



Finance/Personnel Committee

Regular Meeting

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

Agenda

Tuesday, May 10, 2016

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **May 10, 2016 at 7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

Call to Order

1. Roll Call
2. Approval of the minutes of the April 12, 2016 regular meeting of the Finance/Personnel Committee.
3. Police Overtime Report for April 2016
4. Fire Department Overtime and EMS Billing Report for April, 2016.
5. Reserve Class B License Economic Development Grant Application for Birder Studio of Performing Arts. *
6. Consider Construction Change Order for Fire Station 2 Renovation.*
7. Consider Amending §2-3(C) DE PERE MUNICIPAL CODE CREATING A MUNICIPAL BOARD OF ABSENTEE BALLOT CANVASSERS. *
8. Consider request by City IT Administrator to transfer funds from the Capital Projects Fund to relocate fiber optic cable that feeds voice and data services to the MSC. *
9. Discussion on K-9 Fundraising Bank Account at Nicolet Bank
10. Fire Department's Emergency Medical Services Billing Request for Proposal - Information Only.
11. Public Comment and announcements.
12. Future agenda items.
13. 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
Birder Studio of the Performing Arts

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: May 10, 2016

DEPARTMENT: Finance Department

FROM: Jeni Dupont

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

ATTACHMENTS:

- April 12, 2016 DRAFT Minutes (PDF)



Finance/Personnel Committee

Regular Meeting

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

Draft Minutes

Tuesday, April 12, 2016

7:30 PM

De Pere City Hall Council Chambers

Aldersperson Lueck moved, seconded by Aldersperson Rafferty to elect Aldersperson Donovan as Chair Pro Tem. Upon vote motion was approved unanimously.

Call to Order. Aldersperson Donovan, Chair Pro Tem, called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on April 12, 2016 at De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

Also present: City Administrator Lawrence Delo, City Attorney Judith Schmidt-Lehman, Police Chief Derek Beiderwieden, Fire Chief Dennis Rubin, Human Resources Director Shannon Metzler, Parks, Recreation & Forestry Director Marty Kosobucki, IT Administrator Steve Massey, Economic Development & Planning Director Kim Flom, Finance Director Joe Zegers, Video Production Coordinator Kevin Clark and members of the public.

- Approval of the minutes of the March 8, 2016 regular meeting of the Finance/Personnel Committee.

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

- Approval of Police Overtime for March 2016

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

- Fire Department Overtime and EMS Billing Report for March, 2016.

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

Attachment: April 12, 2016 DRAFT Minutes (4676 : Approval of minutes)

5. Reserve Class B License Economic Development Grant Application for Chatterhouse 2016. *

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

6. Approve \$250 donation from the Kress Inn and Bemis Conference Center in support of De PereTV.*

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

7. Approval of Police Purchase of Smart Board for Briefing Room*

Discussion followed the motion with Chief Beiderwieden explaining the purchase of the smart board was not in the budget because money used to purchase the board will be from a Shopko donation and asset forfeiture funds.

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

8. Consider Accepting Shopko Mini Grant for Police Equipment*

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

9. Consideration of Developers Agreement with BBKP, LLC (American 3-Fab). *

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

10. Consider request to purchase a new Fire Rescue Department Ambulance.*

Chief Rubin explained the need for the new ambulance and responded to committee member questions. In the future, when there are multiple bids, the committee asked that a chart/table be put together showing key decision criteria so committee members are able to differentiate between bids and see why the winning bidder was chosen. Upon discussion, Alderperson Rafferty moved, seconded by Alderperson Lueck to approve the

ambulance purchase and allow incremental difference of \$4,998 be taken from the capital project fund.

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

11. Consider Construction Change Orders for Fire Station 2 Renovation.*

Discussion followed the motion with Chief Rubin explaining the reason for the construction change orders. The Chief is recommending approval of items 1, 2, 4 and 5, and noted the additional costs will be covered by the 10% contingency.

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

12. Approve agreement with FMX for Building Maintenance Software. *

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

13. Consider Amendments Regarding Fee Setting in Mobile Food Establishment Ordinance.*

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

14. Consideration of Ordinance Changes Concerning Concealed Knives and Knives in City Buildings.*

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

15. Consider Amending §10-17 De Pere Municipal Code Regarding Designation of Legal Custodians and Public Offices. *

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

16. Consideration of Increasing Video Production Coordinator One Pay Grade due to Increase in Responsibilities *

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

17. Public Comment and announcements.

None.

18. Future agenda items.

None.

19. Adjournment

Upon motion by Alderperson Rafferty, seconded by Alderperson Lueck, the Finance/Personnel Committee unanimously adjourned at 8:00 PM.

Respectfully submitted,
Jennifer Dupont

Attachment: April 12, 2016 DRAFT Minutes (4676 : Approval of minutes)

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: May 10, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Police Overtime Report for April 2016

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

Training OT resulted from required Firearms training at the Sanger B. Powers facility.

April Miscellaneous OT of 15.5 total hours is comprised of 6.5 Patrol 1.5 fraction allotments and 9 hours for background investigation of potential police officer candidate.

The March Reimbursed Miscellaneous OT of 89 total hours is comprised of 20.5 DTF Investigation Hours, 23.5 hours for the OWI Task Force and 45 Hours for a Presidential candidate visit to St Norbert College set up and security. The Presidential candidate's committee was billed for services. Please let me know if you have any questions about this overtime report.

ATTACHMENTS:

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

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

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

Total Overtime Budget: \$133,357.00

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

Percent of Total Budget: 108.74%

NOTES:

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

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

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

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

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

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

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

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

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

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

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

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

OVERTIME BY REASON 2015

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

Total Overtime Budget: \$150,000.00

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

Percent of Total Budget: 81.48%

NOTES:

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

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

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

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

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

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

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

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

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

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

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

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

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

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	42.00	8.00	21.00	29.00									100.00
OFFICER WORKED ON HOLIDAY	8.00	8.00	36.00	4.00									56.00
OFFICER FOR COURT	13.00	10.50	12.00										35.50
OFFICER TRAINING	40.50	42.50	155.75	227.50									466.25
OFFICER RELIEF FOR FUNERAL		7.50		7.50									15.00
OFFICER ATTEND MEETING	14.00	10.00	20.00	14.00									58.00
STAFFING LEVEL	8.00	19.00	34.50	28.50									90.00
INVESTIGATION	39.50	25.50	18.25	49.50									132.75
HONOR GUARD FOR FUNERAL		7.50											7.50
SCHOOL LIAISON REIMBURSED	21.50	20.00	7.00	17.50									66.00
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		12.50											12.50
MISCELLANEOUS	8.00	17.25	46.00	15.50									86.75
MISCELLANEOUS REIMBURSED	76.50	42.00	112.00	89.00									319.50
Gross OFFICER OVERTIME	271.00	230.25	462.50	482.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1445.75
SUBTOTAL REIMBURSED OVERTIME	(98.00)	(74.50)	(119.00)	(106.50)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(398.00)
NET OFFICER OVERTIME	173.00	155.75	343.50	375.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1047.75
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: **\$140,000.00**
Expenditures through 04/26/2016 **\$29,645.00**
Percent of Total Budget: **21.18%**

NOTES:

* Period 01/02/2016 - 01/29/2016
**Period 1/30/2016 - 02/26/2016
***Period 02/27/2016 - 03/25/2016

+Period 3/26/2016 - 4/22/2016
++Period
^Period

#Period
##Period
^^Period

^^^Period
*+Period
*+*Period

Attachment: April 2016 PD OT (4663 : Police Overtime April 2016)

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: May 10, 2016

DEPARTMENT: Fire Department

FROM: Lea Taylor

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

ATTACHMENTS:

- APRIL FIRE OT RPT (PDF)

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

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

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2016

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	124.25	126.00	168.00	126.00									544.25
EMS TRAINING	84.00	86.50	66.25	74.25									311.00
FIRE TRAINING	0.00	368.50	357.25	61.50									787.25
RESCUE CALLS	7.50	7.50	8.00	9.00									32.00
FIRE CALLS	7.25	0.00	0.00	0.00									7.25
MEETINGS	89.00	33.25	29.25	60.75									212.25
STAFFING REP.	0.00	4.50	0.00	132.75									137.25
MAINTENANCE	0.00	0.00	3.00	20.25									23.25
PUB. ED.	9.00	59.25	2.75	7.50									78.50
SPECIAL EVENTS	0.00	0.00	0.00	0.00									0.00
# FIRE RUNS	34.00	31.00	42.00	22.00									129.00
# of EMS RUNS	137.00	115.00	130.00	169.00									551.00
DISPATCH ERRORS	6.00	3.00	11.00	11.00									31.00
TOTAL HRS.	321.00	685.50	634.50	492.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,133.00

Special Events included in Overtime

Total Overtime Budget \$100,000, Expenditures through May 2, 2016 \$33,262, 33%

Attachment: APRIL FIRE OT RPT (4673 : Fire Department Overtime and EMS Billing Report for April, 2016.)

Incident Type Report (Summary)
From 01/01/16 To 04/30/16
Report Printed On: 05/02/2016

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Fire, other (100)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
Building fire (111)	10	1.41%	\$16,000.00	\$4,500.00	\$20,500.00	70.92%
Cooking fire, confined to container (113)	5	0.70%	\$3,100.00	\$5.00	\$3,105.00	10.74%
Fuel burner/boiler malfunction, fire confined (116)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
Fire in mobile home used as fixed residence (121)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
Fire in portable building, fixed location (123)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
Mobile property (vehicle) fire, other (130)	2	0.28%	\$150.00	\$150.00	\$300.00	1.04%
Road freight or transport vehicle fire (132)	2	0.28%	\$5,000.00	\$0.00	\$5,000.00	17.30%
Grass fire (143)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
	24	3.37%	\$24,250.00	\$4,655.00	\$28,905.00	100.00%
2 Overpressure Rupture, Explosion, Overheat(no fire)						
Excessive heat, scorch burns with no ignition (251)	2	0.28%	\$0.00	\$0.00	\$0.00	0.00%
	2	0.28%	\$0.00	\$0.00	\$0.00	0.00%
3 Rescue & Emergency Medical Service Incident						
Rescue, EMS incident, other (300)	4	0.56%	\$0.00	\$0.00	\$0.00	0.00%
Medical assist, assist EMS crew (311)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
EMS call, excluding vehicle accident with injury (321)	517	72.71%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	17	2.39%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with no injuries. (324)	3	0.42%	\$0.00	\$0.00	\$0.00	0.00%
Watercraft rescue (365)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
Rescue or EMS standby (381)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
	544	76.50%	\$0.00	\$0.00	\$0.00	0.00%
4 Hazardous Condition (No Fire)						
Hazardous condition, other (400)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
Gasoline or other flammable liquid spill (411)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide incident (424)	7	0.98%	\$0.00	\$0.00	\$0.00	0.00%
Electrical wiring/equipment problem, other (440)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
Heat from short circuit (wiring), defective/worn (441)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
Breakdown of light ballast (443)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
Power line down (444)	6	0.84%	\$0.00	\$0.00	\$0.00	0.00%
Arcing, shorted electrical equipment (445)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
	19	2.66%	\$0.00	\$0.00	\$0.00	0.00%
5 Service Call						
Service Call, other (500)	4	0.56%	\$0.00	\$0.00	\$0.00	0.00%
Person in distress, other (510)	3	0.42%	\$0.00	\$0.00	\$0.00	0.00%
Lock-out (511)	5	0.70%	\$0.00	\$0.00	\$0.00	0.00%
Smoke or odor removal (531)	4	0.56%	\$0.00	\$0.00	\$0.00	0.00%
Public service (553)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
Assist invalid (554)	7	0.98%	\$0.00	\$0.00	\$0.00	0.00%
Defective elevator, no occupants (555)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
Cover assignment, standby, moveup (571)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
	26	3.64%	\$0.00	\$0.00	\$0.00	0.00%
6 Good Intent Call						
Good intent call, other (600)	8	1.13%	\$0.00	\$0.00	\$0.00	0.00%
Dispatched and cancelled en route (611)	30	4.22%	\$0.00	\$0.00	\$0.00	0.00%
Wrong location (621)	15	2.11%	\$0.00	\$0.00	\$0.00	0.00%
Authorized controlled burning (631)	2	0.28%	\$0.00	\$0.00	\$0.00	0.00%
Smoke scare, odor of smoke (651)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
Steam, vapor, fog or dust thought to be smoke (652)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
HazMat release investigation w/no HazMat (671)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
	58	8.16%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call						
False alarm or false call, other (700)	2	0.28%	\$0.00	\$0.00	\$0.00	0.00%
Municipal alarm system, malicious false alarm (711)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
System malfunction, other (730)	3	0.42%	\$0.00	\$0.00	\$0.00	0.00%
Extinguishing system activation due to malfunction (732)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
Heat detector activation due to malfunction (734)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system sounded due to malfunction (735)	5	0.70%	\$0.00	\$0.00	\$0.00	0.00%
CO detector activation due to malfunction (736)	5	0.70%	\$0.00	\$0.00	\$0.00	0.00%
Sprinkler activation, no fire - unintentional (741)	5	0.70%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation, no fire - unintentional (743)	4	0.56%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	6	0.84%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide detector activation, no CO (746)	3	0.42%	\$0.00	\$0.00	\$0.00	0.00%
	36	5.04%	\$0.00	\$0.00	\$0.00	0.00%
9 Special Incident Type						
Special type of incident, other (900)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
Citizen complaint (911)	1	0.14%	\$0.00	\$0.00	\$0.00	0.00%
	2	0.28%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count:	711			Total Est. Loss:	\$28,905.00	

