



Finance/Personnel Committee

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Agenda

Tuesday, May 13, 2014

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a Regular Meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **May 13, 2014 at 7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

Call to order.

1. Roll call.
2. Approval of the minutes of the March 11, 2014 and April 8, 2014 regular meetings of the Finance/Personnel Committee.
3. Consideration of April 2014 Overtime Report of Police Department
4. Fire Department Overtime Report for the month of April.
5. Recommendation for approval of donation from Rotary Club. *
6. Donation from BayCare Health Systems. *
7. Consider Donation Acceptance from De Pere Christian Outreach, Delores Lemke and Jules Bader to Police Department *
8. Review request to extend option to purchase ED-2077-1. Applicant Karman Development.*
9. Consideration of Replacement of Police Department Computers*
10. Consideration of replacement of Lobby/Police Camera System*
11. Consider change to credit card service provider. *
12. 2013 Budget items carried forward to 2014. *
13. Request to approve RW Management Group Contract Extension for Interim Fire Chief Services *
14. Consideration of 2014-2015 Insurance Liability Policy Renewals *
15. Update on Health Insurance Review Team Meetings
16. Consideration of Holidays During Summer Hours *
17. Public comment and announcements.
18. Future agenda items.
19. Adjournment.

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

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

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: May 13, 2014

DEPARTMENT: City Attorney

FROM: Jeni Dupont

SUBJECT: Approval of the minutes of the March 11, 2014 and April 8, 2014 regular meetings of the Finance/Personnel Committee.

ATTACHMENTS:

- March 11, 2014 DRAFT Minutes (DOC)
- April 8, 2014 DRAFT Minutes(DOC)



Finance/Personnel Committee

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, March 11, 2014
7:30 PM
De Pere City Hall Council Chambers

Call to order.

Aldersperson Donovan called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on March 11, 2014 at De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

Also present were City Administrator Lawrence Delo, City Attorney Judith Schmidt-Lehman, Police Chief Derek Beiderwieden, Interim Fire Chief Jeff Roemer, Human Resources Director Shannon Metzler, Planning & Economic Development Director Ken Pabich, Parks, Recreation & Forestry Director Marty Kosobucki and members of the public.

- Approval of the minutes of the February 11, 2014 regular meeting of the Finance/Personnel Committee.

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

- Consideration of Police February 2014 Overtime Report

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

- Approval of the February 2014 Overtime Report for the Fire Department.
Discussion followed with Interim Fire Chief responding to questions regarding the duty crew increase.

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

- Consider request to amend De Pere Municipal Code regarding discharge of firearms for hunting within City limits. *
Motion was to approve request to allow hunting with recommendations outlined in memo presented to committee. Discussion followed with City Attorney Schmidt-Lehman responding to committee member questions. This matter will also be reviewed by the

Attachment: March 11, 2014 DRAFT Minutes (2125 : Approval of March 11 and April 8 minutes)

Board of Park Commissioners. Recommendations from both the Park Board and this committee will go to Council for a final decision.

Aldersperson Lueck moved to open the meeting, seconded by Aldersperson Crevier. Upon vote, motion carried unanimously.

Ben Wozniak spoke on behalf of his father-in-law, Bob Janssen, in support of hunting to eliminate deer and other animals considered a nuisance.

Aldersperson Crevier, seconded by Aldersperson Rafferty to return to regular order. Upon vote, motion carried unanimously. More discussion followed.

RESULT:	DEFEATED [2 TO 2]
MOVER:	Scott Crevier, Aldersperson
SECONDER:	Larry Lueck, Aldersperson
AYES:	Michael Donovan, Lisa Rafferty
NAYS:	Scott Crevier, Larry Lueck
EXCUSED:	Michael J. Walsh

6. Out of State Travel for Administrative Assistant
Discussion followed regarding notification of out of state travel for this calendar year.

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

7. Review the project proposal for 2014 aerial photography and planimetric mapping for the City of De Pere. *
Discussion followed with Planning & Economic Development Director Pabich responding to committee member questions.

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

8. Recommendation for Cleaning Contract 2014 *

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

9. Discussion on Performance Management Plan
Item was for discussion purposes only; no action was taken.
10. Public comment and announcements.
None.

11. Future agenda items.
None.
12. Grievance submitted by the De Pere Police Benevolent Association on behalf of Officer Matthew Magno.
A March 11, 2014 letter objecting to the proceedings on the grievance from De Pere Police Benevolent Association's attorney, Brendan Matthews, was read into the record by City Attorney Schmidt-Lehman. Step 2 of the grievance procedure of the Collective Bargaining Agreement was then reviewed. March 10, 2014 email correspondence between City Attorney Schmidt-Lehman and Attorney Matthews was also read into the record. Discussion followed. Police Chief Beiderwieden reviewed the events leading up to the written reprimand, the grievance and the reason for his denial. More discussion followed.

Alderson Crevier moved, seconded by Alderson Rafferty to convene in closed session. Upon roll call vote, motion carried unanimously.

Alderson Crevier moved, seconded by Alderson Rafferty to reconvene in open session. Upon roll call vote, motion carried unanimously.

Alderson Lueck moved, seconded by Alderson Crevier to deny the grievance for the following reasons:

1. Lack of specificity of alleged contract violations;
2. Association failed to take advantage of contractual remedy;
3. Association waived its right to present evidence before the Committee;
4. Association's written submission did not provide sufficient evidence to overturn the discipline;
5. No interrogation of Officer Magno took place; and
6. The discipline imposed was commensurate with the offense.

Upon vote, motion was approved unanimously.

13. Adjournment.

Upon motion by Alderson Crevier, seconded by Alderson Rafferty, the Finance/Personnel Committee unanimously adjourned at 8:20 p.m.

Respectfully submitted,
Jennifer Dupont

Attachment: March 11, 2014 DRAFT Minutes (2125 : Approval of March 11 and April 8 minutes)



Finance/Personnel Committee

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, April 8, 2014

7:30 PM

De Pere City Hall Council Chambers

Call to order.

Mayor Michael J. Walsh called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on April 8, 2014 at De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

Also present were City Administrator Lawrence Delo, City Attorney Judith Schmidt-Lehman, Police Chief Derek Beiderwieden, Interim Fire Chief Jeff Roemer, Human Resources Director Shannon Metzler, Finance Director Joe Zegers, Building Inspector Dave Hongisto and members of the public.

2. Approval of minutes of the March 11, 2014 regular meeting of the Finance/Personnel Committee.

The March 11, 2014 meeting minutes will be brought forward in May. No action was taken.

3. Consideration of March Overtime Report from Police Department

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Michael Donovan, Aldersperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

4. Fire Department Overtime Report for the month of March.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Aldersperson
SECONDER:	Lisa Rafferty, Aldersperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

5. Recommendation to award bid to Kleuskens Electric for electrical work in Police Department shooting range. *

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lisa Rafferty, Aldersperson
SECONDER:	Michael Donovan, Aldersperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

6. Approval of Boat Replacement Purchase *
Discussion followed motion with Interim Chief Roemer responding to committee member questions.

Attachment: April 8, 2014 DRAFT Minutes (2125 : Approval of March 11 and April 8 minutes)

RESULT: ADOPTED [UNANIMOUS]
MOVER: Lisa Rafferty, Alderperson
SECONDER: Larry Lueck, Alderperson
AYES: Crevier, Donovan, Lueck, Rafferty, Walsh

7. Approval of Revised Emergency Operations Basic Plan *
 Interim Chief Roemer provided overview and responded to committee member questions. Upon discussion, Mayor Walsh moved, seconded by Alderperson Lueck to forward the plan to Council for approval. Discussion followed. Upon discussion and vote, motion was approved unanimously.

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

8. Consider Initial Resolution for the Industrial Revenue Bond Financing request of Green Box NA Green Bay, LLC. *
 Upon motion to approve resolution, Alderperson Donovan moved, seconded by Mayor Walsh to open the meeting. Upon vote, motion carried unanimously.
 Ron Van Den Heuvel spoke regarding the project and thanked the City for working with him on it.
 Mayor Walsh moved, seconded by Alderperson Donovan to return to regular order. Upon vote, motion carried unanimously.
 Discussion followed vote to approve resolution with City Attorney Schmidt-Lehman responding to questions regarding the issuance of industrial revenue bonds.

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

9. Consider Resolution Regarding Public Bidding and Non-Discrimination in Connection with Industrial Revenue Bond Financing (Green Box).*
 Upon motion and vote to approve the resolution, Alderperson Donovan moved, seconded by Mayor Walsh to open the meeting. Upon vote, motion carried unanimously.
 Ron Van Den Heuvel asked for clarification of the meaning of the resolution. City Attorney Schmidt-Lehman explained resolution allows for bidding requirements to be waived.
 Alderperson Donovan moved, seconded by Alderperson Rafferty to return to regular order. Upon vote, motion carried unanimously.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Michael Donovan, Alderperson
SECONDER: Lisa Rafferty, Alderperson
AYES: Crevier, Donovan, Lueck, Rafferty, Walsh

10. Request to Review Submission Deadlines for Public Meetings.

This item is on the agenda per the request of the late Alderperson Heuvelmans. Item was for informational purposes only; no action was taken.

11. End of Year Report on Health Insurance Plan & Rates Paid by Retirees

Human Resources Director Metzler summarized the February insurance discussion with the committee and provided an overview of her memo. It was noted that retirees were notified of the discussion at this meeting by letter.

Jeff Prickette of the McClone Agency and Human Resources Director Metzler responded to committee member questions.

Mayor Walsh moved, seconded by Alderperson Crevier to open the meeting. Upon vote, motion carried unanimously.

Paul Kersten, retiree, realizes insurance is a huge issue and committee has a tough decision to make. He also recognizes older members are more of a financial burden but asked that they are not forgotten or forced quit the plan.

Lee Schley, retiree, thought nothing would change with the cost of insurance after retiring and saved accordingly.

Dave Younkle, retiree, explained he would go off the City plan if he could but has to stay on it for health reasons. The Health Insurance Marketplace will provide him with less coverage for same amount of money he is paying for the City plan.

Paul Minten, retiree, questioned the loyalty to retirees and asked the committee to say no to the recommended increases.

Dan Carpenter, current employee and member of the insurance review team, reaffirmed the review team's decision noted in Human Resource Director Metzler's memo. He would like to see the insurance review team be involved in the decisions/options that will be brought back to the committee.

Mayor Walsh moved, seconded by Alderperson Donovan to return to regular order. Upon vote, motion carried unanimously.

Discussion followed.

