NOTICE OF PUBLIC MEETING

Pursuant to Wisconsin Statutes Section 19.84, notice is hereby given to the public that a regular meeting of the **FINANCE/PERSONNEL COMMITTEE** will be held **MAY 8, 2012 AT 7:30 P.M.** in the **CITY HALL COUNCIL CHAMBERS, SECOND FLOOR OF DE PERE CITY HALL, 335 SOUTH BROADWAY STREET, DE PERE, WISCONSIN.**

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

AGENDA FOR SAID MEETING

1. Roll call.

2. Approval of the minutes of the April 10, 2012 regular meeting of the Finance/Personnel Committee.

3. Overtime report of the Fire Department for the month of April.

4. Overtime report of the Police Department for the month of April.

5. Overtime report of the Engineering Department for the month of April.

6. Consider $500 donation from De Pere Christian Outreach to be used for the Police Department K-9 Unit.

7. Consider $500 donation from Margueritte Gardner to the Police Department for gasoline expenses for the honor guard to attend ceremonies in Washington DC.

8. Consider purchase of one electro-mechanical outdoor emergency notification siren from American Signal Corporation.

9. Consider purchase of Advance Airway Management Trainer utilizing Act 102 funds.

10. Consider installation of water utilities and fountain at the Dog Park.

11. Review the Offer to Purchase for Parcel WD-1162 by UTECH Collective.

12. Review the creation of TID #10 located in the East De Pere Industrial Park.

13. Consider 2012-2013 Insurance Liability Policy renewals.

14. Consider recommendation to update the Merit Pay Policy for non-represented employees.

15. Consider request from Alderperson Crevier to have a group photo of elected officials taken and a framed copy be placed in the Council Chambers.

16. Consider draft ordinance regarding sidewalk Café Permit renewal fees.

17. Consideration of Agreement with New Cell, LLC (Cellcom).

18. Public comment and announcements.

19. Future agenda items.

20. Adjournment.

Lawrence Delo
City Administrator

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

Any person wishing to attend who, because of disability, requires special accommodation should contact the City Administrator's Office at 339-4044 by 4:30 p.m., May 7, 2012 so that arrangements can be made.

Agenda Sent To:
Alderpersons
Mayor
City Administrator
Department Heads
Brown County Library, De Pere Branch
De Pere Journal
Green Bay Press-Gazette
De Pere Chamber of Commerce
TV & Radio
AMERICAN SIGNAL CORPORATION 8600 WEST BRADLEY ROAD MILWAUKEE, WI 53224
FEDERAL SIGNAL, 2645 FEDERAL SIGNAL DRIVE UNIVERSITY PARK, IL 60484
ELECTRICAL SERVICES 4700 N TANGLEWOOD DRIVE APPLETON WI 54913
CHRIS UTECH UTECH CONSULTING PO BOX 28296 GREEN BAY, WI 54324-0296

FINANCE/PERSONNEL COMMITTEE
CITY OF DE PERE, WISCONSIN – April 10, 2012

The Finance/Personnel Committee of the City of De Pere, Wisconsin, met in regular session at the Council Chambers in City Hall, on Tuesday, April 10, 2012.

Mayor Michael Walsh called the meeting to order at 7:31 p.m. Roll call was taken and the following members were present: Alderpersons Michael Donovan, Kathleen Van Vonderen, Daniel Robinson and Larry Lueck. Also present: City Attorney Judith Schmidt-Lehman, Fire Chief Robert Kiser, Police Chief Derek Beiderwieden, Finance Director Joe Zegers, IT Administrator Pete Smith, Building Inspector David Hongisto and members of the public.

Alderperson Robinson moved, seconded by Alderperson Lueck, to approve the minutes of the March 13, 2012 meeting. Upon discussion and vote, the minutes were approved unanimously.

3. Overtime report of the Fire Department for the month of March 2012. Alderperson Donovan moved, seconded by Alderperson Van Vonderen, to approve the overtime report. Alderperson Van Vonderen questioned the increase in fire training and staffing replacement. Chief Kiser explained training was due to house burn training done with Ledgeview Fire Department and staffing replacement was due to sick time. Upon discussion and vote, motion was approved unanimously.

4. Overtime report of the Police Department for the month of March 2012. Alderperson Robinson moved, seconded by Mayor Walsh, to approve the overtime report. Alderperson Van Vonderen questioned the increase in officer training and the decrease in staffing replacement. Chief Beiderwieden explained that officer training is due to mandatory firearms training which will be much higher in April and the department has been working to keep staffing level overtime down. Upon discussion and vote, motion was approved unanimously.

5. Overtime report of the Engineering Department for the month of March 2012. Alderperson Lueck moved, seconded by Alderperson Donovan, to approve the overtime report. Upon vote, motion was approved unanimously.

6. Replace digital communication copper circuits with fiber circuits. Alderperson Lueck moved, seconded by Alderperson Van Vonderen to approve the circuit replacement. IT Administrator Smith provided an overview and responded to committee member questions. Upon discussion and vote, motion was approved with 4 ayes and 1 abstention. Alderperson Robinson abstained; all others voted aye.

7. Consider request for the Police Department to accept Alcohol Compliance Check Grant. Alderperson Van Vonderen moved, seconded by Alderperson Robinson to accept the grant. Chief Beiderwieden explained up to $2,200 will be used to purchase a portable ID scanner and remaining balance of grant will be applied towards overtime. Upon discussion and vote, motion was approved unanimously.

8. 2011 Budget items carried forward to 2012. Mayor Walsh moved, seconded by Alderperson Van Vonderen to approve the items for carryover. Upon discussion and vote, motion was approved unanimously.

9. Consider adopting definitions and policies for fund balance reporting and flow of funds. Finance Director Zegers reviewed the need to more clearly define fund balance categories and responded to committee member questions. Upon discussion, Alderperson Donovan moved, seconded by Alderperson Robinson to approve the new fund balance definitions and policies. Upon vote, motion was approved unanimously.

10. Public Comment or other Announcements. Mayor Walsh asked if there was anyone present who wished to speak during public comment and there was no one present who wished to speak so public comment was closed.

11. Future Agenda Items. None.

12. Mayor Walsh moved, seconded by Alderperson Lueck to convene into closed session at 8:04 p.m. pursuant to Wis. Stats. §19.85(1)(g) to discuss the claim of John Knaus. Upon roll call vote, motion carried unanimously.

Mayor Walsh moved, seconded by Alderperson Donovan to reconvene in open session at 8:33 p.m. pursuant to Wis. Stats. §§19.83 and 19.85(2). Upon roll call vote, motion carried unanimously.

Mayor Walsh moved, seconded by Alderperson Lueck to deny the claim of John Knaus. Upon vote, motion was approved unanimously.

Upon motion by Mayor Walsh, seconded by Alderperson Robinson, the Finance/Personnel Committee unanimously adjourned at 8:34 p.m.

Respectfully submitted,

Jennifer Dupont
Recording Secretary

Item #3

DE PERE FIRE RESCUE
OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2011

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
STANDBYS	347.25	362.25	458	305.25	275.5	345.75	455	354.5	363.5	378.25	428	391.5	4464.75
EMS TRAINING	283	92.25	84.75	159.25	36.5	4.75	0	0	140.25	89.75	53.75	160.25	1104.5
FIRE TRAINING	19.5	92.25	100.25	285.25	93.5	10.75	10.5	13.5	18	48.5	6.5	3	701.5
RESCUE CALLS	10	14.5	12.5	14.5	3.25	152.75	16.75	18	19	10.5	4.25	10.25	286.25
FIRE CALLS	6	0.75	0	0	0	0	0	0	0	0	1.5	34.5	42.75
OFFICER MTGS.	9	11.25	3	9	6.75	13	4.5	12	5	12	9	28.75	123.25
STAFFING REP.	210	118.5	202.5	0	3	0	144.5	0	18	132.75	132.5	4.5	966.25
MAINTENANCE	0	0	8	6	0	40.5	0	0	0	22.25	0	0	76.75
PUB. ED.	0	0	13.5	6	1.5	0	0	0	6.75	37.5	0.5	0	65.75
# FIRE RUNS	32	20	35	35	39	20	47	39	46	32	24	39	408
# of EMS RUNS	138	127	154	148	177	132	165	139	138	176	129	142	1765
TOTAL HRS.	884.75	691.75	882.5	785.25	420	567.5	631.25	398	570.5	731.5	636	632.75	7831.75

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2012

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
STANDBYS	75.25	84	57.75	66									283
EMS TRAINING	52.5	96	69	92.75									310.25
FIRE TRAINING	3	16	67.5	55									141.5
RESCUE CALLS	24.75	18.5	3.5	9									55.75
FIRE CALLS	32	24	0	11.25									67.25
OFFICER MTGS.	3	16	11.5	14									44.5
STAFFING REP.	75.75	3.75	50.25	4.5									134.25
MAINTENANCE	11.5	27	8	0									46.5
PUB. ED.	0	0	2.5	13.5									16
# FIRE RUNS	20	21	24	35									100
# of EMS RUNS	147	130	127	152									556
TOTAL HRS.	277.75	285.25	270	266	0	0	0	0	0	0	0	0	1099

ANNUAL PERCENTAGE OF OVERTIME USED THROUGH 3/16/2012 21.54%

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

AREA	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
LEDGEVIEW	9.5	10.5	4.5	8.4									32.9
LAWRENCE	9	18.9	7.5	6									41.4
ALLOUEZ	0	0	0	0									0
ASHWAUBENON	0.5	3.5	0	2.8									6.8
CTY RESCUE	0	0	0	0									0
OTHER	0	0	0.5	0									0.5
TOTAL HRS.	19	32.9	12.5	17.2	0	0.0	0	0	0	0	0	0	81.6

DE PERE FIRE/RESCUE MONTHLY LOG 2012

RUN	Date	Time	AREA	TYPE	UNITS	ALS	BLS	DEST	MAG	MAR	STBY
444	4/1/2012	10:41	CD	M	A111		X	V			0
445	4/1/2012	16:26	CD	F	E111						0
446	4/1/2012	17:00	LA	M	A121	X		V			0
447	4/1/2012	19:57	CD	F	E111						0
448	4/2/2012	04:52	CD	M	A121	X		B			0
449	4/2/2012	16:18	CD	F	E121						0
450	4/2/2012	18:47	LA	M	A121	X		B			0
451	4/3/2012	05:21	CD	F	E111						0
451	4/3/2012	05:21	CD	M	A111,A121		X	N			0
452	4/3/2012	10:18	CD	M	A111		X	V			0
453	4/3/2012	15:33	CD	F	E111,E121,A121						0
454	4/3/2012	21:40	CD	F	E111,E121,L111,A121						0
455	4/4/2012	00:36	CD	M	A121		X	N			0
456	4/4/2012	00:48	LE	M	A111		X	V			0
456	4/4/2012	00:48	LE	M	A111		X	V			0
457	4/4/2012	10:59	CD	M	A121		X	V			0
458	4/4/2012	13:33	CD	M	A111	X		A			0
459	4/4/2012	17:53	AS	M	A121		X	N	3		0
460	4/4/2012	18:13	CD	F	E111,A111						2
461	4/4/2012	20:57	CD	M	A121	X		B			0
462	4/5/2012	01:27	CD	M	A111		X	V			0
463	4/5/2012	08:23	CD	M	A121	X		A			0
464	4/5/2012	11:08	CD	M	A121	X		V			0
465	4/5/2012	15:28	CD	M	A121	X		B			0
466	4/5/2012	22:33	CD	M	A121	X		V			0
467	4/5/2012	22:45	CD	F	111,E121,A111,A121,C1(					5	3
468	4/6/2012	10:40	CD	M	A121	X		V			0
469	4/6/2012	13:50	CD	F	E111,E121						0
470	4/6/2012	16:11	CD	M	A121	X		A			0
471	4/6/2012	20:30	CD	F	E111						0
472	4/7/2012	01:24	CD	M	A121		X	V			0
473	4/7/2012	10:08	CD	M	A121	X		V			0
474	4/7/2012	11:35	CD	M	A121		X	M			0
475	4/7/2012	11:45	CD	M	A111	X		B			0
476	4/7/2012	12:14	CD	F	E111						0
477	4/7/2012	12:29	CD	M	A121	X		N			0
478	4/7/2012	13:40	CD	M	A121		X	A			0