Attachment: APRIL FIRE OT RPT (4673 : Fire Department Overtime and EMS Billing Report for April, 2016.)

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

MUTUAL AID GIVEN

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
515	ASHWAUBENON	EMS
525	ASHWAUBENON	FIRE
526	ASHWAUBENON	FIRE
555	ASHWAUBENON	EMS
599	ASHWAUBENON	FIRE
632	ASHWAUBENON	EMS
682	ASHWAUBENON	FIRE
703	LAWRENCE	FIRE

MUTUAL AID RECEIVED

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
513	GREEN BAY	FIRE
513	LEDGEVIEW	FIRE
521	ASHWAUBENON	FIRE
521	LAWRENCE	FIRE
521	LEDGEVIEW	FIRE
549	LAWRENCE	FIRE
629	ASHWAUBENON	FIRE
629	BELLEVUE	FIRE
629	COUNTY RESCUE	FIRE
629	LAWRENCE	FIRE
629	LEDGEVIEW	FIRE
688	GREEN BAY	EMS
690	ASHWAUBENON	FIRE
690	BELLEVUE	FIRE
690	LAWRENCE	FIRE
690	LEDGEVIEW	FIRE

APRIL, 2016

***OVERTIME CAUSED BY SICK LEAVE**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
4/3/16	24	36
4/7/16	2	3
4/9/16	22	33
4/18/16	24	36
TOTAL	72	108

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

EMS BILLING MONTHLY BILLING FIGURES

	JAN. '16	FEB. '16	MAR. '16	APR. '16	MAY '16	JUNE '16
CHARGES	94,535	89,639	94,535			
PAYMENTS	51,525	50,957	51,525			
ADJUSTMENTS	34,515	30,457	34,515			
WRITE OFFS	8,542	50,513	8,542			

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

Payments to EMS	
Jan. 2016	4,307
Feb. 2016	3,986
March 2016	4,270
April 2016	
May 2016	
June 2016	
July 2016	
Aug. 2016	
Sept. 2016	
Oct. 2016	
Nov. 2016	
Dec. 2016	
Total Paid	\$12,564

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: May 10, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Reserve Class B License Economic Development Grant Application
for Birder Studio of Performing Arts. *

ATTACHMENTS:

- Economic Development Grant Application (PDF)
- Ord Reserve Class B Econ Dev Grant (DOCX)

CITY OF DE PERE

**RESERVE CLASS B LICENSE
ECONOMIC DEVELOPMENT
GRANT APPLICATION**

INSTRUCTIONS: The City of De Pere offers an Economic Development grant of up to \$10,000 for Reserve “Class B” liquor licenses. Please fully complete the questionnaire below, using additional sheets of paper as necessary. **The City of De Pere must determine that your new business will provide an economic benefit to the City of De Pere in order to consider awarding you this grant.** Therefore, you should provide any and all information you can provide to support your request.

Name of Licensee:
Birder Studio of Performing Arts

Name of Licensed Establishment:
Broadway Theatre

Date of Grant Application:
4/29/16

Date Reserve Class “B” License Granted:

ECONOMIC IMPACT INFORMATION

1. Please provide specific information on how you will use the grant funds to create jobs and foster the economic development of the City of De Pere, including listing the number of jobs you will create now and an estimate of the number of jobs you to hope to create in the future.

By establishing Broadway Theatre as a versatile venue for musical productions, concerts, special events and rentals this enhances the arts community and the arts economy for the City of DePere. Beyond the benefits that art education provides to the youth enrolled in the education programming, communities thrive and grow through investment in the arts. The arts strengthen the economy and are good for local merchants. Attendees at Wisconsin’s nonprofit arts events spend \$19.06 per person, prevent, beyond the cost of admission on items such as meals, parking, and babysitters. (Cohen, Americans for the Arts, Mar 2014). The goal to instill an appreciation and love for the arts, not only among participants, but also in the patrons that attend a production. With the open possibilities to add performance dates, control box office ticketing and partnerships with other area non-profit business, BSOPA can introduce musical theatre to new audiences that may not have attended in the past. According to the University of Pennsylvania study high concentration of the arts and local patronage leads to higher civic engagement, more social cohesion, higher child welfare and lower crime and poverty rates.

2. Please provide specific information as to all building improvements made or anticipated to be made to the licensed premises, including the cost of the improvements. Please include cost estimates for the improvement work.

Prior to Birder Studio of Performing Arts leasing the facility at 123 S. Broadway, there were several building improvements and restoration projects that were completed. Since leasing the building, Birder Studio is working to design and install signage that should be completed by summer 2016 and estimated cost is \$2500 and has begun adding a wiring cable system for theatre lighting with the estimated cost of \$2400. Over the next year Birder Studio will be continue to purchase equipment to outfit the space as a performance hall including stage/audience dressings, auditorium chairs, sound equipment (booth, board, microphones), lighting equipment (lights, control cables, control board), ticketing system and ticket and concessions stand. While this equipment will not be permanent fixtures to the building, they are integral elements that are needed to ensure that the space can be properly equipped for upcoming productions, concerts, community workshops and more.

3. How much of the investment identified in #2 above would you have put into the property if the Reserve Class B license was not issued to you? Please fully explain your reasons why.

All improvements and equipment purchases would still be made if the Reserve Class B license was not issued to Birder Studio. These purchases and improvements are necessary to the success of the space being used a theatre for our Studio and Birder Player productions. However, the Reserve Class B license opens up the opportunity for the Broadway Theatre to be used as a community venue for concerts, rentals, additional shows and more. By obtaining the Reserve Class B license the costs of opening up the theatre for year round use is offset by the Reserve Class B license.

4. Please provide a copy of your business plan. Also, list below your growth projections over the next five (5) years.

Birder Studio of Performing Arts has launched a three-year project campaign that is raising money for the equipment of Broadway Theatre and to continue building our outreach programming. Attached you will find the document focusing on this plan. Additionally, Birder Studio will continue to host events, concerts, productions, etc. at Broadway Theatre, with the focus to bring quality arts performances to the DePere community.

- 5 Please list any other information you believe may be important to the City of De Pere in making its grant determination.

Signed: Peggy Meyer
Date: 5/2/16

Please note: This Application, once completed will be referred to the Finance/Personnel Committee for their review. The Committee's recommendation will then be forwarded to the Common Council.

H:\jdupont\FORMS\2012\Class B Liquor License Econ Develop Grant App-revised 6-26-12.docx

Birder Studio of Performing Arts

Act One Capital Campaign

Mission Statement: Birder Studio of Performing Arts is a non-profit performing arts studio established to create an artistic educational program for students of all ages and levels in the performing arts while instilling confidence, creativity and discipline while working towards a common goal.

Who we are: The history of Birder Studio of Performing Arts (BSOPA) began in 1986 when the need for performing arts education became apparent and the first television-acting workshop for children and adults was offered in Green Bay, WI. Over three decades BSOPA has offered workshops and classes in acting, voice, piano, dance and performance. In 2010 BSOPA was established as a 501©3 with the intent to make arts education accessible and affordable to all children in the Greater Green Bay Area. With the mission to educate, inspire, create, and achieve, BSOPA offers annual educational artistic programming for students of all ages and levels instilling confidence, creativity and discipline. In addition to traditional classes and recitals offered during the school year, BSOPA produces 5 student productions and offers a variety of summer camps that provide an engaging child-care.

BSOPA believes that every child should have the opportunity to take arts education classes and therefore a scholarship fund has been established offering both need and talent based scholarships. In 2015, 10% of the student body received scholarships. In order to maintain and grow scholarship funding a professional troupe of adult actors, Birder Players, was created. Each year Birder Players offers musical productions and cabaret performances, where all proceeds from ticket sales and donations go toward the scholarship fund.

Project Summary: In December 2015, Birder Studio of Performing Arts began the expansion of operations with a new, raw theatre space in downtown East DePere, The Broadway Theatre. The use of this space for performances, workshops, classes and community programming will advance the educational opportunities offered by Birder Studio. With the expansion of space and new community programming Birder Studio has launched a 3-year capital campaign: Act One to raise \$600,000. This project will raise funds to enhance the studio's ability to provide viable performing arts classes and performances to citizens of the DePere and the greater Green Bay Community.

Additionally, BSOPA has launched a community outreach initiative with the intention of expanding the offerings of arts education to even more youth and families in the Greater Green Bay Area. As part of this initiative BSOPA is working with the YMCA 21C after school program. In spring of 2016 BSOPA will pilot a 6 week onsite performing arts workshop that will culminate with a performance presentation. BSOPA will also offer matinee shows of the student productions for the YMCA sites. As this outreach program develops, BSOPA will work with the parents and student participants that express interest in continuing in the year round classes offered at Birder Studio.

BSOPA is also working to establish a partnership with Big Brothers Big Sisters of Northeastern Wisconsin to offer studio productions at a reduced fee for BBBS matches.

Statement of community need & opportunity: Research shows a direct correlation between arts education and student achievement and success. In 2002, the Arts Education Partnership published Critical Links: Learning in the Arts and Student Achievement and Social Development. These findings identified six major types of benefits associated with study of the arts and student achievement, they are: reading & language skills, mathematics skills, thinking skills, social skills, motivation to learn and positive school environment. BSOPAs dedication to providing quality performing arts education will continue to provide lifelong benefits to the student participants.