Upon discussion, Alderperson Rafferty moved, seconded by Alderperson Donovan to adopt the policy that the City no longer offers insurance to future retirees who are Medicare eligible and to increase the Medicare premium from 50% to 90%, with a 6 month lead time, with the exception of police and fire. More discussion followed motion. Upon motion and discussion, motion was approved unanimously. Alderperson Donovan asked that retirees be notified about this item going to the April 15, 2014 Council meeting.

More discussion followed.

Upon discussion, Alderperson Crevier moved, seconded by Alderperson Donovan to no longer offer insurance to those who are Medicare eligible who retire after October 1, 2014. Upon vote, motion was approved unanimously.

12. Out of State Travel Summary for 2014

Item was for informational purposes only; no action was taken.

13. Public comment and announcements.

None.

14. Future agenda items.
None.

15. Adjournment.

Upon motion by Mayor Walsh, seconded by Alderperson Rafferty, the Finance/Personnel Committee unanimously adjourned at 9:18 p.m.

Respectfully submitted,
Jennifer Dupont

Attachment: April 8, 2014 DRAFT Minutes (2125 : Approval of March 11 and April 8 minutes)

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: May 13, 2014

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Consideration of April 2014 Overtime Report of Police Department

The 2013 and 2012 overtime report summaries are attached for comparison. Please contact me if you have any questions about this report at 339-4075.

ATTACHMENTS:

- 2012 PD OT Summary (PDF)
- 2013 PD OT Report Summary (PDF)
- PD OT April 2014 (PDF)

**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)	(165.00)	(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

S:MONTHLY/Overtime by reason.xlsx

**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	178.00	26.25	90.00	25.50	77.25	53.25	22.50	65.25	891.25
OFFICER WORKED ON HOLIDAY	178.00	12.00	34.25	13.50	10.50	65.00	65.00	4.00	118.50	12.00	4.00	244.00	760.75
OFFICER FOR COURT	15.00	15.00	21.00	3.00	15.00	12.00	28.50	10.50	45.50	18.00	12.00	18.00	213.50
OFFICER TRAINING	10.00	62.50	36.00	75.75	221.00	63.25	111.50	3.00	77.50	175.25	156.75	14.75	1007.25
OFFICER RELIEF FOR FUNERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			27.75		27.75
OFFICER ATTEND MEETING	1.50	6.25	0.00	0.00	0.00	7.50	16.50	3.00	15.00	22.50	15.00	14.00	101.25
STAFFING LEVEL	166.50	57.75	157.50	118.50	210.00	186.00	400.75	375.25	215.75	136.50	106.50	195.75	2326.75
INVESTIGATION	50.25	54.00	51.75	27.75	123.50	59.75	87.00	51.75	105.25	41.75	54.25	58.00	765.00
HONOR GUARD FOR FUNERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00						0.00
SCHOOL LIAISON REIMBURSED	26.25	74.25	40.50	22.50	47.00	25.50	0.00	18.75	58.50	48.00	18.00	33.00	412.25
COMMUNITY RELATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00						0.00
SPECIAL ASSIGNMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00						0.00
SPECIAL ASSIGNMENT REIMBURSED	0.00	15.25	0.00	10.50	9.00	299.75	6.00	20.25	15.75	11.50		69.50	457.50
MISCELLANEOUS	41.25	23.00	87.00	21.75	16.00	29.25	31.75	39.75	30.75	25.50	25.25	36.75	408.00
MISCELLANEOUS REIMBURSED	156.00	98.25	113.25	117.25	183.75	168.00	68.25	67.50	55.50	94.50	72.75	105.75	1300.75
Gross OFFICER OVERTIME	746.75	493.25	611.00	517.00	1013.75	942.25	905.25	619.25	815.25	638.75	514.75	854.75	8672.00
SUBTOTAL REIMBURSED OVERTIME	(182.25)	(187.75)	(153.75)	(150.25)	(239.75)	(493.25)	(74.25)	(106.50)	(129.75)	(154.00)	(90.75)	(208.25)	(2170.50)
NET OFFICER OVERTIME	564.50	305.50	457.25	366.75	774.00	449.00	831.00	512.75	685.50	484.75	424.00	646.50	6501.50
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 09/27/2013 **\$167,529.00**
Percent of Total Budget: **128.87%**

NOTES:

* Period 12/22/2012 - 02/01/2013
**Period 2/2/2013 - 3/1/2013
***Period 3/2/2013 - 3/29/2013

+Period 3/30/2013 - 4/26/2013
++Period 4/27/2013 - 5/24/2013
^Period 5/25/2013 - 6/21/2013

#Period 6/22/2013 - 8/2/2013
##Period 8/3/2013 - 8/30/2013
^^Period 8/31/2013 - 9/27/2013

^^^Period 9/28/2013 - 10/25/2013
*+Period 10/26/2013 - 11/22/2013
**+Period 11/23/2013 - 1/3/2014

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

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	35.25	82.50	83.25	53.25									254.25
OFFICER WORKED ON HOLIDAY	4.00	4.00	8.00	41.25									57.25
OFFICER FOR COURT	36.00	12.00	15.00	9.00									72.00
OFFICER TRAINING		13.00	32.25	90.50									135.75
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	40.50		6.00	9.75									56.25
STAFFING LEVEL	27.75	16.50	35.50	51.75									131.50
INVESTIGATION	34.75	22.25	8.25	37.50									102.75
HONOR GUARD FOR FUNERAL	0.00	0.00											0.00
SCHOOL LIAISON REIMBURSED	24.00	49.50	21.75	34.50									129.75
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		15.00											15.00
MISCELLANEOUS	14.00	25.25	28.50	5.50									73.25
MISCELLANEOUS REIMBURSED	107.25	102.00	119.25	107.00									435.50
Gross OFFICER OVERTIME	323.50	342.00	357.75	440.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1463.25
SUBTOTAL REIMBURSED OVERTIME	(131.25)	(166.50)	(141.00)	(141.50)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(580.25)
NET OFFICER OVERTIME	192.25	175.50	216.75	298.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	883.00
SECRETARY OVERTIME													0.00
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: \$133,357.00

Expenditures through 05/02/2014 \$16,314.04

Percent of Total Budget: 12.23%

NOTES:

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

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

#Period

^^Period

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

++Period

##Period

*+Period

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

^Period

^^Period

*+*Period

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: May 13, 2014

DEPARTMENT: Fire Department

FROM: Diane Yashinsky

SUBJECT: Fire Department Overtime Report for the month of April.

ATTACHMENTS:

- april (PDF)

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

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
STBYS/DUTY CREW	54	55.25	27	33	24.25	36	51	90	139.5	153	105.75	144.5	913.2
EMS TRAINING	292.25	81	93	69.75	9	9.75	10.25	8.75	131.75	79.5	67.5	64.5	917
FIRE TRAINING	20.5	42.25	78	20.25	30	4.5	9	0	22	7.5	26.5	19	279.5
RESCUE CALLS	7.5	7	5	9.5	38.5	14.75	4.75	19.5	3.5	23	6.25	14	153.2
FIRE CALLS	2.25	3.75	9.75	1	41.25	12.5	7.75	0.75	0	0.75	0	3.25	83
OFFICER MTGS.	9	9	9	21	18	8.25	18	24	18	5.5	12	4.5	156.2
STAFFING REP.	0	40.5	57	566.75	117	317	86.25	47.25	83.75	147.75	108	36	1607.5
MAINTENANCE	0	0	0	0	10.5	0	8.5	0	0	169.5	51.75	2.5	242.7
PUB. ED.	0	0	0	0	0	0	0	1.25	0	73.75	6	0	81
SPECIAL EVENTS	0	0	0	0	0	25	0	27	0	0	0	0	52
# FIRE RUNS	28	31	18	13	42	32	26	28	27	30	25	40	340
# of EMS RUNS	146	153	160	132	139	143	123	170	142	147	152	152	1758
TOTAL HRS.	385.5	238.75	278.75	721.25	288.5	402.75	195.5	191.5	398.5	660.25	383.75	288.25	4485.5

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2014

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	73.5	147	98.75	48									367.2
EMS TRAINING	70.5	83	81	53.5									288
FIRE TRAINING	11	5.5	6	48.75									71.25
RESCUE CALLS	15.5	17	3.5	8.5									44.5
FIRE CALLS	0	0	0	0									0
OFFICER MTGS.	15	16.5	18	26.25									75.75
STAFFING REP.	0	41.25	3	0									44.25
MAINTENANCE	0	3.5	0	0									3.5
PUB. ED.	0	0	5.25	0									5.25
SPECIAL EVENTS	0	20	0	21									41
# FIRE RUNS	30	31	22	25									108
# of EMS RUNS	147	145	136	139									567
DISPATCH ERRORS	6	1	3	3									13
TOTAL HRS.	185.5	333.75	215.5	206	0	0	0	0	398.5	0	0	0	940.7

Special Events in April was the Every 15 Minutes Program

Total Overtime Budget \$97,012 Expenditures through April 25 \$17,081 17.61%

DE PERE FIRE RESCUE
STANDBY OVERTIME BREAKDOWN BY AREA
FOR THE YEAR OF 2014

AREA	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
LEDGEVIEW	6.5	12	16.1	6.8									41.4
LAWRENCE	11.5	18	11	6.5									47
ASHWAUBENON	2	8	2.2	3.1									15.3
CTY RESCUE	0.5	1	0	0									1.5
OTHER	0.5	1	0	0									1.5
TOTAL HRS.	21	40	29.3	16.4	0	0.0	0	0	0	0	0	0	

Ambulance Run Data Report
De Pere Fire Rescue
From 01/01/14 To 04/30/14
Total Number of Runs Based on Search Criteria: 574

Runs by Dispatch Reason

Dispatch Reason	# of Times	% of Times
Abdominal Pain	21	3.66%
Allergic Reaction	3	0.52%
Altered Mental Status	25	4.36%
Anaphylactic Reaction	2	0.35%
Assault	3	0.52%
Auto vs. Pedestrian	1	0.17%
Back Pain (Non-Traumatic/Non-Recent Trauma)	9	1.57%
Breathing Problem	67	11.67%
Cardiac Arrest	8	1.39%
Cardiac Etiology	11	1.92%
Chest Pain	35	6.10%
Choking	7	1.22%
CO Poisoning/Hazmat	6	1.05%
Diabetic Problem	8	1.39%
Fall Victim	108	18.82%
Headache	7	1.22%
Heart Problems	1	0.17%
Heat/Cold Exposure	2	0.35%
Hemorrhage/Laceration	8	1.39%
Ingestion/Poisoning	1	0.17%
Invalid Assist/Lifting Assist	2	0.35%
Medical Alarm	8	1.39%
Medical Transport	2	0.35%
Not Applicable	1	0.17%
Other	23	4.01%
Overdose	11	1.92%
Pain	19	3.31%
Psychiatric Problems	7	1.22%
Respiratory Arrest	1	0.17%
Seizure/Convulsions	23	4.01%
Sick Person	26	4.53%
Stab/Gunshot Wound	1	0.17%
Standby	1	0.17%
Stroke/CVA	23	4.01%
Suicidal	9	1.57%
Traffic/Transportation Accident	19	3.31%
Transfer/Interfacility/Palliative Care	1	0.17%
Traumatic Injury	11	1.92%
Unconscious/Fainting	33	5.75%
Unknown Problem/Man Down	8	1.39%
Unknown	12	2.09%
Total	574	100%