RUN	Date	Time	AREA	TYPE	UNITS	ALS	BLS	DEST	MAG	MAR	STBY
479	4/7/2012	18:36	CD	M	A121	X		V			0
480	4/7/2012	22:45	LE	M	A111		X	A			0
481	4/8/2012	19:07	CD	M	A121	X		A			0
482	4/9/2012	10:53	CD	M	A111	X		B			0
483	4/9/2012	14:34	LE	M	A111	X		V			0
484	4/10/2012	11:01	LE	M	A121	X		V			0
485	4/10/2012	11:15	CD	M	A111		X	N			0
486	4/10/2012	11:56	CD	M	A121	X		V			0
487	4/10/2012	13:37	CD	M	A121	X		M			0
488	4/10/2012	14:02	CD	M	A111,E121		X	B			1
489	4/10/2012	14:13	AS	M	A121	X		B	3		0
490	4/10/2012	15:59	CD	M	E111		X	N			0
490	4/10/2012	15:59	CD	M	E111		X	N			0
490	4/10/2012	15:59	CD	M	A121		X	B			0
490	4/10/2012	15:59	CD	F	E111						0
491	4/10/2012	19:13	CD	M	A111		X	A			0
492	4/11/2012	07:32	CD	M	A111	X		B			0
493	4/11/2012	08:41	CD	M	A111		X	N			0
494	4/12/2012	00:04	CD	F	E121,E111,L111						0
495	4/12/2012	00:39	AS	M	A121		X	M	3		0
496	4/12/2012	01:56	CD	M	A121	X		V			0
497	4/12/2012	05:21	CD	F	E111,L111,E121						0
498	4/12/2012	05:23	LA	M	NONE			N		3	0
499	4/12/2012	11:46	CD	M	A121	X		M			0
500	4/12/2012	12:03	CD	M	A111	X		A			2
501	4/12/2012	14:23	LA	M	A121		X	N			0
502	4/12/2012	15:39	LA	M	A121	X		V			0
503	4/12/2012	16:41	CD	M	A121		X	N			0
504	4/13/2012	02:23	CD	F	E111						0
505	4/13/2012	06:52	CD	F	E111						0
506	4/13/2012	11:04	LA	M	A121	X		V			0
507	4/13/2012	11:18	LA	M	A111	X		M			1
508	4/13/2012	23:26	CD	M	A121	X		V			0
509	4/14/2012	07:22	CD	M	A111	X		V			0
510	4/14/2012	09:54	LA	M	A121	X		V			0
511	4/14/2012	12:23	CD	F	E111						0
512	4/14/2012	13:45	CD	M	A121	X		B			0
513	4/14/2012	15:06	CD	M	A121,A111	X		V			0
513	4/14/2012	15:06	CD	F	E111						0
514	4/14/2012	16:40	LE	M	A111		X	V			0

RUN	Date	Time	AREA	TYPE	UNITS	ALS	BLS	DEST	MAG	MAR	STBY
515	4/14/2012	18:22	CD	M	A111	X		V			0
516	4/14/2012	20:35	CD	F	E111,A121						0
516	4/14/2012	20:35	CD	M	A111		X	V			0
516	4/14/2012	20:35	CD	M	A111		X	V			0
517	4/14/2012	23:34	LA	M	A121		X	N			0
518	4/15/2012	00:22	CD	M	A121	X		V			0
519	4/15/2012	02:23	CD	M	A121		X	N			0
520	4/15/2012	12:45	CD	M	A121		X	N			0
521	4/15/2012	15:56	LE	M	A111		X	V			0
522	4/15/2012	17:16	CD	F	E121						0
523	4/16/2012	04:09	CD	M	A121	X		M			0
524	4/16/2012	08:27	CD	M	A111,A121	X		V			0
525	4/16/2012	08:39	CD	M	A121,E111	X		N			3
526	4/16/2012	08:59	LA	M	A121	X		V			0
527	4/16/2012	10:14	LA	M	A121	X		M			0
528	4/16/2012	11:52	LA	M	A121		X	V			0
529	4/17/2012	00:16	CD	F	E121,E111,L111						0
530	4/17/2012	04:18	LE	M	A111	X		B			0
531	4/17/2012	07:41	LE	M	A111	X		V			0
532	4/17/2012	11:01	LA	M	A121		X	V			0
533	4/17/2012	13:26	CD	M	A121	X		N			0
534	4/17/2012	14:56	CD	F	E121,E111,C101,A121						3
535	4/17/2012	16:23	CD	M	A111,U111	X		B			0
536	4/17/2012	18:02	LE	M	A111		X	V			0
537	4/17/2012	20:55	CD	M	A111	X		V			0
538	4/18/2012	01:26	CD	M	A111	X		V			0
539	4/18/2012	05:14	CD	M	A121,A111		X	A			0
539	4/18/2012	05:14	CD	M	A121		X	A			0
540	4/18/2012	06:52	LA	M	A121	X		V			0
541	4/19/2012	10:14	CD	M	A111,E111	X		V			0
542	4/19/2012	17:38	LE	M	A111	X		B			0
543	4/19/2012	18:16	CD	M	A121	X		V			0
544	4/20/2012	08:18	AS	M	A121	X		B	1		0
545	4/20/2012	08:32	LA	F	E111, E121						0
545	4/20/2012	08:32	LA	M	A111,A121		X	N			0
546	4/20/2012	09:12	LA	M	A121		X	N			0
546	4/20/2012	09:14	LA	F	E111						0
547	4/20/2012	09:48	CD	M	A121	X		V			0
548	4/20/2012	13:28	CD	M	A121		X	N			0
549	4/20/2012	13:59	CD	F	E121						0

RUN	Date	Time	AREA	TYPE	UNITS	ALS	BLS	DEST	MAG	MAR	STBY
550	4/20/2012	16:44	LE	M	A111		X	V			0
551	4/20/2012	17:56	CD	F	E111,E121,L111						0
552	4/20/2012	22:49	LE	M	A111	X		B			0
553	4/21/2012	03:06	CD	M	A121		X	N			0
554	4/21/2012	05:52	LE	M	A121			N			0
555	4/21/2012	07:08	CD	M	A121		X	V			0
556	4/21/2012	08:34	CD	M	A121	X		V			0
557	4/21/2012	09:45	CD	M	A121		X	N			0
558	4/21/2012	11:43	CD	M	A111,U111		X	M			O
559	4/21/2012	11:50	LA	M	A121,U111	X		M			1
560	4/21/2012	12:03	CD	F	E121,C101						0
561	4/21/2012	16:39	CD	M	A111		X	V			0
562	4/22/2012	10:32	CD	M	A121		X	V			0
563	4/22/2012	13:27	AS	M	A121		X	V	3		0
564	4/22/2012	13:30	AS	M	A111		X	V	3		1
565	4/22/2012	18:27	CD	M	A121	X		M			0
566	4/23/2012	03:53	CD	F	E111						0
567	4/23/2012	04:51	CD	M	A121	X		V			0
568	4/23/2012	15:50	CD	M	A111		X	A			0
568	4/23/2012	15:50	CD	M	A111		X	A			0
568	4/23/2012	15:50	CD	F	E111						0
568	4/23/2012	15:50	CD	M	A121		X	N			0
569	4/23/2012	16:48	LE	M	A121		X	V			0
570	4/23/2012	17:06	CD	M	A111		X	N			0
571	4/23/2012	17:33	CD	M	A111	X		V			0
572	4/23/2012	19:51	CD	M	A121	X		V			0
573	4/24/2012	05:19	CD	M	A121	X		A			0
574	4/24/2012	09:35	CD	M	A121	X		V			1
575	4/24/2012	10:02	CD	M	A111	X		A			0
576	4/24/2012	12:00	CD	M	A121		X	N			0
577	4/24/2012	16:56	CD	M	A111		X	A			0
578	4/24/2012	22:16	CD	M	A121		X	N			0
579	4/25/2012	11:27	CD	M	A111		X	V			0
580	4/25/2012	12:22	LE	M	A111		X	N			0
580	4/25/2012	12:22	LE	F	E111						0
581	4/25/2012	12:52	LA	F	E111,A111						0
582	4/25/2012	19:17	CD	M	A121	X		V			0
583	4/26/2012	02:13	AS	M	A121		X	N	3		0
584	4/26/2012	10:26	CD	M	A111,A121	X		A			0
585	4/26/2012	11:05	CD	M	A121		X	N			0

RUN	Date	Time	AREA	TYPE	UNITS	ALS	BLS	DEST	MAG	MAR	STBY
586	4/26/2012	11:27	CD	M	A121,A111		X	V			2
587	4/26/2012	13:30	CD	M	A121	X		V			0
588	4/26/2012	20:27	CD	M	A121		X	N			0
589	4/27/2012	10:51	CD	M	A111,A121	X		V			1
590	4/27/2012	19:00	CD	F	E111,E121						0
591	4/27/2012	20:31	CD	M	A121	X		V			0
592	4/28/2012	10:35	LE	M	A111	X		V			0
593	4/28/2012	10:46	CD	M	A121		X	A			0
594	4/28/2012	12:22	LA	M	A121	X		M			0
595	4/28/2012	14:45	LA	M	A121		X	B			0
596	4/28/2012	20:29	CD	M	A111	X		V			0
597	4/28/2012	20:40	CD	M	A121		X	N			2
598	4/28/2012	21:28	CD	F	E111						0
599	4/29/2012	02:17	CD	M	A121		X	N			0
600	4/29/2012	03:13	CD	M	A121	X		M			0
601	4/29/2012	03:41	LE	M	A111	X		V			0
602	4/29/2012	05:16	LE	M	A111	X		N			0
603	4/29/2012	12:29	CD	M	A111	X		V			0
604	4/29/2012	15:19	LE	M	A111	X		V			0
605	4/29/2012	16:23	LA	F	E111						2
605	4/29/2012	16:23	LA	M	A121,A111		X	N			0
605	4/29/2012	16:23	LA	M	A121		X	N			0
605	4/29/2012	16:23	LA	M	A121		X	N			0
606	4/29/2012	17:43	CD	M	A121		X	N			0
607	4/29/2012	21:07	CD	F	E111						0
608	4/30/2012	03:04	LE	M	A111	X		B			0
609	4/30/2012	14:21	LA	M	A121,A122,A111	X		B			0
610	4/30/2012	18:50	LA	M	A121		X	N			0
611	4/30/2012	19:03	CD	M	A111		X	B			0
612	4/30/2012	23:10	CD	M	A121		X	N			0
187				187		78	72	152	7	2	187

DE PERE FIRE/RESCUE				
OVERTIME REPORT				
MONTH OF APRIL, 2012				
PERSONNEL	DATE	ACTUAL HOURS	O.T. HOURS	REASON
BROWN	3-Apr	3.00	4.50	PARAMEDIC CME
DEVILEY	3-Apr	3.00	4.50	PARAMEDIC CME
GATZ	3-Apr	3.00	4.50	PARAMEDIC CME
JANSEN	3-Apr	3.00	4.50	PARAMEDIC CME
ANNEN	3-Apr	2.33	3.50	OFFICERS MEETING
BALCER	3-Apr	2.33	3.50	OFFICERS MEETING
DALCHOW	3-Apr	2.33	3.50	OFFICERS MEETING
WEYERS	3-Apr	2.33	3.50	OFFICERS MEETING
ANNEN	3-Apr	2.50	4.25	FIRE TRAINING
ANNEN	4-Apr	2.33	3.50	FIRE TRAINING
ANNEN	4-Apr	1.00	3.00	FIRE STANDBY
BROWN	4-Apr	1.00	3.00	FIRE STANDBY
PUETZ	5-Apr	2.50	3.75	WORK OVER FIRE
CODY	5-Apr	2.50	3.75	WORK OVER FIRE
PANSIER	5-Apr	2.50	3.75	WORK OVER FIRE
DEVILEY	6-Apr	1.50	2.25	EMS TRAINING
DALCHOW	9-Apr	1.00	1.50	FIRE TRAINING
NELSON	9-Apr	1.00	1.50	FIRE TRAINING
BALCER	10-Apr	1.00	3.00	EMS STANDBY
BALCER	12-Apr	1.00	3.00	EMS STANDBY
DALCHOW	12-Apr	1.00	3.00	EMS STANDBY
ANNEN	13-Apr	1.00	3.00	EMS STANDBY
PANSIER	16-Apr	1.50	3.00	EMS STANDBY
WITT	16-Apr	1.50	3.00	EMS STANDBY
YOUNG	16-Apr	1.50	3.00	EMS STANDBY
ANNEN	17-Apr	1.50	3.00	FIRE STANDBY
DALCHOW	17-Apr	1.50	3.00	FIRE STANDBY
JANSEN	17-Apr	1.50	3.00	FIRE STANDBY
THOMSON	18-Apr	3.33	5.00	EMS TRAINING
DALCHOW	21-Apr	1.00	3.00	EMS STANDBY
RIEDI	21-Apr	6.50	6.50	FIRE TRAINING
DALCHOW	21-Apr	3.00	4.50	WORK OVER EMS
WEYERS	21-Apr	3.00	4.50	WORK OVER EMS
BALCER	22-Apr	1.00	3.00	EMS STANDBY
BALCER	23-Apr	3.00	4.50	EMS TRAINING
CODY	23-Apr	3.00	4.50	EMS TRAINING
DALCHOW	23-Apr	3.00	4.50	EMS TRAINING
HENDRICKS, TM.	23-Apr	3.00	4.50	EMS TRAINING
MATZKE	23-Apr	3.00	4.50	EMS TRAINING
NELSON	23-Apr	3.00	4.50	EMS TRAINING
WEYERS	23-Apr	3.00	4.50	EMS TRAINING
WITT	24-Apr	2.00	3.00	EMS STANDBY
ANNEN	24-Apr	8.00	8.00	FIRE TRAINING
BROWN	24-Apr	7.25	7.25	FIRE TRAINING
JANSEN	24-Apr	8.00	8.00	FIRE TRAINING
HENDRICKS, TM.	24-Apr	8.00	8.00	FIRE TRAINING
NELSON	24-Apr	6.50	6.50	FIRE TRAINING
ANNEN	24-Apr	3.00	4.50	PARAMEDIC CME
PUETZ	24-Apr	3.00	4.50	PARAMEDIC CME
RIEDI	25-Apr	2.00	3.00	PUB. EDUCATION

TEWS	25-Apr	2.00	3.00	PUB. EDUCATION
THOMSON	25-Apr	2.00	3.00	PUB. EDUCATION
PANSIER	25-Apr	3.00	4.50	PUB. EDUCATION
WEYERS	25-Apr	9.00	13.50	EMS TRAINING
WEYERS	26-Apr	9.00	13.50	EMS TRAINING
BALCER	26-Apr	1.50	3.00	EMS STANDBY
WESSLEY	26-Apr	1.00	3.00	EMS STANDBY
WITT	27-Apr	1.50	3.00	EMS STANDBY
NELSON	27-Apr	3.00	4.50	STAFFING REPLACEMENT
BALCER	28-Apr	1.00	3.00	EMS STANDBY
PANSIER	28-Apr	1.00	3.00	EMS STANDBY
WITT	29-Apr	1.25	3.00	EMS STANDBY
YOUNG	29-Apr	1.25	3.00	EMS STANDBY
	TOTAL	175.23	266.00	

DE PERE FIRE RESCUE REPORT
FOR THE MONTH OF APRIL 2012

RUN LOCATION	CITY OF DE PERE		TOWN OF LEDGEVIEW		TOWN OF LAWRENCE		MUTUAL AID RESPONSES		TOTALS	
	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD	MONTH	YTD
TOTAL RUNS	100	394	21	64	24	84	7	14	152	556
RUNS TRANSPORTED	75	316	18	54	15	58	5	9	113	437
ALS RUNS	53	205	11	39	12	40	2	3	78	287
%ALS OF RUNS TRANS.	71%	65%	61%	72%	80%	69%	40%	33%	69%	66%
%ALS/ALL RUNS	53%	52%	52%	61%	50%	48%	29%	21%	51%	52%

RUN DESTINATION

	MONTH	YTD
AURORA	17	63
BELLIN	20	100
ST. MARYS	12	57
ST. VINCENT	64	212
NO TRANSPORT	39	124
TOTAL	152	556

TOTALS ARE CORRECT

MUTUAL AID GIVEN

RUN #	*AGENCY*	*TYPE*
459	ASHWAUBENON	FULLSQD.
489	ASHWAUBENON	FULLSQD.
495	ASHWAUBENON	FULLSQD.
544	ASHWAUBENON	1 PARA.
563	ASHWAUBENON	FULLSQD.
564	ASHWAUBENON	FULLSQD.
583	ASHWAUBENON	FULLSQD.