Since 2010 BSOPA has maintained steady enrollment in afterschool and summer programming, with 140 students enrolled in the 2015-16 season and another 170 enrolled in the 2015 summer camps. Classes are held at the DePere studio location but without the addition of a theatre, BSOPA has needed to rent performance space for studio productions. Annual rental costs totaled \$30,000 and provided limited flexibility in scheduling performance dates. This prohibitive cost and restricted schedule has limited BSOPAs ability to establish a community outreach program and continued growth in student enrollment.

The need for quality arts education is outlined in the 2011 Brown County Life Study. Community members rated various aspects of arts and cultural opportunities in Brown County and found 47% rated opportunities for youth as good or excellent and only 43% gave a good or excellent rating for affordable opportunities. Furthermore, according to the WI Department of Public Instruction, less that 20% of K-12 students in Green Bay and DePere participate in extracurricular music programs. It is the goal of BSOPA to provide access to affordable, quality arts education to youth in Brown County through community outreach initiatives and partnerships.

In December 2015, BSOPA had the opportunity to lease an open theatre space that allows for expanded programming and flexibility. Located downtown DePere, this historic building was once home to the Majestic Theatre, and now 90 years later BSOPA will be able to transform this space back into a performing arts theatre. By eliminating the need to rent performance space and opening up scheduling flexibility, BSOPA will have the freedom to extend the run of shows, add additional performances or recitals, and host community workshops and events.

Community Benefit: Beyond the benefits that art education provides to the youth enrolled in the program, communities thrive and grow through investment in the arts. The arts strengthen the economy and are good for local merchants. Attendees at Wisconsin's nonprofit arts events spend \$19.06 per person, prevent, beyond the cost of admission on items such as meals, parking, and babysitters. (Cohen, Americans for the Arts, Mar 2014). The goal to instill an appreciation and love for the arts, not only among participants, but also in the patrons that attend a production. With the open possibilities to add performance dates, control box office ticketing and partnerships with other area non-profit business, BSOPA can introduce musical theatre to new audiences that may not have attended in the past. According to the University of Pennsylvania study high concentration of the arts and local patronage leads to higher civic engagement, more social cohesion, higher child welfare and lower crime and poverty rates.

Measures: The primary objective for BSOPA is to provide high quality performing arts entertainment at an affordable cost to the greater Green Bay community. Also providing an opportunity for youth to be involved in the total creative process of the studio productions as actors, stage managers, technicians, crewmembers and more. While the intrinsic appreciation for the arts can be difficult to measure, BSOPA will be able to know if the program is successful by the percentage of seats sold and attended for each production.

At the same time as BSOPA expands to a new theatre space, manages ticket sales and schedules productions, the new outreach initiative will engage even more young people by providing arts education directly to the identified at-risk students. By bringing the workshop directly to the students it gives an opportunity for children to try performing arts, without a large time or financial commitment. And for the students who find their spark, BSOPA can provide them with additional classes and scholarships if needed to continue their arts education at BSOPA.

2016 Projected Outcomes:

1. While the primary objective for BSOPA is to provide high quality performing arts entertainment at an affordable cost to the greater Green Bay community, it is important to measure the general community participation. By tracking ticket sales, patron information and referral sources, BSOPA is able to determine if the public is engaged in attending the scheduled performances. ***80% of all available ticket sales will be sold at the end of the 2016 BSOPA season, which is tracked through the box office software.***
2. BSOPA believes that the success of our programming and productions rely greatly in the participation of parent and student volunteers. Along with the objective to provide high quality performing arts entertainment, BSOPA will extend opportunities for community members to become involved by creating a strong volunteer base and viable volunteer openings. ***Working together with St. Norbert College, UWGB and other community volunteer agencies, BSOPA will establish a community volunteer base that will dedicate 15 hours per semester per person to studio activities.*** BSOPA will also continue to offer student assistant positions to 5 middle school or high school students.
3. Finally, BSOPAs objective to offer high quality arts education to all youth in Brown County aligns with the recent outreach initiative. By targeting students in the YMCA 21C afterschool program, BSOPA provides a chance for students to engage and participate in performing arts. ***In 2016, 10% of participants in the afterschool outreach workshops will enroll in classes or summer camps at BSOPA.*** Working closely together, BSOPA teachers and YMCA staff can identify interested students and work directly with parents to walk through the scholarship and enrollment process. These students will have the opportunity to further their arts education and fully benefit as a program participant.

De Pere Municipal Code §7-2(f) *Grants for certain reserve "Class B" intoxicating liquor licenses.*

- (1) *Definition.* Reserve "Class B" license shall have the meaning defined in Wis. Stats. § 125.51(4)(a)4.
- (2) *Findings and purpose.* The common council finds that businesses such as restaurants, hotels, and taverns make important contributions to the city's economy. These establishments serve important public purposes, including increasing the city's property tax base, providing employment, and promoting tourism. Excessive license fees deter new business and are contrary to the above stated public purposes. Wisconsin Act [27](#) of 1997 imposes upon municipalities the duty to establish a minimum issuance fee of \$10,000.00 for each reserve "Class B" liquor license issued. Since the new issuance fee far exceeds the actual cost of licensing the activity, additional revenue will be available to the city. It is the purpose of this section to utilize revenue generated by Wisconsin Act [27](#) to assist new reserve "Class B" licensees achieve the important public purposes identified herein.
- (3) *Grants.* Following the issuance of an original reserve "Class B" liquor license, and upon application, the common council may provide a grant to the licensee in an amount not to exceed the amount actually paid by the licensee to the city for issuance of the new reserve "Class B" liquor license, less that amount attributable to the reserve "Class B" liquor license. Prior to awarding any grant hereunder, the common council shall make such findings and establish such conditions to ensure that any funds awarded hereunder further the important public purposes identified herein.

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

MEETING DATE: May 10, 2016

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Consider Construction Change Order for Fire Station 2 Renovation.*

ATTACHMENTS:

- STATION 2 CHANGE ORDER (PDF)
- STATION 2 BUDGET (PDF)

City of De Pere Fire Department

Memo

To: Honorable Mayor Walsh
Members of the Finance and Personnel Committee

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

Date: April 25, 2016

Subject: Fire Station 2 Renovation – Construction Change Order

The Fire Department is requesting permission to move forward with one (1) construction change order for materials and workmanship needed to complete the renovation at Fire Station 2, located at 1180 Grant Street (West Side). The requested change order is listed below:

The architectural firm (SEH, Inc.) and construction company (RJM) have identified the need to add self-leveling cement slabs to the two (2) upstairs toilet rooms. The existing concrete floor topping in the new shower stalls cannot be ground down due to the discovery of electrical conduits within this topping. In order to get a properly pitched floor within these two (2) shower stalls, the best solution is to raise the concrete slabs ½" to 1". The toilet rooms in question are Toilet Rooms 105 and 107 and are both Unisex. The cost of the change order is Not To Exceed \$2,645.00 total. There will be no additional charge for the basement shower.

This essential change order is needed to properly complete the renovation work and to ensure that this facility is able to serve the City of De Pere citizens and visitors now and decades into the future. It is our belief that this project will be completed within the prescribed time (4-months) and within or under budget. In the initial project budget estimate, 15% was identified as the contingency for potential change orders. If the City Council approves this change order at \$2,645, the total change order costs will just below 10% of the overall construction fee.

Thank you for your consideration of this request. We respectfully urge the Finance and Personnel Committee to approve this request and forward it for final approval by the City of De Pere Common Council.

Attachment: RJM Construction Change Order

Attachment: STATION 2 CHANGE ORDER (4672 : Consider Construction Change Order for Fire Station 2 Renovation.*)



A Commitment to Excellence!

Project Name: DePere Fire Station 2	Project No.	Date: 4/21/16
Street: 1180 Grant St	City: DePere	State WI

Men's bathroom

- Grind concrete, tape off & prime for self --leveling cement
- Pour self leveling cement
- Self leveling material & bonding agent N-T-E

Total men's

\$1,322.50

Women's bathroom

- Grind concrete, tape off & prime for self --leveling cement
- Pour self leveling cement
- Self leveling material & bonding agent N-T-E

Total women's

\$1,322.50

Includes:

- Labor to grind, prep & prime for self leveling cement in restroom area outside of shower.
- Material to cover 1" deep. Credit available for thinner pour if applicable.

Does not include:

- Lower level shower

Respectfully submitted,
Ryan Minschmidt

Ryan J. Minschmidt

| President | RJM Construction LLC

Total Cost \$ 2,645.00 (NOT
NO AIA MARK-UP \$0 EXC)

Total
Change
Order

\$ 2,645.00

601 W FOREST STREET • BLACK CREEK WI • 54106
PHONE: (920) 984-3103 • FAX: (920) 984-1193

Dennis L. Puh
4/25/16

Attachment: STATION 2 CHANGE ORDER (4672 : Consider Construction Change Order for Fire Station 2 Renovation.*)

**FIRE STATION #2 - 1180 GRANT STREET
RENOVATION PROJECT
ACCOUNT #415-50000-802**

PROJECT STARTING BUDGET CIP FY '16		ACTUAL & ESTIMATED	BUDGET
PAYMENT DESCRIPTION			500,000
1.	Provide Fiber Optic cable	A	39,950
2.	Architectural design fees	A	32,680
3.	Construction costs	A	261,950
4.	Asbestos Abatement (testing & removal)	E	2,000
5.	Commercial Appliances	A	13,180
6.	Extraction washer (machine for firefighting gear w/installation)	E	12,000
7.	Technology, furnishings and household goods	E	20,000
8.	Apparatus room painting and floor sealed (replaced 1 door)	A	15,613
9.	Misc. items (dumpsters, storage shed rental, etc.)	E	5,000
10.	Fire Rescue radio equipment; removal, updates & installation	A	23,095
11.	Turn-out gear lockers and clothing lockers	A	12,222
12.	Outside lighting improvements	A	4,375
13.	Foyer & office space floor covering	A	3,151
14.	Recommended Change Orders	A	25,570
15.	Cabinetry throughout building	A	3,351

TOTAL: \$474,137

REMAINING BALANCE AS OF 5/5/16: \$25,863

Legend:

A = Actual Price

E = Estimated Price

* Rear parking lot improvements - \$29,603

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: May 10, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Consider Amending §2-3(C) DE PERE MUNICIPAL CODE
CREATING A MUNICIPAL BOARD OF ABSENTEE BALLOT
CANVASSERS. *

ATTACHMENTS:

- memo to finance re central count ordinance (DOCX)
- Ord16-XX Bd of Absentee Ballot Canvassers (DOCX)
- PROCEDURES FOR THE CENTRAL COUNT CITY OF DE PERE (PDF)

CITY OF DE PERE**MEMO**

DATE: May 2, 2016

TO: Members of the Finance Committee, Common Council

FROM: Shana Ledvina, Clerk-Treasurer

RE: Ordinance authorizing use of a Central Count for processing Absentee Ballots

I respectfully request authorization from the Finance Committee and the Common Council to implement the use of a Central Count location for processing absentee ballots for upcoming elections in the City of De Pere. The larger municipalities in Brown County (City of Green Bay, Villages of Howard, Suamico, Bellevue, and Ashwaubenon) along with the Brown County Clerk's Office have collaborated to set up this alternative method to processing absentee ballots.

