency judgments.
12. Meet no less than quarterly or as needed for loan review.

D. Bay Area and Lake Area Committees

The Bay Area and Lake Area Committees shall be composed of five individuals each from the representative Area. The Committee shall have the following duties:

1. Review and take action on all loans over $250,000 and up to $500,000 in their Area.
2. Adhere to the requirements established by each program. A majority of the Committee present must approve any action.
3. No loan shall be made without the approval of an authorized local loan committee.
4. Provide all loan materials to the BLBF administrator.
5. Ensure all loans meet the lending requirements established by the BLBF Board.
6. Any other activities assigned by the Board

E. Local Bay-Lake Loan Communities

The Local Bay-Lake Loan Communities (LBLC) are:

Bay Area		Lake Area	
City of De Pere	Brown County	City of Manitowoc	Door County
City of Marinette	Florence County	City of Peshtigo	Kewaunee County
City of Oconto	Marinette County	City of Plymouth	Manitowoc County
City of Oconto Falls	Oconto County	City of Sturgeon Bay	Sheboygan County
Village of Howard		City of Two Rivers	
		Village of Cascade	
		Village of Maribel	
		Village of Oostburg	
		Town of Sheboygan	

LBLC's are determined by the local jurisdiction. LBLC's shall have the following duties:

1. Review and approve all loans up to $250,000 in their jurisdiction consistent with the requirements established by each program. A majority of the Committee present must approve any action.
2. For loans over $250,000, the LBLC will refer the loans to the appropriate Area committee or BLBF Board with their recommendation.

3. Provide all loan materials to the BLBF program administrator.
4. LBLC's will market the funds, and assist local businesses with applications and communicate with the BLBF staff about economic development projects and priorities in their jurisdictions.
5. Identify a local government agent who will schedule loan meetings for all loans.
6. LBLC's shall ensure that all loans meet the lending requirements established by the Board.

NOTE: An entity can request to have all loans reviewed and approved by BLBF staff and approved by the BLBF Board. BLBF staff would still work with the local economic development professional to obtain involvement in working with the local business. The local community can still obtain re-imbursements related to eligible expenses as defined in Section L of this manual.

F. Program Administration

The Board shall designate a program administrator for the centralized administration of the CLF. The program administrator and any staff will have the following duties:

1. Manage the loan portfolio on a day-to-day basis and take necessary action to underwrite, recommend, close and collect loan payments and fees consistent with the lending policies and approvals of the Board and the loan programs.
2. Implement software to accommodate a customized on-line loan application, evaluation and servicing system. Communities, loan committees, WEDC and any authorized party, if approved by the Board, will be able to use the internet to track fund activities.
3. Maintain separate accounting records, prepare reports on the use of program funds, and advise the Board on default matters.
4. Subcontract for other services, as needed, and retain the services of outside legal counsel as directed by the Board.
5. Work with the two Area Committees and local loan communities to market programs, and ensure compliance with overall program requirements.
6. Any other activity as assigned by the Board.

G. Wisconsin Economic Development Corporation

WEDC will provide oversight and technical assistance to the BLBF. WEDC will award CDBG funds to participating county governments who contributed funds to the CLF to re-loan to eligible businesses, and the repayments shall be directed to the CLF. WEDC must be notified either verbally or in writing by the program administrator of all RLF requests over $500,000 at the time of application.

H. Economic Development Corporations

Economic Development Corporations (EDCs) in eligible areas of the BLBF region will market the funds, assist local businesses, and work with the LBLC's. EDC's and LBLC's may develop priorities for funding that are specific to their jurisdiction as long as they are deemed to be substantially consistent with the programs and policies of the BLBF.

I. Amendments

The BLBF Board may amend the provisions in this manual. Proposed amendments must be provided to the LBLC's at least 30 days prior to the BLBF Board action and must be consistent with any agreements between the Board and WEDC. The consent of WEDC shall not be unreasonably withheld.

J. Loan Committee Meetings

Loan committee meetings at any level shall be held on an as-needed basis. A simple majority of loan committee members present must vote on official actions. All members shall be given prior written notice of each meeting. Meetings that review loan appliations shall be held in accordance with Wisconsin's open meeting laws. Members may attend by teleconference in accordance with open meeting laws.

K. Records

Written and electronic records of all program activities, including meetings, loan applications, and related documents, shall be maintained in appropriate files by the program administrator. Authorized personnel shall maintain all project files in a secure, fireproof place with limited access. Certain records will be available on-line to provide access to local governments, WEDC, and any organization authorized by the program administrator. The website shall be protected by individual passwords.

A documentation file shall be established and maintained by the BLBF staff for each loan recipient and contain the following:

1. Loan Application. All applications, business financial statements, personal financial statements, credit reports, resumes, business plan documents, and other supporting loan information submitted to the BLBF, including all applicable correspondence.

2. Loan Approval. Action taken on the loan by the approving authority, including recommendations and evidence of loan approval or denial.

3. Loan Closing. All documents, including but not limited to debt and security instruments, loan agreements, and other applicable documents made in accordance with loan disbursement procedures. On a case-by-case basis, legal or other professional services shall be retained to ensure file compliance and proper documentation.

4. Tickler System: Notices shall be generated to serve as a reminder of time-sensitive items. Tracking such information is vital in protecting security interests, ensuring lien perfection, and monitoring loan performance. The following is a non-exhaustive list of items to be indexed in tickler format, when applicable:
   a. Expiration dates pertaining to property, commercial liability, business loss interruption, and key-man life insurance policies;
   b. Due dates and requests for financial statements as stipulated in the loan agreement;
   c. Periodic site visits and/or management conference calls;
   d. Lapse dates relating to UCC financing statements should be generated no later than 45 consecutive calendar days prior, but not more than 180 consecutive calendar days before, UCC filing expiration;
   e. Scheduled dates to perform annual reviews and monitor covenant compliance;
   f. Due dates for any current or outstanding tax obligations; and,
   g. Dates for any imminent changes in loan repayments, or reminders regarding non-compliance deadlines or default "drop-dead" dates.

5. General Information: Standard loan recipient reporting and contact information shall be made to properly assess credit risk and any deficiencies that may exist. In all cases, one or more of the following reviews should occur on an annual basis.

a. Financial statements and accountant footnotes prepared by a independent accountant, and submitted in a form acceptable to the program administrator.
b. Letters and progress reports.
c. A summary of site visits and/or management conference calls.
d. Amortization, reconciliation and repayment monitoring to target unwanted credit behaviors and to assist in uncovering larger issues.
e. Loan reviews which address credit topics, including and not limited to: punctuality of payments, collateral considerations, sales growth, financial health of the business, presence of material liens or lawsuits, violations of loan covenants, and suggested corrective actions.

In the event a business is non-compliant with the terms and conditions of the loan agreement or other legal agreements, the program administrator will attempt to work with the borrower to correct identified deficiencies through mutually agreeable actions, including restructuring loans to protect the fund's collateral interest while meeting the businesses' needs.

In the event the findings of the loan review uncover serious deficiencies, particularly the imminent threat or occurrence of default or insolvency, the program administrator shall consult with the Board to discuss and act on legal matters connected with the loan.

L. BLBF Administration Funding

Funds may be withdrawn from the CLF to cover reasonable administrative expenses. Not more than three percent of managed capital may be used for administration. Managed capital is defined as the total unencumbered and unobligated cash on hand plus all outstanding loan balances. At the discretion of the Board, other funds may be used in situations when funds are insufficient to cover administrative costs.

For the BLBF administration, it is critical to continue to support the local programs. As such, it is a goal of the BLBF to provide one percent of the funding to the BLBF administration and two percent towards the local administration. The BLBF operational expenses do not include expenses for collection efforts or legal fees for such efforts. Funds that are not used in a fiscal year are simply returned to the BLBF.

LBLC communities, as defined in II.E that consolidated funds, may claim the following qualifying reimbursable expenses:

a. Travel: Travel shall be reimbursed at the federal mileage rate.
b. Staff time: Staff time shall be reimbursement rate of not more than $45.00/hour.
c. Copies and other administrative costs directly related to regionalization.
d. Marketing: Marketing of the loan programs defined in the manual.

To generate additional revenue to cover administrative costs, the BLBF Board may also establish loan origination fees, closing fees, servicing fees, and other related fees to cover charges directly related either to processing an application or to servicing a loan.

M. Notices

A notice, request or other communication required or permitted shall be in writing and sufficiently given when personally delivered, faxed or transmitted electronically.

III. General Eligibility Considerations

A. Eligible Area

The area served by the BLBF programs shall lie within the corporate limits of Brown, Door, Florence, Kewaunee, Manitowoc, Marinette, Oconto, and Sheboygan County, Wisconsin. BLBF programs will not be available to communities with CDBG funded RLFs that do not participate in the CLF. A complete list of eligible areas will be added to the BLBF Investment Strategy.

B. Eligible Applicants

To be eligible for BLBF loan programs, applicants must meet all of the following:

1. Applications may be submitted by the authorized representative of any business wishing to establish a new operation or expand an existing operation in the BLBF service area. Applicants shall submit an application using the most current form available from the program administrator.
2. All startups and businesses with less than two complete years of operating history must submit a business plan.
3. Applicants must demonstrate that the proposed project is financially viable, and that the business will have the economic ability to repay the funds.
4. Applicants must agree to remain physically located in the BLBF service area during the term of the loan.

To qualify for funding, eligible businesses must complete an application and submit all relevant supporting documentation. Only when all the necessary documentation has been submitted, will the application be processed and presented to a loan committee for formal action. All applicants must be current in all real estate and personal property tax payments at all levels, including any fees or special charges to be assessed by the municipality, or be current in an approved plan to pay taxes or fees. No member of the Board or any other official, employee, or agent of the Board or any of the loan committees, or anyone who exercises decision-making functions or responsibilities in connection with the implementation of this program, is eligible for financial assistance under this program.