MUTUAL AID RECEIVED

RUN #	*AGENCY*	*TYPE*
498	ASHWAUBENON	FULLSQD.

APRIL, 2012

***OVERTIME CAUSED BY SICK LEAVE**

DATE	HOURS SICK LEAVE	OVERTIME
4-27	3	4.5
TOTAL		

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

MORE THAN 3 STAND BYS CALLED IN

CALL NO.	NO. ON DUTY	STANDBYS CALLED	GOT	REASON
460	7	4	2	2 calls within minutes of each other
475	7	4	0	2 calls within minutes of each other
489	8	4	1	2 calls within minutes of each other
507	8	4	1	2 calls within minutes of each other
525	8	4	3	2 calls within minutes of each other
534	9	4	3	Grass fire
545	8	4	0	2 calls within minutes of each other
559	6	4	1	2 calls within minutes of each other
575	7	4	1	2 calls within minutes of each other
589	6	4	1	Patient pulseless, non-breathing
605	7	4	2	MVA rollover

DE PERE FIRE RESCUE
APRIL, 2012

*OVERTIME CAUSED BY SICK LEAVE

DATE	HOURS SICK LEAVE	OVERTIME
4-27	3	4.5
TOTAL		

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

MORE THAN 3 STAND BYS CALLED IN

CALL NO.	NO. ON DUTY	STANDBYS CALLED	GOT	REASON
460	7	4	2	2 calls within minutes of each other
475	7	4	0	2 calls within minutes of each other
489	8	4	1	2 calls within minutes of each other
507	8	4	1	2 calls within minutes of each other
525	8	4	3	2 calls within minutes of each other
534	9	4	3	Grass fire
545	8	4	0	2 calls within minutes of each other
559	6	4	1	2 calls within minutes of each other
575	7	4	1	2 calls within minutes of each other
589	6	4	1	Patient pulseless, non-breathing
605	7	4	2	MVA rollover

Fire Department, City of De Pere, WI

Monthly Standby Activity Report

Date Between {04/01/2012} And {04/30/2012}

Date:	Activity Code	Activities Performed	Total Hrs	Pct Hrs
04/04/2012	4-2 Called 4, got 2	Answer Phones	01:00	4.17 %
04/04/2012	4-2 Called 4, got 2	Inventory Replenishment	01:00	4.17 %
04/10/2012	4-1 Called 4, got 1	Inventory Replenishment	01:04	4.46 %
04/12/2012	2-2 Called 2, got 2	Inventory Replenishment	01:00	4.17 %
04/12/2012	2-2 Called 2, got 2	Assist Public	01:00	4.17 %
04/13/2012	4-1 Called 4, got 1	Answer Phones	01:04	4.46 %
04/17/2012	4-3 Called 4, got 3	Other Activities	04:21	18.17 %
04/22/2012	2-1 Called 2, got 1	Inventory Replenishment	01:04	4.46 %
04/24/2012	4-1 Called 4, got 1	Inventory Replenishment	01:51	7.72 %
04/26/2012	3-2 Called 3, got 2	Inventory Replenishment	01:19	5.51 %
04/26/2012	3-2 Called 3, got 2	Emergency Response	01:19	5.51 %
04/27/2012	4-1 Called 4, got 1	Inventory Replenishment	01:09	4.80 %
04/28/2012	2-1 Called 2, got 1	Inventory Replenishment	01:00	4.17 %
04/28/2012	2-2 Called 2, got 2	Inventory Replenishment	02:00	8.35 %
04/29/2012	4-2 Called 4, got 2	Inventory Replenishment	01:22	5.72 %
04/29/2012	4-2 Called 4, got 2	Reports Writing	01:22	5.72 %
04/21/2012	4-1 Called 4, got 1	Preplanning	01:00	4.17 %
		19	23:56	

Fire Department, City of De Pere, WI

Monthly No Standby's Responded Report

Date Between {04/01/2012} And {04/30/2012}

Activity Code	Number of Incidents	Total Hrs	Pct Hrs
2-0 Called 2, got 0	1	01:00	6.67%
3-0 Called 3, got 0	1	00:58	6.53%
4-0 Called 4, got 0	2	02:07	14.20%
4-1 Called 4, got 1	5	06:08	40.96%
4-2 Called 4, got 2	4	04:44	31.62%
	13	**14:59**	

Item #4

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2012

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	111.00	69.00	49.50	59.25									288.75
OFFICER WORKED ON HOLIDAY	169.75	10.00	12.00	32.50									224.25
OFFICER FOR COURT	15.00	18.00	6.00	20.25									59.25
OFFICER TRAINING	31.00	13.00	40.25	120.50									204.75
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING		8.25											8.25
STAFFING LEVEL	133.50	79.50	23.25	53.25									289.50
INVESTIGATION	142.25	68.75	38.25	56.50									305.75
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	31.50	43.00	56.25	27.00									157.75
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		11.25		10.50									21.75
MISCELLANEOUS	5.75	16.50	4.00	11.50									37.75
MISCELLANEOUS REIMBURSED	72.75	95.50	63.25	127.50									359.00
Gross OFFICER OVERTIME	712.50	432.75	292.75	518.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1956.75
SUBTOTAL REIMBURSED OVERTIME	(104.25)	(149.75)	(119.50)	(165.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(538.50)
NET OFFICER OVERTIME	608.25	283.00	173.25	353.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1418.25
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget:	**$130,000.00**
Expenditures through	**$19,324.00**
Percent of Total Budget:	**14.86%**

NOTES:

* Period 12/24/2011 - 2/3/2012	+Period 3/31/2012 - 4/27/2012	#Period	^^^Period
**Period 2/4/2012 - 3/2/2012	++Period	##Period	*+Period
***Period 3/3/2012 - 3/30/2012	^Period	^^Period	*+*Period

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2011

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

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

NOTES:

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

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2010

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	24.00	36.00	71.25	41.75	43.50	42.00	52.50	48.00	90.25	36.00	54.00	76.50	615.75
OFFICER WORKED ON HOLIDAY	93.50	12.00	37.50	8.00	12.00	87.75	56.50	4.00	109.00	8.00	67.75	31.00	527.00
OFFICER FOR COURT	20.25	6.00	27.00	9.00	15.00	7.50	18.00	21.00	32.25	9.00	15.00	24.00	204.00
OFFICER TRAINING	42.50	26.25	88.25	205.25	87.00	64.00	18.50	23.50	144.00	118.50	42.00	49.25	909.00
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	10.50	20.00	19.50	12.00	3.50	6.00	13.50		0.75	12.00	21.00	6.00	124.75
STAFFING LEVEL	135.00	149.75	259.00	218.50	344.25	339.25	251.00	487.00	204.00	118.75	228.25	68.25	2803.00
INVESTIGATION	77.75	87.25	157.75	161.50	111.00	70.75	106.75	143.00	104.50	123.00	63.25	123.75	1330.25
HONOR GUARD FOR FUNERAL					9.75								9.75
SCHOOL LIAISON REIMBURSED	24.75	30.75	102.00	26.25	18.75	44.25		13.50	64.25	42.75	22.50	10.50	400.25
COMMUNITY RELATIONS			3.50			0.00		6.00		1.50			11.00
SPECIAL ASSIGNMENT		11.25	13.50	18.50	12.00	273.50		16.50	24.75	22.00			392.00
SPECIAL ASSIGNMENT REIMBURSED												13.50	13.50
MISCELLANEOUS	5.25	7.25	21.50	44.25	7.25	19.00	2.25	78.50	33.25	19.50	6.75	3.75	248.50
MISCELLANEOUS REIMBURSED													0.00
OFFICER TOTAL OVERTIME	433.50	386.50	800.75	745.00	664.00	954.00	519.00	841.00	807.00	511.00	520.50	406.50	7588.75
SECRETARY TOTAL OVERTIME	0.00	0.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.75
TOTAL OVERTIME	**433.50**	**387.25**	**800.75**	**745.00**	**664.00**	**954.00**	**519.00**	**841.00**	**807.00**	**511.00**	**520.50**	**406.50**	**7589.50**

NOTES:

* Period 12/26/2009 - 1/22/2010
**Period 1/23/2010 - 2/19/2010
***Period 2/20/2010 - 4/2/2010
+Period 4/3/2010 - 4/30/2010
++Period 5/01/2010 - 5/28/2010
^Period 5/29/2010 - 6/25/2010
#Period 6/26/2010 - 7/23/2010
##Period 7/24/2010 - 9/3/2010
^^Period 9/4/2010 - 10/1/2010
^^^Period 10/2/2010 - 10/29/2010
*+Period 10/30/2010 - 11/26/2010
*+*Period 11/27/2010 - 12/24/2010

DE PERE ENGINEERING DEPARTMENT
MONTHLY OVERTIME REPORT
April 2012

EMPLOYEE	DATE	OT HOURS	REASON
Lax, Scott			
Total Lax		**0.00**	
Krzewina, Bob	4/6/2012	3.00	Call In - Locates
Total Krzewina		**3.00**	
Simons, Dan	4/16/2012	2.00	12-01A Utility Relay- Main Ave
	4/17/2012	4.00	12-01A Utility Relay- Main Ave
	4/18/2012	1.00	12-01A Utility Relay- Main Ave
	4/19/2012	1.50	12-01A Utility Relay- Main Ave
Total Simons		**8.50**	
Stansfield. Tom	4/21/2012	3.00	Call In - Locates
	4/17/2012	3.00	Call In - Locates
Total Stansfield		**6.00**	
SUB-TOTAL ENG		**17.50**	
PART-TIME ENG.			
SUB-TOTAL PART-TIME		**0.00**	
Grand Total O.T. For April		**17.50**	
Year-to-Date % of Budget		**2.72%**	
Grand Total of Reimbursable O.T. (hrs.)			
Year to Date % of Budget Not Including Reimbursable O.T.			

* Cost reimbursable to City

2008 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	16.50	12.00	8.50	37.50	19.50	97.50	66.25	83.50	33.50	56.00	12.50	0.00	**443.25**
PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	4.00	0.00	0.00	0.00	0.00	**4.00**

2009 ENGINEERING DEPARTMENT OVERTIME

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

2010 ENGINEERING DEPARTMENT OVERTIME

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

2011 ENGINEERING DEPARTMENT OVERTIME

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

2012 ENGINEERING DEPARTMENT OVERTIME

	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
FULL-TIME	0.00	0.00	4.00	17.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**21.50**
PART-TIME	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**
Reimbursable OT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	**0.00**

CITY OF DE PERE MEMORANDUM
POLICE DEPARTMENT

To: Finance and Personnel Committee

From: Derek A. Beiderwieden, Chief of Police

Date: April 26, 2012

Subject: Donation Acceptance from De Pere Christian Outreach

The De Pere Police Department has been presented a $500.00 donation from the De Pere Christian outreach designated to be used toward the department K-9. Please accept this generous donation.

A thank you will be sent.

If you have any questions about the donation please contact me at 339-4075.

CITY OF DE PERE MEMORANDUM
POLICE DEPARTMENT

To: Finance and Personnel Committee

From: Derek A. Beiderwieden, Chief of Police

Date: May 1, 2012

Subject: Acceptance of Donation

The Department honor guard is travelling to Washington DC for the Police Week events and ceremonies May 12-15, 2012. As part of the approval of the out-of-state trip was the mention of a donation to cover gasoline expenses for the travel vehicle. Margueritte Gardner has graciously agreed to pay for the gasoline expenses for the trip and I would like to have the council accept the $500 donation from her for that purpose.

If you should have any questions about the trip or the donation please contact me at 339-4075. Thank you in advance.

CITY OF DE PERE

Fire Rescue Department
400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4086
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org

April 16, 2012

Finance Committee
City of De Pere

Re: Siren Bid Project

Pursuant to earlier discussions and pursuant to the direction of the De Pere Finance/Personnel Committee, the De Pere Fire Rescue Department requested proposals for the following:

One (1) electro-mechanical outdoor emergency notification sirens in a turnkey operation.