Attachment: april (2131 : Fire OT)

Incident Type Report (Summary)
From 01/01/14 To 04/30/14
Report Printed On: 05/02/2014

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Fire, other (100)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Building fire (111)	5	1.29%	\$5,000.00	\$2,500.00	\$7,500.00	85.23%
Cooking fire, confined to container (113)	4	1.03%	\$0.00	\$0.00	\$0.00	0.00%
Passenger vehicle fire (131)	1	0.26%	\$1,000.00	\$300.00	\$1,300.00	14.77%
Outside rubbish, trash or waste fire (151)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Garbage dump or sanitary landfill fire (152)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
	13	3.36%	\$6,000.00	\$2,800.00	\$8,800.00	100.00%
2 Overpressure Rupture, Explosion, Overheat(no fire)						
Overpressure rupture, explosion, overheat other (200)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Excessive heat, scorch burns with no ignition (251)	2	0.51%	\$0.00	\$0.00	\$0.00	0.00%
	3	0.77%	\$0.00	\$0.00	\$0.00	0.00%
3 Rescue & Emergency Medical Service Incident						
Rescue, EMS incident, other (300)	30	7.71%	\$0.00	\$0.00	\$0.00	0.00%
Medical assist, assist EMS crew (311)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Emergency medical service, other (320)	20	5.14%	\$0.00	\$0.00	\$0.00	0.00%
EMS call, excluding vehicle accident with injury (321)	204	52.44%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	7	1.80%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle/pedestrian accident (MV Ped) (323)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with no injuries (324)	4	1.03%	\$0.00	\$0.00	\$0.00	0.00%
Removal of victim(s) from stalled elevator (353)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
High-angle rescue (356)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Ice rescue (362)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
	270	69.42%	\$0.00	\$0.00	\$0.00	0.00%
4 Hazardous Condition (No Fire)						
Combustible/flammable gas/liquid condition, other (410)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Gasoline or other flammable liquid spill (411)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Gas leak (natural gas or LPG) (412)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide incident (424)	9	2.31%	\$0.00	\$0.00	\$0.00	0.00%
Electrical wiring/equipment problem, other (440)	2	0.51%	\$0.00	\$0.00	\$0.00	0.00%
Overheated motor (442)	2	0.51%	\$0.00	\$0.00	\$0.00	0.00%
Power line down (444)	2	0.51%	\$0.00	\$0.00	\$0.00	0.00%
	18	4.62%	\$0.00	\$0.00	\$0.00	0.00%
5 Service Call						
Service Call, other (500)	3	0.77%	\$0.00	\$0.00	\$0.00	0.00%
Lock-out (511)	2	0.51%	\$0.00	\$0.00	\$0.00	0.00%
Water problem, other (520)	5	1.29%	\$0.00	\$0.00	\$0.00	0.00%
Water or steam leak (522)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Smoke or odor removal (531)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Public service assistance, other (550)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Assist police or other governmental agency (551)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Public service (553)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Assist invalid (554)	9	2.31%	\$0.00	\$0.00	\$0.00	0.00%
	24	6.18%	\$0.00	\$0.00	\$0.00	0.00%
6 Good Intent Call						
Good intent call, other (600)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Dispatched and cancelled en route (611)	10	2.57%	\$0.00	\$0.00	\$0.00	0.00%
Wrong location (621)	5	1.29%	\$0.00	\$0.00	\$0.00	0.00%
No incident found on arrival at dispatch address (622)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Steam, other gas mistaken for smoke, other (650)	2	0.51%	\$0.00	\$0.00	\$0.00	0.00%
Smoke scare, odor of smoke (651)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
	20	5.15%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call						
False alarm or false call, other (700)	9	2.31%	\$0.00	\$0.00	\$0.00	0.00%
Extinguishing system activation due to malfunction (732)	2	0.51%	\$0.00	\$0.00	\$0.00	0.00%
Heat detector activation due to malfunction (734)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system sounded due to malfunction (735)	4	1.03%	\$0.00	\$0.00	\$0.00	0.00%
CO detector activation due to malfunction (736)	14	3.60%	\$0.00	\$0.00	\$0.00	0.00%
Unintentional transmission of alarm, other (740)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation, no fire - unintentional (743)	5	1.29%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	4	1.03%	\$0.00	\$0.00	\$0.00	0.00%
	40	10.29%	\$0.00	\$0.00	\$0.00	0.00%
9 Special Incident Type						
Citizen complaint (911)	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%
	1	0.26%	\$0.00	\$0.00	\$0.00	0.00%

Total Incident Count: 389

Total Est. Loss: \$8,800.00

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Attachment: april (2131 : Fire OT)

DE PERE FIRE RESCUE
MUTUAL AID REPORT
APRIL, 2014

MUTUAL AID GIVEN

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
526	ASHWAUBENON	EMS
544	ASHWAUBENON	EMS
568	ASHWAUBENON	EMS
610	ASHWAUBENON	EMS

MUTUAL AID RECEIVED

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
528	ASHWAUBENON	EMS

Attachment: april (2131 : Fire OT)

APRIL, 2014

*OVERTIME CAUSED BY SICK LEAVE

THERE WAS NO OVERTIME CAUSED BY SICK LEAVE.

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

Attachment: april (2131 : Fire OT)

DE PERE AMBULANCE VS. EMS BILLING

	DE PERE	EMS BILLING	DE PERE	EMS BILLING	DE PERE	EMS BILLING	DE PERE	EMS BILLING
	SEPT. '12	SEPT. '13	OCT. '12	OCT. '13	NOV. '12	NOV. '13	DEC. '12	DEC. '13
CHARGES	101,994.00	92,266.50	103,599.00	91,013.50	84,739.00	70,395.00	104,816.00	102,556.50
PAYMENTS	36,053.51	0.00	40,424.01	19,888.59	80,362.45	47,268.95	58,582.09	75,414.29
ADJUSTMENTS	15,987.12	26,098.22	23,905.73	29,586.08	46,990.35	24,018.23	30,473.85	31,739.09
WRITE OFFS	5,461.15	0.00	3,279.06	160.00	1,796.77	4.88	3,476.29	33.00

	DE PERE	EMS BILLING	DE PERE	EMS BILLING	DE PERE	EMS BILLING
	JAN. '13	JAN. '14	FEB. '13	FEB. '14	MAR. '13	MAR. '14
CHARGES	94,084.00	88,627.20	106,986.50	75,042.91	101,014.50	100,284.32
PAYMENTS	63,284.89	77,460.64	57,431.66	50,483.50	84,595.75	44,840.19
ADJUSTMENTS	30,495.96	31,499.36	26,135.63	23,106.15	45,632.43	32,787.11
WRITE OFFS	8,441.31	372.50	2,567.84	0.05	3,277.54	10.50

Payments to EMS

Jan. 2014	5422.24
Feb. 2014	3533.85
March 2014	<u>3138.81</u>
Total Paid	\$12,094.90

	DP Charges 2013	EMS Charges 2014
Jan.	94,084.00	88,627.20
Feb.	106,986.50	75,042.91
Mar.	101,014.50	100,284.32
	<u>302,085.00</u>	<u>263,954.43</u>

Medical Supplies Cost

Jan. thru Mar. 2013	7378
Jan. thru Mar. 2014	<u>1941</u>
Medical Supp. Savings	5437

	DP Collections 2013	EMS Collections 2014
Jan.	63,284.89	77,460.64
Feb.	57,431.66	50,483.50
Mar.	84,595.75	44,840.19
	<u>\$205,312.30</u>	<u>\$172,784.33</u>

Savings

Savings from Med.	5437
EMS Training 2013	2730 Paramedic CME, Amb. billing training, billing materials
FH Software Maint	1065
Amb. Billing Maint	2654
Postage for billing	<u>550</u>
Total Savings	\$12,436.00

Write-offs for De Pere include collections where Statute of Limitations has run out and the amount paid to the collection agency for collecting past due accounts

Attachment: april (2131 : Fire OT)

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: May 13, 2014

DEPARTMENT: Parks, Recreation & Forestry

FROM: Don Melichar

SUBJECT: Recommendation for approval of donation from Rotary Club. *

Staff would like to inform the Finance Committee that the De Pere Rotary Club has agreed to donate needed funds of \$1368.80 for a new AED (automated external defibrillator) to be placed at City Hall second floor. Staff accepted a donation for this on 4-30-14 at their monthly meeting.

Staff's recommendation would be to accept the donation and acknowledge the De Pere Rotary Club and their generosity.

It should also be noted the De Pere Ladies Auxillary gave \$150.00 for the purchase of AED equipment which will be placed at City Hall.

Staff's recommendation would be to accept the donation and acknowledge the De Pere Ladies Auxillary and their generosity.

Thank you for your time and consideration in this matter and please feel free to contact me at 339-8362 should you have any questions.

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: May 13, 2014
DEPARTMENT: Fire Department
FROM: Diane Yashinsky
SUBJECT: Donation from BayCare Health Systems. *

ATTACHMENTS:

- Donation memo for Finance & Council meeting (PDF)



De Pere Fire Rescue

Memo

To: Finance and Personnel Committee
From: Jeffrey Roemer
Date: May 6, 2014
Re: Donation from BayCare

The Fire Department recommends the approval of a donation in the amount of \$1,275.20 from BayCare Health Systems to purchase two(2) Cyanokits. These kits detect cyanide in the air at a fire or after a fire during the salvage and investigation process.

This donation is very important to keeping our residents and firefighters safe.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: May 13, 2014

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Consider Donation Acceptance from De Pere Christian Outreach,
Delores Lemke and Jules Bader to Police Department *

The police department has received three unsolicited donations from two sources and is seeking acceptance from the Finance/Personnel Committee.

The first donation is from Delores Lemke in the sum of \$500. She has earmarked the donation for the use by the police canine program.

The second donation is from Jules and Marjorie Bader in the sum of \$50. This is an undesignated donation and will be deposited in the general donations account of the police department.

The third donation is from the De Pere Christian Outreach in the sum of \$2,000. This donation has been identified for purchasing a Surface Pro 2 tablet computer for detectives for around \$800 and the remaining amount to be used for defense and arrest tactics equipment.