C. Eligible Activities

Loan funds will be principally used to finance small to medium sized projects and will feature longer terms and below-market interest rates. Projects proposed for funding must address one or more program objectives. Set-aside loan programs may have restrictions on eligible activities, but the following is a non-exhaustive list of all activities that will be eligible in one or more of the loan programs, when federal restrictions are eliminated by the re-lending of consolidating funds:

1. Acquisition of land and buildings.
2. Site preparation, and construction & reconstruction for non-speculative projects .
3. Purchase and installation of equipment.
4. Site clearance, building demolition and removal and the rehabilitation or construction of buildings and site improvements.
5. Payment of assessments for sewer, water, street, and other public utilities if the provisions of the facilities help the business expand.

6. Working Capital which finances permanent operating expenses, and includes training and relocation expenses.
7. Downtown facade, historic reinvestment and streetscape improvements.
8. Regional based venture fund for technology businesses.
9. Short-term interim bridge financing.
10. Loans to non-profit or for-profit organizations that benefit specific businesses including business incubators, downtown organizations in need of funding for streetscape planning and improvement projects, and other non-profits that benefit from a specific business expansion that creates jobs.
11. Debt refinancing in accordance with policies established by the BLBF Board.
12. Match loans to communities provided there is a direct benefit to an identified business.
13. Disaster loan funds.
14. Other special projects.

D. Ineligible Activities

Ineligible activities include, but are not limited to:

1. Residential building construction or reconstruction (unless such reconstruction is intended to convert a vacant building to a business or industrial operation), except that Community Based Residential Facility (CBRF) or child or adult day care centers are eligible for loans.
2. Non-business expenses.
3. Routine maintenance.
4. Relocation of a business from one community within the BLBF service area to another community without extenuating circumstances.
5. Compensation for a fundamental business weakness or a poor credit history.
6. Other activities the Board or any of the loan committees may identify during the administration of the program.

E. Ineligible Businesses

Ineligible businesses include, but are not limited to:

1. Gambling activities, including any business whose principal activity is gambling.
2. Adult bookstores or adult/companion escort or entertainment services.
3. Night clubs and bars without food services (except for facade loans).
4. Real estate investment speculation unless a proposed project will assist a specific business tenant, and can be substantiated with a multi-year signed lease agreement with the opportunity for the tenant business to purchase the building in the future.

F. Conditions for Federal Funds

1. Low and Moderate Income (LMI) Benefits.

Each project must demonstrate that it meets the CDBG-ED national objective of benefiting Low to Moderate Income (LMI) persons as defined by CDBG regulations. The project shall create jobs or retain, at least 51% of the new jobs shall be made available to LMI Persons.

"LMI Persons" means individuals with household incomes less than eighty (80) percent of the County median household income, by family size, where the project is located.

"Made Available to LMI Persons" means the borrower shall document that at least 51% LMI persons were hired or Received First Consideration by interviewing at least 51% LMI

Persons for created positions that do not require special skills or education beyond high school.

"Received First Consideration" means the borrower must document and use a hiring practice that results in at least 51% LMI Persons interviewed for created positions and demonstrate that under usual circumstances this hiring practice will result in at least 51% LMI persons being hired. Part of the borrower's hiring practice must include the posting of available positions with the local Job Service Office or Workforce Development Boards.

The following documentation evidencing compliance must be collected:

- A listing of all job titles which were planned to be held by, or made available to, LMI persons,
- A commitment to hire or make at least 51% of jobs available to LMI persons, a written plan for how such persons were given first consideration for jobs including what hiring process was used, and
- A list of the LMI persons interviewed for particular positions, including the size and annual income of the person's family prior to interviewing for the position.

2. Federal Anti-Piracy.

The borrower must certify that it does not have immediate plans to relocate jobs in violation of CDBG Anti-Piracy regulations. The following language will be included in all agreements with the borrower. "The Borrower certifies it is and will maintain compliance with CDBG Anti-Piracy regulations as stated in 24 CFR 570.482(h). Violation of this regulation will constitute an Event of Default."

IV. BLBF PROGRAMS

BLBF administers one primary loan and these set-aside loan programs. The programs are:

1. Revolving Loan Program (RLP):	primary
2. Micro Loan Program (MLP):	set aside
3. Downtown Reinvestment Program (DRP):	set aside
4. Technology Enterprise Program (TEP):	set aside

* These loan programs may be combined.

The RLP was started with consolidated RLF funds from participating member communities. Member communities provided funds via two methods:

1. Existing loan funds that were not loaned out were provided to the BLBF. These funds are tracked in a separate account and must meet all HUD requirements. Repayments from newly originated BLBF loans, upon repayment, are classified as de-federalized dollars.
2. Communities with existing loans assigned the loans to the BLBF. Loan re-payment to the BLBF from the time of assignment are classified as de-federalized dollars. The de-federalized funds are used to fund the existing RLP and set aside loan programs.

The requirements of each loan fund will be available to applicants on-line, and program and qualifications and eligibility determined with assistance from the program administrator or the local community. Applicants will be encouraged to upload attachments required in the application.

IV. Bay-Lake Revolving Loan Program (RLP)

A. Purpose

The purpose of the RLP is to promote economic growth in the BLBF service area through recruitment, expansion, and retention of business and industry. The RLP will provide financing to fill gaps in local markets and to stimulate private sector capital investments. The RLP is not meant to be the primary source of financing for projects and will work in partnership with lenders of any type or kind.

The RLP will provide direct loans to a borrower and may be used to fund guarantees, letters of credit or other contingent financing arrangements. Until funds are de-federalized, the RLP will provide funding that addresses the federal requirements of the CDBG program.

B. Administration

Administration of the RLP is designed to provide local control. Loan applications and approvals are dependent on the loan amount. All loans are underwritten by BLBF staff. In addition, once a loan is approved, all loan documents are completed and the loan closed by BLBF staff.

RLP loan approval occurs at the following levels:

Loans up to	$250,000:	Local RLF Committee
Loans between	$250,001-$500,000:	Bay or Lake Area Committee
Loans over	$500,000:	BLBF Board

C. Eligibility

The RLP will address all financing requests not addressed by the MLP, DRP and the TEP. The RLP can be used in combination with the other loan programs. Applicants may apply for the RLP if no funds are available in the MLP but may not apply for both an MLP and an RLP loan concurrently. Businesses who have received MLP funds, and have a satisfactory repayment history, can apply for RLP funding for qualifying projects.

The RLP will consider projects that provide a public economic benefit to a community. Determining public benefit varies within the area. There are both direct and indirect benefits that can be considered by the loan committees. The committees will evaluate proposed loans weighing their own unique economic considerations.

Examples - Direct Benefits
1. Job creation and retention, especially jobs that pay good wages and provide benefits.
2. Increased tax base and private investment, but may feature limited job creation.
3. Creation of services not currently available in a community.

Examples - Indirect Benefits
1. Creation of a visible symbol of positive economic change in a community or the region.
2. Long term economic and employment growth potential.
3. Adds value to and expands the market for area resources or diversifies the economy.

4. Invests in new technology.
5. Helps reverse the brain drain.
6. Promote the development of "Clusters".
7. Promotes a community's Comprehensive Plan.

D. Use of Funds

RLP dollars can be used for property acquisition, construction, working capital, inventory purchases, and the purchases of machinery and equipment.

E. Terms

General Requirements	1. For loans using federal dollars, the loan is capped at $20,000 per qualified job created or retained. 2. For loans using de-federalized dollars, the loan is capped at $50,000 per job created or retained. 3. RLP loans cannot exceed 50% of the funds used for the project.
Interest Rate	The interest rate shall be established by the BLBF.
Loan Size	up to $1,000,000
Maturities	- Working capital loans shall have a maximum term of five years. - Loans for machinery, equipment, and fixtures shall have a maximum term of ten years, or the depreciable life of the asset. This shall apply only if the pledged assets serve as primary security for the loan. - Real estate loans shall have a maximum term of fifteen years amortized up to 20 years. Balloon payment may be utilized.
Repayment	Payment of interest and/or principal may be deferred for a period of time not to exceed six months with proper justification. Automated Clearing House (ACH) payments are required for loan repayment.
Prepayment	Allowed with no penalties.
Collateral	Collateral is required and will usually take the form of a security interest in all of the borrower's assets and personal / corporate guarantee.
Personal Guarantees	Personal guarantees are required from any person with a 20% or greater ownership interest in the business.

F. Application

A standard application form shall be developed and used for all loan requests. Applicants will be encouraged to complete applications on line, and to upload attachments required in the application. Once an application is completed, it is submitted to the BLBF program staff. Once the application is received, program staff will assign the loan to the appropriate local economic development professional.

If the application is from an LBLC participant, it will be assigned to the designated professional in the respective community. If the application is not from a LBLC participant, it will be assigned to the respective County economic development professional. The assigned economic development professional will work with the applicant to ensure all items are completed for the loan application to be processed.

G. Review / Approval

The assigned economic development professional shall serve as the loan officer for the project, and shall provide loan details to the BLBF staff for underwriting. Underwriting shall complete a financial review of the application, and will order background materials that may include personal credit reports, title checks, and Wisconsin Circuit Court liens, etc. Underwriting shall provide a written summary of the findings to the loan officer.

Loans up to $250,000

- The loan officer will develop a project summary and recommendation, including but not limited to the basic loan terms, and a summary of underwriting findings.
- The loan officer will schedule the LBLC meeting to review the loan application and take action.
- If approved by the LBLC, the loan officer will provide a written summary of the actions taken to BLBF staff.
- BLBF staff will then issue commitment letters to the applicant. If the commitment is accepted by the applicant, the BLBF staff will send notice to the loan officer.
- The BLBF staff will close, disburse and service the loan.