Proposals were received at the City of De Pere, Fire Department until 3:00 P.M. on **Thursday, April 5, 2012**. Bids were opened at 3:02 pm in accordance with city policy and procedure.

Three companies bid on the Project:

AMERICAN SIGNAL CORP. – MILWAUKEE ----	Total **$16,790.00 ($33,580.00)**
ELECTRICAL SERVICES – KAUKAUNA ----	Total **$17,788.00 ($35,576.00)**
FEDERAL SIGNAL CORP. – UNIVERSITY PARK ILL ----	Total **$40,783.00 ($20,391.50)**

All bidders met the specifications and bid requirements. Full review was conducted on the proposals. The other bidders were quite qualified and offered a very good product.

All bidders bid on two sirens one to be installed in De Pere and One to be installed in Ledgeview.

It is the recommendation of the fire department that the City approve the purchase of one (1) electro-mechanical outdoor emergency notification sirens from:

AMERICAN SIGNAL CORP. – MILWAUKEE ---- Total $16,790.00

The city budget for the tornado siren is $19,500.00.

If you have any questions or would like to review additional information, feel free to contact me.

Sincerely:
Robert Kiser
Fire Chief

CITY OF DE PERE

Fire Rescue Department
400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4087
Fax No.: (920) 403-7883
e-mail: dpfire@mail.de-pere.org

April 25, 2012

Finance Committee
City of De Pere

Re: Request to Purchase Trainer
From Act 102 funds

The De Pere Fire Rescue department receives funding from the State of Wisconsin EMS Division in to assist in purchasing needed equipment outside the normal operations. Act 102 funds have been used for EMS training, purchase of rescue airbags, replacement of the cold-water rescue suits and Cardiac Monitors.

The department paramedics do a great deal of advance life support airway care including CPAP and intubation of a patient's airway. With the use of CPAP a system of improving breathing in critical respiratory distress, the paramedics are intubating patients less.

The medical director has required all paramedics to seek additional skill time in the procedure of intubation.

Members can do this training one of three ways:

1. Attend additional training through NWTC.
2. Seek training at the local hospitals through hospital in-service training.
3. Develop an in-house program.

Both items 1 & 2 will require additional training costs and overtime for attendance off duty.

In an effort to keep cost down, Item 3 can be conducted on duty during an afternoon training session conducted several times throughout the year.

In order to develop an in-house program, the department needs to purchase an Advance Airway Management Trainer. The trainer is designed to allow students to perform intubation and other airway procedures in an effort to maintain these skills. The trainer will be used monthly in an effort to maintain skills as required by the department medical director.

The department is requesting the use of ACT 102 funds be used to purchase the Advance Airway Management Trainer (shipping and supplies) for a cost not to exceed $2,000.00. (currently the account has $9,900.00)

The department is requesting approval to use up to $2,000.00 from the Act 102 funds.

If you have any questions, feel free to contact me. Listed below is the list of equipment and pricing.

Sincerely,

Robert Kiser
Fire Chief
De Pere Fire Rescue
rkiser@mail.de-pere.org
920-339-4085

Nasco Health Care - Advance Airway Management Trainer $1,600.95 plus shipping
Intubation supplies, cleaning agents (startup cost) $350.00.

Item #10

Memorandum

To: Finance Committee

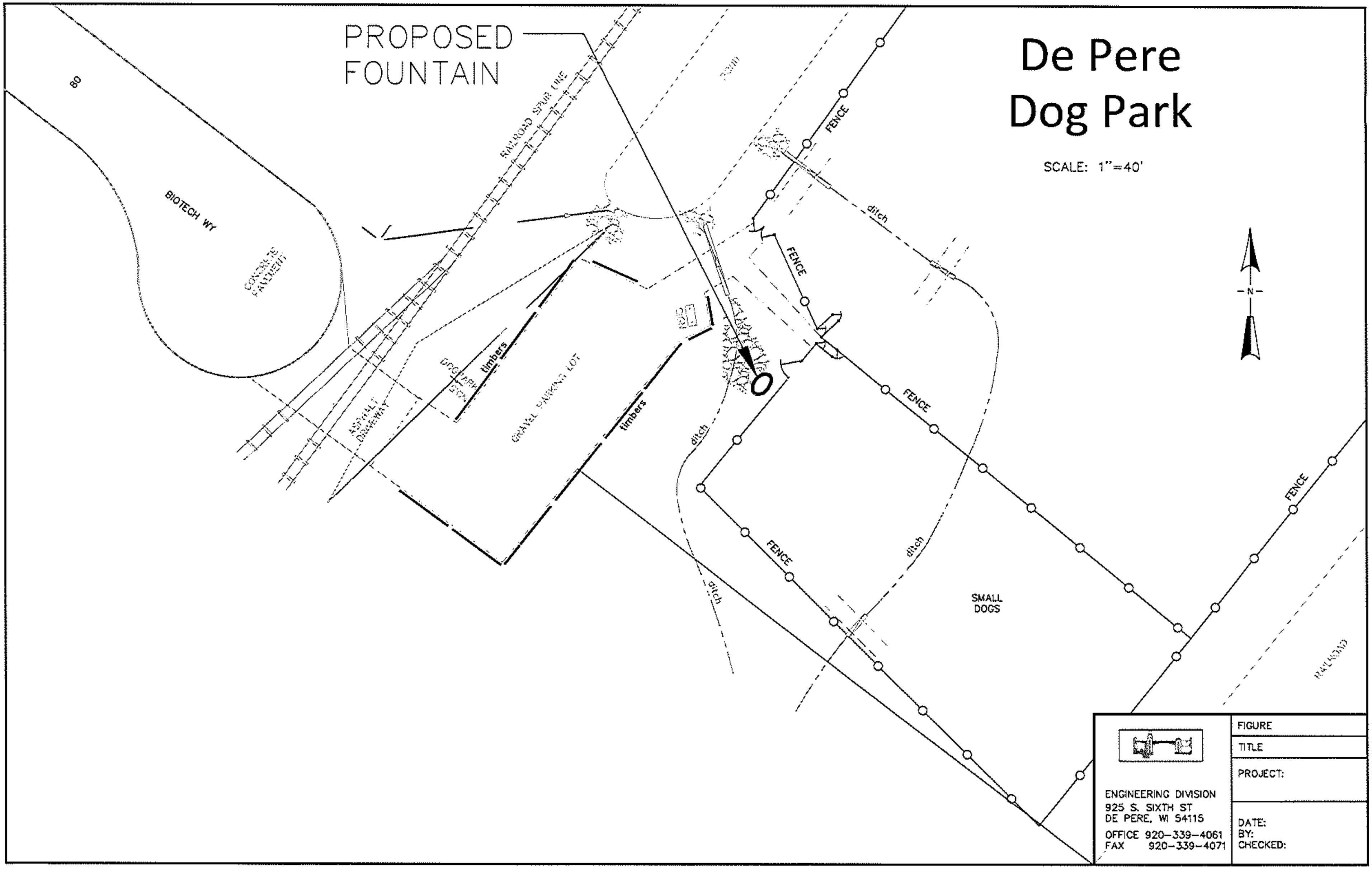
From: Marty J. Kosobucki, Director of Parks, Recreation and Forestry

Re: Consider water fountain at Dog Park

Date: May 8, 2012

Issue: The Board of Park Commissioners is seeking approval to put in water at the dog park. The installation of the water would cost approximately $2000 and would be funded from the Dog Park Fund. The cost of the water for 2012 is being donated by Mike Stumpf, however the City would include this expense in our 2013 budget proposal.

Background: The De Pere Dog Park has become one of our highest used parks in a short amount of time. It is a highly successful park that receives a high amount of traffic on a daily basis. Currently, there is no water source at the park. The Dog Park Committee is proposing to install a water fountain outside of the fenced in area that will look similar to a drinking fountain. The fountain will have an automatic shut off to ensure water is conserved. The Dog Park Committee feels water is a necessary amenity at the park considering the amount of high activity dogs go through while they are in the park.


De Pere
Dog Park
SCALE: 1"=40'
PROPOSED
FOUNTAIN
N
BIOTECH WY
80
RAILROAD SPUR LINE
FENCE
FENCE
FENCE
FENCE
FENCE
ditch
ditch
ditch
ditch
timbers
timbers
GRAVEL PARKING LOT
ASPHALT DRIVEWAY
SMALL DOGS
RAILROAD
FIGURE
TITLE
PROJECT:
ENGINEERING DIVISION
925 S. SIXTH ST
DE PERE, WI 54115
OFFICE 920-339-4061
FAX 920-339-4071
DATE:
BY:
CHECKED:

CITY OF DE PERE

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

May 8, 2012

To: Finance Committee

From: Ken Pabich, Director of Planning and Economic Development

RE: Offer to Purchase Property - Parcel WD-1622

Fresh Start – Utech LLC has placed an offer to purchase WD-1622 which is located on American Court in the West De Pere Business Park. Utech Consulting will construct a new office building for their corporate home which will be approximately 6,000 square feet. The property is 1.57 acres and has a value of $78,500. The offer to purchase is for the full asking price; however it includes a Tax Increment incentive of 5% on the guaranteed value of the property. The project will also include a 15% Tax Increment incentive in a form of a developer grant.

While the final value of the project is not set, it is projected to be approximately $600,000 which would make the sale price of the property as follows:

WD-1622 full value price:	$ 78,500
Projected value of project:	$600,000
5% TID incentive:	$ 30,000
Sale Price:	$ 48,500

If the value of the guaranteed value for the project is low or higher than the $600,000, the developers agreement would be adjusted appropriately.

Recommendation

Staff would recommend the Finance Committee accept the offer for the property and authorize staff to negotiate the terms of the sale and develop the appropriate sale documents.

UTECH
CONSULTING, INC

May 3, 2012

Kenneth Pabich
Director of Planning and Economic Development
334 South Broadway Street
De Pere, WI 54115

Ken,

Thank you for taking the time to meet with us and for being so responsive. The intention of this letter is to express Utech Consulting, Inc.'s interest in property WD-1622. This lot would be purchased through *Fresh Start – Utech, LLC*, a division of Utech Consulting, Inc. The numbers discussed are:

Land Sale WD-1622	
Full Value	$78,500
Incentive Sale Price	$48,500
5% Land Sale Incentive	$30,000

This is based on a guaranteed value of the entire building project being $600,000. The Tid Developer Grant is 15%, which would equate to $90,000. This amount can adjust based on final budget being higher or lower than the anticipated $600,000 building project. The Land Sale Incentive combined with the Tid Developer grant amounts to a $120,000 value.

We would hope to break ground late June 2012 and move into the new building late fall 2012.

Thank you for your consideration and we look forward to working with you!

Sincerely,

Christine Utech

Christine Utech, President
Utech Consulting, Inc.
3313 Packerland Dr., Suite D
De Pere, WI 54115
office: (920) 983-0707
chris@utech-consulting.com

CITY OF DE PERE

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

May 15, 2012

To: Finance Committee

From: Ken Pabich, Director of Planning and Economic Development

RE: Tax Increment District (TID) #10 Creation

In 2011, the City held off on the creation of a Tax Finance District in the East Industrial Park. It was placed on hold due to the timing of projects planned within the proposed district and the slow economy. Staff is recommending the City proceed with the creation of the Tax Finance District based on the amount of activity that is occurring (please see map of the proposed area).

At the time of the writing, staff was working on obtaining quotes from consultants for guiding the City through creating the District. This work would include the project schedule, plan analysis and development and assisting with State submittal where necessary.

Staff would recommend approval for the creation of the new tax increment district. Staff plans to have quotes on the project to present at the meeting.

MAP 1: Proposed Boundary to Tax Increment District #10

City of De Pere

May 2012

MEMO CITY OF DE PERE

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director SM
Re: Consideration of 2012-2013 Insurance Liability Policy Renewals
Date: May 3, 2012

We have been working with our broker, Arthur J. Gallagher and Liberty Mutual (formerly Wausau) Insurance Company on the City's liability policy renewals for the upcoming year. Listed below are the 2011/2012 expiring premiums, and the 2012/2013 renewal premiums.

Policy	2011/2012 Current Premiums	2012/2013 Renewal Premiums
Workers Compensation	$263,804	$279,474
General Liability	$41,152	$42,630
Business Auto	$40,754	$47,533
Police Professional	$24,381	$25,197
Umbrella	$6,114	$7,417
Railroad Protective	$1,075	$1,075
Boiler and Machinery (equipment breakdown)	$5,490	$5,655
Crime – yearly premium is set for a three year period (2010-2013)	$1,077	$1,077
Public Officials	$25,878	$25,716
General Liability-GL/Line Spur	$1,303	$1,303
Umbrella Liability-Line Spur	$2,325	$2,325
Total	**$413,353**	**$439,402**

This renewal represents an overall increase of $26,049 or 6.3%. Our rates last year increased 1.09% and the year before that we had an 11.8% increase. Therefore, a 6.3% increase is an average increase, and is in line.

The largest increase we have with this renewal was with our automobile coverage going up 16.6%. This is due to insuring more vehicles and the fact that we had a higher number of claims last year. The umbrella coverage is up 21.3% due to the fact that our other coverage increased.

For your information, we seek bids on these lines of coverage approximately every 5 years with the coverage renewing in June. Our crime policy renews every three years, and it is not up for renewal until next year. Also, for your information, rolled into our coverage is terrorism insurance.

The type of insurance we are lacking is with cyber liability. Cyber liability is one of the fastest growing areas of concern that employers have to deal with. The number of cyber-attacks and data breaches has increase significantly in recent years. These include accidental release of social security numbers, health related information, credit card numbers, hard copies of documents if lost or stolen, etc. Currently, if the City would have a cyber-attack and/or a data breach, we would not have any insurance to cover that and that could have a considerable financial impact on the City including the cost of lawsuits, crisis management and notification to the affected parties. The attached document discusses additional reasons for the need for this type of coverage.