Currently, each of the City's four polling locations process absentee ballots on Election Day. Factors contributing to the need to process absentee ballots away from the polling places in the City:

- In 2012, 41% of ballots cast in the Presidential Election were absentee ballots (5,521). In 2008, 40% of ballots cast in the Presidential Election were absentee ballots (5,222). It is assumed that the percentage of voters casting absentee ballots will increase in 2016.
- The new voting equipment (DS-200) processes ballots much slower than the old equipment; the new equipment takes images of the front and back sides of every ballot that is fed into the machine. We experienced lines of in-person voters waiting to feed ballots into the DS-200 machines at the Presidential Preference Election on April 5, 2016 and at the General Election in November of 2014 and absentee ballot processing occurred at some polling locations after the polls closed at 8:00 p.m.
- We have not yet used the DS-200 machines for a Presidential Election. Processing absentee ballots and allowing in-person voters to cast their ballots at the same time leaves poll workers with no choice but to wait until after the polls close to process absentee ballots, which will result in delayed election reporting on Election Night. I do not believe it will be possible to process absentee ballots in a timely manner at the polling places during the upcoming Presidential Election without the Central Count.

The only additional costs that I anticipate the City of De Pere will incur with the Central Count is the programming cost of the extra election drives required to read ballots at City Hall (approximately \$200 per Election). Poll workers who would normally be at the polling locations processing absentees will be relocated to City Hall on Election Day to the Central Count location. We will utilize our back up DS-200 and an additional DS-200, loaned from Brown County, to process the ballots.

Attachment: memo to finance re central count ordinance (4674 : absentee ballot canvass board)

Upon approval of the Central Count Board and the additional expenditure for programming by the Finance Committee and the Common Council, the ordinance and attached Central Count Plan will be submitted to the State Government Accountability Board for final approval.

If you have any questions, please contact Carey Danen or Joe Zegers at 920-339-4050 as I will be out of the office May 6 – May 13.

Thank you.

Attachment: memo to finance re central count ordinance (4674 : absentee ballot canvass board)

ORDINANCE #16- XX

ADOPTING §2-3(C) DE PERE MUNICIPAL CODE CREATING A
MUNICIPAL BOARD OF ABSENTEE BALLOT CANVASSERS

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DO ORDAIN AS
FOLLOWS:

SECTION 1: §2-3(c), *Municipal Board of Absentee Canvassers*, is hereby created to read as follows:

(c) *Municipal Board of Absentee Canvassers.*

1. The Municipal Board of Absentee Canvassers shall be composed of the Municipal Clerk-Treasurer, or a qualified elector of the City designated by the Clerk-Treasurer, and two (2) other qualified electors of the City appointed by the Clerk-Treasurer for a term of two (2) years commencing on January 1 of each odd-numbered year. The initial terms of appointment shall expire on January 1, 2017 unless re-appointed.
2. Pursuant to Wis. Stats. §7.52(1)(b), the Clerk-Treasurer may appoint additional inspectors to assist the absentee ballot board of canvassers in canvassing absentee ballots under this section.
3. The Common Council, in lieu of canvassing absentee ballots at polling places, hereby provides for the canvassing of absentee ballots by the municipal board of absentee ballot canvassers, which shall canvass all absentee ballots at all elections held in the City pursuant to procedures established by the state division governing elections.
4. The Clerk-Treasurer shall give at least forty-eight (48) hours' notice of any meeting of the board of absentee canvassers under this section.
5. The Clerk-Treasurer, no later than the closing hour of the polls, shall post at the Clerk-Treasurer's office and on the Internet at a site announced by the Clerk-Treasurer before the poll opens, and shall make available to any person upon request, a statement of the number of absentee ballots that the Clerk-Treasurer has mailed or transmitted to electors and that have been returned by the closing hour on election day.

SECTION 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

SECTION 3: This ordinance shall take effect on and after passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of May, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: _____

Publication Date: _____

Effective Date: _____

Attachment: Ord16-XX Bd of Absentee Ballot Canvassers (4674 : absentee ballot canvass board)

**PROCEDURES FOR THE
CENTRAL COUNT
OF ABSENTEE BALLOTS
CITY OF DE PERE, WI**

Shana D. Ledvina, Clerk-Treasurer
City of De Pere
920-339-4050
sledvina@mail.de-pere.org

Attachment: PROCEDURES FOR THE CENTRAL COUNT CITY OF DE PERE (4674 : absentee ballot canvass board)

Date: May 18, 2016

CHECK LIST AND PROCEDURES FOR CANVASSING OF ABSENTEE BALLOTS BY THE MUNICIPAL BOARD OF ABSENTEE BALLOT CANVASSERS IN THE CITY OF DE PERE

CITY CLERK-TREASURER'S DUTIES

1. Shall give at least 48 hours' notice of the meeting of the Board of Absentee Ballot Canvassers under s.7.52, Wis. Stats. Notice to be posted on door where absentee ballot canvassing is to take place.
2. Determines if additional inspectors should be appointed to assist the Board of Absentee Ballot Canvassers. The total number of additional inspectors and the Board of Absentee Ballot Canvassers must be an odd number. Oath of office is given to all members if not done before hand.
3. Sends to each polling district a log of all absentee ballots for that district.
4. Brings absentee ballots to location of Board of Absentee Ballot Canvassers.
5. Places on Internet and posts in office the number of absentee ballots issued and the number returned prior to 8:00 p.m.

SUPPLIES

- 2 duplicate copies of the absentee log printed from the WisVote system and supplemental poll list for each reporting unit
- Large ballot envelopes/bags/containers prepared with Chain of Custody and Certificate signed by the Board (one per reporting unit)
- Inspectors' Statements (EB-104) (one per reporting unit)
- Addition to Inspectors' Statements (EB-104-A) (one per reporting unit)
- Large envelope/container for Used Certificate Envelopes (EB-103) (one per reporting unit)
- Large envelope/container for Rejected Absentee Ballot Envelopes (EB-102) (one per reporting unit)
- Large enveloped labeled "Original Ballots that were Duplicated" (one per reporting unit)
- Provisional Certificate Envelopes (EB-123) (one per reporting unit)
- Provisional Ballot Carrier Envelopes (EB-108) (one per reporting unit)
- Write-in tally forms (one per reporting unit)

Attachment: PROCEDURES FOR THE CENTRAL COUNT CITY OF DE PERE (4674 : absentee ballot canvass board)

- Number sheets (one set per reporting unit)
- Election Day Manual for reference
- Red pens for marking poll lists
- Ballots for remaking voted ballots if necessary
- Blue pens for remaking ballots
- Challenge documentation for reference
- List of Proof of Residence Documentation (can also be found in Election Day Manual)

SUGGESTIONS FOR CONVENING THE BOARD

The Board of Absentee Ballot Canvassers should be convened at such a time to enable them to “close the polls” and tabulate the votes at 8:00 p.m. on Election Day. State law indicates that the Board must convene between 7:00 a.m. and 10:00 p.m. The Board of Absentee Ballot Canvassers must also tally the write-in votes and report them on a duplicate write-in form per reporting unit. Ballots must be placed in ballot bags and signed by the Board of Absentee Ballot Canvassers. Depending upon the number of absentee ballots and the number of poll worker assistants, the Board should convene closer to the 8:00 p.m. time frame, anytime between 1:00 p.m. and 7:00 p.m.

PROCEDURES FOR PROCESSING BALLOTS (TAKEN FROM THE ELECTION DAY MANUAL)

1. Open container of absentee ballots.
2. Ballots sorted by districts and alphabetically.
3. Remove one Absentee Certificate Envelope (EB-122) and announce the elector’s name.
4. Carefully review the certificate envelope to determine that:
 - a. Envelope is not open.
 - b. Envelope has not been opened and then resealed.
 - c. Signature of the elector appears on the certificate.
 - d. Address of the voter is on the certificate and the address is within the municipality.
 - e. Certificate contains the signature and address of one witness who is an adult US Citizen.
5. If the certificate envelope is found to be **insufficient**:
 - a. Do not open the envelope.

- b. Mark the envelope “**Rejected ballot # __**” (beginning with “1” for each ward). Write the reason for the rejection on the envelope and on the Inspectors’ Statement.
- c. Do not issue the elector a voter number.
- d. List the elector’s name, identifying serial number of the rejected ballot and the reasons for rejection on the Inspectors’ Statement (EB-104). *Use one Inspectors’ Statement (EB-104) for each Reporting Unit.*
- e. Place the unopened certificate envelope in the Certificate of Rejected Absentee Ballots (EB-102) brown carrier envelope (one envelope for Reporting unit).

6. If the certificate is found to be **sufficient**, carefully remove the ballot from the certificate envelope. Upon accepting each absentee ballot, the Board of Absentee Ballot Canvassers shall mark in red the voter tally # on the back of the ballot and on the pre-printed poll list next to the name of the elector, along with the indication the voter cast an absentee ballot (AB), beginning with the number 1. If the elector’s name does not appear on the pre-printed poll list, the Board of Absentee Ballot Canvassers shall enter the name and voter number on the supplemental poll list.

7. Examine the ballots to ensure that:

- a. Only one ballot is enclosed.
- b. That the ballots contain the initials of the issuing Clerk or Deputy Clerk. (Ballot is not rejected if initials of issuing Clerk or Deputy Clerk are not present. Notation should be made on the Inspectors’ Statement).

8. Place the ballots in the tabulating device (***See also alternate method of tabulating ballots**). If ballots are rejected by the tabulator, poll workers should attempt to determine voter intent and remake the ballot if necessary using the procedure for remaking ballots. Duplicated ballots should be initialed by two members of the Absentee Board of Canvassers. Remade ballots must be documented on the “Original Ballots that were Duplicated Envelope” and the “Addition to Inspectors Statement”. If voter intent cannot be determined, ballot should be tabulated using the override key. The tabulator will increment voter number by one and any vote that can be counted will be counted.

9. Place the used certificate envelope in the Used Certificate Envelopes of Absentee Electors (EB-103) white carrier envelope. Rejected absentee ballots and used certificate envelopes are not required to be maintained by reporting unit. Rejected absentee ballots may be placed in a single Rejected Absentee Ballot (EB-102) envelope or container. Used certificate envelopes may be placed in a single Used Certificate envelope or container.

10. All absentee ballots must be taken to the polling location prior to 8:00 p.m. to be placed in the tabulator. At 8:00 p.m. the polls are officially closed and no additional absentee ballots shall be accepted. Totals are printed and write-ins counted on 2 duplicate write-in forms. The totals of the absentee ballots will be transmitted to the County Clerk.

Handling Absentee Ballots when Proof of Residence is Required

If the voter list and the Absentee Certificate Envelope have the notation from the Municipal Clerk "ID required", the inspectors first check to see if the voter included the required identifying document showing Proof of Residence in the certificate envelope if the envelope is sufficient as determined by #4 above, Procedures for Processing Ballots.

Procedure:

1. Open the Absentee Certificate Envelope to check if proof of residence is included in the envelope. (For an absentee voter, a copy of any of the documentation listed in the Election Day Manual is sufficient proof of residence).

2. If the required proof of residence is in the envelope, the election inspectors continue to process the absentee ballot following the procedures above. Record on poll list type of document provided.

If the required proof is NOT in the envelope, the absentee ballot is considered a **provisional ballot**. Continue with the procedure below.