Loans $250,001 - 500,000

- The loan officer will develop a project summary and recommendation, including but not limited to the basic loan terms, and a summary of underwriting findings.
- The loan officer will schedule the Bay or Lake Area committee meeting to review the loan application and take action.
- If approved by the Bay or Lake Area LBLC, the loan officer will provide a written summary of the actions taken to BLBF staff.
- BLBF staff will then issue commitment letters to the applicant. If the commitment is accepted by the applicant, the BLBF staff will send notice to the loan officer.
- The BLBF staff will close, disburse and service the loan.

Loans over $500,000

- For loans over $500,000, BLBF staff will be assigned as the loan officer. The loan officer will work with the local economic development professional in sharing the project details.
- The loan officer will develop a project summary and recommendation, including but not limited to the basic loan terms, and a summary of underwriting findings.
- The loan officer will schedule the BLBF committee meeting to review the loan application and take action.
- If approved by the BLBF Board, BLBF staff will then issue commitment letters to the applicant. If the commitment is accepted by the applicant, the BLBF staff will send notice to the local economic development professional.
- The BLBF staff will close, disburse and service the loan.

H. Record Keeping

Record keeping must match the standards outlined in Section II.K.

V. MICRO-LOAN PROGRAM

A. PURPOSE

The MLP is designed to provide loans to start-up, newly established, or growing small business concerns. A key objective of the program is to assist business owners, who have traditionally had difficulty accessing traditional sources of debt financing, by affording them an alternative for obtaining credit.

The MLP may also be used by businesses to help as working capital offset the impact of significant street construction which severely limits access to the business. In this case, the local community should also work with BLBF to market the program well in advanced of the planned construction.

B. ADMINISTRATION

Administration of the MLP is designed to maximize local control. Loan applications and approval are made at the local level, and are dependent on funds available. All loans are underwritten by BLBF staff. In additional, once a loan is approved, all loan documents are completed and serviced by BLBF staff.

C. ELIGIBILITY

Each applicant is expected to have good character, a strong commitment to their business idea, and demonstrate the feasibility and economic viability of the business. The applicant should have some management skills or relevant industry experience to support the project's purpose.

Eligible applicants shall not have average annual gross sales over $1,000,000 over the past two years and fewer than 25 employees. Applicants cannot apply for a second MLP unless the first MLP is fully repaid. The applicant may apply for RLP, TEP or DRP before full repayment of MLP. No matching funds under this program are required, but the level of private equity invested in the project request will be a consideration of the loan committee.

D. USE OF FUNDS

MLP can be used for working capital, inventory purchases, machinery and equipment, furniture, fixtures, supplies, leasehold improvements, building renovation/rehabilitation, real estate acquisition, and natural disaster recovery.

E. TERMS

General Requirements	MLP loans cannot exceed 50% of the funds used for the project. In the case street construction related loans, there is no match required.
Loan Size	Up to $25,000.
Interest Rate	The interest rate shall be established by the BLBF.
Maturities	Working capital loans cannot exceed five years. Fixed asset loans shall be determined by the type of assets pledged.
Repayment	Payment of interest and/or principal may be deferred for a period of time not to exceed six months with proper justification. Automated Clearing House (ACH) payments are required for loan repayment.

Prepayment	Allowed with no penalties.
Collateral	Collateral is required and will usually take the form of a security interest in all of the applicant's assets and personal / corporate guarantees.
Personal Guarantees	Personal guarantees are required.

F. APPLICATION

A standard application form shall be developed and used for all loan requests. Applicants will be encouraged to complete applications on line, and to upload attachments required in the application. Once an application is completed, it is submitted to the BLBF program staff. Once the application is received, program staff will assign the loan to the appropriate local economic development professional.

If the application is from an LBLC participant, it will be assigned to the designated professional in the respective community. If the application is not from a LBLC participant, it will be assigned to the respective County economic development professional. The assigned economic development professional will work with the applicant to ensure all items are completed for the loan application to be processed.

G. REVIEW / APPROVAL

The assigned economic development professional shall serve as the loan officer for the project, and shall provide loan details to the BLBF staff for underwriting. Underwriting shall complete a financial review of the application and will order background materials that may include personal credit reports, title checks, and Wisconsin Circuit Court liens, etc. Underwriting shall provide a written summary of the findings to the loan officer.

The approval process is as follows:

- The loan officer will develop a project summary and recommendation, including but not limited to the basic loan terms, and a summary of underwriting findings.
- The loan officer will schedule the LBLC meeting to review the loan application and take action.
- If approved by the LBLC, the loan officer will provide a written summary of the actions taken to BLBF staff.
- BLBF staff will then issue commitment letters to the applicant. If the commitment is accepted by the applicant, the BLBF staff will send an email notice to the loan officer.
- The BLBF staff will close, disburse and service the loan.

H. RECORD KEEPING

Record keeping must match the standards outlined in Section II.K.

VI. Downtown Reinvestment Program

A. Purpose

The DRP is designed to provide an incentive and financial assistance to encourage property and business owners in historic downtowns in the BLBF service area to revitalize commercial buildings.

B. Administration

Administration of the DRP is designed to maximize local control. Loan applications and approvals are made at the local level, and are dependent on funds available. All loans are underwritten by BLBF staff. In addition, once a loan is approved, all loan documents are completed and serviced by BLBF staff.

C. Eligibility

Property owners or tenants located within downtown districts are eligible. Startup businesses are eligible, but must provide an acceptable business plan and show sufficient management background and an equity position in the business. Applicants must demonstrate ability to cash flow the projected debt service, and to operate a business successfully. The following must be current: real estate taxes, personal property taxes, utility bills, current portion of special assessments and special charges owed to the municipality.

D. Use of Funds

Eligible Uses. Facade renovation (including related architectural services), signs, exterior doors, windows, awnings, exterior graphics, exterior lighting, and other facade or landscape improvements. Building code violations such as roofing, structural repair and necessary mechanical system upgrades are eligible, but only as part of an approved facade improvement. Facade funds can only be used for rehabilitation expenses incurred after the application is approved for funding.

Ineligible Uses. No refinancing, land / building acquisition, inventory, furniture, equipment or working capital. Mixed use projects cannot be primarily residential in land usages.

Design Requirements. Applicants must provide acceptable facade design plans that shall comply with approved local design guidelines..

E. Terms

General Requirements	1. DRP loans cannot exceed 75% of the funds used for the project. 2. Project must be approved by local unit of government or agent. 3. 25% of the loan is withheld until a compliance letter is issued by the local unit of government documenting project completion
Loan Size	$5,000 to $25,000.
Interest Rate	The interest rate shall be established by the BLBF.
Maturities	Cannot exceed seven (7) years.
Repayment	Payment of interest and/or principal may be deferred for a period of time not to exceed six months with proper justification. Automated Clearing House (ACH) payments are required for loan

	repayment.
Prepayment	Allowed with no penalties.
Collateral	All loans shall be secured to the fullest extent possible and by a personal / corporate guarantee.
Personal Guarantees	Personal guarantees are required where applicable. Corporate guarantees are required if applicable. Borrowers will be required to continue to maintain the properties in the condition and for a time as set forth in the loan documents but will normally not be less than the term of the financing.

F. Application

A standard application form shall be developed and used for all loan requests. Applicants will be encouraged to complete applications on line, and to upload attachments required in the application. Once an application is completed, it is submitted to the BLBF program staff. Once the application is received, program staff will assign the loan to the appropriate local economic development professional.

If the application is from an LBLC participant, it will be assigned to the designated professional in the respective community. If the application is not from a LBLC participant, it will be assigned to the respective County economic development professional. The assigned economic development professional will work with the applicant to ensure all items are completed for the loan application to be processed.

G. Review / Approval

The assigned economic development professional shall serve as the loan officer for the project, and shall provide loan details to the BLBF staff for underwriting. Underwriting shall complete a financial review of the application and will order background materials that may include personal credit reports, title checks, and Wisconsin Circuit Court liens, etc. Underwriting shall provide a written summary of the findings to the loan officer.

The approval process is as follows:

- The loan officer will develop a project summary and recommendation, including but not limited to the basic loan terms, and a summary of underwriting findings.
- The loan officer will schedule the LBLC meeting to review the loan application and take action.
- If approved by the LBLC, the loan officer will provide a written summary of the actions taken to BLBF staff.
- BLBF staff will then issue commitment letters to the applicant. If the commitment is accepted by the applicant, the BLBF staff will send an email notice to the loan officer.
- The BLBF staff will close, disburse and service the loan.

Monitor Compliance: The final disbursement will not be paid until the local government sends a compliance notice to the program administrator project has been completed and meets the guidelines.

H. Record Keeping

Record keeping must match the standards outlined in Section II.K.

VII. TECHNOLOGY ENTERPRISE PROGRAM (TEP)

A. PURPOSE

The TEP is designed to provide "patient" debt financing to emerging growth companies that have the potential to create positive economic benefits throughout the BLBF service area. The TEP is intended to be complementary to equity sources of capital for companies who may not possess the transaction size or market potential to attract angel or venture capital and/or conventional financing.

B. ADMINISTRATION

Administration of the TEP program is designed as a regional program.

Loan applications and approval are made at the local level and are dependent on funds available. All loans are underwritten by BLBF staff. In addition, once a loan is approved, all loan documents are completed and serviced by BLBF staff.

C. ELIGIBILITY

- Businesses must be located in, or agree to locate in, the BLBF service area, and will enhance development opportunities within the area.
- The technology must be for a specific business possessing and/or developing a proprietary product or other intellectual property.
- A company must have a strong market outlook, solid prospects for full-scale commercialization, and likelihood to attract follow-up funding.
- An experienced and competent management team that has meaningful ownership participation is a definite plus.

D. USE OF FUNDS

The TEP fund can be used for working capital, inventory purchases, machinery and equipment, furniture, fixtures, supplies, leasehold improvements, and building renovation / rehabilitation, land acquisition and building materials.