With the assistance of our insurance broker, we obtained quotes from three different organizations that provide cyber liability coverage. The annual premiums for coverage are as follows:

- Chartis-$10,792 - Admitted
- Beazley $14,750 – Non-Admitted
- Eclipse PRO $18,505 – Non-Admitted

We reviewed the proposals, and we recommend going with the Chartis insurance company. Chartis has the lowest annual premium, the lowest deductible, and their focus is insuring government entities. In addition, they are an admitted company which means this insurance contract is regulated by state government, which affords another level of protection and comfort for a government entity. Because of the size of Chartis, they have a vast amount of resources available if required or needed.

We have the appropriate amount of funds to cover an annual premium for 2012. Liability insurance is paid for out of the general fund, water utilities and some larger departments.

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

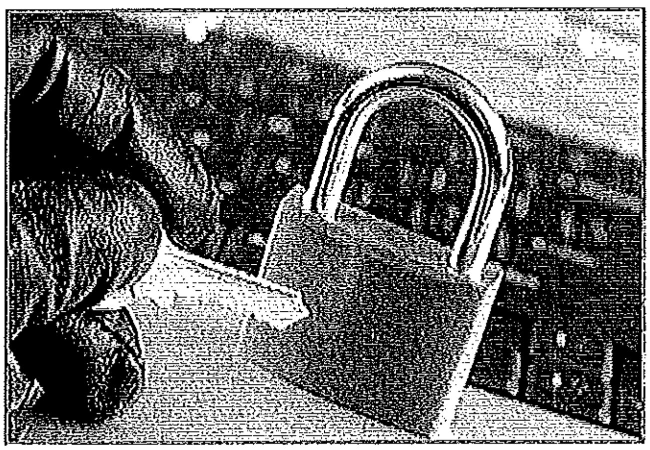
Thank you.

cc: Lawrence Delo, City Administrator

Property Casualty 360

5 Misconceptions about Cyber Liability and Public Entities

BY JOHN A. SOLARI
April 18, 2012 • Reprints



The number of cyber attacks and data breaches has increased significantly in recent years, and public entities are not exempt. These "cyber events" include the theft or release of personally identifiable information such as Social Security numbers from a computer system, the transmission of malware from a computer to a third party or a "denial of service" attack that results in the inability to use computers or websites.

These incidents can have a considerable financial impact on a public entity, including the cost of lawsuits, crisis management and notification of the affected parties. They can also lead to a public relations nightmare.

But despite these facts, some public entities continue to believe they are not truly susceptible to a cyber event. Why?

Read related: "Corporate Identity Theft."

Here are some of the more common misconceptions held by public entities concerning their vulnerability:

1. **"Public entities are not a target for cyber attacks."** Actually, public entities are a perfect target for cyber attacks considering the amount of confidential information in their possession. There is probably no other type of organization, other than a bank or financial institution, that stores more personally identifiable information. It's not uncommon for a public entity to have an individual's Social Security number, income statements, bank account numbers, driver's license number and even credit card information. In addition, public entities typically have confidential personal medical and health information for all of their employees.

2. **"We have the latest technology and software available to protect our electronic information and systems."** The growing number of cyber attacks (more than 500 million records breached since 2005) at both large and small organizations--even those with the most sophisticated software protection--demonstrates that no organization can be sure they are not susceptible. One of the most common causes of privacy information breaches today is not hacking, but human error. When confidential information is stored outside the network system on laptops, smartphones or other electric storage devices, it can be compromised when the device is lost or stolen.

3. **"Even if our network is breached, we are covered under our general liability or other insurance policies."** General liability insurance commonly provides coverage for "bodily injury" and "property damage." Property damage typically means physical injury to tangible property, including the resulting loss of use of that property. However, electronic data is not tangible property and is not covered. In addition, property insurance, crime insurance and professional errors and omissions insurance do not typically provide coverage for cyber liability and notification requirement expenses.

Read related: "FBI Says Cyber Risk to Surpass Terror Risk."

4. **"Cyber liability notification requirements only apply to commercial businesses."** Currently, in addition to federal regulations, more than 45 states have enacted legislation to protect consumer privacy. These state and federal requirements apply to for-profit and not-for-profit organizations, including public entities. Both state and federal agencies may investigate and take action against any organization that is negligent in the handling of confidential personal information.

5. **"If we had a data breach, we could handle the notification requirements ourselves."** Most public entities would have difficulty complying with state and federal notification requirements in the event of a data breach. It is also common for goodwill purposes to provide credit monitoring services and identity theft education and assistance for the affected party. Most public entities would not have the expertise and staff to provide these types of additional goodwill services for the affected party.

So how can public entities protect themselves?

First, assess the exposure. Start with a comprehensive review of the public entity's entire computer system and safeguards, with an internal review by a dedicated individual or team, or by an independent firm specializing in computer system security evaluation. In either case, every aspect of the computer system should be analyzed to determine any weaknesses or areas of susceptibility that need to be addressed.

Once the evaluation is complete, all improvements to secure the computer system should be undertaken as soon as possible. This may include improvements and formalization of internal safety procedures, as well as the purchase of new or additional hardware and/or software to safeguard the computer system and integrity of the confidential information.

Second, every public entity should consider pubchasing crisis management/notification expense coverage and cyber liability coverage. For first-party crisis management/notification expense coverage, the product and services available vary from carrier to carrier, but coverage for a public entity should include:

Read related: "10 Tips When Considering Cyber Insurance."

- A computer forensic analysis to determine the cause and extent of the privacy breach
- A crisis management review and advice from an approved independent crisis management or legal firm
- Expenses associated with notifying affected parties to maintain goodwill or comply with any notification requirements imposed by law
- Call center services for credit monitoring as well as identity theft education and assistance for affected individuals.

Third-party cyber liability coverage is typically provided to protect the public entity for the following:

- Liability arising out of the unauthorized access of confidential information from the public entity's computer system or the accidental release of confidential information from its computer system
- Liability arising out of the transmission of malware from the public entity's computer system to a third party.

This combination of crisis management and cyber liability coverage can help protect a public entity's image and assets in the event of a cyber attack.

COMMENTS

Like

Showing 1 comment

Tommoore75

IRMI put out a good whitepaper on Cyber exposure that I found useful.
http://www.irmi.com/go/privacy

1 week ago

Trackback URL

http://disqus.com/forums/pc360/5_misconceptions_about_cyber_liability_and_public_entities/trackback/

Item #14

Memo City of De Pere

To:	Members of the Finance/Personnel Committee
From:	Shannon Metzler, Human Resources Director SM
	Lawrence Delo, City Administrator
RE:	Consider Recommendation to Update the Merit Pay Policy For Non-Represented Employees
Date:	May 3, 2012

The Merit Pay Policy, which is tied to performance evaluations, was approved on June 14, 2011 for non-represented employees. We have made minor changes to the performance evaluations, and, therefore, we are recommending that the Policy be updated.

The first change to the performance evaluation is that we decreased the number of performance review categories. Although employees will continue to be rated with the same categories as before, a few of the categories were combined, which amounts to fewer rating categories.

The second change concerns disbursement amounts. The disbursement amounts were adjusted so the total amount of disbursement is the same as it currently is. The only exception to that are the disbursements for supervisory staff. The review categories for supervisory staff were changed from nine (9) categories to six (6) categories. Keeping the same amount of disbursement per section, that amount is $67.5 and $97.5. To keep the amounts a whole number, the amounts were rounded up to $70 and $100, respectively.

The wording of the ratings for the performance evaluation changed as well. All performance evaluations now have the same verbiage, with the exception of the City Administrator's performance evaluation.

The last change to the Policy is that we added language under the employee eligibility area. Specifically, language was added to define how to administer merit pay to employees that have worked for the City longer than twelve months, but have not been in a non-represented position for at least twelve months during the evaluation period. In those situations, we will prorate the merit pay based on the amount of months spent working in the non-represented position.

The updated Policy is attached, which outlines the changes being proposed.

If you questions in advance of the meeting, please call Shannon Metzler at 339-4045 or Lawrence Delo at 339-4044. Thank you.

Attachment

MERIT PAY POLICY FOR NON-REPRESENTED EMPLOYEES

~~June 8, 2011~~ May 3, 2012

1. Funding For Merit Pay
   a. Total funds to be used for employee merit pay will be recommended by the Mayor annually as part of the proposed executive budget.
   b. Total funds to be used for employee merit pay will be determined by the Common Council annually as part of the annual budget approval process.
2. Employee Eligibility
   a. Permanent full-time employees, and part-time employees who are working 20 or more hours per week (i.e., employees who are eligible for insurance benefits)
   b. Need to be employed with the City a minimum of 12 consecutive months in year merit pay is based.
   c. Merit pay will be pro-rated based on time working in a non-represented position if less than 12-months of the review period
   d. For part-time employees, merit pay shall be prorated as a percentage of a 2,080 hour annual work schedule
   e. An annual performance evaluation needs to be completed for the year the merit pay is based
      i. The employee must meet or exceed expectations in all areas of the performance evaluation for year merit pay is based
      ii. Employees that do not meet expectations in any area of the performance evaluation for the year the merit pay is based are not eligible for merit pay
      iii. Employees must be actively employed at the time of the merit pay disbursement to be eligible (employees that are on paid or unpaid leave due to disciplinary action by the City are not considered actively employed for purposes of merit pay eligibility)
3. Performance Evaluation Format and Control
   a. All performance evaluation forms need to be pre-approved by the Human Resources Director to ensure consistency and fairness
   b. All completed performance evaluations will be reviewed by the Human Resources Director to manage the consistency and quality of evaluations prior to being presented to the employee being evaluated
4. Merit Pay Disbursement Formulas
   a. Department Heads are reviewed utilizing ~~six~~ five review ~~category performance evaluation format~~ categories (Budget Management; Supervisory Skills;

Interdepartmental Cooperation/Support; Customer Service/Public Relations; ~~Innovation to Improve Operations~~; and Performance Management)

   i. ~~$75~~ $90 for each review category the employee exceeds expectations in ~~one or more~~ most applicable elements of the performance review category
   ii. ~~$100~~ $120 for each review category the employee exceeds expectations in all applicable elements of the performance review category

b. ~~Management~~ Supervisory Staff are reviewed utilizing ~~a nine~~ six review ~~category performance evaluation format~~ categories (Knowledge/Learning; Customer ~~& Client Service~~ Service/Teamwork/Communication; Productivity/Quality/Planning; Accountability/Integrity/Availability; ~~Planning; Communication Skills; Cooperation & Teamwork;~~ Innovation/Initiative; and Leadership Skills)
   i. ~~$45~~ $70 for each review category the employee exceeds expectations in ~~one or more~~ most applicable elements of the performance review category
   ii. ~~$65~~ $100 for each review category the employee exceeds expectations in all applicable elements of the performance review category

c. Administrative and Secretarial Staff are reviewed utilizing ~~an eight~~ five review categories (Knowledge/Learning; Customer ~~& Client~~ Service/Teamwork/Communication; Productivity/Quality/Planning; Accountability/Integrity/Availability~~; Planning; Communication Skills; Cooperation & Teamwork;~~ and Innovation/Initiative)
   i. ~~$50~~ $80 for each review category the employee ~~receives a commendable rating~~ exceeds expectations in most applicable elements of the performance review category
   ii. ~~$75~~ $120 for each review category the employee ~~receives an outstanding rating~~ exceeds expectations in all applicable elements of the performance review category

d. City Administrator reviewed utilizing a five review category annual self-evaluation format (Organization Management; Fiscal Management; Relationship with Mayor and City Council; Community Relations; and Management Style & Ability)
   i. $100 for each review category the Mayor and a majority of the City Council indicate the employee exceeds expectations
   ii. $600 if the Mayor and a majority of the City Council indicate the employee exceeds expectations in all five review categories

5. Maximum Merit Pay Disbursement Control
    a. Total merit pay disbursement to employees cannot exceed the total funding available for merit pay in the adopted budget
    b. If total merit pay expenditures exceeds total funding available for merit pay, all merit pay disbursement values would be proportionately decreased for all eligible employees to match available funding
    c. If total merit pay expenditures are below available merit pay funds available, excess merit pay funds are returned to the general fund balance at the end of the Calendar Year
6. Merit Pay Disbursement Schedule
    a. Merit payments will be disbursed to eligible employees the second payroll in May of each year or the first payroll following the completion and tabulation of all evaluations of eligible employees

CITY OF DE PERE MEMO

To:	Michael J. Walsh, Mayor Members of the Finance/Personnel Committee
From:	Judith Schmidt-Lehman, City Attorney Judy
RE:	Sidewalk Café Permit Renewal Fee
Date:	May 1, 2012

As you will recall, several years ago the City adopted two ordinances to facilitate sidewalk cafes operated by current restaurant venues. If an establishment wishes to sell and serve food on a public sidewalk immediately adjacent to the establishment, the Board of Public Works reviews the request in order to assess the impact of the tables and chairs on pedestrian traffic. If the restaurant holds a liquor license and wishes to be able to serve food in the sidewalk café area, the matter is then referred to the license committee for a review of the impact of a premise description change necessary for the service and consumption of alcohol on the public sidewalk. The request is then sent to the Council in the form of a sidewalk café permit (either with or without alcohol service) which mirrors a revocable occupancy permit for other uses of public spaces.

The sidewalk café section of Chapter 22 De Pere Municipal Code was not clear on whether the yearly renewal of the permit required the yearly payment of the $25 permit fee. Since a revocable occupancy permit is renewed annual through the city administrator's office without a renewal fee, it made sense to clarify the sidewalk café permit to reflect the same process. The attached draft ordinance accomplishes this clarification.