3. Make a notation on the voter registration list indicating that the voter did not provide the required proof of residence and issue a provisional voter number for the voter: "PV#___(PR)" (beginning with '1').

4. Remove the ballot from the envelope and mark the back of the ballot with the PV# and "Section 6.97". Place the ballot back inside the Absentee Certificate Envelope.

5. Write the PV# and "Section 6.97" on the outside of the Absentee Certificate Envelope.

6. Place the Absentee Certificate Envelope bearing the PV# and "Section 6.97" on the outside of the Provisional Certificate Envelope (EB-123). You do not have to fill in the rest of the EB 123. Seal the envelope, and place inside the Provisional Ballot Carrier Envelope (EB-108).

Challenging Absentee Ballots

An absentee ballot may be challenged in the same manner as it would be challenged at the polling place.

Any qualified elector may challenge an absentee ballot.

The Board of Absentee Ballot Canvassers shall challenge an absentee ballot cast by an elector whose name appears on the ineligible voter list. Procedures are set forth the Election Day Manual and using the EB-104-C to document the challenge.

Frequently Asked Questions

Note the "Frequently Asked Questions" under the "Handling Absentee Electors" in the Election Day Manual for additional information on the handling of absentee ballots.

Completing and Delivering of Forms *(Use if Alternate method of processing is not used.)*

Municipalities utilizing an optical scan voting system shall use two machine printouts as tally sheets. However, write-in votes must be recorded on duplicate original Write-in forms (EB-105), which are signed by the Board of Absentee Ballot Canvassers. The ballots and materials shall be delivered to the County Clerk with all other materials and ballots, and after completing, recording and securing the required forms. As at the polls, all ballots must be secured in a ballot bag with the signatures of the Municipal Board of Absentee Ballot Canvassers.

Return of Absentee Ballots on day of election by electors

Voters attempting to return Absentee Ballots to a polling place other than the place designated for central count should be advised to return the ballot to the central count location. Ballots must be returned no later than 8:00 p.m. the day of the election except absentee ballots sent to Military electors which follow time lines set out in 6.22 of the Wisconsin Statutes.

****Alternate method of tabulation to be used when tabulator cannot be used at central count location.***

1. Ballots are to be placed in a Ballot Container Envelope or box and sealed for transportation to the polls by members of the Board of Absentee Ballot Canvassers. The ballot container shall have a Ballot Container Certificate containing the names of the Board of Absentee Ballot Canvassers, the number of absentee ballots for each district and chain of custody form.

2. Two Board members and/or election inspectors shall turn over the ballots to the Chief Inspector of the polling site. The Chief Inspector shall sign the attached chain of custody form noting the time of delivery along with two poll workers. This form shall be placed with the Inspectors' Statement.

3. The Board members may observe the tabulating of absentee ballots by the poll workers. The poll workers should announce the tabulating of absentee ballots when placing them in the tabulator.

4. Chief Inspectors should note that their count between ballots process and voting number used will have to be incremented by the number of absentee ballots tabulated. The number of absentee ballots can be found on the "Addition to the Inspectors' Statement". Ballots processed by the tabulator should equal voter numbers used plus the number of absentee ballots tabulated. If absentee ballots are rejected by the tabulator, poll workers should attempt to determine voter intent and remake the ballot if necessary using the process for remaking ballots.

ADDITION TO INSPECTORS' STATEMENT (EB 104-A) FROM THE MUNICIPAL BOARD OF ABSENTEE BALLOT CANVASSERS

We, the undersigned members of the Municipal Board of Absentee Ballot Canvassers, hereby certify that the following is a true and correct statement for the election on _____ held in District _____ wards _____ of the City of De Pere, Brown County, State of Wisconsin.

The Municipal Board of Absentee Ballot Canvassers reports the following for District _____ wards _____:

Processed _____ Absentee ballots

Rejected _____ Absentee ballots

Delivered _____ Absentee ballots for tabulation to District _____ Election Inspectors.

Municipal Board of Absentee Ballot Canvassers

City Clerk-Treasurer / Deputy Clerk-Treasurer

Incidents log (See Inspectors' (EB-104) statement)

Quick Reference

Rejected Absentee Ballots – Absentee ballots are rejected if:

- RO The certificate envelope is open or appears to have been opened and resealed.
- RS The elector did not sign the certificate envelope.
- RW There is no signature of a witness.
- RD The inspectors have reliable proof that the elector has died before Election Day.
- RB Elector has voted more than one ballot of the same type.
- RV Elector has already voted in this election.

Procedure for Completing Inspectors' Statement

1. List voter's name and reason ballot was rejected.
2. Indicate the reason for rejection on the certificate envelope.
3. Mark the certificate envelope "rejected # (serial number)."
4. Place the envelope containing the ballot in the Rejected Absentee Ballot envelope.
5. The elector's name is not entered on the poll list.
6. Do not count the ballot.

EB104-A

**Attach this form to the EB 104 Inspectors' Statement*

**BALLOT CONTAINER CERTIFICATE
FOR ABSENTEE BALLOTS PROCESSED BY THE
BOARD OF ABSENTEE BALLOT CANVASSERS
DISTRICT _____ WARDS _____**

CITY OF DE PERE

We, the undersigned members of the Municipal Board of Absentee Ballot Canvassers of the City of De Pere, Brown County, State of Wisconsin certify that we placed the absentee ballots and other election records pertaining to the _____ **Election** into this carrier Ballot bag or container for transportation to the District indicated. The ballots are to be tabulated at the District.

Municipal Board of Absentee Ballot Canvassers

Village Clerk-Treasurer

Dated this _____ day of _____.

This container sealed by the Municipal Board of Absentee Ballot Canvassers at the City of De Pere City Hall, 335 S Broadway St, De Pere WI 54115, and delivered to the polling place for the District indicated.

Chain of Custody Certification

We certify that we received this container sealed from the Municipal Board of Canvassers and delivered it to the District Polling Place indicated.

Sealed Container received at District _____ by:

Chief Inspector

Election Inspectors

Delivered and received this _____ day of _____.
Time received: _____ a.m./p.m.

** This form shall be attached to the EB 104 Inspectors' Statement*

Attachment: PROCEDURES FOR THE CENTRAL COUNT CITY OF DE PERE (4674 : absentee ballot canvass board)

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

MEETING DATE: May 10, 2016

DEPARTMENT: Information Technology

FROM: Steve Massey

SUBJECT: Consider request by City IT Administrator to transfer funds from the Capital Projects Fund to relocate fiber optic cable that feeds voice and data services to the MSC. *

ATTACHMENTS:

- Mayor & F-P - fund transfer request 5-4-16 (DOCX)

MEMORANDUM

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

FROM: Steve Massey, City IT Administrator

DATE: May 4, 2016

RE: Request to Transfer Funds from Capital Projects

On April 30, 2016 Wisconsin Public Service (WPS) replaced a failing utility pole located at 925 S Sixth St in front of the Municipal Service Center (MSC). The failing utility pole contains an aerial fiber optic attachment point for the City of De Pere Fiber Optic Facility (DFOF) that feeds voice and data services to the MSC. As a result the aerial fiber optic attachment point must be relocated to the new utility pole to continue providing voice and data services to the MSC.

The Fiber Optic Fund account (#208-50000-215) in the city's Special Fund is used to fund outsidess services such as Digger's Hotline fiber locates and DFOF maintenance. Cost breakdown estimates as follows (Note: pricing below is an estimate as we are waiting on final quotes):

- | | |
|--|---------------|
| • Redirect fiber duct from existing pole to new pole | \$1,500 |
| • Transfer aerial attachment to new pole | <u>\$ 500</u> |
| Total | \$2,000 |

In order to pay the \$2,000 to relocate the aerial fiber optic cable that feeds voice and data services to the MSC, a transfer of \$2,000 from Capital Projects to the Fiber Optic Fund is necessary.

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

SDM

Attachment

H:\DFOG\Finance-Personel Committee\Mayor & F-P - fund transfer request 5-4-16.docx

Attachment: Mayor & F-P - fund transfer request 5-4-16 (4699 : Consider request by City IT Administrator to transfer funds from the Capital

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: May 10, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Discussion on K-9 Fundraising Bank Account at Nicolet Bank

The purpose of this memo is to keep the public, finance committee and common council informed of fundraising efforts by the police department.

The De Pere Police Department has embarked on a fundraising effort to purchase, train, care for and use a police canine. As part of this effort the police department, with the assistance of the finance department, set up a bank account to accept donations from those wishing to use electronic means to donate. The bank account will include a widget. A widget is a generic term for the part of a computer screen that allows the user to interface with an application and operating system. Widgets display information and invite the user to act in a number of ways, in this case to electronically transfer or use a credit card to donate from the police department social media page. The donation account and widget were generously donated by Nicolet Bank.

We invite the public to visit the police Facebook page and consider a donation to the canine program.

Thank you and if there are any questions please contact me at your convenience.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: May 10, 2016

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Fire Department's Emergency Medical Services Billing Request for Proposal - Information Only.

ATTACHMENTS:

- EMS BILLING REQUEST FOR PROPOSAL (PDF)

City of De Pere Fire Department

Memo

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

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

Date: May 2, 2016

Subject: EMS Billing Request for Proposal – Information Only (no action required)

At the December 8, 2015 Personnel and Finance Committee Meeting, the Fire Rescue Department was assigned the responsibility to prepare an Emergency Medical Services Billing Request for Proposal (RFP). Attached please find RFP F-2-2016, which will be released to qualified vendors by the end this week. I am pleased to report that we are on schedule. This RFP does support our approved plan, focusing on establishing a new contract by September 20, 2016, which is the current contract conclusion date.

I ask you to please pay special attention to page 10 of 19 - Section T of this RFP. This paragraph outlines the monthly reporting process that will be available to the Finance and Personnel Committee to provide oversight for all collection services. Further, an annual “in person” meeting with the successful vendor reporting out to Council Committee in a public meeting has been requested for each February, if you so choose.

Thank you for your time and consideration of this FRP. No Committee action is needed or requested at this point. Staff would like to provide this update for informational purposes only. Upon receipt of the qualified bids, the Department will be making a formal recommendation for Council action, to contract with the most appropriate company to meet the City of De Pere’s needs. If you have any questions, please do not hesitate to ask.

**De Pere Fire Rescue Department
400 Lewis Street
De Pere, Wisconsin 54115
Request for Proposals**

RFP Number:..... F-2-2016

Title:..... Billing and Collection Services for the De Pere Fire Rescue Department

Issue Date: May 11, 2016

Proposals Due No Later Than:..... Friday, June 3, 2016, 3:00 P.M. (CDT)

Location for Receipt of Proposals: De Pere Fire Rescue Department
Station #1
400 Lewis Street
De Pere, Wisconsin 54115
Attention: Fire Chief Dennis L. Rubin

Inquiries: Questions which may arise as a result of this solicitation may be addressed to:
Dennis L. Rubin, Fire Chief at (920) 339-4085, or by email to drubin@mail.de-pere.org Inquiries must be received at least seven (7) business days prior to the due date of the bid opening in order to be considered. Contact initiated by a contractor concerning this solicitation with any other City representative, not expressly authorized in writing, is prohibited. Any such unauthorized contact may result in disqualification of the contractor from this transaction.

My signature below certifies that:

- I agree to abide by all conditions of this Request for Proposal (RFP) and that I am authorized to sign this proposal;
- The accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the *Code of Wisconsin*. Furthermore, I understand that fraud and unlawful collusion are crimes that can result in fines, prison sentences, and civil damage awards;
- That the accompanying proposal is in accordance with applicable provisions of the Procurement requirements of the City of De Pere.