E. TERMS

General Requirements	TEP loans cannot exceed 50% of the funds used for the project.
Loan Size	$50,000 to $250,000.
Interest Rate	The interest rate shall be established by the BLBF.
Maturities	A maximum term of five (5) years.
Repayment	Repayment options including deferral and interest-only payments are negotiable. Deferral and interest-only period will correspond to project ramp-up to stabilized operations --- not to exceed 12 months.
Prepayment	Allowed with no penalties. Automated Clearing House (ACH) payments are required for loan repayment.
Collateral	Collateral required usually in the form of a security interest in all of the company's assets, including the technology associated with or developed during the time of the investment. In cases where another party owns the technology, the company must have a proper licensing agreement in place. Individual UCC filing on specific assets may be required.

Personal Guarantees	Personal guarantees are required from any person with a 20% or greater ownership interest in the business. Corporate guarantee(s) where applicable.

F. Application

A standard application form shall be developed and used for all loan requests. Applicants will be encouraged to complete applications on line, and to upload attachments required in the application. Once an application is completed, it is submitted to the BLBF program staff. Once the application is received, program staff will assign the loan to the appropriate local economic development professional.

If the application is from an LBLC participant, it will be assigned to the designated professional in the respective community. If the application is not from a LBLC participant, it will be assigned to the respective County economic development professional. The assigned economic development professional will work with the applicant to ensure all items are completed for the loan application to be processed.

G. Review / Approval

The assigned economic development professional shall serve as the loan officer for the project, and shall provide loan details to the BLBF staff for underwriting. Underwriting shall complete a financial review of the application and will order background materials that may include personal credit reports, title checks, and Wisconsin Circuit Court liens, etc. Underwriting shall provide a written summary of the findings to the loan officer.

The approval process is as follows:

- The loan officer will develop a project summary and recommendation, including but not limited to the basic loan terms, and a summary of underwriting findings.
- The loan officer will schedule the LBLC meeting to review the loan application and take action.
- If approved by the LBLC, the loan officer will provide a written summary of the actions taken to BLBF staff.
- BLBF staff will then issue commitment letters to the applicant. If the commitment is accepted by the applicant, the BLBF staff will send an email notice to the loan officer.
- The BLBF staff will close, disburse and service the loan.

H. Record Keeping

Record keeping must match the standards outlined in Section II.K.

VIII. Distribution of Funds / Loan Service

A. Loan Procedures

Prior to releasing loan funds, the following documentation must be in place, or provided at the appropriate time during the term of the loan.

1. Notice of Loan Commitment and Acceptance. The designated loan committee must have reviewed and approved a complete application for an eligible applicant. The program administrator will draft a letter of commitment based on the certification/loan recommendation signed and approved by the appropriate loan committee. The applicant must return an executed acceptance of loan terms to the program administrator.

2. Evidence of permits, etc. Documentation must be provided by the borrower that all necessary permits, licenses and any other registrations have been obtained prior to the release of loan funds.

3. Loan Agreement. The program administrator shall prepare a loan agreement that shall be executed by a party authorized by the Board.

4. Promissory Note. A promissory note shall be prepared by the program administrator and must be dated and specify the amount and terms of the loan. The promissory note must be signed by a party authorized by the Board at the time of loan closing.

5. Security. Security arrangements and personal guarantees, if applicable, shall be required as security for all loans. The documents will be executed at the time of the loan closing. The program administrator shall record the instrument(s), when applicable. Documentation will be placed in loan files, and may include:

   (a) Mortgage and security agreement.
   (b) UCC searches and filing.
   (c) Guarantee agreement.
   (d) Assignment of life insurance.
   (e) Casualty insurance binder.
   (f) Personal / corporate guarantee.
   (g) Other documentation as may be appropriate.

6. Repayment Schedule. The program administrator shall prepare an amortization schedule.

7. Evidence of Program Expenditures. Documentation acceptable to the program administrator must be provided by the borrower to evidence program expenditures.

8. Other Documentation. As appropriate or as necessary, the borrower may be asked to provide the following to the program administrator:

   (a) Articles of Incorporation and By-laws; operating agreements or partnership agreements.
   (b) A resolution to borrow funds.

(c) Evidence of having secured other funds necessary for the project. Submit a letter of commitment from non-public lenders.
(d) Current financial statements.
(e) An Environmental Assessment for real estate loans, which may include, but not be limited to, Phase I, II, or III analysis, depending on the site.

With the above documentation in place, the program administrator will schedule a loan closing. All documents will be executed before funds are disbursed, and mortgages shall be recorded with the Register of Deeds in the county where the borrower is located, and the UCC statements with Wisconsin Department of Financial Institutions.

B. Default

If the business defaults on any of the terms and conditions of the loan agreement, or security agreements issued in connection with a loan, all sums due and owing, including penalties, may become immediately due and payable. The Board may commence actions to recover the unpaid balance of the note and account. To exercise this option, the program administrator shall prepare a written notice to the business. The notice shall specify the following:

1. The event(s) of default.
2. The action required to cure the default.
3. A date, not less than thirty (30) consecutive calendar days from the date of the notice, by which the default must be cured to avoid foreclosure or other corrective action.
4. Any penalties, late fees or liquidated damages incurred as a result of the default.

C. Loan Repayments and Reporting

Repaid loans shall be re-deposited into the CLF account and used in a manner consistent with the policies and procedures manual, the BLBF Investment Strategy and agreements with the WEDC. A separate accounting record for each loan shall be kept to account for all funds disbursed and repaid. The fund account shall be audited yearly by an independent auditor. The program administrator shall prepare reports on the use of funds.

D. Loan Servicing

The program administrator shall be responsible for the day-to-day administration of the CLF portfolio, including establishment and maintenance of recordkeeping and tickler file systems, preparing and submitting progress reports, collecting and analyzing financial statements, conducting field visits, monitoring repayments and working with problem loans. The program administrator may engage outside staff to assist with the administration of the fund including legal counsel.

The program administrator shall monitor each loan to ensure compliance with the loan terms and conditions, and to monitor the financial health of the borrower business. The monitoring will also ensure that all recordkeeping requirements are met.

A loan servicing file shall be established and maintained for each loan. The file shall include all written correspondence; a record of important telephone conversations; a list of applicable loan covenants; certificates of insurance for builder's risk, property-casualty, and life insurance, as applicable.

All new loans shall normally have loan payments due every month. All loan recipients will be required to make monthly loan payments through an electronic withdrawal process. A late charge of $5.00 or 5.0% (whichever is greater) of the payment amount shall be assessed for any payment received late by 15 days or more.

The objective of the CLF is to contribute a positive economic benefit to the area economy rather than maximizing return on investment. Thus the BLBF is designed to have more latitude in dealing with a problem loan than a traditional lender does. If a business can benefit from a loan workout and a private lender is also willing to work with the business, the BLBF may utilize various alternatives to assist the troubled business including rearranging the loan amortization.

Collection actions including collateral foreclosure, repossession and legal actions taken to preserve the CLF's interest in collateral shall be taken on behalf of the CLF and shall be approved by the Board unless the Board delegates certain authorities to local loan committees or the program administrator.

There will be no loan loss reserve established. The BLBF, Inc. will develop a plan with WEDC to use a small amount of program funds to cover collection costs that should be reimbursed by the borrower and/or recovery of assets and not counted as part of the administration fee.

E. Record Keeping

In addition to all other requirements, the financial management records must be comprehensive and designed to provide the following information, which may be provided through an internal accounting system maintained by the program administrator:

1. Accounts that record all deposits and disbursements to and from the loan fund, including funds used for administration, federal funds, CDBG funds to be returned to WEDC, funds available for set-aside programs and the RLF, and contributions from each RLF local government.

2. Loan repayment registers that record repayments made by each borrower receiving a loan from the CLF. This register also tracks the balance of repayments from all loans from the fund.

3. Collection register for every loan made. Each register contains the business name, loan date, loan number, loan amount, terms, and the date repayment begins. Payments are divided into principal and interest.

4. Program administrator shall prepare periodic status reports for BLBF, the loan committees, municipalities, and WEDC.

MEMO CITY OF DE PERE

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director SM
Re: Consideration of 2013-2014 Insurance Liability Policy Renewals
Date: May 9, 2013

We have been working with our broker, Arthur J. Gallagher on the City's liability policy renewals for the upcoming year. Listed below are the 2012/2013 expiring premiums, and the 2013/2014 renewal premiums.

Policy	2012/2013 Renewal Premiums	2013/2014 Renewal Premiums
Workers Compensation	279,474	278,659
Business Auto	47,533	58,489
General Liability	42,630	45,214
General Liability-Line Spur	1,303	1,427
Law Enforcement Liability	25,197	25,556
Umbrella	7,417	9,253
Umbrella Liability-Line Spur	2,325	2,552
Railroad Protective	1,075	750
Boiler and Machinery Equipment Breakdown	5,655	6,101
Crime Yearly premium is set for 3-year period (2013-2015)	$1,077	1,076
Public Officials	25,716	17,701
Cyber Liability	12,897	10,927
Total	**$452,299**	**$457,705**

This renewal represents an overall increase of $5,406 or 1.2%. Our rates over the last three years have increased 6.3%, 1.09%, and 11.8%. Therefore, we are very pleased with the minimal increase.

For your information, we sought bids on all lines of coverage this year. Many different alternatives we considered. I am recommending changing our carrier for two lines of coverage (Public Officials and Cyber Liability). By doing so we are saving $10,488 in premiums. The only difference in coverage is the new deductible level for public officials is $10,000 more. Reviewing our claim runs for the last eight years we've only had three instances where we've paid money towards our deductible. Even with one claim per year where we would have to pay the full deductible, we would still have a savings by changing carriers.