If you have any questions or concerns, please call me at 339-4042.

JSL/jld
Attachment
cc: Lawrence A. Delo, City Administrator
Vicki Scray, Deputy Clerk
Alderpersons Boyd, Kneiszel, Crevier and Bauer

H:\jdupont\Memos\2012\Mayor & F-P-Sidewalk Cafe-5-1-12.docx

ORDINANCE 12-

AMENDING §22-8 DE PERE MUNICIPAL CODE REGARDING
RENEWAL OF SIDEWALK CAFÉ PERMITS

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

Section 1. §22-8(c)(2)c. *Sidewalk Café Permit*, is hereby amended by adding thereto the following:

> The City Administrator shall have the authority to administratively renew such permit at the request of the permit holder and there shall be no fee for such renewal.

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

Section 3. This ordinance shall take effect on and after its passage and publication as provided by law.

Adopted by the Common Council of the City of De Pere, this 15th day of May, 2012.

APPROVED:

____
Michael J. Walsh, Mayor

____
Vicki L. Scray, Deputy Clerk

Ayes:_______

Nays:_______

MEMORANDUM CITY OF DE PERE

Date: 5/8/2012

To: Finance/Personnel Committee

From: Peter Smith, Information Technology Administrator

Subj: Equipment & Services Agreement - Cellcom

The City has 71 cellphones that were purchased from Cellcom, 41 of which have current contracts.

Cellcom has designed an equipment and service agreement that would provide standard features similar to industry 2 year agreements, with the following exceptions:

- Currently any new phone purchase at the promotional price comes with a required industry standard 2 year contract. This new agreement will allow City phones to exist under a blanket 2 year deal where new phones don't require new standard contracts. The advantage of this will be all phone contracts will expire on the same date.

  So, if the City decides to go to a new provider after 2 years, no contracts to deal with. The City must maintain at least 29 accounts thru the 2 year period.

- These new rates will reduce cost by approx. $1,700 per year assuming all 71 phones are included.

Keep in mind the City has been purchasing cellular services from Cellcom for years without any significant issues.

Given there are no objections I recommend the City enter into this agreement simply for the cost savings.

CITY OF DE PERE MEMO

To:	Michael J. Walsh, Mayor
	Members of the Finance/Personnel Committee
From:	Judith Schmidt-Lehman, City Attorney
RE:	Cell Phone Contract with Cellcom
Date:	May 1, 2012

As you may know, the City was able to join the Green Bay/Brown County collaborative request for proposals for cell phone contract services. The 'low quote' provider under that RFP was Cellcom; therefore city staff has been working with Cellcom to negotiate an agreement with Cellcom that benefits from the joint RFP while at the same time taking into account the City's needs and wireless/paperless direction for information technology.

Several changes are suggested to the 'standard' Cellcom contract (attached) in order to meet the City's cell phone needs. In order to accomplish those changes, a third Exhibit to the Agreement (Exhibit C) would be added which will identify those changes and incorporate them into the Agreement. Specifically, the following changes are being recommended:

1. Add a sentence to the end of ¶1.A as follows: *Finally, the parties agree that Exhibit C, attached and incorporated by reference herein, modifies the Agreement and Exhibits A and B.*

2. Exhibit C (attached) sets forth the following:

    A. An acknowledgement that the employee discount plan is a corporate plan and not offered solely because of the employee status as city employees (which is prohibited by the City's ethics code);
    B. An acknowledgement that Cancellation Charges imposed under Exhibit B ¶4.A will not be imposed should the City terminate the contract in response to a unilateral rate change by Cellcom;
    C. Specifically require that new services which become available during the term of the Agreement will be made available to the City; and
    D. Allows for a credit for devices the City purchase through other providers for use with Cellcom services if it cannot purchases the device through Cellcom. (This feature was thought important should Cellcom not have the wireless or paperless technology to which the city intends on migrating, such as tablets or smartphones with Windows 8 technology.)

If you have any questions on this Agreement and its recommended revisions, please feel free to call me at 339-4042.

JSL:jld
Attachment
cc: Lawrence A. Delo, City Administrator
Pete Smith, IT Administrator
Alderpersons Boyd, Kneiszel, Crevier and Bauer

H:\jdupont\Memos\2012\Mayor & F-P-Cellcom-5-1-12-122-001-12.docx

WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICE AGREEMENT

THIS WIRELESS TELECOMMUNICATIONS EQUIPMENT AND SERVICE AGREEMENT (hereinafter, the "Agreement") is made, entered into, and effective this ____ day of __________ 2011, by and between **NEW CELL, INC.**, a Wisconsin corporation (doing business as and hereinafter referred to as "Cellcom"), and **City of De Pere**, (hereinafter, "Customer").

Provision Of Telecommunications Services and Related Equipment

1.A. Services. Cellcom shall make available to Customer, its employees, representatives and other designees, an unlimited number of service accounts (hereinafter, an "Account" or "Accounts") through which Cellcom shall provide wireless telecommunications services. As a condition to Cellcom's offer to provide services and equipment identified herein at the rates and charges identified below, Customer shall maintain a minimum of 24 Accounts on rate plans identified in Exhibit A at all times during the Term of this Agreement. In addition, Customer shall execute a Master Service Agreement in the form attached as Exhibit B; and this Master Service Agreement shall also govern the availability of the services on each Account. Finally, the parties agree that Exhibit C modifies the provisions of this Agreement, Exhibit A and Exhibit B.

1.B. Additional Features. Customer may add additional features to any or all Accounts, with the additional charges for such additional features set forth on Exhibit A.

1.C. Account Allowance. Customer shall receive an account allowance of up to a $100 per handset to be applied towards its acquisition of handsets, phone accessories, monthly access fees, and minutes of use purchased through a Cellcom direct sales representative during the Initial Term of this Agreement. If it is in the better interest of the customer, Cellcom will also allow a 50% discount off of the promotional price of all advanced devices instead of the above account allowance.

1.D. Employee Discount Plan. Cellcom will make available to employees of Customer wireless telecommunications services upon the terms and conditions of Cellcom's then-current Employee Discount Plan. All employees are eligible to apply for the benefits provided pursuant to this paragraph upon the execution of Cellcom's Service Agreement, provided that such employee is a new Cellcom subscriber and that the home address of the employee is within the Cellcom Service Area. The employee must agree to be and remain financially responsible for all charges incurred pursuant to such Service Agreement. Cellcom reserves the sole and exclusive right to limit, deny, or terminate service to any applicant or employee hereunder. Cellcom may terminate these benefits for any employee who, during the term of this Agreement, ceases to be an employee of Customer. In addition, Cellcom may terminate these benefits upon the expiration or termination of this Agreement.

Rates and Charges

2.A. Monthly Service Charges. Each Account maintained by Customer pursuant to this Agreement shall incur a monthly service charge as identified in Exhibit A.

2.B. Additional Air Time and Roaming Charges. Each Account maintained by Customer pursuant to this Agreement shall include the allotment of "free" air time for use in the "home" area as set forth in Exhibit A. Customer shall incur an additional charge for each minute of air time utilized in excess of such allotment for each Account, with each Account considered individually for these purposes. Additionally, Customer shall incur additional roaming charges per minute for each minute of air time utilized outside the "home" area identified in Exhibit A.

2.C. Payment. Cellcom shall invoice Customer for the aggregated total of the monthly service, additional air time, roaming charges and additional equipment expenses incurred by all Accounts maintained by Customer pursuant to this Agreement; and Customer shall pay each such invoice within thirty (30) days of receipt of each invoice. Unpaid invoices shall accrue interest at the monthly rate of 1½%, or the highest amount allowed by law, whichever is lower.

Term, Renewal and Termination

3.A. Initial Term. The Initial Term of this Agreement shall be 2 years, commencing on the date first written above and ending on the 2nd anniversary thereof.

3.B. Renewal Terms. Upon the expiration of the Initial Term, Customer may renew this Agreement for one consecutive two-year Renewal Term(s) by providing to Cellcom written notice of its intent to renew this Agreement no later than sixty (60) days prior to the end of the Initial Term or the then-current Renewal Term, as the case may be.

3.C. Termination. This Agreement may be terminated prior to the end of the Initial or then-current Renewal Term as follows:

3.C.1. Automatic Termination. This Agreement will automatically terminate if either party: (a) makes an assignment for the benefit of the creditors; or (b) becomes a party to any receivership, bankruptcy, or similar proceeding, and such proceedings are not dismissed within ninety (90) days of commencement.

3.C.2. Default. In the event of a material breach of this Agreement, the non-breaching party may provide written notice of the breach and may terminate this Agreement at any time after a reasonable opportunity to cure the breach. For purposes of this Agreement, a reasonable opportunity to cure is deemed to be ten (10) days for a monetary default and thirty (30) days for a non-monetary default. If the breaching party, prior to the expiration of the cure period, has cured the breach, this Agreement will remain in effect, provided the breaching party promptly reimburses the non-breaching party for any reasonable damages the non-breaching party may have incurred.

3.D. Early Termination of Accounts and Effect of Non-Renewal of Agreement.

3.D.1. Termination of Accounts. Customer may, at any time during the Term of this Agreement, terminate one or more Accounts maintained pursuant to this Agreement, while not terminating this Agreement generally, by delivering to Cellcom written notice of such termination and paying to Cellcom One Hundred Seventy-Five Dollars ($175.00) for each Account terminated below the 24 Account minimum, provided that the foregoing termination fee shall be reduced proportionately based on the number of months remaining in the Term as of the date of each such Account termination. Notwithstanding any such termination of one or more Accounts, this Agreement shall remain in effect as to all other Accounts maintained by Customer; provided, however, Cellcom reserves the right to revise the amount of the account allowance provided to Customer based on the number of remaining Accounts and the remaining time left in the then-current Term.

3.D.2. Effect of Non-Renewal of Agreement. In the event Customer does not renew this Agreement for at least one Renewal Term, Customer shall pay to Cellcom One Hundred Seventy-Five Dollars ($175.00) for each Account activated within the final ninety (90) days of the Initial Term. In addition, upon the expiration of the Term, whether following an Initial Term or one or more Renewal Terms, Customer may maintain Accounts established pursuant to this Agreement on a month-to-month basis thereafter; provided, however, the terms and conditions (including rates and charges) applicable to all such Accounts shall be determined by reference to Cellcom's then-current rate plans generally made available to the public (without regard to the terms and conditions of this Agreement).

Miscellaneous

4.A. Entire Agreement. This Agreement, together with all exhibits and other attachments and other documents referenced herein, shall constitute the entire agreement between the parties; and no term or condition contained herein or therein may be modified or waived, except in writing signed by an authorized representative of Cellcom.

4.B. Stolen or Lost Equipment. Customer shall immediately report all lost or stolen equipment to Cellcom and to an appropriate law enforcement authority. Customer remains responsible for paying all charges incurred on the stolen or lost equipment prior to the notification to Cellcom. Any request for credit against such charges must be in writing, accompanied by a police report verifying law enforcement notification, and must be received by Cellcom before the date when payment is due.

4.C. Notices. All notices permitted or required to be given under the terms of this Agreement shall be deemed to have been given when delivered personally or deposited in the United States mail, certified, postage pre-paid, and addressed as follows:

If to Cellcom:	New-Cell d/b/a Cellcom 1580 Mid-Valley Drive DePere, WI 54115
If to Customer:	City of De Pere 335 S. Broadway De Pere, WI 54115

IN WITNESS WHEREOF, Cellcom and Customer, by their duly-authorized and empowered representatives, have executed this Agreement as of the date and year first written above.

NEW CELL, INC.

By: ______________________________

______________________ Its ______________

CITY OF DE PERE

By: ______________________________

Michael J. Walsh, Mayor

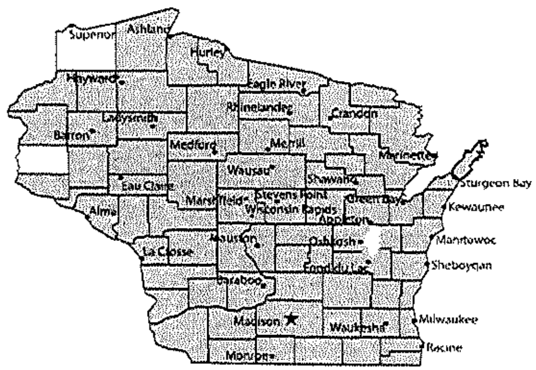
By: ______________________________

Vicki L Scray, Deputy Clerk

Regional Government Plan

Regional Government *(BCMSA/WI 10/Appleton only)*

Cellcom
Clearly The Best.



Home Area
Nationwide roam at $.75 per minute

Included Features

- FREE Nationwide Long Distance
- FREE Voicemail*
- FREE Caller ID
- FREE Call Waiting
- FREE 3-Way Calling
- FREE Incoming Quik|TxT Messages
- FREE Detail Billing

Cellcom's regional government calling plan offers local municipalities^ a cost effective communication solution so you can focus on what's most important... serving your community.