Complete Legal Name of Firm: _____

Address: _____

Remit To Address: _____

Signature: _____ **Email:** _____

Name (type/print): _____ **Title:** _____

Fed ID No.: _____ **Phone:** (____) _____ **Fax:** (____) _____

Proposal Dated: _____

Attachment: EMS BILLING REQUEST FOR PROPOSAL (4682 : Fire Department's EMS Billing Request for Proposal - Information Only.)

TABLE OF CONTENTS

I.	PURPOSE.....	3
II.	BACKGROUND.....	3
III.	SCOPE OF WORK/SPECIFICATIONS.....	4
IV.	INSTRUCTIONS.....	13
V.	GENERAL TERMS AND CONDITIONS.....	15
VI.	SPECIAL TERMS AND CONDITIONS.....	17
VII.	PRICING SCHEDULE.....	18
VIII.	EVALUATION CRITERIA.....	19
IX.	AWARD PROCEDURE.....	19
X.	DEFAULT AND TERMINATION.....	19

I. **PURPOSE**

The purpose of this Request for Proposal is to solicit sealed proposals to establish a contract through competitive negotiations for providing Ambulance Billing and Collection Services for De Pere Fire Rescue Department (DPFR).

II. **BACKGROUND**

General Information

The De Pere Fire Rescue Department consists of 28 career and 16 paid on call (part time) emergency responders that are proud to provide all-hazards protection to over 24,000 citizens who call De Pere, Wisconsin home. Further, the City of De Pere Ambulance Service is under long term contract to cover three adjoining communities adding about 15,000 more folks that we are responsible to protect by providing advanced life support ambulance transport service.

Our dedicated members protect a land area of 40 square miles in all four jurisdictions; responding to emergencies that include: emergency medical service incidents, fires, hazardous material spills, water rescue and other technical rescue events. Our members provide these life-saving services by operating from 2 Fire/Rescue Stations located at 400 Lewis Street (Station 1 – East Side) and 1180 Grant Street (Station 2 – West Side) in De Pere. There are two advanced life support (ALS) ambulances located at Station 1 and one ALS ambulance located at Station 2.

De Pere Fire Rescue is an emergency 9-1-1 calls system only. Citizen access to our emergency response system is by 9-1-1 calls, text messaging and TTY phone system for hearing impaired. Some calls are generated by folks driving into our stations or at the request by other emergency agencies. Calls for service are dispatched through the fully staffed public safety county 9-1-1 communication center. Brown County Emergency Communications Center utilizes a tiered response model ensuring that the most appropriate resources are dispatched. System wide oversight of De Pere's EMS system is provided by our Medical Director Steven Stroman, MD.

In calendar year 2015, De Pere Fire Rescue responded to a total of 2,331 calls for service. Of that number, 1,748 were EMS related responses. 1,137 of the EMS calls were coded as ALS and 611 were coded as basic life support (BLS). As a result of the above EMS responses and our Revenue Recovery program, \$682,978 in cost recovery funds were collected in FY 2014 and the FY 2015 billing collection totals were \$758,132.

The City of De Pere's current ambulance fees are as follows: \$575 (City resident) and \$780 (non-resident) for basic life support (BLS) transports; \$675 (City resident) and \$825 (non-resident); for advanced life support (ALS 1) and \$725 (resident) and \$900 (non-resident) for (ALS 2) transports. Our ambulance mileage rate is \$16 per loaded mile, point to point. All fees for service are subject to amendment by the City of De Pere Common Council.

III. SCOPE OF WORK/SPECIFICATIONS

- A. The Contractor will be responsible for providing a fully comprehensive and automated medical billing and collection system compatible with ImageTrend software version XX, together with comprehensive and continuous EMS provider training, technical and administrative support to the City of De Pere. De Pere Fire Rescue Department includes, but is not limited to, the emergency treatment and/or transportation of patients, community paramedicine services as well as any future EMS services such as community health and wellness as well as expanding our existing community paramedicine program. The proposed contract is intended to support the day-to-day operations, functions, and activities of the operational and management staff of De Pere Fire Rescue Department in the use, analysis, and maintenance of patient accounts including billing for services to the patient, responsible party, automotive insurance carrier and/or insurance provider. The Contractor is responsible for providing a comprehensive medical billing and collection system which will provide new solutions that meet all the requirements of Medicare, Medicaid, CHAMPUS, other governmental insurance programs such as the Affordable Care Act (ACA), and commercial insurance companies (collectively referred to as Insurance Providers). The responding proposal should list and detail services which will meet the functional requirements as set forth in this Request for Proposal (RFP).
- B. The Contractor should ensure throughout the terms of the contract that continuity of operations is ensured to protect the best interest of the City of De Pere and its EMS billing components. The Continuity Plan is the roadmap for the implementation and management of the following functions:
1. Essential Functions – a subset of business and other organizational functions that are determined to be critical activities used to identify supporting tasks and resources that must be included in the agency's and organization's continuity planning process.
 2. Order of Succession – essential part of an agency's and organization's continuity plan to ensure that agency and organizational personnel know who assumes the authority and responsibility of the agency's and organization's leadership if that leadership is incapacitated or becomes otherwise unavailable during a continuity situation.
 3. Delegation of Authority – establish who has the right to make key decisions during a continuity situation.
 4. Continuity Facilities – alternate facilities from which an agency and organization can perform its essential functions in a threat-free environment.
 5. Continuity Communications – the availability and redundancy of critical communications systems to support connectivity to internal and external organizations, customers, and the public is vital to the success of agency and organization operations.
 6. Vital Records Management – the identification, protection and ready availability of electronic and hard copy documents, references, records, information systems, data

management software and equipment needed to support essential functions during a continuity situation.

7. Tests, Training, and Exercises – Provisions made for the identification, training, and preparedness of personnel capable of relocating to alternate facilities to support the continuation of the performance of essential functions.
 8. Devolution of Control and Direction – capability to transfer statutory authority and responsibility for essential functions from an agency's and organization's primary operating staff and facilities to other agency and organization employees and facilities, and to sustain that operational capability for an extended period.
 9. Reconstitution – the process by which surviving and/or replacement agency and organizational personnel resume normal agency operations from the original or replacement primary operating facility.
- C. The Contractor will provide five (5) state of the art Panasonic Toughbook portable laptop computers (one for each ambulance and one for each fire station). These devices shall be replaced at the start of each new contract cycle or every three (3) years, whichever comes first, to maintain high quality and reliable patient care equipment. Any and all maintenance required for the five (5) Toughbook computers will be the responsibility of the Contractor.
 - D. The Contractor should be prepared to retrieve/receive necessary patient care reports to be billed utilizing our system wide Records Management System (RMS) with ImageTrend software on the agreed "start date" of the contracted collection services.
 - E. The Contractor to provide services and data input that is of the highest quality by industry standards for accuracy and completeness, which can be acquired in an economical manner and within reasonable time frames. It is expected that all services function efficiently and be fully functional and responsive to the needs of the various patients, responsible parties, insurance providers, and De Pere Fire Rescue Department. The Contractor will perform all activities, services, and deliverables under the general direction of the City of De Pere Fire Chief or his/her designee, however, the City expects the Contractor to design and make constant recommendations for improvement and/or regulatory compliance as necessary. The City requires that all services to be performed in compliance with all current applicable laws and regulations.
 - F. Contractor to provide quarterly electronic reports to the De Pere Fire Chief on areas of deficiency and identify areas where De Pere's pre-hospital personnel can improve documentation.
 - G. Patient Care Report (PCR) Processing - The Contractor to provide all labor, material and equipment, to gather all essential information for generating and processing all Patient Care Reports (electronic or hand written due to computing system failure) generated by De Pere Fire Rescue. Medical services include, but are not limited to, the emergency treatment and/or transportation of patients, as well as any future EMS services such as health and wellness or community based paramedic programs. Essential PCR information includes: patient demographics, origin and destination of transport; run times; responsible

party; chief medical complaint; insurance information; technician information; type of medical assistance given; basic life support (BLS); advanced life support (ALS) and procedures performed by technicians. De Pere Fire Rescue recognizes the importance of accurate and complete PCR information. Due to the serious nature of some patient's medical condition at the time of service, De Pere Fire Rescue personnel may not be able to obtain complete and accurate PCR documentation of information required by the Contractor. To ensure generation and completeness of the PCR, the Contractor will provide appropriate training on at least an annual basis (or as needed when agreed to by both parties) to ensure that all De Pere Fire Rescue employees who are involved in medical billing process, including pre-hospital providers, will have the necessary skills, knowledge, and abilities to accurately prepare the PCR. De Pere Fire Rescue will provide facilities, equipment and supplies for Contractor for training of our members. The Contractor will be responsible for providing all training instructors and related materials. All training will be conducted at De Pere Fire Station 1, located at 400 Lewis Street in De Pere, Wisconsin. The Contractor will coordinate training and times with our Fire Chief or his/her designee. The Contractor will be responsible for providing De Pere Fire Rescue with the latest changes and modifications of the PCR as required by the applicable insurance providers or as mandated by state and federal regulations.

- H. Proper Patient Care/Medical Necessity Documentation - The Contractor to provide annual onsite training as listed in this RFP. The Contractor will continually provide updates and feedback to the De Pere Fire Chief for proper demographic documentation as well as proper medical documentation for treated/transported patients. The Contractor will ensure to the greatest extent possible proper documentation of medical care rendered and medical necessity on all PCRs. In addition, De Pere Fire Rescue will have access to provide documentation of notes to all accounts.
- I. Required Verification and Missing Information Follow-up – The contractor will provide all labor, materials and equipment for verification of PCR patient information. The Contractor must gather missing patient information by, but not limited to; searching the Insurance Provider's databases for previous patient information if and as permitted; searching the Contractor's billing database; contacting the receiving medical facility; or by direct patient, family member or responsible party contact. When contact is made with the appropriate party, the Contractor should verify and correct all patient information.
- J. Required Data Entry and Claim Submission - The Contractor must be currently filing Medicare and Medicaid Claims electronically and must transmit Medicare/Medicaid claims via the required National Standard Format (NSF). The Contractor is solely responsible for all data entry functions. The Contractor's data entry personnel at their location will perform these functions. The following functions will be performed at the data entry level:
 - 1. Electronic claims filing.
 - 2. Automatic/demand claims processing with second request filing.
 - 3. Export files.
 - 4. Electronic remittance payment posting.
 - 5. Validation and editing of all data fields that are applicable to, but not limited to, the following insurance claim forms:
 - a. Blue Cross and Blue Shield
 - b. Medicare

- c. Medicaid
 - d. CHAMPUS
 - e. HCFA-1500 for all commercial insurance carriers
 - f. Other applicable carriers including commercial insurance carriers
 - g. Any other paper submissions
- K. Customer Service - The Contractor will designate a Customer Service Representative, who will provide patient account information Monday through Friday, 8:00 a.m. through 8:00 p.m. (Central Time), excluding all Federal holidays. The Contractor will provide either a local telephone number, or a toll-free telephone number by which customers can contact the Contractor for questions and/or concerns Monday through Friday, 8:00 a.m. through 8:00 p.m. (Central Time). Escalated calls will be transferred to De Pere Fire Chief. All legal requests regarding EMS responses are to be referred to De Pere Fire Chief.
- L. Accounts Receivable and Transaction Posting - All collection, exchange or transmittal of patient information between the Contractor and De Pere Fire Rescue Department or third-party insurance providers must comply with applicable patient privacy laws, including, but not limited to, HIPAA and HITECH, upon its effective date. The Contractor will be expected to train appropriate De Pere Fire Rescue personnel on the application of, and compliance with, patient privacy laws in accordance with the training parameters set forth in this RFP. The Contractor will be responsible for providing written and electronic reports on a monthly basis on the status of all uncollected patient accounts.