Please accept these donations. If there any questions please contact me at your convenience at 339-4075.

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: May 13, 2014

DEPARTMENT: Planning

FROM: Ken Pabich

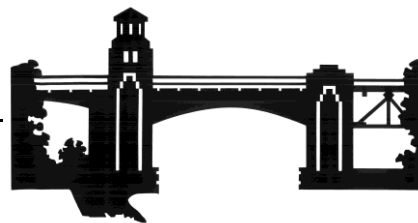
SUBJECT: Review request to extend option to purchase ED-2077-1. Applicant Karman Development.*

ATTACHMENTS:

- Finance_Karman_April14 (PDF)

CITY OF DE PERE

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



May 13, 2014

To: Finance Committee

From: Ken Pabich, Director of Planning and Economic Development

RE: Request to Extend Option on Parcel ED-2077-1 (East Industrial Park, Enterprise Drive)

In 2009, the Finance Committee approved a 3 year option for Parcel ED-2077-1 which was also extended in 2012. This option expired in February of 2014; however, James Karman, the Managing Partner of Karman Development, submit a request for another two year extension. The option was going to be exercised in 2013; however Karman Development was able to acquire a building adjacent to their existing facility that was vacant for over 3 years. The acquisition plans to buy the City parcel was pushed back; however the company is still on an aggressive growth plan.

Recommendation

Based on the growth of the company and also the factors regarding the acquisition of the existing vacant building, staff would recommend that the option be extended and that staff prepare the necessary documents for Common Council approval.

Attachment: Finance_Karman_April14 (2105 : Wild Blue)

Karman Development, LLP

April 19, 2014

Mr. Ken Pabich
City of De Pere Planning Department
333 S. Broadway
De Pere, WI 54115

Dear Mr. Pabich:

Karman Development owns property in the East Side Industrial Park at 860 O'Keefe Road (parcel ED-2078). Wild Blue Technologies leases the building. Their business is growing rapidly. The company purchased the building located at 1314 S. Broadway in 2012, and the need for more space is approaching.

To ensure adequate land for future expansion, Karman Development would like to extend the option to purchase parcel ED-2077-1 for two more years.

Please contact me for any additional information regarding this matter.

Sincerely,



James Karman
Managing Partner

Attachment: Finance_Karman_April14 (2105 : Wild Blue)

Option Parcel

8.a

Parcel ID: ED-2077-1

Karman Development
(aka Wild Blue)

ED-2077-1
J26299-21
75,389 SF

Property purchased
in 2013

This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising this map.

Map of De Pere, WI Provided By The De Pere Planning/GIS Department 2010



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Attachment: Finance_Karman_April14 (2105 : Wild Blue)

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: May 13, 2014

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Consideration of Replacement of Police Department Computers*

Microsoft has stopped supporting the Windows XP operating system as of April 2014. There is significant global concern that security breaches could occur because of the lapse in support. As such, Brown County recently implemented a Security Policy requiring all computers connected to the county system to meet a minimum of Windows 7 operating system. This new requirement applies to all shared systems used by the City, including the Public Safety software systems. In order to comply with the new Security Policy and maintain access to critical information sharing systems, we need to ensure all computer systems are operating with a minimum operating system of Windows 7.

The Police Department is requesting \$32,450 for the replacement of Windows XP computers used throughout the department and the patrol vehicles. The Department maintains 33 actively assigned computers throughout the department. The majority of desktop computers cannot simply be upgraded due to hardware incompatibility. The Mobile Data Computers (MDC) currently used in the patrol vehicles need to be replaced entirely as the existing hardware is not Windows 7 compatible. Replacing the computers will eliminate other somewhat related ongoing issue with the automated vehicle locator (GPS) signals being inconsistent and/or intermittent, and/or incorrect. The replacement of these devices will resolve this safety issue.

Of the 25 computers needing replacement or upgrading, 10 desktop units will be replaced with surplus desktop's not being used elsewhere in the City. The Department will therefore need to purchase 7 new desktop and 7 new MDC computers.

The cost of replacing 7 New Desktop's and upgrading one XP unit to Windows 7 is approximately \$6,650.00. The cost of the 7 New Mobile Computers is approximately \$25,800.00.

We will be replacing the current MDC Panasonic Toughbook CF-30's with a Panasonic Semi-rugged CF-53 at a cost savings of \$10,500.00 versus the CF-30 cost for the 7 mobile units. Panasonic CF-53 and associated docking station equipment are on State Contract pricing (sales quote attached).

The county deadline to have our systems installed or upgraded is August 31, 2014, in order to maintain operational functionality. It is critical we meet this deadline, and is the main reason we bring this forward now and not during the budget sessions. This was an unforeseen event with Microsoft and with the County.

We are requesting a total allocation of \$32,450.00 from undesignated reserves in order to meet these requirements.

Thank you for your consideration. If you have any questions, please contact me at 339-4075, or Kerry Krueger at 339-4083 at your convenience.

ATTACHMENTS:

- Sales Quote (PDF)



SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
FGDP122	3179564	4/22/2014

BILL TO:

CITY OF DE PERE
335 S BROADWAY

SHIP TO:

CITY OF DE PERE
Attention To: PETER SMITH
335 S BROADWAY

Accounts Payable
DE PERE , WI 54115-2593

DE PERE , WI 54115-2593
Contact: KERRY
KRUEGER 920.339.4083

Customer Phone #920.339.4050

Customer P.O. # FGDP122 QUOTE

ACCOUNT MANAGER		SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
KEVIN NEUMANN 877.500.3113		FEDEX Ground	NET 30-VERBAL	GOVT
QTY	ITEM NO.	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	3268339	BTO PAN I5-3340M 500GB 4GB W7P Mfg#: CF-53SWLC8LM Contract: National IPA Technology Solutions 130733	2,449.49	2,449.49
1	3172398	PAN EMISSIVE BACKLIT KB F/CF-53MK3 Mfg#: CF-WKB5338M Contract: Wisconsin Counties Association	225.88	225.88
1	3262037	PANASONIC 4GB SODIMM FOR TOUGHBOOK Mfg#: CF-WMBA1304G Contract: Wisconsin Counties Association	98.50	98.50
1	1706189	CDW HARDWARE INSTALL FOR DT-NB-PRT Mfg#: HWINSTALLDTLTPRT Contract: National IPA Technology Solutions 130733	11.38	11.38
		SUBTOTAL		2,785.25
		FREIGHT		0.00
		TAX		0.00
				US Currency
TOTAL				2,785.25

Attachment: Sales Quote (2140 : Replace PD Computers)

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061

Fax: 312.752.3566

Please remit payment to:

CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: May 13, 2014

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Consideration of replacement of Lobby/Police Camera System*

The Video Surveillance System in the Police Department and City Hall Lobby was initially installed in 2002 at the time of the City Hall/Police Complex renovation. The 12 year old system is comprised of a Windows 2000 video recording and management server and 7 cameras placed throughout the City Hall Lobby, Entranceway, and interior Police Department areas. The system works in conjunction with the Electronic Door Access System (accessible remotely by Brown County Public Safety Dispatch Center).

The system is essential in meeting the customer service needs especially during after-hours times when personnel are not working the front desk. Members of the public enter the Police Department foyer and are able to telephone the Dispatch Center to request assistance. The video system allows for the Dispatch Center to visually see the person requesting assistance, and allows them the ability to control the locking and unlocking of the front door giving the person emergency access to the Police Department lobby.

Late in 2013, we started experiencing failures with the Video Surveillance System with power interruptions and camera equipment failures. We replaced cameras on an as-needed basis given funding available in the police building maintenance account. Thoughtfully, cameras that were replaced were done with ones that would transition to a newer IP based system. Currently, we have had to relocate the only remaining (recently replaced) three cameras to our essential coverage areas (front lobby) in order to meet our minimum needs.

We had planned on including a replacement system in our 2015 Budget request, however, in January and February, two more cameras failed and the overall system is not running properly. Further, in February, the Brown County Public Safety Communications Center notified us of the requirement to move our Video Surveillance System Software to a Windows 7 platform. We are requesting the necessary funding to replace the system so that we have a functioning system which meets all the necessary requirements for operation.

The system replacement was quoted by Tyco Simplex Grinnell for both replacement/upgrade of the existing system, and full replacement of existing equipment moving to an IP based option system with hybrid and analog camera options. The cost of replacing the entire system is less than the cost of upgrading existing equipment.

Upgrade Existing Analog System: \$10,570.00

Analog connections directly wired to Server with POE (power over Ethernet)

Replacement Hybrid/Analog New System: \$10,480.00

Internet Protocol connections to Server with POE (power over Ethernet)

The costs assume City Maintenance personnel will run necessary connections to reduce installation costs.

A separate POE (power over Ethernet) device is required for either option and that cost is approximately \$505.00.

The newer Hybrid/analog option allows us to grow with the system over time and allow additional cameras to be placed onto the system and the capacity for cameras is unlimited. Exponential growth would only require additional server space.

The quotes supplied by Tyco Simplex are attached.

Due to the total integration with the City's existing Door Access Controller System, we are respectfully requesting to procure on a sole source basis. The integration of the controller system simplifies the process that our Public Safety Communication Center must follow in order to allow emergency access to our building for the public; critical time savings when it matters.

Thank you for your consideration. If you have any questions, please contact me at 339-4075 or contact Kerry Krueger at 339-4083 at your convenience.

ATTACHMENTS:

- De Pere City Hall CCTV Upgrade Revised(2) 4-24-2014 (PDF)



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

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SimplexGrinnell Quotation

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

Project: De Pere City Hall CCTV
Customer Reference: De Pere City Hall CCTV
SimplexGrinnell Reference: 381408708
Date: 04/24/2014
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SimplexGrinnell is pleased to offer for your consideration this quotation for the above project.

QUANTITY	MODEL NUMBER	DESCRIPTION
	De Pere City Hall NVR Upgrade	
1	420412	Exacq NVR 6TB Hybrid
4	AXC-0464-001	Axis P3353 Fixed Dome 6mm
4	EVIP-01-SS	EXACQ SINGLE IP CAMERA LICENSE
4	5502-361	Drop ceil mnt P33 series clear
	Professional Services - De Pere City Hall NVR Upgrade	
	PM LAB	PROJECT/CONSTRUCTION MGMT
	Technical Services - De Pere City Hall NVR Upgrade	
	TECH LAB	TECHNICAL SERVICE

Net selling price for Hybrid / Analog and IP Option, FOB shipping point, \$10,065.00

	De Pere CCTV (IP Only)	
1	IPS04-6000-R2	Exacq NVR 6TB IP only
7	AXC-0464-001	Axis P3353 Fixed Dome 6mm
3	EVIP-01-SS	EXACQ SINGLE IP CAMERA LICENSE
7	5502-361	Drop ceil mnt P33 series clear
	Professional Services - De Pere CCTV (IP Only)	
	PM LAB	PROJECT/CONSTRUCTION MGMT
	Technical Services - De Pere CCTV (IP Only)	
	TECH LAB	TECHNICAL SERVICE

Net selling price for IP Only Option - No Analog, FOB shipping point, \$9,975.00

Comments

This quote includes two options for replacing the existing Integral Technologies DVR. The first option utilizes the remaining (3) analog cameras. The second option is to replace ALL of old, failing cameras and replace with new IP cameras.