Voice Solutions
- Wireless calling plans for all business applications, local to nationwide
- Exceptional coverage beyond the width of the highway
- The ability to switch calling plans without penalty or contract extensions

Customized Features
- Free nationwide long distance
- Wide selection of the latest features including Quik|TxT messaging, MultiRing, Nquire and more

Dedicated Service
- Wireless consultants dedicated to helping you grow your business
- Live 24/7 customer service to take care of your needs whenever they may arise
- Locally owned company who lives in your neighborhood and understands your needs
- Satisfaction guarantee

Monthly Rate	$4.75
Additional Airtime	~~$0.09~~ $.05

Important Information: ^Eligible municipalities include counties, cities, villages, towns, school districts, board of school directors, sewer districts, drainage districts, technical college districts or any other public or quasi-public corporation, officer, board or other body having the authority to award public contracts. An E911 compliant-CDMA phone, compatible with Cellcom's network, is required. Airtime is billed in 60 second increments. Rates are valid only in the designated home area. Calls originating in the home area and terminating to exchanges in the United States are free. Nationwide roaming is $0.75 per minute, includes long distance. *Cellcom reserves the right to deactivate any mailbox that has not been initialized within 60 days of activation or any mailbox that has not had any messages for over 60 days. Voicemail subscribers receive two call forwarding features at no additional charge. Minutes used checking voice mail are deducted from Cellcom-to-Cellcom Minutes while within the Cellcom-to-Cellcom designated area. **Call Forwarding includes 60 minutes of forwarding to a non-Cellcom exchange per month. Forwarded calls beyond 60 minutes per month are charged at $0.25/minute. On all forwarded calls additional long distance, roaming charges and taxes may apply. +Nquire calls are also charged any appropriate airtime and long distance. ++Push-to-Talk capable phone required. The Push-to-Talk service is only available on calls made to and from Cellcom Push-to-Talk subscribers. Push-to-Talk calls may be initiated anywhere you can receive a wireless signal. Wireless calling plan minutes are not affected. +++QuikTxT, Picture/Video Messaging & Data: Use of Quik|TxT Messaging, Picture Messaging, Video Messaging and other data services is subject to the Data Acceptable Use Policy located within the Cellcom Xtras Brochure and at www.cellcom.com. Cellcom reserves the right, without notice, to change rates and coverage areas that do not adversely impact the consumer. In all other situations, a notice will be given. Rate maps indicate where rates apply and may not depict actual service availability or wireless coverage. Coverage areas depicted are approximate. To inquire about specific service availability in a geographical area, contact Cellcom's Customer Service at (800) 236-0055. Geographic terrain, weather conditions, and type of equipment may affect cellular coverage. Wireless service is subject to technological limitations, including capacity and tower availability. Prices do not include taxes, fees, or other charges. Taxes on monthly access, airtime, equipment, and long distance may apply. A $25 line set-up fee will be charged on all new line activations. A Regulatory Fee and Other Recovery Fee will be charged on all rate plans. This charge is associated with the cost of administering and complying with government-mandated programs such as Wireless Number Pooling, TTY (Text Telephone), CALEA (Communication Assistance for Law Enforcement Act) and Wireless Number Portability. A USF (Universal Service Fund) fee will be charged on all lines of service. An early termination fee of $200 may be charged. An E911 fee will be charged on all lines of service with a Michigan phone number.

Regional Government Plan 8/2008

Optional Features (charges are per month unless noted)

- **Quik|TxT Pricing+++**
  - Outgoing Messages (per message) $0.15
  - Quik|TxT 100 (100 Outgoing messages) $3.95
  - Quik|TxT 300 (300 Outgoing messages) $5.95
  - Quik|TxT Unlimited (Unlimited Outgoing messages) ... $9.95
- **Cellcom Xtras Plan Options+++**
  - Pay As You Go .... $0.02/ per kilobyte
  - Data $9.95
  - Data Value Package $14.95
  - (Data, Unlimited Quik|TxT and Unlimited Pictures)
- **Picture Messaging+++** .... $0.25/ per message
- **Push-to-Talk Unlimited++** $9.95
- **Enhanced Voicemail*** $4.95
- **MultiRing** $6.95
  Ring multiple phones with one number
- **Nquire/411 Directory Assistance+** .... $1.50/ per use
- **Handset Protection**
  - Standard Handset Protection ($50 deductible per occurrence) $4.99
  - Advanced, Smartphone & PDA Handset Protection ($100 deductible per occurrence) $5.99
- **Call Forwarding**** $0.99
- **Call Transfer** $0.99
- **Pager Outdial** $0.99

Cellcom, we build partnerships that deliver success.

Take advantage of great savings.
Call 877-611-0008 or visit any authorized Cellcom location.

Exhibit A

Cellcom
Clearly The Best.

GREEN BAY AREA
CHAMBER
OF COMMERCE

Home Area
Cellcom-to-Cellcom minutes
Nationwide roam at $.69 per minute

Included Features
(on plans $26.95 or higher)

- FREE Nationwide Long Distance
- FREE 7p.m. Night & Weekends
- FREE Voicemail
- FREE Caller ID
- FREE Call Waiting
- FREE 3-Way Calling
- FREE Domestic Incoming Quik|TxT Messages

Monthly Rate	$21.95	$26.95	$35.95	$44.95	$53.95	$61.95	$71.95	$88.95	$133.95	$179.95
Anytime Minutes	100	300	600	1,000	1,300	1,600	1,800	2,500	5,000	6,500
Night & Weekend Minutes	0	3,000	UNLIMITED							
Cellcom-to-Cellcom Minutes	0	50	250	300	400	500	600	750	1,000	1,200
Domestic Incoming Quik|TxT Messages	UNLIMITED									
Additional Airtime	$0.39	$0.39	$0.39	$0.39	$0.39	$0.39	$0.35	$0.25	$0.25	$0.25

Share Your Minutes Add-A-Lines $16.95 per additional line per month. Available on calling plans $26.95 or higher, up to 4 lines

Take advantage of great savings. Call 877-611-0008 or visit any authorized Cellcom location.

Important Information: Endorsed association membership required. Affiliation discount may be rescineded if eligibility requirements are not met. An E911 compliant-CDMA phone, compatible with Cellcom's network, is required. Airtime is billed in 60 second increments. Plan minutes only apply when you are in your calling plan's designated home area. Night and weekend hours are Monday through Friday 7:00 p.m. to 6:59 a.m. and all day Saturday and Sunday. Cellcom-to-Cellcom Minutes require both customers have Cellcom service and are signaling a Cellcom tower. Calls originating and terminating in the home area are toll free. Calls originating in the home area and terminating outside the home area may be subject to long distance charges. See sales representative for details. Calls originating outside of the home area are subject to roaming and long distance charges. See sales representative for details.

Cellcom reserves the right to deactivate any voice mailbox that has not been initialized within 60 days of activation or any mailbox that has not had any messages for over 60 days. Voice Mail subscribers receive two call forwarding features at no additional charge. Minutes used checking voice mail are deducted from Cellcom-to-Cellcom Minutes while within the Cellcom-to-Cellcom designated area.

Cellcom reserves the right, without notice, to change rates and coverage areas that do not adversely impact the consumer. In all other situations, a notice will be given. Rate maps indicate where rates apply and may not depict actual service availability or wireless coverage. Coverage areas depicted are approximate. To inquire about specific service availability in a geographical area, contact Cellcom's Customer Service at (800) 236-0055. Geographic terrain, weather conditions, and type of equipment may affect cellular coverage. Wireless service is subject to technological limitations, including capacity and tower availability.

Prices do not include taxes, fees, or other charges. Taxes on monthly access, airtime, equipment, and long distance may apply. A $25 line set-up fee will be charged on all new line activations. A Regulatory and Other Recovery Fee will be charged on all rate plans. This charge is associated with the cost of administering and complying with government-mandated programs such as Wireless Number Pooling, TTY (Text Telephone), CALEA (Communication Assistance for Law Enforcement Act) and Wireless Number Portability. A USF (Universal Service Fund) Fee will be charged on all service lines. An E911 or Police and Fire Protection fee will be charged on all service lines. The amount or range of taxes, fees and surcharges vary and are subject to change without notice. See a retail location or www.cellcom.com/fees for details. Early termination fees may apply and, if applicable, may be reduced proportionately to the remaining months of the term of the agreement.

Extended Green Bay Area Chamber of Commerce Plan, 11/2009

CELLULAR TELEPHONE EQUIPMENT AND SERVICE AGREEMENT

THIS AGREEMENT for Cellular Telephone Service ("Services") and/or Cellular Telephone Equipment ("Equipment") is between New-Cell, Inc., a Wisconsin corporation with its principal place of business at 1580 Mid Valley Drive, PO BOX 5370, De Pere, Wisconsin 54115 (d/b/a and hereinafter referred to as "Cellcom"), and the party whose name(s) appear on the reverse side hereof (the "Customer").

1. EFFECTIVE DATES.

This Agreement shall become effective ten (10) days after Cellcom receives a copy of this Agreement signed by Customer, unless Cellcom, in its sole discretion and prior to the expiration of this ten (10)-day period, delivers written notice to Customer of Cellcom's rejection of this Agreement. Upon such rejection, this Agreement shall be of no force and/or effect; and Customer shall be required to return to Cellcom all Equipment and/or goods supplied hereunder and to pay Cellcom for any Service provided to Customer prior to the rejection.

2. EQUIPMENT AND SERVICES.

A. Equipment. Delivery of the Equipment ordered hereunder shall be made in a reasonable length of time. Cellcom is not responsible for loss or expense arising from delays in delivery thereof attributable to matters outside its direct control. If Customer is dissatisfied with the quality or quantity of the goods received, Customer shall make Customer's objections thereto in writing and mail by certified or registered, return receipt requested mail, addressed to Cellcom at its address as set forth above, within thirty (30) days of delivery of such Equipment. Absent provision of such notice of dissatisfaction by Customer, Customer hereby agrees and acknowledges that the quantity and quality of the goods provided by Cellcom conform to terms of this Agreement and are satisfactory.

B. Services. Services hereunder shall only be available to cellular telephone units properly equipped and installed to accept such Services. Such Services will only be available to such units when those units are within the range of the cell sites located in Cellcom's service area. Such Services are also subject to transmission limitations caused by atmospheric or geographic conditions. The Services may be temporarily refused or limited because of the cellular system's capacity limitations. Services to any or all customers may be temporarily interrupted or curtailed, without notice, due to Equipment modifications, upgrades, relocations, repairs or similar activities necessary for the proper or improved operations of the system.

C. Common Provisions. Each financially responsible individual, business, or entity identified on the front side hereof shall be jointly and severally responsible for payment of all Equipment purchase charges, all service charges and all toll charges recorded to Customer's access number. A service charge is made for each use of the cellular system, whether the call is incoming or outgoing and whether made in or out of Cellcom's service area. Neither the Equipment nor the Services shall be used by Customer for any purpose that is in violation of federal, state or local law, nor shall the same be used in such manner as to unreasonably interfere with the use of the Services by one or more other customers.

3. LIABILITY DISCLAIMER AND INDEMNIFICATION.

A. EQUIPMENT. CUSTOMER ACKNOWLEDGES THAT CELLCOM IS NEITHER THE MANUFACTURER NOR THE AGENT OF THE MANUFACTURER OF THE EQUIPMENT PROVIDED HEREUNDER. CUSTOMER ACKNOWLEDGES AND AGREES THAT CELLCOM MAKES NO WARRANTY OR REPRESENTATION OF ANY KIND REGARDING THE EQUIPMENT AND THAT CELLCOM DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL CELLCOM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES CAUSED IN WHOLE OR IN PART BY AN EQUIPMENT MALFUNCTION OR FAILURE, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, COST OF RENTING REPLACEMENTS, AND OTHER ADDITIONAL EXPENSES, EVEN IF CELLCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

B. EQUIPMENT REPAIRS. CUSTOMER ACKNOWLEDGES THAT CELLCOM IS UNDER NO DUTY OR OBLIGATION TO PERFORM ANY SERVICE, MAINTENANCE, OR REPAIR (COLLECTIVELY, "REPAIRS") OF THE EQUIPMENT PROVIDED HEREUNDER, NOR DOES THIS AGREEMENT CREATE SUCH A DUTY OR OBLIGATION. NOTWITHSTANDING, CELLCOM MAY PERFORM SUCH REPAIRS AT CUSTOMER'S REQUEST AND PURSUANT TO THE TERMS AND CONDITIONS OF AN AGREEMENT FOR SUCH REPAIRS. IN THE EVENT CELLCOM PERFORMS SUCH REPAIRS, AND NOTWITHSTANDING THE TERMS OR CONDITIONS OF SUCH SUBSEQUENT AGREEMENT, CUSTOMER ACKNOWLEDGES AND AGREES THAT CELLCOM'S LIABILITY, AND CUSTOMER'S SOLE REMEDY FOR ANY DEFECTS IN REPAIRS PERFORMED BY CELLCOM SHALL BE LIMITED TO THE COST OF SUCH REPAIRS; AND, UNDER NO CIRCUMSTANCES, SHALL CELLCOM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OF REVENUE, COST OF RENTING REPLACEMENTS, AND OTHER ADDITIONAL EXPENSES, EVEN IF CELLCOM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MOREOVER, CELLCOM WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES, OR EXPENSES RESULTING, IN WHOLE OR IN PART, FROM CUSTOMER'S NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE. IN ADDITION, THE WARRANTIES SPECIFIED HEREIN SHALL NOT APPLY TO ANY EQUIPMENT THAT HAS BEEN REPAIRED OR ALTERED BY ANYONE OTHER THAN CELLCOM OR THE MANUFACTURER OF SUCH EQUIPMENT, OR TO ANY EQUIPMENT NOT OPERATED IN ACCORDANCE WITH THE MANUFACTURER'S OR CELLCOM'S DIRECTIONS REGARDING SUCH USE.

C. ADDITIONAL LIMITATIONS. It is further specifically agreed as to the Equipment and Services provided hereunder that Cellcom shall NOT be liable to Customer or any other party for:
1) Any injury to person or damage to property resulting from any negligent or unintentional acts or omissions of Cellcom, its employees, agents or others.
2) Any damage or loss by Customer as a result of any partial or complete interruption in the operation of its business or for any failure of any of its goods, products or Services.
3) Any direct, indirect, special, incidental or consequential damages of any kind sustained by Customer or any other person or entity for any failure of Customer's Equipment, for the inability of Cellcom to promptly or properly repair Customer's Equipment, for any interruption of any Service now or hereafter provided by Cellcom or for the loss of any transmission or the information contained therein.