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

Memo City of De Pere

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director SM
RE: Consideration of Approval Process for Job Vacancies
Date: May 9, 2013

Prior to 2003 the Finance/Personnel Committee reviewed all staffing levels for all departments in January of each year and designated any position they wished to have reviewed in the event a vacancy would occur. The purpose of the policy was to allow City staff to expedite the process for filling vacancies by having staffing levels reviewed on an annual basis rather than as each vacancy occurred. The process to fill any positions designated for review by the Committee would not be initiated until approval was received. This process is what is identified in the Rules and Regulations for filling vacant positions.

In 2003, the City Administrator, Larry Delo, changed the process which requires all positions be reviewed by the City Administrator, HR Director, and department head prior to being filled.

Sometime around 2008 when the budget starting getting very tight, the Finance/Personnel Committee required each vacancy to come for approval before them prior to the position being filled.

I am asking for approval to follow the following process for filling vacant positions:

All positions must be reviewed by the City Administrator, HR Director and department head. If the position is budgeted and if it is determined the position is still warranted, the position may be filled. If it is recommended the position not be filled, the position would remain vacant. If a new position is recommended in the table of organization that is not budgeted, the approval for that position would have to be approved by the Finance/Personnel Committee and the City Council as part of the annual budget development process.

This process would be the most efficient and effective process for filling positions. If approval is not granted, I am requesting approval to fill the following positions:
2-Fire Fighters
1-Part-time Secretary (Park Department)
3-Police Officers
1-Health Officer

A review was done on all positions and it was determined there is a need to fill the vacancies. All positions were approved in the 2013 budget and are currently vacant with the exception of one of the Fire Fighters. The Fire Fighter vacancy will occur with a retirement the end of June. The Chief is asking for approval to fill this vacancy in early June which will allow the individual to go through the three week training process with the other Fire Fighters and be ready for work when the retirement takes place. The Fire Chief has the funds to do an over hire due to another two current vacancies that we are also working to fill. Approval was previously granted to fill those vacancies.

To: Mayor Michael J. Walsh
Lawrence Delo, City Administrator
Finance/Personnel Committee Members
From: Joe Zegers, Finance Director
RE: 2012 Budget Items Carried Forward to 2013
Date: May 8, 2013

I have attached the proposed resolution where we annually reserve a portion of our general fund balance for amounts that were budgeted in 2012 but were not spent until 2013. These are listed by department with a brief description for each item. For your information and comparative purposes, last year's carryover amount was $224,035. This year's amount is $98,626 which is smaller than last year due to diminished amounts needed for public safety radio carryover. Last year we carried over $166,099 for radio outlays in public safety. Feel free to contact me prior to the Finance Meeting on May l4, 2013 should you have any questions. I recommend that these items be approved for carryover to 2013. I will not present at the meeting so please call or e-mail by May 13th should there be any questions on this item.

RESOLUTION #13-XX

RESOLUTION ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2012

BE IT HEREBY RESOLVED, that the Mayor and Common Council of the City of De Pere do hereby authorize that the following accounts be established as non-lapsing funds as of December 31, 2012:

Account	Amount
Elections-Backup Voting Machine	$6,100
Police-Radio Outlay	$22,291
Police-Community Policing	$2,137
Police Training	$2,827
Fire/Rescue-Copy Machine	$1,392
Fire/Rescue-Act 102	$4,569
Fire/Rescue-EOC	$2,168
Fire/Rescue-Fire Prevention	$2,720
Fire/Rescue-Sirens	$8,750
Public Works-Mach & Equipment-Fuel System	$13,962
Community Center-Outdoor Light Fixtures	$2,500
Swimming Pools-ADA Lifts	$8,670
Economic Development-Consulting-Main St. Baseline	$8,144
GIS-Consulting for DIME Consortium Project	$8,205
GIS-Server Backup/LIDAR System	$4,191
TOTAL	**$98,626**

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of May, 2013.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
, Clerk-Treasurer

Ayes:______

Nays:______

City of De Pere
Non-Lapsing Funds Detail
December 31, 2012

DEPARTMENT	ITEM	AMOUNT	COMMENTS
Elections	Elections Outlay-Backup Voting Machine	$ 6,100	2 machines for $12,200 in 2012 budget, only 1 needed
Police Department	Police-Radio Outlay	$22,291	Unspent amount of $171,000 budgeted in 2011& 2012 and now carried forward to complete radio replacement program.
Police Department	Police-Community Policing	$2,137	This amount represents unspent donations for Crime Prevention program.
Police Department	Police-Training	$2,827	This amounts represents unspent state grants specific for training.
Fire Department	Fire/Rescue-Copy Machine	$1,392	Unspent amount of $10,000 budgeted in 2012 and now carried forward for copier lease payment in 2013.
Fire Department	Fire/Rescue-Act 102	$4,569	This amounts represents unspent state Act 102 grants specific for fire department.
Fire Department	Fire/Rescue-EOC	$2,168	Unspent amount of $4,000 original 2012 budget and now carried forward for EOC center.
Fire Department	Fire/Rescue-Fire Prevention	$2,720	Unspent amount of $4,400 original 2012 budget and now carried forward for fire prevention.
Fire Department	Fire/Rescue-Outdoor Siren Outlay	$8,750	Unspent amount of $19,500 original 2012 budget needed to complete siren purchase.
Public Works	Public Works-Machinery & Equipment	$13,962	Amount Spent in 2013 to complete 2012 budget item of $15,891 for system upgrades; $476 was spent in 2012.
Community Center	Community Center Outlay-Outside Lighting	$2,500	$2,500 budgeted in 2012 for LED lighting, purchase to be completed in 2013.
Swimming Pools	Swimming Pools Outlay-ADA Lifts	$8,670	Remaining amount needed to complete handicapped accessibility program of $14,000 in 2012 budget.
Economic Development	Economic Development-Consulting Main Street Baseline	$8,144	Amount needed to complete Main Street baseline for establishing the BID District. This will be used to complete the survey by SNC Survey Center.
GIS Department	GIS-Consulting for DIME Consortium Project	$8,205	This is for the DIME project in cooperation with Brown County, Green Bay, and Ashwaubenon. Project was postponed to 2013.
GIS Department	GIS-Equipment Outlay-Server Backup System for LIDAR 3D Software	$4,191	Unspent amount of $4,700 budgeted in 2011 & 2012 budget and now carried forward for server backup system for LIDAR 3D software.
	TOTAL	**$ 98,626**	

To:	Honorable Mayor and Members of the Finance Committee
	Larry Delo, Administrator
From:	Joe Zegers, Finance Director
Date:	May 8, 2013
Subject:	2013 Borrowing

I have attached the project list in regard to the development of an initial resolution to authorize the 2013 borrowing. The projecting borrowing is in the form of fifteen year general obligation bonds(additional analysis is being completed by the City's financial advisor to determine if a ten year note may be more appropriate) which include $1,916,074 of non-TID projects as well as bonding for $3,941,000 for the various TID items listed on the worksheet.

Pending Finance Committee approval, the initial resolutions for these projects will go to the City Council for approval at the June 4th meeting with the Council approving the most favorable bond bid at the July 16th meeting. Proceeds would then be available to the City between the end of July and early August. This information is presented for your review and approval. Should you have any questions on this feel free to contact me please by May 13th. I will not be present at the Finance Committee meeting on May 14th as I will be on vacation.

City of De Pere
Proposed 2013 Project Borrowing List

Proposed Project	Proposed Budget	Actual	Project Description
Southwest Park Parking Lot/Ponds	244,450	244,450	The Non-TID Projects were all included and did not change from the 2013 Budget
Crackfilling/Patching	353,724	353,724	The Non-TID Projects were all included and did not change from the 2013 Budget
Sidewalks	56,000	56,000	The Non-TID Projects were all included and did not change from the 2013 Budget
County Highway PP	911,900	911,900	The Non-TID Projects were all included and did not change from the 2013 Budget
Lost Dauphin & Scheuring	15,000	15,000	The Non-TID Projects were all included and did not change from the 2013 Budget
County Hwys D & F	70,000	70,000	The Non-TID Projects were all included and did not change from the 2013 Budget
St Hwy 57 Broadway Design	15,000	15,000	The Non-TID Projects were all included and did not change from the 2013 Budget
LeBrun Road	250,000	250,000	The Non-TID Projects were all included and did not change from the 2013 Budget
Non-TID Total	**1,916,074**	**1,916,074**	
TID 5: Façade Grant(s)	20,000	0	Eliminated for 2013 Borrowing
TID 6: Pond Acquisition	400,000	0	Eliminated for 2013 Borrowing
TID 6: New Pond	400,000	0	Eliminated for 2013 Borrowing
TID 6: Road Concrete Patching	910,000	2,000,000	The City will be reconstructing American Blvd form Scheuring Road to Fortune Road. The work will include storm water updates and concrete replacement.
TID 6: Development Grant(s)	100,000	400,000	Development grant for Green Bay Packaging. Green Bay Packaging will be adding 100,000 square feet to their existing facility. The project will also include the addition of 20 jobs.
		350,000	Development grant for Infinity. Infinity will be adding 40,000 square feet to their existing facility. The project will also be addition 15-20 jobs.
TID 6: Sidewalk SW Park		25,000	Sidewalks are being install Lawrence Drive. These sidewalks will be on Lawrence Drive and are directly in front of Southwest Park. This part of Lawrence Drive falls within the project area of TID #6.
TID 7: Development Grant(s)	100,000	280,000	Development grant for the redevelopment of a site in the downtown as identified by our Downtown Master Plan. The redeveloped site will be used by a new Walgreens store that has been designed to serve as a 'bookend' for our historic downtown.
TID 7: WayFinding	35,000	0	Eliminated for 2013 Borrowing
TID 7: Countdown Timers	10,000	10,000	Countdown timers are required by the US Department of Transportation. The City has capital plan to bring all of the City signals into compliance. These funds will complete two more additional intersections in the Downtown district.
TID 8: Developers Grant(s)	100,000	0	Eliminated for 2013 Borrowing
TID 8: Box Culvert	215,000	225,000	As part of the development of the business park, a box culvert needs to be upsized to handle the flow of water. This project will include the permits, engineering and construction of the new facility.