The first option shown includes the following:

- Exacqvision Hybrid Desktop NVR
 - o 8 Analog Inputs
 - o 6 Terabytes (TB) Storage

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

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

Packet Pg. 35

Attachment: De Pere City Hall CCTV Upgrade Revised(2) 4-24-2014 (2139 : Lobby/PD Camera System)



Project: De Pere City Hall CCTV
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SimplexGrinnell Quotation

Comments (continued)

- Based on the existing cameras, adding two new hallway IP Cameras, and adding two new exterior cameras (3 Megapixel), 15 frames per second, 30% motion, and 60 days of video storage = 3.9TB... next size up to include a minimum of 25% spare storage for future cameras is 6TB.
- o (4) Axis P3353 IP Ceiling Mount Dome Cameras
- o (4) Axis Drop Ceiling Mount Kits
- o Technical Labor to set up the NVR, demonstrate the software, set up the client version of the software on the PC in Admin.
- Exacqvision Rack Mount NVR (no analog)
 - o 6 Terabytes (TB) Storage
 - NVR comes with 4 IP licenses, and 3 additional are included for the 7 total cameras
 - o (7) Axis P3353 IP Ceiling Mount Dome Cameras
 - o (7) Axis Drop Ceiling Mount Kits
 - o Technical labor to set up the NVR, demonstrate the software, set up the client version of the software on the PC in Admin.
 - o Includes labor to assist Peter Smith with setting up the front door release with the Exacq to CCure integration.

Pricing does not include cable or physical installation. Per our walk through conversation, the cable would be pulled and terminated by De Pere staff. All new IP cameras require a CAT5 or CAT6 cable.

A POE Switch will be needed by the NVR for either option.

IMPORTANT: SimplexGrinnell can provide integration between Software House's CCure9000 Access Control and Exacqvision's NVR. Both systems are Tyco products and we can provide integration so when a door is forced open, or there is an input on CCure, the associated camera will automatically pop up on the CCure screen. We can also put camera icons on a map / floorplan image (if it's provided by De Pere) so a user can click on a camera icon in a certain area rather than looking for the camera on a list. We can do this at no additional cost when we set up the new NVR.

Applicable taxes not included. Labor to be performed during normal business hours.

SimplexGrinnell reserves the right to negotiate a mutually agreeable contract for the performance of any work. Our submission of a bid or proposal is based upon the assumption that if we are the successful bidder, then such a mutually satisfactory, definitive agreement between the parties will be entered into. In the event that you are not agreeable to the acceptance of this bid pursuant to the conditions set forth above, or, if we are awarded the bid but are unable to negotiate a mutually satisfactory definitive agreement with you, then our bid will be deemed null and void and the same shall be withdrawn from consideration without penalty.

To proceed with this project, please sign this quote and return to snielson@simplexgrinnell.com or fax to the number below. If issuing a PO, please send a copy of the PO and include the reference number above on the PO.

Sincerely,

Scott Nielson
 Electronic Systems Sales

Phone: 920-883-9309

Attachment: De Pere City Hall CCTV Upgrade Revised(2) 4-24-2014 (2139 : Lobby/PD Camera System)



Project: De Pere City Hall CCTV
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SimplexGrinnell Quotation

Comments (continued)

Fax: 920-494-6276

Attachment: De Pere City Hall CCTV Upgrade Revised(2) 4-24-2014 (2139 : Lobby/PD Camera System)



Project: De Pere City Hall CCTV
 Customer Reference: De Pere City Hall CCTV
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TERMS AND CONDITIONS

1. Payment. Payments shall be invoiced and due in accordance with the terms and conditions set forth above. Work performed on a time and material basis shall be at the then-prevailing Company rate for material, labor, and related items, in effect at the time supplied under this Agreement. Company shall invoice Customer for progress payments to one hundred (100%) percent based upon equipment delivered or stored, and services performed. Customers without established satisfactory credit shall make payments of cash in advance, upon delivery or as otherwise specified by Company. Where Customer establishes and maintains satisfactory credit, payments shall be due and payable thirty (30) days from date of invoice. Company reserves the right to revoke or modify Customer's credit at its sole discretion. The Customer's failure to make payment when due is a material breach of this Agreement.

If Customer fails to make any payment when due, in addition to any other rights and remedies available, Company shall have the right, at Company's sole discretion, to stop performing any Services and/or withhold further deliveries of materials, until the account is current. In the event payment is not received when due, Company may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

2. Pricing. The pricing set forth in this Agreement is based on the number of devices to be installed and services to be performed as set forth in the Scope of Work ("Equipment" and "Services"). If the actual number of devices installed or services to be performed is greater than that set forth in the Scope of Work, the price will be increased accordingly. If this Agreement extends beyond one year, SimplexGrinnell may increase prices upon notice to the Customer. Customer agrees to pay all taxes, permits, and other charges, including but not limited to state and local sales and excise taxes, however designated, levied or based on the service charges pursuant to this Agreement.

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

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

5. Limitation of Liability; Limitations of Remedy. It is understood and agreed by the Customer that Company is not an insurer and that insurance coverage, if any, shall be obtained by the Customer and that amounts payable to company hereunder are based upon the value of the services and the scope of liability set forth in this Agreement and are unrelated to the value of the Customer's property and the property of others located on the premises. Customer agrees to look exclusively to the Customer's insurer to recover for injuries or damage in the event of any loss or injury and that Customer releases and waives all right of recovery against Company arising by way of subrogation. Company makes no guaranty or Warranty, including any implied warranty of merchantability or fitness for a particular purpose that equipment or services supplied by Company will detect or avert occurrences or the consequences therefrom that the equipment or service was designed to detect or avert. It is impractical and extremely difficult to fix the actual

damages, if any, which may proximately result from failure on the part of Company to perform any of its obligations under this Agreement. Accordingly, Customer agrees that, Company shall be exempt from liability for any loss, damage or injury arising directly or indirectly from occurrences, or the consequences therefrom, which the equipment or service was designed to detect or avert. Should Company be found liable for any loss, damage or injury arising from a failure of the equipment or service in any respect, Company's liability shall be limited to an amount equal to the Agreement price (as increased by the price for any additional work) or where the time and material payment term is selected, Customer's time and material payments to Company. Where this Agreement covers multiple sites, liability shall be limited to the amount of the payments allocable to the site where the incident occurred. Such sum shall be complete and exclusive. If Customer desires Company to assume greater liability, the parties shall amend this Agreement by attaching a rider setting forth the amount of additional liability and the additional amount payable by the Customer for the assumption by Company of such greater liability, provided however that such rider shall in no way be interpreted to hold Company as an insurer. **IN NO EVENT SHALL COMPANY BE LIABLE FOR ANY DAMAGE, LOSS, INJURY, OR ANY OTHER CLAIM ARISING FROM ANY SERVICING, ALTERATIONS, MODIFICATIONS, CHANGES, OR MOVEMENTS OF THE COVERED SYSTEM(S) OR ANY OF ITS COMPONENT PARTS BY THE CUSTOMER OR ANY THIRD PARTY. COMPANY SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DAMAGES ARISING FROM THE USE, LOSS OF THE USE, PERFORMANCE, OR FAILURE OF THE COVERED SYSTEM(S) TO PERFORM.** The limitations of liability set forth in this Agreement shall inure to the benefit of all parents, subsidiaries and affiliates of company, whether direct or indirect, company's employees, agents, officers and directors.

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

7. General Provisions. Customer has selected the service level desired after considering and balancing various levels of protection afforded, and their related costs. Customer acknowledges and agrees that by this Agreement, Company, unless specifically stated, does not undertake any obligation to maintain or render Customer's system or equipment as Year 2000 compliant, which shall mean, capable of correctly handling the processing of calendar dates before or after December 31, 1999. All work to be performed by Company will be performed during normal working hours of normal working days (8:00 a.m. – 5:00 p.m., Monday through Friday, excluding Company holidays), as defined by Company, unless additional times are specifically described in this Agreement.

Company will perform the services described in the Scope of Work section ("Services") for one or more system(s) or

equipment as described in the Scope of Work section or the listed attachments ("Covered System(s)").

The Customer shall promptly notify Company of any malfunction in the Covered System(s) which comes to Customer's attention. This Agreement assumes the Covered System(s) are in operational and maintainable condition as of the Agreement date. If, upon initial inspection, Company determines that repairs are recommended, repair charges will be submitted for approval prior to any work. Should such repair work be declined Company shall be relieved from any and all liability arising therefrom. **UNLESS OTHERWISE SPECIFIED IN THIS AGREEMENT, ANY INSPECTION (AND, IF SPECIFIED, TESTING) PROVIDED UNDER THIS AGREEMENT DOES NOT INCLUDE ANY MAINTENANCE, REPAIRS, ALTERATIONS, REPLACEMENT OF PARTS, OR ANY FIELD ADJUSTMENTS WHATSOEVER, NOR DOES IT INCLUDE THE CORRECTION OF ANY DEFICIENCIES IDENTIFIED BY COMPANY TO CUSTOMER. COMPANY SHALL NOT BE RESPONSIBLE FOR EQUIPMENT FAILURE OCCURRING WHILE COMPANY IS IN THE PROCESS OF FOLLOWING ITS INSPECTION TECHNIQUES, WHERE THE FAILURE ALSO RESULTS FROM THE AGE OR OBSOLESCENCE OF THE ITEM OR DUE TO NORMAL WEAR AND TEAR. THIS AGREEMENT DOES NOT COVER SYSTEMS, EQUIPMENT, COMPONENTS OR PARTS THAT ARE BELOW GRADE, BEHIND WALLS OR OTHER OBSTRUCTIONS OR EXTERIOR TO THE BUILDING, ELECTRICAL WIRING, AND PIPING.**

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

Customer shall further:

- supply required schematics and drawings unless they are to be supplied by Company in accordance with this Agreement;
 - Provide a safe work environment, in the event of an emergency or Covered System(s) failure, take reasonable safety precautions to protect against personal injury, death, and property damage, continue such measures until the Covered System(s) are operational, and notify Company as soon as possible under the circumstances.
 - Provide Company access to any system(s) to be serviced,
 - Comply with all laws, codes, and regulations pertaining to the equipment and/or services provided under this agreement.
- 9. Excavation.** In the event the Work includes excavation, Customer shall pay, as an extra to the contract price, the cost of any additional work performed by Company due to water, quicksand, rock or other unforeseen condition or obstruction encountered or shoring required.
- 10. Structure and Site Conditions.** While employees of Company will exercise reasonable care in this respect, Company shall be under no responsibility for loss or damage due to the character, condition or use of foundations, walls, or other structures not erected by it or resulting from the excavation in proximity thereto, or for damage resulting from concealed piping, wiring, fixtures, or other equipment or condition of water pressure. All shoring or protection of



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SALE AND INSTALLATION AGREEMENT (continued)

foundation, walls or other structures subject to being disturbed by any excavation required hereunder shall be the responsibility of Customer. Customer shall have all things in readiness for installation including, without limitation, structure to support the sprinkler system and related equipment (including tanks), other materials, floor or suitable working base, connections and facilities for erection at the time the materials are delivered. In the event Customer fails to have all things in readiness at the time scheduled for receipt of materials, Customer shall reimburse Company for all expenses caused by such failure. Failure to make areas available to Company during performance in accordance with schedules that are the basis for Company's proposal shall be considered a failure to have things in readiness in accordance with the terms of this Agreement.