D. INDEMNIFICATION. Customer agrees to indemnify and hold Cellcom harmless from all claims, actions, suits, demands and judgments, including actual attorney's fees and costs, which Cellcom may incur in defending itself against any of the aforesaid arising from Customer's use or possession of other relationship to the Equipment, goods or Services supplied, worked on, or provided by Cellcom or its employees, agents or designers, including, but not limited to, any expenses arising from actions brought under the Occupational Safety and Health Act or other governmental regulations or laws.

4. TERMINATION OF SERVICE.

A. Customer may terminate this Agreement prior to the expiration of the Agreement term specified on the reverse side hereof by delivering written notice to Cellcom of Customer's intention to terminate this Agreement and the effective date of such termination (which shall be no less than ten (10) business days after Cellcom's receipt of Customer's notice). Such notice shall be delivered by certified or registered mail, return receipt requested, addressed to Cellcom at the address listed above. Notwithstanding any such termination, Customer shall be responsible for payment of all outstanding charges on Customer's account at the time of such termination and shall pay to Cellcom a "Service Cancellation Charge" of $175, which Service Cancellation Charge shall be reduced by $5 per month for each completed month in the term. Customer acknowledges and agrees that Cellcom will suffer damages as a result of Customer's early termination of this Agreement and that the Service Cancellation Charge is a reasonable estimation of these damages and shall be construed as liquidated damages, and not a penalty.

B. Cellcom may, after giving prior written notice to Customer, terminate or temporarily discontinue or restrict Customer's Service if: (1) Customer fails to pay any charge due or otherwise violates any term of this Agreement, (2) Customer fails to maintain a billing address within Cellcom's licensed market, or (3) Customer utilizes less than fifty percent (50%) of Customer's overall minutes of airtime within Cellcom's licensed market during any three (3)-month period during the term of this Agreement. In addition, Cellcom may discontinue Customer's Service without prior notice if: (4) Customer's Service is reasonably suspected of being used in an illegal or other manner that causes or is likely to cause any form of harm to Cellcom or any other person, or (5) Customer commits or assists a third party in committing cellular or subscriber fraud. "Cellular fraud" is defined as the unauthorized use, tampering, or manipulation of a wireless phone or service and specifically includes acts of cloning (i.e., the manipulation of wireless phones to reprogram the phone to transmit the electronic serial number and telephone number belonging to another phone). "Subscriber fraud" is defined as the initialization or use of wireless services using fraudulently obtained customer information or false identification.

C. In the event Cellcom, in its sole discretion, undertakes litigation or collection efforts against Customer to enforce the terms of this Agreement, and Cellcom prevails in such efforts, Customer shall be responsible to reimburse Cellcom for all costs and expenses, including actual attorneys' fees, incurred by Cellcom relative to such efforts, unless otherwise precluded by law. Further, in the event such litigation or collection effort arises from, or results in, the termination of this Agreement prior to the expiration of its term, Customer shall be liable to Cellcom for the Service Cancellation Charge (in addition to all outstanding charges on Customer's account at the time of such termination).

D. The term of this Agreement shall be tolled, and its expiration date extended, for any periods during which Customer's Service is suspended due to nonpayment or other violations of the terms of this Agreement by Customer. Upon Customer's cure of such violation, Cellcom may, acting in its sole discretion, reactivate Customer's Service and shall be entitled to charge Customer a reasonable reactivation fee.

5. ACCESS NUMBER.

A. Cellcom reserves the right, in its sole discretion, to change Customer's access number upon notice to the Customer. Customer acknowledges that Customer has no proprietary or ownership rights or interest in or to Customer's number(s), except as allowed for by law, and cannot acquire such rights or interest through usage, publication or otherwise.

B. Customer may request that Customer's access number(s) be transferred to or from another service provider within the same local geographic area.

C. If Customer transfers the access number(s) to Cellcom, all activation requirements and charges, including credit approval, apply. Customer remains liable for charges (including cancellation fees) incurred with a former service provider. If a transfer is unsuccessful and the request is cancelled, and Customer does not ask Cellcom to assign a new number, Customer shall be required to return to Cellcom all Equipment and/or goods supplied hereunder.

D. If Customer requests to transfer the access number(s) to another service provider, this request will be considered a notice of Customer's intention to terminate Service; and the terms of the Agreement set forth in the Termination of Service paragraphs will apply. Upon request, all amounts then owed to Cellcom (including the Service Cancellation Charge and any amounts that appear on the final invoice) shall become immediately due. If a transfer is unsuccessful for any reason, Customer's Service will not terminate, and Customer will continue to be responsible for all Service or other charges (not the Service Cancellation Charge).

E. When transferring access numbers to another service provider, voice mail, phone book or other Services will be lost.

F. Cellcom does not guarantee, in any way, that such access number transfers to or from Cellcom will be successful.

6. RATES AND CHARGES.

A. Customer acknowledges that it is responsible to pay to Cellcom all toll charges resulting from the use of the Service for calls, incoming or outgoing, either within or outside Cellcom's service area. Customer must also pay for all charges on calls billed to Customer's access number. Such charges are in addition to the charges for Service usage. Each partial minute of airtime shall be billed as a full minute unless otherwise noted for Customer's billing plan. Payment of the Service bill is due on the date when indicated on said bill. A balance which remains unpaid as of the next billing date shall accrue interest at the monthly rate of 1 1/2%, or the highest amount allowable by law, whichever is lower, from the original due date until such balance is paid in full.

B. Except as may be prohibited by law, Cellcom reserves the right to amend the terms and conditions of this Agreement, including, but not limited to, Customer's rate plan and rates charged to Customer under applicable rate plans, upon notice to Customer and the expiration of a thirty (30)-day objection period afforded to Customer. If, after receiving any such notice from Cellcom, Customer desires to terminate this Agreement due to the proposed amendment(s), Customer shall, within thirty (30) days of receipt of Cellcom's notice, deliver written notice of termination to Cellcom; and this Agreement and Customer's ability to utilize the Services shall terminate on the fifth (5th) day following Cellcom's receipt of Customer's notice of termination. Notwithstanding, if Customer utilizes the Services or makes payment to Cellcom therefor after Customer's receipt of Cellcom's notice, Customer shall be deemed to have agreed to Cellcom's proposed amendment(s) and shall not thereafter have any right to terminate this Agreement due to such amendment(s).

C. There may be added to any charges incurred by Customer amounts equal to any industry-wide surcharges and/or fees and any surcharge, duty, levy, tax, or withholding, including, but not limited to, sales, property, ad valorem, excise and use taxes, or any tax in lieu thereof or in addition thereto, imposed by any local, state, or federal government or governmental agency with respect to the Services, or with respect to services provided to customers, excepting only taxes on the income of Cellcom. In addition, there may be added to any charges, additional charges to reimburse Cellcom for its reasonable and necessary costs and expenses incurred in maintaining compliance with regulatory requirements imposed by any local, state, or federal government or governmental agency having jurisdiction over Cellcom.

D. In the event Customer accesses or uses Cellcom's text or data services, Customer shall be responsible for all charges and the prompt payment of these services regardless of who initiates the activity or whether the Customer's Equipment actually received the data. This includes, but is not limited to, the amount of data associated with a particular service (games, ringtones, screen savers, picture messaging etc.), additional data usage in accessing, transporting and routing this service on Cellcom's network, data from partial or interrupted downloads, re-sent data, and data associated with unsuccessful attempts to reach websites or use applications. The charges for Customer's access to or use of the text or data services shall be in addition to any charges specified in Customer's rate plan. Text and data usage may be charged against a feature package or on a fixed price per unit. Customer may not utilize airtime or any other benefit specified in Customer's rate plan as payment or credit towards Customer's access to or utilization of Cellcom's text or data services. Downloads cannot be transferred if phone is returned, upgraded or exchanged or lost. Estimates of data usage may not be an accurate predicator of actual usage. Data usage is measured and billed in kilobyte increments. Partial kilobyte increments of use will be rounded to the next full kilobyte. Unused kilobytes may not be carried over to subsequent monthly billing cycles. Customer may not receive voice calls while using data services. Customer may have access to "Premium Services" that are available for an additional charge (e.g., games, ringtones, screen savers and other items). Customer will be billed for Premium Service purchases based on the charges as specified at purchase. Subject to the terms of the content purchased, Cellcom may delete premium and non-premium items downloaded to any storage areas Cellcom may provide, including any pictures, games and other content. We may limit the amount of Premium Services you may purchase in a specific timeframe (month, week, day or other period). We may terminate services without notice for any misuse. Customer's access to, and use of, Cellcom's text and data services is further governed by Cellcom's "Data Acceptable Use Policy" which can be found at www.cellcom.com/AUP. Among other things, the Data Acceptable Use Policy provides that Cellcom may terminate Customer's access or use of Cellcom's text or data services at any time and without notice to Customer in the event Customer violates any term or condition of the Data Acceptable Use Policy.

E. When Customer provides a check as payment, Customer authorizes Cellcom to make a one-time electronic funds transfer from Customer's account. Therefore, funds may be withdrawn from Customer's account on the same day Customer's payment is received. Customer will not receive Customer's check back from Customer's financial institution.

7. MISCELLANEOUS PROVISIONS.

A. Entire Agreement. This instrument, together with all attachments and any other documents referenced herein, shall constitute the entire agreement between the parties; and no term or condition contained herein or therein may be modified or waived, except in writing signed by an authorized representative of Cellcom. The acceptance by Cellcom of any payment after it shall become due shall not constitute or be construed as a waiver of any or all of Cellcom's rights hereunder.

B. Assignment and Interpretation. This instrument shall be binding upon and inure to the benefit of the heirs, representatives, successors and assigns of the parties hereto; provided, however, that Customer may not assign this Agreement, or any or all rights or obligations hereunder, to any third party without the prior written consent of Cellcom. The interpretation of this Agreement shall be subject to the laws of the State of Wisconsin.

C. Severability. The invalidity of any portion of any provision of this instrument shall not affect the validity of the remainder of the provisions hereof.

D. Service Fee. Customer will be billed monthly for Service pursuant to the terms of Cellcom's current Service price list for the one-year or two-year pricing package. Customer may change to other pricing plans available to existing customers, but the term of this Agreement will remain unchanged unless such term is otherwise extended under the terms of another pricing package selected by Customer.

E. Cellcom, in its sole discretion, may require Customer to provide a security deposit as a precondition to Service activation in an amount determined by Cellcom. Upon termination or expiration of this Agreement, Cellcom shall have the right to apply all or any part of the security deposit to the outstanding balance on Customer's account. If any surplus remains, such surplus shall be refunded to Customer. If Customer so requests, in a writing delivered prior to the expiration or termination of this Agreement, Cellcom shall refund the security deposit to Customer if the following conditions are met:
1.) Customer paid to Cellcom Customer's monthly invoices in a full and timely fashion in accordance with the terms of this Agreement and Cellcom's invoices for a period of not less than twelve (12) consecutive months; and
2.) Customer's most recent bill has likewise been paid in a full and timely fashion.
3.) Cellcom has received a verbal or written request for the refund. If Customer terminates service with Cellcom at any time, the deposit will be applied toward Customer's final bill. If any surplus remains, the balance will be refunded to Customer.

F. Stolen or Lost Equipment. Customer shall immediately report all lost or stolen Equipment to Cellcom and to an appropriate law enforcement authority. Customer remains responsible for paying all charges incurred on the stolen or lost Equipment prior to the notification to Cellcom. Any request for credit against such charges must be in writing, accompanied by a police report verifying law enforcement notification, and must be received by Cellcom before the date when payment for such charges is due.

G. Technology Enhancements. Cellcom reserves the right to change your wireless phone's software or programming, over the air, without notice.

Exhibit B

EXHIBIT C
TO WIRELESS TELECOMMUNICATIONS EQUIPMENT
AND SERVICES AGREEMENT BETWEEN NEW CELL, INC.
AND THE CITY OF DE PERE

1. It is understood between the parties that the Employee Discount Plan described in Paragraph 1.D of the Wireless telecommunications equipment and Services Agreement between NEW CELL, Inc. (Cellcom) and the City of De Pere (City), hereinafter referred to as the Agreement, is offered as part of Cellcom's standard corporate contract and is not a feature incorporated into the Agreement solely to benefit the City's employees because of their status as City employees.

2. Paragraph 6.B. of Exhibit 2 allows Cellcom to, after the expiration of a 30 day objection period afforded to City, unilaterally change the terms and conditions of the Agreement, including changing rate plans and rates charged. During such objection period, City may terminate the Agreement. Should Cellcom exercise its rights under Paragraph 6.B. and City terminates the Agreement, the Cancellation Charges authorized under paragraph 4.A. of the agreement shall not apply.

3. Any new service offered by Cellcom during the term of the Agreement shall be made available to City under the Agreement.

4. Should Cellcom not be a provider of a specific electronic communications device or devices which City wishes to utilize and City purchases such device through a third party for use with Cellcom services, Cellcom shall credit to City's account an amount equal to any promotional incentive City would have been entitled to had Cellcom provided the device.

5. This Exhibit modifies the Agreement as provided herein.

Dated this ______ day of ___________________, 2012.

NEW CELL, INC.
By:

____
Print Name:
Title:

CITY OF DE PERE
By:

____
Michael J. Walsh, Mayor

____
Vicki L. Scray, Deputy Clerk