TID 8: City Sign	75,000	75,000	The existing City sign is rusted and needs to be replaced. This funding would be used for a new City of De Pere sign and its installation in a new location identified in the plan for the business park.
TID 8: Traffic Study	40,000	40,000	With the addition of Foth and the continue growth in this corridor, the City is going to study the corridor for the necessary transportation improvements that will be needed. The study is critical for the long term success of the business park.
TID 8: Sidewalks (Lawrence Dr)	70,000	70,000	Sidewalks are required along Lawrence Drive. This funds will be used to help complete the missing sections of sidewalk. Once the project is complete, the City will have sidewalks from Scheuring Road south to Southwest Park which is part of the City Comprehensive Plan.
TID 9: Developers Grant(s)	100,000	66,000	Development grant for the complete renovation of 313 Main Ave. The project will house a new IT consulting firm that will bring 8 employees to the downtown.
TID 9: Reid Street Alley	50,000	50,000	As identify in the City Downtown Master Plan, the Reid Street alley and parking lot need improvements match the building improvement that are occurring. The project will look at improving City facility with the Reid Street alley and parking lot. Item will include lighting, dumpster enclosures, and parking modifications.
TID 9: WayFinding	35,000	0	Eliminated for 2013 Borrowing
TID 10: Road Construction	2,400,000	0	Eliminated for 2013 Borrowing
TID 10: Regional Pond	400,000	0	Eliminated for 2013 Borrowing
TID 10: Signage	15,000	0	Eliminated for 2013 Borrowing
TID 10: Acquisition	200,000	200,000	Project is for the acquisition of property that was identified in the TID project plan. The property is critical for the extension of Commerce Drive in the industrial Park. The funds will also be used for the initial design of the regional storm water pond.
TID 10: Developers Grant(s)	100,000	150,000	CA Lawton is planning their second phase expansion. In 2012, the Company had a significant expansion that enable new equipment to be installed. The second phase of the project will also for more work to be on site and it will also allow for more storage of castings on site.
TID Total	**5,775,000**	**3,941,000**	
TOTAL BORROWING	**$7,691,074**	**$5,857,074**	

Item #19

RECEIVED
APR 26 2013
DE PERE
CITY CLERK

CITY OF DE PERE
CLERK-TREASURER'S OFFICE
335 SOUTH BROADWAY STREET
DE PERE, WI 54115
(920) 339-4050

OF DE PERE
RECEIVED
APR 26 2013
CITY ATTORNEY

LIABILITY CLAIM INFORMATION FORM

INSTRUCTIONS: Please fill out this form completely, sign, date and return to the listed above. The City will submit your documentation to its insurance carrier for pay determination.

1. Date and Time of Incident: 4-1-13
2. Location of Incident: 327 Main Ave. Ste. C De Pere, WI 54115
3. Name of Injured Person/Owner of Damaged Property: Jeff & Hanna Zepnick
Hanna's Nails & Spa (Age if Minor: ____)
4. Address: 327 Main Ave Ste. C. De Pere, WI 54115
5. Telephone Number: (H) 920-497-7746 (C)________ (W)________
6. Please give a detailed description of the incident (use back of form if necessary):
On approximately Sept. 14, 2012, we were told by Dave Hongisto - City of De Pere Building Inspector - that we could put a sign for our nail salon on the marquee sign for the Nicolet Square. On 4-1-13 the City Attorney made us take it down! *See Attached*
7. Total Amount of Claimed Damages: $933.88 (Attach itemized statements/bills)
8. Witness name, address and telephone number: Jeff Zepnick 227 East River Dr. Apt. #6 De Pere, WI 54115 920-497-7746

In signing this Liability Claim form, I acknowledge that the City of De Pere will be submitting my information to its liability insurance carrier for its review and determination of liability, ~~and that my claim will be paid only if the insurance company determines the City is legally liable for my damages/injuries.~~ I reserve the right to take further legal action if not compensated for my expenses.

4-23-13
Date

Jeffrey J Zepnick
Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

Signature of Person Filing Claim
(parent or guardian if claimant is under 18)

4/23/13

Dear City of De Pere,

In August of 2012, I contacted Dave Hongisto (City of De Pere Building Inspector) to let him know that I was interested in placing a sign up on the Nicolet Square marquee, in front of Gallagher's Pizza at 330 Reid St. in De Pere, next to the Reid St. entrance to the Nicolet Square, and I asked him if it would be ok to put a sign up. After checking back with him a couple more times over the next 3 weeks, he said it would be ok and gave me permission to go ahead and put up a sign. In the mean time I had been in contact with Matt Lutsey at Lutsey Enterprises, who owns the sign, and had worked out the details of a lease for the available sign space with him. I paid Lutsey Enterprises $180 for the first 6 months beginning September 15th (see page 4 of attached email correspondence) and also had the signs made at Reinhold Sign that cost $290.13.

Shortly after, someone from the City of De Pere noticed the sign I had put up, and had a problem with it. I was pretty surprised since I was granted permission to put up the sign in the first place. After several conversations, I received a letter from Dave Hongisto telling me that his understanding of who can place signage on the Nicolet Square marquee was incorrect. (See Attached Letter) The letter said I had to have the sign removed by December 16, 2012. After several more converations, the city discussed it with Matt Lutsey, and then I got a call from Dave Hongisto who told me I could leave the sign up until my initial lease with Lutsey Enterprises was over, on March 15, 2013. He said that he had made a mistake in granting me permission and hadn't looked into the details of the agreement that the city had with Lutsey Enterprises. I had a 6 month lease with Lutsey Enterprises that converted to a month to month lease after that. I had planned to continue to use the space for as long as he had the space available.

Shortly before March 15, 2013, I was contacted by Dave Hongisto and was told that I would have to take the sign down right away. I contacted Mayor Walsh, who referred me to the city attorney, Judith Schmidt-Lehman. On approximately April 1, Judith told me that the lease that Lutsey Enterprises had for the marquee sign in the Nicolet Square only allowed him to put signage up for tenants of his building. Hanna's Nails & Spa is not in his building, but in another building on the other side of the Nicolet Square. Therefore, she said, the sign must come down immediately. I asked her if we could amend Lutsey Enterprise's lease with the city so that other businesses in the Nicolet Square would be allowed to put signage in the marquee, as space is available, and she said absolutely not.

Therefore, on April 2, 2013, I had Reinhold Sign remove the sign for Hanna's Nails & Spa, and place blanks back up in the marquee.

Since the City of De Pere Building Inspector granted me permission to put up the sign, and then the City of De Pere told me I had to take the sign down, in direct contradiction to the permission that I was granted, all of my expenses should be reimbursed. If I had known that they were going to take back the permission that I was granted, I wouldn't have put the sign up in the first place. My expenses include $180 for the lease with Lutsey Enterprises, $290.13 for the signs, $200 for putting the signs up, $263.75 for taking the signs down and putting new sign blanks back up. The total amount is $933.88, payable to Hanna's Nails & Spa.

I understand that a mistake was made by giving me permission to put the sign up, but since Dave Hongisto was acting as a City of De Pere employee, it only makes sense that when the mistake was realized, the city should have looked at the situation as a learning experience, and found a way to amend the lease that Lutsey Enterprises has with the city, so that all the businesses of the Nicolet Square could have an opportunity to place signage in the Nicolet Square Marquee as space is available. An amended lease allowing for the signage would be an acceptable solution to me as opposed to the total financial compensation. It is shameful that this technicality has only been used as an opportunity to drop the hammer on a legitimate business that is struggling to make it, in the downtown De Pere area.

Thank you,

Jeffrey J. Zepnick

Jeff Zepnick

Hanna's Nails & Spa
327 Main Ave. Ste. C
De Pere, WI 54115
920-497-7746
jeffzepnick@yahoo.com

Jeff Zepnick
227 E. River Dr. Apt. #6
De Pere, WI 54115
920-497-7746

4/23/2013

Business: Hanna's Nails & Spa
327 Main Ave. Ste. C
De Pere, WI 54115

Sign Expenses

6 Month Lease w/Lutsie Enterprises	$	180.00
2 Sided Sign for Marquee (Reinhold Sign)	$	290.13
Sign Installation (Jeff Zepnick)	$	200.00
Remove Sign & Install Blanks (Reinhold Sign)	$	263.75
Total Amount Due	**$**	**933.88**

CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Phone: 920/339-4050
Fax No.: 920/330-9491
Web: http://de-pere.org

December 5, 2012

Jeff Zepnick
227 Fox River Drive Apt. #6
De Pere, WI 54115

RE: Nicolet Square pedestal sign

Dear Mr. Zepnick,

This letter is written as a follow up to our phone conversation regarding the signage that you have on the pedestal sign located in front of Gallagher's Pizza at 330 Reid Street. The sign advertises Hanna's Nails and Spa which is located at 327 Main Street. I previously told you that it was my understanding that the sign was designed to allow for signage for businesses located within the Nicolet Square. It has since been brought to my attention that the lease that the City of De Pere has allowing the pedestal sign to be placed on city property does not allow for usage by businesses other than those located within 330 Reid Street. I hereby request that you remove your non-conforming off premise sign face by December 16, 2012. Your timely cooperation will be appreciated. Feel free to contact me at dhongisto@mail.de-pere.org or 339-4053 if you have any questions. Thank you.