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

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

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

All of the above are hereinafter referred to as "Hazardous Conditions".

Company shall have the right to rely on the representations listed above. If hazardous conditions are encountered by Company during the course of Company's work, the discovery of such materials shall constitute an event beyond Company's control and Company shall have no obligation to further perform in the area where the hazardous conditions exist until the area has been made safe by Customer as certified in writing by an independent testing agency, and Customer shall pay disruption expenses and re-mobilization expenses as determined by Company.

This Agreement does not provide for the cost of capture, containment or disposal of any hazardous waste materials, or hazardous materials, encountered in any of the Covered System(s) and/or during performance of the Services. Said materials shall at all times remain the responsibility and property of Customer. Company shall not be responsible for the testing, removal or disposal of such hazardous materials.

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

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

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

16. Changes, Alterations, Additions. Changes, alterations and additions to the Scope of Work, plans, specifications or construction schedule shall be invalid unless approved in writing by Company. Should changes be approved by Company, that increase or decrease the cost of the work to Company, the parties shall agree, in writing, to the change in price prior to

performance of any work. However, if no agreement is reached prior to the time for performance of said work, and Company elects to perform said work so as to avoid delays, then Company's estimate as to the value of said work shall be deemed accepted by Customer. In addition, Customer shall pay for all extra work requested by Customer or made necessary because of incompleteness or inaccuracy of plans or other information submitted by Customer with respect to the location, type of occupancy, or other details of the work to be performed. In the event the layout of Customer's facilities has been altered, or is altered by Customer prior to the completion of the Work, Customer shall advise Company, and prices, delivery and completion dates shall be changed by Company as may be required.

17. Commodities Availability. Company shall not be responsible for failure to provide services, deliver products, or otherwise perform work required by this Agreement due to lack of available steel products or products made from plastics or other commodities. 1) In the event Company is unable, after reasonable commercial efforts, to acquire and provide steel products, or products made from plastics or other commodities, if required to perform work required by this Agreement, Customer hereby agrees that Company may terminate the Agreement, or the relevant portion of the Agreement, at no additional cost and without penalty. Customer agrees to pay Company in full for all work performed up to the time of any such termination. 2) If Company is able to obtain the steel products or products made from plastics or other commodities, but the price of any of the products has risen by more than 10% from the date of the bid, proposal or date Company executed this Agreement, whichever occurred first, then Company may pass through that increase through a reasonable price increase to reflect increased cost of materials.

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

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

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

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

22. Limited Warranty. Subject to the limitations below, Company warrants any equipment (as distinguished from the Software) installed pursuant to this Agreement to be free from defects in material and workmanship under normal use for a period of one (1) year from the date of first beneficial use or all or any part of the Covered System(s) or 18 months after Equipment shipments, whichever is earlier, provided however, that Company's sole liability, and Customer's sole remedy, under this limited warranty shall be limited to the repair or replacement of the Equipment or any part thereof, which Company determines is defective, at Company's sole option and subject to the availability of service personnel and parts, as determined by Company. Company warrants expendable items, including, but not limited to, video and print heads, television camera tubes, video monitor displays tubes, batteries and certain other products in accordance with the applicable manufacturer's warranty. Company does not warrant devices designed to fail in protecting the System, such as, but not limited to, fuses and circuit breakers.

Company warrants that any Company software described in this Agreement, as well as software contained in or sold as part of any Equipment described in this Agreement, will reasonably conform to its published specifications in effect at the time of delivery and for ninety (90) days after delivery. However, Customer agrees and acknowledges that the software may have inherent defects because of its complexity. Company's sole obligation with respect to software, and Customer's sole remedy, shall be to make available published modifications, designed to correct inherent defects, which become available during the warranty period.

If Repair Services are included in this Agreement, Company warrants that its workmanship and material for repairs made pursuant to this Agreement will be free from defects for a period of ninety (90) days from the date of furnishing.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE SERVICES PERFORMED OR THE PRODUCTS, SYSTEMS OR EQUIPMENT, IF ANY, SUPPORTED HEREUNDER. COMPANY MAKES NO WARRANTY OR REPRESENTATION, AND UNDERTAKES NO OBLIGATION TO ENSURE BY THE SERVICES PERFORMED UNDER THIS AGREEMENT, THAT COMPANY'S PRODUCTS OR THE SYSTEMS OR EQUIPMENT OF THE CUSTOMER WILL CORRECTLY HANDLE THE PROCESSING OF CALENDAR DATES BEFORE OR AFTER DECEMBER 31, 1999.

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

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

24. Insurance. Customer shall name Company, its officers, employees, agents, subcontractors, suppliers, and



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SALE AND INSTALLATION AGREEMENT (continued)

representatives as additional insureds on Customer's general liability and auto liability policies.

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

Company may terminate this Agreement immediately at its sole discretion upon the occurrence of any Event of Default as hereinafter defined. Company may also terminate this Agreement at its sole discretion upon notice to Customer if Company's performance of its obligations under this Agreement becomes impracticable due to obsolescence of equipment at Customer's premises or unavailability of parts.

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

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

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

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

30. One-Year Limitation on Actions; Choice of Law. It is agreed that no suit, or cause of action or other proceeding shall be brought against either party more than one (1) year after the accrual of the cause of action or one (1) year after the claim

arises, whichever is shorter, whether known or unknown when the claim arises or whether based on tort, contract, or any other legal theory. The laws of Massachusetts shall govern the validity, enforceability, and interpretation of this Agreement.

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

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

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

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

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

(Rev. 10/08)

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IMPORTANT NOTICE TO CUSTOMER

In accepting this Proposal, Customer agrees to the terms and conditions contained herein including those on the following pages of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that the Customer may issue. Any changes in the system requested by the Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing.

ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS ON THE FOLLOWING PAGES. This Proposal shall be void if not accepted in writing within thirty (30) days from the date of the Proposal.

Offered By: SimplexGrinnell LP License#: 1941 Holmgren Way GREEN BAY, WI 54304-4514 Telephone: (920) 494 8741 Representative: _____ _____	Accepted By: (Customer) Company: _____ Address: _____ Signature: _____ Title: _____ P.O.#: _____ Date: _____
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City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: May 13, 2014

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Consider change to credit card service provider. *

ATTACHMENTS:

- CREDITCARDLEADERSPROCESSING (DOC)
- 201405080840 (PDF)

To: Honorable Mayor and Members of Finance Committee
From: Joe Zegers, Finance Director
Date: May 7, 2014
Subject: Debit & Credit Card Processing Agent

The City currently accepts debit and credit card payments at six different locations or departments from our customers. This represents roughly \$350,000 to \$400,000 of activity and the City pays approximately \$12,000 per year in processing fees for this service to World Pay Merchant Services. Leaders Merchant Services Company has provided me with estimated processing fees on a sample of three of our locations which I have attached to this memo. Their estimated fees on the attachments indicate that we can achieve annual savings ranging from roughly \$800 to \$1,100 per location should we switch to their card processing service. Additionally, Leaders would reimburse our termination fees from World Pay of \$250 per location. I believe it would be reasonable to conservatively estimate that the City would save roughly \$4,000 per year should we switch from World Pay which has been our processor since 2008 to Leaders. I am aware of another concern that has switched to Leaders and has achieved similar savings with them with no drop-off in processing quality or assistance. Based on this analysis, I recommend that we approve switching from World Pay to Leaders for debit and credit card processing services pending contract approval from the City Attorney. Mark Todd from Leaders Merchant Services will be present at the May 13, 2014 Finance Committee Meeting to answer any questions you may have.

Attachment: CREDITCARDLEADERSPROCESSING (2172 : Consider change to credit card service provider)

Deal ID: 131261

02/25/2014

CITY OF DE PERE 949

Dear JOE ZEGERS,

Thank you for your interest in LEADERS, one of the fastest growing providers of credit and debit card based payment processing services in the U.S.! We specialize in providing merchant services nationwide and are very proud of our Top 5 ranking by many major independent research firms. We believe that our rates are among the lowest in the country and we remain committed to maintaining this pricing leadership.

Take a look at page 2 of this document to see the in-depth analysis we completed using your current processing profile based on the monthly statement(s) you provided. The summary below indicates the total amount you would have saved processing with us at our proposed new LEADERS rates as compared to the rates you were charged by your current processor.

\$72.52 TOTAL SAVINGS each month had you processed with LEADERS!

13.1% Savings

<u>\$2,610.72</u>	3 Years Savings!
<u>\$1,740.48</u>	2 Years Savings!
<u>\$870.24</u>	1 Year Savings!

I will contact you shortly to review this information and to begin the application process. We will get your business up and running quickly, so that you can begin to take advantage of our low rates and the related savings.