The Contractor, at a minimum, will develop the following information in an electronic format for inquiry into patient accounts. Electronic information will be accessed by De Pere Fire Rescue authorized personnel using City equipment for secure remote access (secure server) for connection to the Contractor's database. The Contractor to provide electronic reports with all raw data transmitted in a format identified by the City of De Pere containing the following minimal information:

1. The patient's account receivable report to include:
 - a. User defined data range (accounts over thirty (30) days, Medicare e.g.)
 - b. Beginning and ending accounts receivable balance by summary
 - c. Charges
 - d. Payments by responsible parties
 - e. Adjustments
 - f. Net total
2. Prepare a revenue analysis report which will provide current month and YTD collection information from each responsible party.
3. Prepare a payment analysis report by responsible party which details reimbursement history by procedure and/or by patient account.
4. Prepare an insurance follow-up written report by individual carrier for any outstanding and/or pending patient claims.
5. Prepare an aged patient account analysis report in summary (per selected parameters) or in detail by all responsible parties.
6. The Contractor's database will have the ability to print all code files in alphabetical or numeric order.

The Contractor will be responsible for transaction posting to each patient account that applies to payments, adjustments, refunds/credits and resubmission of insurance provider claims. The Contractor will be required to update all patient information when patient information is found to be incorrect. The Contractor to provide electronic access to their database for De Pere Fire Rescue authorized personnel or designees, to access the following patient information:

1. Patient account inquiry of all data entry, charges for services provider, accounts receivable postings, payments, refunds/credits and any account adjustments, including, but not limited to the following:
 - a. Ability to "print" the computer screen displaying patient information.
 - b. Ability to "line item" access all patient accounts, account histories, including, but not limited to, payments, refunds/credits, adjustments and resubmissions of provider claims.
 - c. Ability to override all data fields by authorized De Pere Fire Rescue EMS Supervisory personnel.
- M. Required Rejection Follow-Up - The Contractor will be responsible for the follow-up on each medical claim for services rejected by an insurance provider (Medicare, Medicaid and CHAMPUS, commercial carriers, e.g.). The Contractor will be responsible for contacting insurance providers by telephone, mail or FAX in order to resolve each rejected claim on a claim-by-claim basis. The Contractor will be responsible for furnishing insurance providers with all requested patient information, medical information, medical documentation and the resubmission of the rejected claim. The Contractor will prepare and deliver a written report for all rejected claims detailing the reason for rejection and provide documentation on each claim resubmitted on a monthly basis.
- N. Required Entitlement Follow-Up - The Contractor will be responsible for regular follow-up on unpaid patient accounts older than thirty (30) days to ascertain the accuracy and availability of insurance information. The Contractor will send an original invoice for services provided by De Pere Fire Rescue within ten (10) working days from the receipt of PCR. The Contractor will generate and mail a statement of account to patients, responsible parties and/or insurance carriers no later than thirty (30) calendar days after the original date of service. Once accurate patient insurance information has been obtained, the only follow-up directly to the patient permitted is a notification of any insurance payment activity. If insurance denies the claim, the patient's mailed invoice must reflect this verbiage as well as a due date of thirty days (30) from the date of invoice. In all cases the Contractor will be responsible for preparing and mailing all invoices and other applicable notices. All notices, invoices and letters must be in a form approved by the City and must comply with the provisions of the Fair Debt Collection Act and any other applicable state or federal laws and regulations. Any collection efforts undertaken on behalf of De Pere Fire Rescue require the Contractor to display a professional demeanor in dealing with assigned accounts.

De Pere Fire Rescue must have the ability to print all types of reports directly from the selected software. And, the ability to customize reports by changing certain fields (i.e., date ranges) and an inquiry feature to have the ability to drill-down into specific fields to obtain data.

- O. Billing Process - The Contractor should provide a comprehensive automated billing and collection system which will be compatible to all existing owned computer equipment and software. The Contractor must have the ability to interface and import with our Fire Records Management System billing extract. This billing extract should be through a secure Virtual Private Network (VPN) utilizing secure File Transfer Protocol (FTP). The Software system will be divided into three segments for clarification, the Front-End billing, the Middle billing, and the Back-end billing process. The Front-End billing process will include completion of the PCR to all responsible parties. The Middle billing process will include receiving inquiries and correspondence for the posting of payments, returned mail, and responsible party follow-up for payments. The Back-end billing process will include working with all past-due patient and responsible party's accounts. The software system will capture the necessary data that is generated from the ImageTrend RESCUE software.

The Contractor will provide all responsible parties with an automatic or on a demand basis invoice (bill, statement, e.g.). De Pere Fire Rescue as elected to pursue hard collections through the efforts of a third party collection agency. The successful Vendor will be obligated to work with the collection agency that is selected by the De Pere Fire Rescue Department.

The Contractor will accept from De Pere Fire Rescue any PCR's (patient refusals, non-transport and /or medical contacts, etc.) and bill these calls at a flat rate determined by the City or Medicare. Any of these PCR's that are actually from a motor vehicle crash, or similar incident, shall be billed to the appropriate automotive or health insurance company. Efforts to obtain such automobile insurance information should be given the same attentions as obtaining medical insurance information.

- P. Front-End Billing Process – De Pere Fire Rescue will provide through our pre-hospital emergency medical technicians, completed electronic PCR's with all available medical documentation and patient information at the time of patient care. The completed PCR will be available to the Contractor through the ImageTrend Rescue Bridge module of the ImageTrend Software. The Contractor will be responsible for all pre-billing review, verification for proper documentation, insurance information, appropriate patient signatures and data entry from the PCR. The Contractor's collection and billing software system will provide any of the aforementioned items that are missing. The Contractor will remain responsible and is required to perform all required research and incorporate all required information into the PCR. The Contractor will provide the required information from the PCR to the responsible parties in both electronic and printed media.
- Q. Middle Billing Process – De Pere Fire Rescue will provide to the Contractor all Explanations of Benefits (EOB) and correspondences pertaining to the medical billing process. The Contractor will be responsible for the posting of payments to the appropriate patient account, updating insurance information on individual patient accounts, insurance claim processing and general patient account notations. The Contractor will be responsible for all inquiries and resolution of responsible party denials and rejections. The Contractor will contact the appropriate responsible party for the resolution, correction and resubmission of any patient billing. If the billing can be handled verbally, the billing will be updated and submitted for payment to the responsible party. If the responsible party requires resubmission of the billing, the Contractor will update the billing information and resubmit the billing to the appropriate responsible party for processing. In the event the billing is

denied for any reason, except failure to bill in a timely fashion, the bill will become non-collected and disposed of accordingly. The Contractor will be responsible for all responsible party mail and correspondence returned or rejected by the United States Postal Service pertaining to all medical billings. The Contractor will research, correct, and resubmit all mail and correspondences to the proper responsible party. The Contractor will provide all required office, postage supplies, to include postage costs and pre-paid overnight delivery services envelopes (i.e. FEDEX, DHL or UPS). De Pere Fire Rescue reserves the right to write off any bill for service that is in their best interest not to process for payment.

- R. Patient Refunds - The Contractor will prepare and electronically deliver monthly reports of all responsible party billings which reflect an overpayment. The Contractor will process all refunds / requests and appropriately note such refunds on the report in the same method as a deposit would be noted. All refunds must meet the medicare refund 60 day rule. Any penalties, interest, or fees resulting from violation of the medicare 60 day rule will be the sole responsibility of the Contractor.
- S. Statistical Reporting - The Contractor will generate and deliver all statistical raw data and reports in Microsoft Excel format, which will be utilized by De Pere Fire Rescue authorized personnel, using City computer equipment for secure connection to the Contractor's medical billing and collection system. De Pere Fire Rescue must have the ability to electronically access the Contractor's billing software 24 hours/day. The Contractor will be responsible for the preparation and remittance of statistical information and reports through an electronic format which will be compatible to both the Contractor and the City of De Pere's computer systems and software. All statistical reports will include all raw data in Microsoft Excel.
- T. The Contractor must provide De Pere Fire Rescue with a series of reports to reflect the financial information regarding collections. The Contractor will disseminate these reports on a monthly basis. Monthly collection reports shall be available electronically to the department by the 10th of the subsequent month. The Contractor should be prepared to disseminate any special reports requested by the Department. Annually, the Contractor will appear at the De Pere Common Council meeting in the month of February to provide an annual verbalized comprehensive billing report and respond to Aldermanic questions.

The following list of reports is the required minimum:

- 1. Collection Statistics - Gross billings by date of incident (transport) month and the related collections to date. Gross billings should not be reduced for returned mail, bad debits or authorized write offs. The required format would have a minimum of four (4) columns as follows:
 - a. Transport Month
 - b. Gross billed in transport month
 - c. Total collected in transport month
 - d. Percentage of Clean Claims processed
- 2. Insurance Report – The portion of the actual collections and the accounts receivable, detailed by self pay, Medicaid, Medicare and private insurance.

3. Monthly Payment Report - The credits and/or debits posted to the accounts receivable during the month. This is a report that will be used by De Pere Fire Rescue and Finance Department in order to manage the Revenue Recovery program. The report must show the following information, at a minimum.
 - a. Date of Service
 - b. Date of Deposit
 - c. Last four digits of Patient's Social Security Number
 - d. Ambulance Unit Number
 - e. Agency Name for the ambulance
 - f. Agency Name for the driver
 - g. Agency Name for the attendant in charge of patient care
 - h. Credit/Debit Amount
 - i. Payment Type (Insurance or Self Pay)
 - j. Total Monthly payment for each patient
 - k. Account Number
4. Monthly Collection Summary – The monthly payments by original transport month. The columns will be:
 - a. Incident Month
 - b. Total billings for month
 - c. Total collected for month
 - d. Total Percentage of collections for month
5. Total Billings by Incident Month - The cumulative number of gross billings and percentages for each month, broken down by payer type (Private, Medicare, Medicaid, Anthem, and other insurance).
6. Accounts Receivable – An over-due bill report of the amount owed by all transported patients at the end of the month. The format will be:
 - a. Gross billings since inception
 - b. Less: Payments since inception
 - c. Less: Approved adjustments and write-offs since inception
 - d. Ending balance of accounts receivable
 - e. All past due accounts greater than 90 days and 180 days.
7. Adjustments and Write-Offs – Regarding the details of the above, the report must show:
 - a. Date of Service
 - b. Last four digits of Patient's Social Security Number
 - c. Adjustment or write-off payment (1 Account type – Re: Bank, Death)
 - d. Passport
 - e. The cumulative total

8. Billing and Demographics Report

- a. Date of Service
- b. Last four digits of Patient's Social Security Number
- c. Patients account number
- d. Incident date
- e. Amount billed
- f. The monthly totals

Additionally, this report must summarize the monthly billing activity as follows:

- g. Number of ALS billings and amount billed
- h. Number of BLS billings and amount billed
- i. Number of mileage billing and amount billed
- j. Medical Denial and Reason for denial
- k. Responsible Party billing

9. Payment Percentages – Document percentages of responses which have received a payment. Column headings should be:

- a. Transport month and year
- b. Total patient transported
- c. Number not making payments
- d. Number making payments
- e. Percent making a payment

10. Refund Listing – Posted – Will be included in the monthly report.
Non-posted – Will require a monthly report. This is in order to maintain accuracy of the Revenue Recovery program.