Sincerely,

David R. Hongisto
Building Inspector

Cc: Judy Schmidt-Lehman, City Attorney
Larry Delo, City Administrator
Mat Lutsey
File

REINHOLD SIGN SERVICE INC
2070 Holmgren Way
Green Bay, WI 54304
(920) 494-7161

INVOICE

Invoice Number: 28099
Invoice Date: 09/26/12
Page: 1

BILL
HANNA'S LASTING BEAUTY
327 MAIN AVE.
SUITE C
DE PERE, WI 54115

ATTN: HANNA ZEPNICK

SHIP
HANNA'S LASTING BEAUTY
327 MAIN AVE.
SUITE C
DE PERE, WI 54115

ATTN: HANNA ZEPNICK

Sales Ord No:	25622	Taxable:	Y	Purchase Order:	JEFF ZEPNICK
Order Date:	09/17/12	Pmt Terms:	NET 10 DAYS	Ship Via:	
Account Cd:	HANNA'S	Shipper No:	28099	FOB:	PICK UP
Salesperson:	105	Ship Date:	09/26/12	Job Number:	497-7746

Line	Qty Shipped	Backordered	Part Number/Description	Discount	Price	UM	Extended Price
	1.00	0.00	HEI1655 PROVIDE/INS TENANT PANEL DECAL	0.00	$275.0000	EA	$275.00

THANK YOU FOR CHOOSING
REINHOLD SIGN SERVICE

Subtotal:	$275.00
Sales Tax:	$15.13
Freight:	$0.00
Total:	$290.13

REINHOLD SIGN SERVICE INC
2070 Holmgren Way
Green Bay, WI 54304
(920) 494-7161

INVOICE

Invoice Number: 28896
Invoice Date: 04/10/13
Page: 1

BILL
HANNA'S LASTING BEAUTY
327 MAIN AVE.
SUITE C
DE PERE, WI 54115

ATTN: HANNA ZEPNICK

SHIP
HANNA'S LASTING BEAUTY
327 MAIN AVE.
SUITE C
DE PERE, WI 54115

ATTN: HANNA ZEPNICK

Sales Ord No:	26322	Taxable:	Y	Purchase Order:	PER JEFF
Order Date:	04/01/13	Pmt Terms:	NET 10 DAYS	Ship Via:	
Account Cd:	HANNA'S	Shipper No:	28896	FOB:	
Salesperson:	147	Ship Date:	04/10/13	Job Number:	497-7746

Line	Qty Shipped	Backordered	Part Number/Description	Discount	Price	UM	Extended Price
	1.00	0.00	ZAK075 REPLACE TENANT SIGN FACES	0.00	$250.0000	EA	$250.00

THANK YOU FOR CHOOSING
REINHOLD SIGN SERVICE

Subtotal:	$250.00
Sales Tax:	$13.75
Freight:	$0.00
Total:	$263.75

1

Subject: Hanna's Nails & Spa Sign Removal

From: Jeff Zepnick (jeffzepnick@yahoo.com)

To: mwalsh@mail.de-pere.org;

Date: Friday, March 29, 2013 9:58 AM

Please see the forwarded message below.

From: Jeff Zepnick <jeffzepnick@yahoo.com>
To: Dave Hongisto <dhongisto@mail.de-pere.org>
Cc: "ldelo@mail.de-pere.org" <ldelo@mail.de-pere.org>; "mwalsh@mail.de-pere.org" <mwalsh@mail.de-pere.org>; "lutent@aol.com" <lutent@aol.com>
Sent: Friday, March 15, 2013 12:57 PM
Subject: Re: Sign Removal

Good Afternoon Dave,

I got your voice message this morning about removing the sign for Hanna's Nails & Spa in the Nicolet Square marquee. I know that the city would like me to take the sign down, but I don't believe I ever agreed to take it down, or that we are being treated fairly. I know that you've had conversations with Matt Lutsey, but he doesn't speak for me. I don't believe that we've ever really had a "discussion" about the fairness of asking me to remove the sign. And if there were conversations with the mayor or the city administrator, I should have been included in the discussions. You have always been more than fair with me, and I don't want to cause any problems for you, but I believe that in the interest of fairness, I should at least be allowed to formally explain my position.

First of all, I can't believe we are even having this conversation. The downtown De Pere area businesses are working hard to revitalize themselves and improve business. It used to be my impression that the City of De Pere was **standing behind** these businesses and looking for ways to **help** them. I don't see how the city's position regarding this sign could be considered as anything but **harmful** to downtown businesses. It's great to say that we **want** to revitalize the downtown area, but we have to realize that the downtown area is **made up** of small businesses, and that to revitalize the downtown area means finding ways to **help** small business to be more profitable. It does **not** mean to look for **technicalities** that we can use to **discourage** downtown businesses. The blank spaces on the Nicolet Square marquee sign loudly point a finger at the business space vacancy problem in the area. Since Hansen's Dairy has pulled out, there has been a huge void in the Nicolet Square. At least having good quality signage in the marquee doesn't **amplify** the fact that there is a **huge empty space**. Exactly what does it hurt to have a sign for

2

Hanna's Nails & Spa in the marquee? Does a law restricting signage in the marquee to tenants of that building even make sense? Isn't every business in the Nicolet Square considered to be part of the Nicolet Square?

Last summer I let you know that I was interested in placing a sign there, I asked you if it would be ok. You said you'd check it out and get back to me. I waited a couple weeks and then checked back with you. You said you were unsure yet, so I waited a week or two for the answer. When I contacted you again, you said it would be ok. In the mean time I had been in contact with Matt Lutsey, and had worked out the details of a lease with him. Once you gave me the ok, I sent Matt a check for $180 for the first 6 months beginning September 15th and also went ahead and had the signs made at Reinhold Sign that cost $290.13. My agreement with Matt was that after 6 months we'd be on a month to month agreement as long as he didn't need the space for a new tenant.

When the City of De Pere noticed the sign I put up, and had a problem with it, I was pretty surprised since I was granted permission to put up the sign in the first place. Asking me to take down the sign is in direct contradiction with what I was told. So you see, I believe it is quite unfair to ask me to take down the sign. At the very least, since I had permission to put the sign up in the first place, and now the city wants me to take it down, they should be willing to pay for my expenses. I did not do anything wrong, I asked for permission, I was granted permission, and **I acted based on the information that was given to me.**

I was willing to risk the possibility that Matt would find a new tenant after 6 months, but that was my risk to take. Since he has not gotten a new tenant as of yet, that is not really part of the equation. I planned to continue to pay him for the space for as long as I could.

Therefore, if the city wants me to take down the sign that they granted me permission to put up, all of my expenses should be reimbursed, including the actual lease time while the signs were up. Because, if I had known that they were going to take back the permission that I was granted, I wouldn't have put the sign up in the first place. My expenses include $290.13 for the signs, $200 for putting the signs up, $263.75 for taking the signs down, and $ incl. for the new sign blanks that have to go back up. I got the estimates from Reinhold Sign this morning. The total amount is .

I understand that you may have made a mistake by giving me permission to put the sign up, but since you were acting as a City of De Pere employee, it only makes sense that when the mistake was realized, that the **city** would have looked at the situation as **a learning experience**, not as an opportunity to drop the hammer on a legitimate business that is struggling to make it, in the downtown De Pere area.

I respectfully ask that the matter of this sign be reconsidered by all concerned.

Thank you,

3

Jeff Zepnick

Hanna's Nails & Spa
327 Main Ave. Ste. C
De Pere, WI 54115

920-497-7746
jeffzepnick@yahoo.com

Faith to me, means that I am in control of absolutely nothing.
God is in control of absolutely everything... and I'm ok with that.

From: Dave Hongisto <dhongisto@mail.de-pere.org>
To: Jeff Zepnick <jeffzepnick@yahoo.com>
Sent: Friday, March 15, 2013 11:26 AM
Subject: RE: Sign Agreement

Hi Jeff,

Not sure if you heard my voice mail but the sign that you have on Lutsey's pylon sign has to come down as per our previous conversation and the agreement below. Thanks for your cooperation.

Dave

David R. Hongisto
Building Inspector/ Zoning Administrator
City of De Pere
335 S. Broadway St.
De Pere, WI 54115
Phone: 920-339-4053
dhongisto@mail.de-pere.org

From: Jeff Zepnick [mailto:jeffzepnick@yahoo.com]
Sent: Thursday, December 20, 2012 3:51 PM
To: Dave Hongisto
Subject: Fw: Sign Agreement

Dave,

The sign agreement that I have with Matt Lutsey was done through the email that I am forwarding to you.

4

Jeff

We are good with this. Please Move Forward.

Thanks,

Matt

On Mon, Sep 10, 2012 at 3:51 PM, Jeff Zepnick <jeffzepnick@yahoo.com> wrote:
Dear Matt,

Per our conversation today, I am writing the following agreement for your confirmation, between Hanna's Nails & Spa, 327 Main Ave. Ste. C, De Pere, WI 54115, and Lutsey Enterprises, P.O. Box 22074 Green Bay, WI 54305, regarding the vacant tenant panel sign space, in the Nicolet Square, under the Nicolet Square sign, adjacent to the Gyro Kabob sign. The approximate size is about 5' wide by 2' 6" tall. The agreement shall start on September 15th, 2012 and go for 6 months, until March 15th, 2013. After March 15th, 2013, the agreement shall go to a month to month agreement, pending availability. All the sign cost shall be paid by Hanna's Nails & Spa, the expenses for the power to light the sign, and the lighting for the sign shall be provided by Lutsey Enterprises. Hanna's Nails & Spa agrees to pay $30 per month, with $180 for the first 6 months being paid in advance upon acceptance of this agreement.

If this agreement is acceptable to you, please indicate your agreement in a reply email, and we will be sending a check for the agreed upon amount. Thank you for the opportunity,

Have a Great Day!!

Jeff Zepnick

227 E. River Dr. Apt. # 6
De Pere, WI 54115
920-497-7746
jeffzepnick@yahoo.com

Faith to me, means that I am in control of absolutely nothing.
God is in control of absolutely everything... and I'm ok with that.