Should you wish to reach me, please call: (920) 540-4085

Sincerely yours,

Mark Todd

Deal ID: 131261

Statement: January 2014



STATEMENT ANALYSIS DETAILS

DBA Name: CITY OF DE PERE 949

Address:

	WORLD PAY			LEADERS Merchant Services		
	VOL/# OF TRANS	RATE	CHARGES	VOL/# OF TRANS	RATE	CHARGES
Qual Debit						
Qual						
Mid-Qual						
Non-Qual						
Discover Qual						
Discover Mid-Qual						
Discover Non-Qual						
Interchange Cost			\$321.67			\$321.67
Interchange + bps	\$28,848.07			\$28,848.07	0.0010	\$28.85
MC/Visa Trans	141	\$0.38	\$52.88	141	\$0.20	\$28.20
Discover Trans	3	\$0.37	\$1.11	3	\$0.20	\$0.60
Amex Trans						
OTHER FEES:						
Dues & Assessment			\$31.68			\$31.68
Wireless Trans Fee						
Visa APF	93	\$0.0245	\$2.28	93	\$0.0195	\$1.81
MC NABU Fee	50	\$0.0238	\$1.19	50	\$0.0195	\$0.98
Discover Data Usage	3	\$0.0267	\$0.08	3	\$0.0185	\$0.06
Visa Misuse Fee						
Zero Floor Limit Fee						
Voice Auth Fee						
AVS Fee	34	\$0.01	\$0.34	34		
Batch Header	26	\$0.20	\$5.20	26		
Chargeback Fee						
Pin Debit Auth	35	\$0.20	\$7.00	35	\$0.20	\$7.00
PIN-Debit Network	\$4,786.98		\$34.77	\$4,786.98		\$34.77
ACQ Isa Fee						
Int'l Service Fee						
Cross Border						
ACQ Support Fee						
Monthly Wireless Fee						
Customer Service			\$12.00		\$10.00	\$10.00
Security Fee						
Gateway Fee			\$5.00			
Debit Mthly Access Fee						
iAccess Fee			\$16.00			\$16.00
FANF			\$62.94			
PCI COMPLIANCE/PRGM FEES						
TOTAL VOL (Visa/MC/Discover)/	\$28,848.07		\$554.14	\$28,848.07		\$481.62
CHARGES						
AVG TICKET	\$200.33					
				RATE PLAN		LEADINT

TOTAL SAVINGS each month had you processed with LEADERS****\$72.52**

**These figures are estimates based on current processing statements or on projected information provided by you. LEADERS does not guarantee that these figures will be exact. The above information is for illustration purposes only. Actual Merchant account activity is subject to many more interchange categories. Rates & fees will vary accordingly. In addition, cost structures are highly variable. Merchants may produce more or less earnings. Merchant's actual percentage of transactions within a particular rate category may fluctuate. Rates & Fees subject to change.

Deal ID: 131262

02/25/2014

CITY OF DE PERE 956

Dear JOE ZEGERS,

Thank you for your interest in LEADERS, one of the fastest growing providers of credit and debit card based payment processing services in the U.S.! We specialize in providing merchant services nationwide and are very proud of our A+ rating from the Better Business Bureau (BBB). We believe that our rates are among the lowest in the country and are committed to maintaining this pricing leadership.

Take a look below to see the in-depth analysis we completed of your current processing profile based on the monthly statement(s) you provided. The summary below indicates the total amount you would have saved processing with us at our proposed new LEADERS rates as compared to the rates you were charged by your current processor.

\$74.42 TOTAL SAVINGS each month had you processed with LEADERS!

42.4% Savings

\$2,679.12 3 Years Savings!
\$1,786.08 2 Years Savings!
\$893.04 1 Year Savings!

Supporting details of the calculated savings are attached for your reference.

I will contact you shortly to review this information and to begin the application process. We will get your business up and running quickly so that you can begin to take advantage of these savings.

Should you wish to reach me, please call: (920) 540-4085

Sincerely yours,
Mark Todd

P.O. Box 1911 • Camarillo, CA 93011 • P (877) 538-3377 • F (877) 538-7566

www.leadersmerchantservices.com

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REV 0411



STATEMENT ANALYSIS DETAILS

DBA Name: CITY OF DE PERE 956

Address:

	WORLD PAY			LEADERS Merchant Services		
	VOL/# OF TRANS	RATE	CHARGES	VOL/# OF TRANS	RATE	CHARGES
Qual Debit						
Qual						
Mid-Qual						
Non-Qual						
Discover Qual						
Discover Mid-Qual						
Discover Non-Qual						
Interchange Cost			\$60.21			\$60.21
Interchange + bps	\$3,483.30	0.0061	\$21.25	\$3,483.30	0.0010	\$3.48
MC/Visa Trans	17	\$0.60	\$10.20	17	\$0.20	\$3.40
Discover Trans					\$0.20	
Amex Trans						
OTHER FEES:						
Dues & Assessment			\$3.84			\$3.84
Wireless Trans Fee						
Visa APF	7	\$0.0245	\$0.17	7	\$0.0195	\$0.14
MC NABU Fee	10	\$0.0239	\$0.24	10	\$0.0195	\$0.20
Discover Data Usage					\$0.0185	
Visa Misuse Fee						
Zero Floor Limit Fee						
Voice Auth Fee						
AVS Fee	10	\$0.01	\$0.10	10		
Batch Header	9	\$0.30	\$2.70	9		
Chargeback Fee						
Pin Debit Auth						
PIN-Debit Network						
ACQ Isa Fee						
Int'l Service Fee						
Cross Border						
ACQ Support Fee						
Monthly Wireless Fee						
Customer Service			\$16.99		\$10.00	\$10.00
Security Fee						
Gateway Fee						
Debit Mithly Access Fee			\$5.00		\$5.00	\$5.00
iAccess Fee						
VISA FANF			\$15.00			\$15.00
PCI PROGRAM A / NON VALIDATION			\$39.99			
TOTAL VOL (Visa/MC/Discover)				\$3,483.30		\$101.27
CHARGES	\$3,483.30		\$175.69			
AVG TICKET	\$204.90					
				RATE PLAN		LEADINT

TOTAL SAVINGS each month had you processed with LEADERS****\$74.42**

**These figures are estimates based on current processing statements or on projected information provided by you. LEADERS does not guarantee that these figures will be exact. The above information is for illustration purposes only. Actual Merchant account activity is subject to many more interchange categories. Rates & fees will vary accordingly. In addition, cost structures are highly variable. Merchants may produce more or less earnings. Merchant's actual percentage of transactions within a particular rate category may fluctuate. Rates & Fees subject to change.

P.O. Box 1911 • Camarillo, CA 93011 • P (877) 538-3377 • F (877) 538-7566

www.leadersmerchantservices.com

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REV 0411

Deal ID: 130576

01/30/2014

CITY OF DE PERE
335 S. BORADWAY, DE PERE, WI 54115

Dear JOE ZEGERS,

Thank you for your interest in LEADERS, one of the fastest growing providers of credit and debit card based payment processing services in the U.S.! We specialize in providing merchant services nationwide and are very proud of our Top 5 ranking by many major independent research firms. We believe that our rates are among the lowest in the country and we remain committed to maintaining this pricing leadership.

Take a look at page 2 of this document to see the in-depth analysis we completed using your current processing profile based on the monthly statement(s) you provided. The summary below indicates the total amount you would have saved processing with us at our proposed new LEADERS rates as compared to the rates you were charged by your current processor.

\$89.38 TOTAL SAVINGS each month had you processed with LEADERS!

33.6% Savings

\$3,217.68 3 Years Savings!

\$2,145.12 2 Years Savings!

\$1,072.56 1 Year Savings!

I will contact you shortly to review this information and to begin the application process. We will get your business up and running quickly, so that you can begin to take advantage of our low rates and the related savings.

Should you wish to reach me, please call: (920) 540-4085

Sincerely yours,

Mark Todd

Deal ID: 130576

Statement: October 2013



STATEMENT ANALYSIS DETAILS

DBA Name: CITY OF DE PERE

Address: 335 S. BORADWAY, DE PERE, WI 54115

WORLD PAY			LEADERS Merchant Services		
VOL# OF TRANS	RATE	CHARGES	VOL# OF TRANS	RATE	CHARGES
Qual Debit					
Qual					
Mid-Qual					
Non-Qual					
Discover Qual					
Discover Mid-Qual					
Discover Non-Qual					
Interchange Cost		\$104.02			\$104.02
Interchange + bps	\$7,016.00	0.0061	\$7,016.00	0.0050	\$35.08
MC/Visa Trans	29	\$0.60	29	\$0.10	\$2.90
Discover Trans	2	\$0.60	2	\$0.10	\$0.20
Amex Trans					
OTHER FEES:					
Dues & Assessment		\$7.69			\$7.69
Wireless Trans Fee					
Visa APF	9	\$0.0244	9	\$0.0195	\$0.18
MC NABU Fee	20	\$0.0240	20	\$0.0195	\$0.39
Discover Data Usage	2	\$0.0250	2	\$0.0185	\$0.04
Visa Misuse Fee					
Zero Floor Limit Fee					
Voice Auth Fee					
AVS Fee	14	\$0.01	14		
Batch Header	13	\$0.30	13		
Chargeback Fee					
Pin Debit Auth					
PIN-Debit Network					
ACQ Isa Fee					
Int'l Service Fee					
Cross Border					
ACQ Support Fee					
Monthly Wireless Fee		\$16.99		\$10.00	\$10.00
Customer Service					
Security Fee					
Gateway Fee		\$5.00			
Debit Mithly Access Fee					
iAccess Fee		\$16.00			\$16.00
VS FANF		\$49.99			
PCI PGRM A / PCI NON COMPLIANCE FEE					
TOTAL VOL (Visa/MC/Discover)	\$7,016.00	\$265.88	\$7,016.00		\$176.50
CHARGES					
AVG TICKET	\$226.32				
			RATE PLAN		LEADINT

TOTAL SAVINGS** each month had you processed with LEADERS **\$89.38**

**These figures are estimates based on current processing statements or on projected information provided by you. LEADERS does not guarantee that these figures will be exact. The above information is for illustration purposes only. Actual Merchant account activity is subject to many more interchange categories. Rates & fees will vary accordingly. In addition, cost structures are highly variable. Merchants may produce more or less earnings. Merchant's actual percentage of transactions within a particular rate category may fluctuate. Rates & Fees subject to change.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: May 13, 2014
DEPARTMENT: Finance Department
FROM: Joe Zegers
SUBJECT: 2013 Budget items carried forward to 2014. *

ATTACHMENTS:

- NLFMEMO2013 (DOCX)
- NLF2013 (DOCX)
- NLF2013DETAIL (XLS)

To: Mayor Michael J. Walsh
Lawrence Delo, City Administrator
Finance/Personnel Committee Members
From: Joe Zegers, Finance Director
RE: 2013 Budget Items Carried Forward to 2014
Date: May 7, 2014

I have attached the proposed resolution where we annually reserve a portion of our general fund balance for amounts that were budgeted in 2013 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 \$257,626. This year's amount is \$217,038 which is smaller than last year due mainly to diminished amounts needed for outlay items. Feel free to contact me prior to the Finance Meeting on May 13, 2014 should you have any questions. I recommend that these items be approved for carryover to 2014.