11. Error Report - If the requirements of Section I. have not been met, then a weekly report should be provided to De Pere Fire Rescue for any additions or corrections to appropriately be billed.

12. Export Report – Daily report of PCRs that have received errors, duplicates and non-billable items.

13. Queuing Report – A bill generated that cannot be billed i.e., John Doe and Jane Doe.

U. Subcontracting – No portions of the work shall be assigned to a subcontractor without the prior written consent of the City.

- V. Write-off of Delinquent Accounts – Write-offs of any kind, including amounts transferred to the collection agency, must be submitted to the Department. The Department will request approval from the City Council before any action can be taken regarding write-offs. The responsibility of collection efforts on delinquent accounts over 120 days may be taken back by the City for transfer to a collection service.

IV. INSTRUCTIONS

A. Submission and Receipt of Proposals

1. Submittals will be received no later than 3:00 p.m., Central Daylight Savings Time, on **Friday, June 3, 2016**, in the City of De Pere, Fire Station #1, which is located at 400 Lewis Street, De Pere, Wisconsin 54115.
2. Responses to be submitted as follows: One (1) paper original copy marked **Billing and Collection Services for the De Pere Fire Rescue Department** and one electronic copy (USB Drive Preferred).
3. Mark the outside of the envelope with **RFP F-2-2016**, Billing and Collection Services for the De Pere Fire Rescue Department.
4. It is the sole responsibility of the contractors for ensuring that their proposals are delivered to the Fire Rescue Department before the deadline indicated above.
5. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
6. Any proposal submitted **MUST** include the cover sheet which has been signed by an individual authorized to bind the contractor. All proposals submitted without such signature will not be considered.
8. Proposals can be accepted via fax or e-mail, as well as sealed bids.

B. Submittal Format

In order to facilitate the analysis of responses to this RFP, contractors should prepare the proposal with the instructions outlined in this section and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

1. Contractor's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
2. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity

of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for the City of De Pere.

3. De Pere encourages proposals that provide innovative alternatives to addressing the City's existing needs as described in this solicitation. Information which the contractor desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
4. Detailed Submittal Format
 - a. Introduction letter, signed cover sheet, details about the company, a satisfied client's list, and details costing analysis are broad expected examples of the final submittal.
 - b. Executive Summary – Bidders should provide a narrative, prepared in non-technical terms, summarizing the contractor's proposal. The executive summary should identify the primary contact for the contractor including name, address, telephone number and e-mail address.
 - c. Statement of Qualifications and Capacity of firm to provide services required. The contractor should include a description of the organizational and staff experience as it relates to meeting the City's needs to include experience administering similar contracts for government entities. The Contractor shall identify the form of legal status. In addition, detail any logistical concerns that may restrict or delay implementation of the contract (e.g., licensure, legal recognition, facilities, etc.).
 - d. Key Individuals – The contractor should provide a list of key individuals to be assigned to the City's contract, specify their role in administering the contract, professional qualifications, and provide a current biography/resume for each individual.
 - e. References - All contractors should include a list of a minimum of five references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. Also, include the contract duration possibilities including dates and the services performed. The City reserves the right to contact references other than, and/or in addition to those furnished by an contractor. References may or may not be reviewed or contacted at the discretion of the City.
 - f. Cost of services as listed in the Pricing Schedule.

V. GENERAL TERMS AND CONDITIONS

- A. **Addenda:** Any changes or supplemental instructions to this solicitation shall be in the form of written addenda. Acknowledgement of receipt of all addenda shall be in the space provided within the solicitation or by returning a copy of each signed addendum. Failure to do so may result in rejection of the proposal. All addenda issued shall become part of the solicitation and all resulting contract documents.
- B. **Assignment of Contract:** The Contractor shall not assign, sublet, subcontract or transfer any of its interest in the contract without written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the City and Contractor.
- C. **Change Orders:** Change orders must be approved by the City prior to work being performed.
- D. **Copyrights and Patent Rights:** The contractor certifies by submission of a proposal that there has been no violation of copyrights or patent rights in manufacturing, producing, or selling the product or services shipped or ordered as a result of this solicitation. The Contractor shall, at their own expense, defend any and all actions or suits charging such infringement, and will hold the City of De Pere, its officers, employees, and agents harmless from any and all liability, loss, or expense incurred by any such violation, or alleged violation.
- E. **Default:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the City may, without prejudice to any other right or remedy, and after giving the Contractor seven (7) calendar days written notice, terminate the employment of the Contractor and procure such goods or services from other sources. In such event, the contractor shall be liable to the City for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the City may have.
- F. **Finance/Interest Charges:** Finance and/or interest charges imposed by the Contractor on any invoice shall not be paid by the City.
- G. **Governing Law:** Contracts shall be governed by the provisions hereof and by the laws of the State of Wisconsin. Disputes arising out of this contract shall be resolved in the Courts of the State of Wisconsin, in and for Brown County.
- H. **HOLD HARMLESS AND INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the City, its officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Contractor or Contractor's officers, directors, partners, employees, and Contractor's Contractors in the performance and furnishing of Contractor's services under this contract.

To the fullest extent permitted by law, Contractor's total liability to City and anyone claiming by, through, or under City for any cost, loss or damages caused in part by the negligence of Contractor or Contractor's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Contractor's or Contractor's subcontractor negligence bears to the total negligence of City, Contractor and all other negligent entities and individuals.

- I. **The Contractor shall hold harmless and indemnify the City, if applicable, and its officers, officials, employees and agents against any and all injury, loss or damage arising out of the Contractor's negligent or intentionally wrongful acts or omissions.**
- J. **Modification of the Contract:** The contract shall not be amended, modified, or otherwise changed except by the written consent of the Contractor and the City given in the same manner and form as the original signing of the contract.
- K. **Precedence of Terms:** All Special Conditions contained in this solicitation that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Terms and Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.
- L. **Proprietary Information:** Trade secrets or proprietary information submitted by a Contractor in connection with a procurement transaction or prequalification application submitted are not subject to the Public Records Law; however, Contractor shall (i) invoke the protections of this section prior to or upon submission of the data or other materials, (ii) identify the data or other materials to be protected, and (iii) state the reasons why protection is necessary. Contractor acknowledges that, as the Contractor to the City of De Pere, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by City. Contractor agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Contractor as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Contractor for its reasonable costs incurred in complying with this paragraph. Contractor further agrees to indemnify City from all costs City incurs should Contractor fail to comply with these requirements.
- M. **References:** If requested, the contractor shall provide references which substantiate past work performance and experience in the type of work required for the contract. The County may contact all references furnished by contractors. The right is further reserved by the County to contact references other than, and/or in addition to, those furnished by the contractor.
- N. **Waiver of One Breach Not Waiver of Others:** No waiver by the City or its agents or employees of any breach of this contract by the Contractor shall be construed as a waiver of any other or subsequent breach of the contract by the Contractor. All

remedies provided by this contract are cumulative, and in addition to each and every other remedy under the law.

VI. SPECIAL TERMS AND CONDITIONS

A. **Contract Term/Contract Renewal/Contract Extension**

1. Contract Term

The initial term of this contract shall be effective for one year, from October 1, 2016 through September 30, 2017.

2. Contract Renewal

This contract may be renewed by the City for four (4) successive one year periods under the terms and conditions of the original contract. The percentage fee will remain the same for each renewal period. Upon a determination by the City to renew this contract for an additional term, written notification will be given to the Contractor.

3. Contract Extension

The City has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.

B. **Insurance Requirements: The Contractor and insurance company should carefully review the insurance requirements set forth below. The Contractor shall furnish a copy of a certificate of insurance in accordance with the requirements before the City will execute a contract. The Contractor shall be responsible for maintaining current certificates of insurance on file with the City. The certificate of insurance does not need to accompany the proposal.**

The Contractor shall purchase and maintain in force, at their own expense, such insurance as will protect them and the City from claims which may arise out of or result from the Contractor's execution of the work, whether such execution be by the Contractor, their employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverages shall be such as to fully protect the City, the Consulting Professional (if applicable) and the general public from any and all claims for injury and damage resulting by any actions on the part of the Contractor or their forces as enumerated above.

The Contractor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City's Attorney and/or Risk Management Director and shall require and show evidence of insurance coverages on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done under this contract.

The Contractor shall maintain during the initial term and any additional terms of this contract the following equivalent coverage and minimum limits:

1. Commercial General Liability \$2,000,000 Combined Single Limit per occurrence.

2. Automobile Liability \$600,000 Combined Single Limit per occurrence.
3. Workers' Compensation Wisconsin Statutory limits.
4. Professional Liability \$1,000,000 per occurrence.

If an insurance certificate is used as evidence of the required insurance the insurance certificate:

- a. Must reflect that the Commercial General Liability policy names the City of De Pere as an additional insured by endorsement under the policy;
- b. Must reflect that the policies are endorsed to require no less than 30 days notice of cancellation or other change in coverage to the City;
- c. Must have an authorized signature;
- d. The Certificate Holder should be listed as:
City of De Pere
335 S. Broadway
De Pere, Wisconsin 54115

VII. PRICING SCHEDULE

For the purpose of determining the Contractor's fees, each contractor must provide a single fixed percentage rate of net revenues received by the City as a direct result of the Contractor's services. The fee will be paid on a monthly basis and will be based on the net sums received from all responsible parties and insurance providers that are forwarded to the City for deposit (gross receipts less refunds). Accounts turned over to the City for additional collection efforts as deemed appropriate will not be included in determining the Contractor's fee. The same fees will remain in place for each contract year, which is the initial twelve (12) month contract period and each of the four (4) one year renewal periods.

Fixed Percentage fee to provide all services listed herein: _____ %

All fees, if any, which the contractor proposes to, charge that are above and in addition to the fixed percentage fee shown above must be itemized and thoroughly explained in an attachment to the proposal.

VIII. EVALUATION CRITERIA

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those contractors to be considered for negotiations. Individual criteria will be assigned varying weights at the City's discretion to reflect relative importance.

- A. Demonstrated ability to comprehensively perform all services detailed in the RFP.
- B. Billing system proposed and the methodology and approach employed in providing the services.
- C. Overall qualifications and capacity of the firm to perform the services required.
- D. Quality controls in place to ensure continuity of operations is ensured and high-quality service.
- E. Fees.

IX. AWARD PROCEDURE

Selection can be made of two or more contractors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal, including price if so stated in the Request for Proposal. Negotiations shall then be conducted with each of the contractors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each contractor so selected, the City shall select the contractor which, in its opinion, has made the best proposal and award the contract to that contractor. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one contractor. Should the City determine in writing and in its sole discretion that only one contractor is fully qualified or that one contractor is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that contractor.

X. DEFAULT AND TERMINATION

Any provision of the Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that any provision of this Agreement has been breached by the other party, it shall provide the other party with written notice thereof, informing the other party that it has thirty (30) days to cure such breach. If there is no cure of said breach within such period of time, the non-breaching party may bring any action available for any remedy provided in law or equity, including termination of this Agreement.