--

Matt Lutsey
Lutsey Enterprises

Office - 920.339.9823
Cell - 404.788.1218
lutent@aol.com

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Matt Lutsey
Lutsey Enterprises
Office - 920.339.9823
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lutent@aol.com

Item #20

Payment Card Interchange Fee Settlement

In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation | MDL No. 1720

Important Dates

Exclusion Deadline:
May 28, 2013

Objection Deadline:
May 28, 2013

Fairness Hearing:
September 12, 2013, 10:00 a.m.

Claim Filing Deadline:
After the September 12, 2013 hearing, a claim form will be submitted to the Court for approval and a claim deadline will then be set.

Home

Notice of a $6+ billion dollar class action settlement with merchants who have accepted Visa and MasterCard at any time since January 1, 2004.

The U.S. District Court for the Eastern District of New York has ordered a notification program about preliminary approval of a Class Settlement among merchants, Visa, MasterCard, and other Defendants in a class action lawsuit. The lawsuit claims that merchants paid excessive fees for accepting Visa and MasterCard because of an alleged conspiracy among the Defendants.

Settlement Benefits

The monetary portion of the Class Settlement consists of two funds. The first is a cash fund in the amount of $6.05 billion. Any person, business or other entity that accepted Visa or MasterCard credit or debit cards in the U.S. at any time between January 1, 2004 and November 28, 2012 may be eligible to receive a payment from the $6.05 billion fund. The second is a fund equivalent to a portion of interchange fees attributable to certain merchants that accept Visa or MasterCard credit cards for an eight-month period to start by July 29, 2013. That fund is estimated to be approximately $1.2 billion. Additionally, the Settlement will require Visa and MasterCard to modify some of their rules for merchants that accept their cards.

Proposed Classes

There are two Classes in this proposed Class Settlement:

- A Rule 23(b)(3) Settlement Class ("Cash Settlement Class"), which includes all persons, businesses, and other entities that accepted any Visa or MasterCard cards in the U.S. at any time from January 1, 2004 to November 28, 2012, and
- A Rule 23(b)(2) Settlement Class ("Rule Changes Settlement Class"), which includes all persons, businesses, and other entities that as of November 28, 2012 or in the future accept any Visa or MasterCard cards in the U.S.

Requesting Exclusion or Objecting

Members of the Cash Settlement Class can exclude themselves from that Class. Members of the Rule Changes Settlement Class cannot exclude themselves from that Class. Members of either Class can object to any part of the proposed Class Settlement. The deadline to object or to be excluded is **May 28, 2013**. The **long-form notice** explains how to request exclusion or object.

Class Counsel

The Court has appointed the law firms of Robins, Kaplan, Miller & Ciresi LLP, Berger & Montague, PC, and Robbins Geller Rudman & Dowd LLP to represent the Class as Class Counsel.

Attorneys' Fees and Expenses

For work done through final approval of the settlement by the District Court, Class Counsel will ask the Court for attorneys' fees in an amount that is a reasonable proportion of the Cash Settlement Fund, not to exceed 11.5% of the Cash Settlement Fund of $6.05 billion and 11.5% of the Interchange Fund estimated to be $1.2 billion to compensate all of the lawyers and their law firms that have worked on the class case. Class Counsel will also request reimbursement of their expenses (not including the administrative costs of settlement or notice), not to exceed $40 million and up to $200,000 per Class Plaintiff in service awards for their efforts on behalf of the classes

By April 11, 2013, Class Counsel will file papers seeking the Court's final approval of the Class Settlement Agreement, and the Court's approval of attorneys' fees and expenses. Class Counsel will also file any additional details regarding the Plan of Administration and Distribution. As these papers become available, they will be posted on this website.

Fairness Hearing

At 10:00 a.m. on September 12, 2013, the Court has scheduled a hearing to decide if the Class Settlement will be finally approved. The hearing will be held at the Courthouse for the United States District Court for the Eastern District of New York, 225 Cadman Plaza East, Brooklyn, NY 11201.

Claim Forms

If the Court grants final approval of the Class Settlement, Claim Forms will be sent to all known Class members. Claim Forms will also be available at this website or by calling the Class Administrator at the toll-free number shown below.

Preregistration

Preregistration is optional and does not affect your rights under the settlement. Merchants with multiple locations and/or franchise locations as well as single location merchants are encouraged to **Preregister**. The information you provide will be used to assist the Class Administrator in the preparation of your Claim Form.

To obtain more information, click on any of the following links:

- View the **long-form notice**
- View the **Frequently Asked Questions page**
- View the **Documents** page including the Class Settlement Agreement and other documents

In case of questions, call 1-800-625-6440 or send an email to **info@PaymentCardSettlement.com.**

Questions? 1-800-625-6440 or info@PaymentCardSettlement.com

MEMO CITY OF DE PERE

To: Members of the Finance/Personnel Committee

From: Shannon Metzler, De Pere Human Resources Director SM

Date: May 8, 2013

Re: Consideration of Contract Extension with Robert Gerbers for Commercial Electrical Inspections

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As you may recall, Bob Gerbers has been performing commercial electrical inspections for the City's Building Inspection Department on a part-time basis since 1996.

Before we brought forward a contract renewal for approval we looked at all available possibilities for filing the position. We conducted recruitment for the position looking to hire either another employee directly or to contract out with an individual for this service. We also looked into contracting for services with the City of Green Bay and the Village of Ashwaubenon.

The City Administrator, Building Inspector and I met to review all available options. After reviewing all alternatives, we recommend continuing to employ Bob Gerbers in the position.

Mr. Gerbers is a master electrician with all certifications necessary for commercial wiring inspections. Accordingly, attached please find a proposed employment agreement that we prepared for Mr. Gerber's services. The agreement will continue Mr. Gerber's employment with the City for a period of approximately two years beginning on May 15th and ending December 31, 2014. Please note the rate of pay has not change and there are no benefits associated with this position.

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

Thank you for your consideration of this matter.

Attachment

cc: Lawrence Delo, City Administrator
David Hongisto, Building Inspector

Master Commercial Electrical Inspector
Employment Agreement

THE CITY OF DE PERE, a Wisconsin municipal corporation ("City") hereby agrees to employ Robert B. Gerbers in the part-time position of Master Commercial Electrical Inspector of the City of De Pere ("Inspector") and Inspector hereby agrees to accept such employment subject to the following terms and conditions:

Section I. Effective Date. Such employment shall commence as of January 1, 2013, and, subject to the termination provisions of Section II. (e), shall continue until December 31, 2015.

Section II. Nature of Position and Duties.

(a) Part-Time Employment. Inspector shall be employed to work on an average of between 8 and 10 hours per week, not to exceed an annual maximum of 599 hours. The specific scheduling of such work shall be subject to the direction and approval of the City Building Inspector or, in the Building Inspector's absence, the Assistant Building/Plumbing Inspector ("Designee"). Inspector shall maintain a daily log specifying hours and duties performed under this Agreement. Such log shall be submitted to the City Building Inspector or Designee on a biweekly basis.

(b) Compensation. Inspector shall be compensated at an hourly rate of $30.00. The hourly rate, in accordance with the approved daily log, will be paid on a biweekly basis in accordance with normal City employee payroll policies. Inspector shall not accumulate vacation, holiday, or sick leave, nor shall Inspector be eligible for coverage under the City's Health and Dental Plans.

(c) Job Duties. Inspector shall perform all commercial electrical inspections in the City upon assignment and direction by the City Building Inspector or Designee. Inspector shall not have authority to act on behalf of the City of De Pere under this Agreement or otherwise except upon prior direction and assignment under this section. To ensure ability to perform these services, Inspector shall maintain certification as a Commercial Electrical Inspector within the State of Wisconsin at no cost to the City, and shall maintain with the City a valid current certificate demonstrating such certification.

(d) Conflicts Prohibited.

1. Inspector shall not inspect under this Agreement any facility in or upon which Inspector has performed electrical work in a private capacity.

2. Inspector shall not engage in any other employment which interferes with the full and faithful discharge of duties to the City or any other breach of the City's Code of Ethics, § 10-16, De Pere Municipal Code.

(e) Termination. Inspector's position with the City may be terminated by either party at will upon sixty (60) days written notice to the other party.

Section III. City Records. All files and records concerning inspections undertaken by Inspector under this Agreement shall belong to, and remain the property of, the City. The City shall furnish such clerical supplies as may be necessary in the discretion of the Building Inspector for the Inspector to perform the duties required under this Agreement.

Section IV. Standard of Care. Inspector agrees to, at all times, faithfully, industriously, and, to the best of his/her ability, experience, and talents, perform the duties that are required pursuant to the express and implied terms of this Agreement to the satisfaction of the City.

Section V. Insurance Coverage.

(a) Workers Compensation. As an employee of the City, Inspector shall be insured under the City's workers compensation coverage.

(b) Automobile Insurance. Inasmuch as Inspector will be using a privately owned automobile in carrying out the responsibilities of this Agreement, Inspector shall be required to maintain adequate insurance on such automobile and file with the City certificates demonstrating the maintenance of such insurance.

Section VI. Miscellaneous.

(a) Construction of Agreement. This Agreement is intended to constitute a full and complete understanding of the Employment Agreement between the City and Inspector.

(b) Law Governing. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of Wisconsin.

(c) Interpretation. Headings used in this Agreement are for convenience of reference only and do not constitute a part of the Agreement unless the context clearly requires. If any section of this Agreement is held to be invalid by operation of law or tribunal of competent jurisdiction or enforcement of any part should be restrained by such tribunal, the remainder of this Agreement shall not be affected thereby.

Dated in De Pere, Wisconsin, this ________ day of May, 2013.

Master Commercial Electrician	City of De Pere
______________________	______________________
Robert B. Gerbers	Michael J. Walsh, Mayor
	ATTEST:
	______________________
	Shana L. Defnet, Clerk-Treasurer