Attachment: NLFMEMO2013 (2171 : 2013 Budget Carryover)

RESOLUTION #14-XX

RESOLUTION ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2013

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, 2013:

<u>Account</u>	<u>Amount</u>
Police-Radio Outlay	\$10,778
Police-Community Policing	\$1,867
Police Training	\$10,578
Fire/Rescue-Ambulance	\$159,000
Fire/Rescue-Act 102	\$2,153
Community Center-Outdoor Light Fixtures	\$2,500
Historic Preservation	\$4,773
Economic Development-Survey Work & City Signage	\$10,500
GIS-Arc GIS Online Initiative	\$10,905
GIS-Mobile GIS Hardware	\$2,259
GIS-ESRI Training	\$1,725
TOTAL	\$217,038

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of May, 2014.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: NLF2013 (2171 : 2013 Budget Carryover)

City of De Pere
Non-Lapsing Funds Detail
December 31, 2013

<u>DEPARTMENT</u>	<u>ITEM</u>	<u>AMOUNT</u>	<u>COMMENTS</u>
Police Department	Police-Radio Outlay	\$10,778	Unspent amount of \$171,000 spent from 2011-2013 and carried forward to complete radio replacement program. This project was completed and spent in 2014.
Police Department	Police-Community Policing	\$1,867	This amount represents unspent donations for Crime Prevention program.
Police Department	Police-Training	\$10,578	This amounts represents unspent state grants specific for training.
Fire Department	Fire/Rescue-Ambulance	\$159,000	2013 Budgeted amount remaining to replace ambulance #122. copier lease payment in 2013.
Fire Department	Fire/Rescue-Act 102	\$2,153	This amounts represents unspent state Act 102 grants specific for fire department.
Community Center	Community Center Outlay-Outside Lighting	\$2,500	\$2,500 budgeted in 2012 for LED lighting expected to be completed in 2014.
Historic Preservation	Plaques, Signage & Supplies	\$4,773	Remaining amount from 2013 budget spent in 2014 for plaque purchase & installation, signage and other supplies & approved by Historic Preservation Commission.
Economic Development	Economic Development-Consulting	\$10,500	Amount needed to complete Survey work and City Signage.
GIS Department	GIS-Consulting Project	\$10,905	Unspent amount of 2013 budget carried forward for ArcGIS Online Initiative Project.
GIS Department	GIS-Equipment	\$2,259	Unspent amount of 2013 budget carried forward for mobile GIS hardware.
GIS Department	GIS-Training	\$1,725	Limited Advance ESRI course offerings and scheduling conflicts precluded staff from completing the training in 2013.
	TOTAL	\$ 217,038	

Attachment: NLF2013DETAIL (2171 : 2013 Budget Carryover)

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

MEETING DATE: May 13, 2014

DEPARTMENT: Administration

FROM: Lawrence Delo

SUBJECT: Request to approve RW Management Group Contract Extension for Interim Fire Chief Services *

ATTACHMENTS:

- RW Management Group contract extension memo 05-08-14 (DOCX)

MEMORANDUM

TO: Personnel & Finance Committee

FROM: Larry Delo, City Administrator

DATE: May 8, 2014

SUBJECT: RW Management Group Contract Extension Request

As you are aware, the City has a contract with RW management Group that concludes at the end of June, 2014 to provide interim Fire Chief services to the City of De Pere. The intent of the existing contract was to provide adequate time for the City to complete its evaluation of the Fire Department structure and operations and to recruit and hire a new fire chief. The amount of time required to complete the structural and operational analysis and the ongoing discussion with the City of Green Bay have taken longer than anticipated and the City has not yet determined if we will enter into an agreement with Green Bay that will include administrative services or if we will still need to recruit and hire a new fire chief.

We anticipate the City Council will determine if it is interested in pursuing administrative services from the City of Green Bay in June or July of this year. I am requesting an extension of the RW Management Group contract through December of 2014 to provide interim fire chief services until either a new fire chief is employed or an agreement for administrative services provided by the City of Green Bay is implemented.

The current terms of the contract require the City to pay RW Management Group \$9,000 per month for a minimum of 32 hours per week of services. I am recommending the Personnel & Finance Committee recommend an extension of those terms with additional language that allows for a transitional period that implements a reduction of hours of service and proportional pay leading to a complete termination of services over a specified period of time if the City chooses to implement an agreement for administrative services from the City of Green Bay.

Please let me know if you have any questions regarding this contract extension request.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: May 13, 2014

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Consideration of 2014-2015 Insurance Liability Policy Renewals *

We have been working with our broker, Arthur J. Gallagher & Co. on the City's liability policy renewals for the upcoming year which is in June each year. Listed below are the 2013/2014 expiring premiums, and the 2014/2015 renewal premiums.

Liberty Mutual Expiring Premiums

Policy	2013/2014 Renewal Premiums	2014/2015 Renewal Premiums Liberty Mutual	2014/2015 Renewal Premiums EMC
Workers Compensation	278,659	273,425	262,663
Terrorism Charge - WC		(1,984)	(2,976)
WC premium subject to dividend		271,441	259,687
Est. WC dividend		4% (\$10,858)	20% (\$51,937)
Business Auto	58,489	65,482	61,337
General Liability	45,214	54,580	40,075
General Liability-Line Spur	1,427	3,736	2,533
Law Enforcement Liability	25,556	30,764	18,941
Umbrella	9,253	11,362	13,243
Umbrella Liability-Line Spur	2,552	2,552	2,020
Boiler and Machinery Equipment Breakdown	6,101	6,363	Included in Property Coverage
AJG Fee	-	-	34,206
Total	\$427,251	\$448,264	\$435,018

ACE Expiring Premiums

Policy	2013/2014 Renewal	2014/2015 Renewal	2014/2015 Renewal
---------------	--------------------------	--------------------------	--------------------------

	Premiums	Premiums ACE	Premiums EMC
Public Officials	\$17,701	\$19,118	\$10,251

LGPIF Expiring Premiums

Policy2013/2014 Renewal Premiums2014/2015 Renewal Premiums LGPIF2014/2015 Renewal Premiums EMC			
Commercial Property	41,700	50,690	35,605
Inland Marine	Included in Property Coverage	Included in Property Coverage	6,836
Total	\$41,700	\$50,690	\$42,441

Hudson Insurance Company Expiring Premiums

Policy	2013/2014 Renewal Premiums	2014/2015 Renewal Premiums Hudson Ins. Co.
Railroad Protective Policy	\$750	\$750

Hanover Insurance Company Expiring Premiums

Policy2013/2014 Renewal Premiums2014/2015 Renewal Premiums Hanover Ins. Co.		
Crime Yearly premium is set for 3-year period (2013-2015)	\$1,076	\$1,076

ACE Expiring Premiums

Policy2013/2014 Renewal Premiums2014/2015 Renewal Premiums ACE		
Cyber Liability	\$10,927	\$11,585

Grand Total	\$499,405	\$531,483	\$501,121
Grand Total with Dividends	\$485,564	\$520,625	\$449,184

We went out for bids on all lines of coverage again this year like last year. This year I am recommending changing carriers for the lines of coverage we currently insure through Liberty Mutual, ACE, and LGPIF. Changing to EMC we would save \$28,362 and up to \$71,441 with

the dividends.

Our workers compensation premium is to subject to a dividend program being offered by both Liberty Mutual and EMC. Simply put our workers compensation premium will be reduced after the end of the policy period once the carrier we select declares a dividend. Please keep in mind that dividends cannot be guaranteed but both carriers have always declared a dividend when one was being offered. The dividend being offered by our incumbent carrier, Liberty Mutual, is 4% of their workers compensation premium minus the charge for terrorism coverage, this equates to an estimated **\$10,858 credit**. The dividend being offered by EMC is 20% of their workers compensation premium minus the charge for terrorism coverage, this equates to an estimated **\$51,937 credit**. My recommendation is to move the workers compensation coverage to EMC, which is supported by our broker Arthur J Gallagher & Co.

I contacted other public sector entities that use EMC and all were very pleased with the service they were receiving from them. Our broker, Arthur J. Gallagher, has worked with EMC in the past and agrees that this would be a beneficial move for the City to make.

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

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: May 13, 2014

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Update on Health Insurance Review Team Meetings

At that April 8, 2014 Finance/Personnel Committee meeting I reviewed with the committee how our health plan was trending. As you recall, changes were recommended to the City Council for changes to Medicare eligible insurance, however, no recommendations were made pertaining to general retiree health insurance.

At the meeting, this committee directed the health insurance review team (a team consisting of City employees) to make recommendations to the HR Director to report back to you regarding retiree health insurance (those not eligible for Medicare). You also asked that the City obtain pricing to become fully-insured for our health insurance.

Since April 8th we have had two meetings with the health insurance review team. The team discussed a number of potential cost savings measures to the City's health plan and prefers to look into all items identified before coming back with a recommendation on changes for the retiree health insurance. This includes obtaining pricing to become fully insured.

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

Thank you.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: May 13, 2014

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Consideration of Holidays During Summer Hours *

As you recall, the City will have different hours from Memorial to Labor Day to try and better meet the needs of the community. During that time two holidays are observed, Memorial Day and July 4th. Employees receive 8 hours of paid time off for each holiday.

We discussed with City management how these two holidays should be handled to ensure we are keeping the same office hours during the holiday week, while still ensuring employees are keeping with their regular pay schedule (i.e. 40 hours per week).

Below is what was suggested:

Memorial Day- Memorial Day is always on a Monday and Mondays are either an 8.5 or 9 hour workday. On Memorial Day, employees are only paid for 8 hours. Therefore, during that week employees will need to make up that extra ½ hour or 1 hour of time sometime during that week to keep their total work hours the same.

July 4th-The 4th of July will vary from year to year the day of the week it falls. Some years it will fall (or be observed) on a Monday-Thursday, which will be an 8.5 or 9 hour workday. However, some years, like this year, it will fall (or be observed) on a Friday, which is a shortened work day for employees. Therefore, if employees work 8.5 or 9 hours Monday-Thursday and are paid 8 hours for the 4th of July on the Friday, they would have more than 40 hours of pay that week. We would then need to pay overtime to hourly employees. Therefore, the recommendation is to close earlier the day prior to the 4th of July when it falls (or is observed) on a shortened workday. When it falls (or is observed) Monday - Thursday, employees will need to make up the extra ½ hour or 1 hour.

This would mean that this year City Hall would close at 12:30 p.m. on July 3rd. The Community Center would close at 2:30 p.m. on July 3rd given they stay open later on Fridays.

If you have any questions, please feel free to call me at 339-4045.

Thank you.