



Finance/Personnel Committee

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Agenda

Tuesday, April 14, 2015

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **April 14, 2015 at 7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

Call to order.

1. Roll call.
2. Approval of the minutes from the March 10, 2015 regular meeting of the Finance/Personnel Committee.
3. Police Overtime Report for March 2015
4. Fire Department Overtime and EMS Billing Report for the Month of March.
5. Review offer to purchase of City property located on Scheuring Road (Parcel WD-D0019-1) by Alliance Development. *
6. Consideration of contracting with Key Benefit Concepts, LLC to complete Other Post Employment Benefit (OPEB) Liability Study.*
7. Consideration of vacation payout for Alan Matzke. *
8. Consideration of Copier Leases for the Community Center, Fire Department, MSC, and Second Floor City Hall.*
9. Recommendation of the Board of Park Commissioners to increase pay and reimburse certification costs for lifeguard staff. *
10. Consider Amending §8-2 De Pere Municipal Code Regarding Discharge of Firearms (request of Alderperson Crevier). *
11. Consideration of contracting with Fox Valley Technical College for Regional Fire Department Hiring Process. *
12. Public comment and announcements.
13. Future agenda items.
14. Adjournment.

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

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

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Mike Sevcik
Bruce Sengbusch
Jeff Lindemann

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: April 14, 2015

DEPARTMENT: City Attorney

FROM: Jeni Dupont

SUBJECT: Approval of the minutes from the March 10, 2015 regular meeting of the Finance/Personnel Committee.

ATTACHMENTS:

- March 10, 2015 DRAFT Minutes (DOC)



Finance/Personnel Committee

335 South Broadway

De Pere, WI 54115

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

Regular Meeting

Draft Minutes

Tuesday, March 10, 2015
7:30 PM
De Pere City Hall Council Chambers

Call to order.

Mayor Michael J. Walsh called the regular meeting called of the Finance/Personnel Committee to order at 7:30 PM on March 10, 2015 at De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

Also present: City Administrator Lawrence Delo, City Attorney Judith Schmidt-Lehman, Fire Chief Dennis Rubin, Police Chief Derek Beiderwieden, Finance Director Joe Zegers, Parks, Recreation & Forestry Director Marty Kosobucki, Clerk-Treasurer Shana Defnet and Video Production/Marketing Coordinator Kevin Clark.

- Approval of the minutes of the February 10, 2015 regular meeting of the Finance/Personnel Committee.

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

- Police Overtime Report for February 2015

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

- Fire Department Overtime and EMS Billing Report for Month of February.

Discussion followed motion regarding EMS billing and collections. Chief Rubin provided a summary of the meeting with EMS Medical Billing Associates. It was learned at the meeting that follow up was not occurring after billings went uncollected (after 3 billing cycles). An analysis is currently being completed regarding discrepancies in billing.

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

- Consideration of Capital Asset Software purchase.*

Discussion followed motion with Finance Director Zegers explaining that software support will be \$385/year which is in addition to the price quoted in the memo.

Attachment: March 10, 2015 DRAFT Minutes (3265 : Approval of Minutes)

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

6. Approval of Copier Leases for the Community Center, Fire Department, MSC, and Second Floor City Hall*

Clerk-Treasurer Defnet explained that she received notice the inventory of copiers has been depleted and updated equipment is now available. She would like to go back for new quotes from all vendors for the updated equipment. Upon discussion, Alderperson Donovan moved, seconded by Mayor Walsh to refer this item back to staff.

RESULT: REFERRED BACK TO STAFF [UNANIMOUS]
MOVER: Michael Donovan, Alderperson
SECONDER: Michael J. Walsh, Mayor
AYES: Crevier, Donovan, Lueck, Rafferty, Walsh

7. Approve \$500 donation from the Kress Inn & Bemis Conference Center in support of De PereTV.*

Discussion followed motion with Kevin Clark, Video Production/Marketing Coordinator explaining the plan to recognize sponsors. Concern was expressed regarding the appropriateness of a logo/name being displayed during public meetings. City Administrator Delo noted that most or all channels in the state are attempting to raise funds the same way and some municipalities have also begun selling advertising/sponsorships for their newsletters.

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

8. Consider Police Department Request to Apply for Grant from Crime Prevention Foundation for Every 15 Minutes Program. *

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

9. Approval of Out-of-State Training Request for Captain Opicka to Attend FBI Academy in July 2016

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

10. Consider Request for the Installation of Fiber Optic Cable at Station 2.*

Discussion followed motion with Chief Rubin explaining the fiber will run from West De Pere Middle School and the funding for the installation will come from capital projects as part of the remodel of station #2.

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

11. Consider Revisions to Public Record Retention Ordinance.*

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

12. Public comment and announcements.

None.

13. Future agenda items.

None.

14. Adjournment.

Upon motion by Mayor Walsh, seconded by Alderperson Crevier, the Finance/Personnel Committee unanimously adjourned at 8:13 pm.

Respectfully submitted,
Jennifer Dupont

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: April 14, 2015
DEPARTMENT: Police
FROM: Derek Beiderwieden
SUBJECT: Police Overtime Report for March 2015

The Officer Training overtime of 132.50 hours is mostly due to sworn personnel attending a Defense and Arrest Tactics 4-hour training (core officer training refresher).

Miscellaneous overtime of 7.75 total hours is comprised of 4.75 hours Patrol 1.5 fraction allotments, and 3 hours for Field Training Officer Daily Observation Reports.

Reimbursed Miscellaneous overtime of 24.0 hours is comprised of 6.5 Drug Task Force investigation hours and 17.5 hours OWI Saturation Grant hours.

ATTACHMENTS:

- 2013 PD OT Report Summary (PDF)
- 2014 PD OT Report Summary (PDF)
- March 2015 PD OT Report (PDF)

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2013**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC**	TOTAL
OFFICER SICK RELIEF	102.00	75.00	69.75	106.50	178.00	26.25	90.00	25.50	77.25	53.25	22.50	65.25	891.25
OFFICER WORKED ON HOLIDAY	178.00	12.00	34.25	13.50	10.50	65.00	65.00	4.00	118.50	12.00	4.00	244.00	760.75
OFFICER FOR COURT	15.00	15.00	21.00	3.00	15.00	12.00	28.50	10.50	45.50	18.00	12.00	18.00	213.50
OFFICER TRAINING	10.00	62.50	36.00	75.75	221.00	63.25	111.50	3.00	77.50	175.25	156.75	14.75	1007.25
OFFICER RELIEF FOR FUNERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			27.75		27.75
OFFICER ATTEND MEETING	1.50	6.25	0.00	0.00	0.00	7.50	16.50	3.00	15.00	22.50	15.00	14.00	101.25
STAFFING LEVEL	166.50	57.75	157.50	118.50	210.00	186.00	400.75	375.25	215.75	136.50	106.50	195.75	2326.75
INVESTIGATION	50.25	54.00	51.75	27.75	123.50	59.75	87.00	51.75	105.25	41.75	54.25	58.00	765.00
HONOR GUARD FOR FUNERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00						0.00
SCHOOL LIAISON REIMBURSED	26.25	74.25	40.50	22.50	47.00	25.50	0.00	18.75	58.50	48.00	18.00	33.00	412.25
COMMUNITY RELATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00						0.00
SPECIAL ASSIGNMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00						0.00
SPECIAL ASSIGNMENT REIMBURSED	0.00	15.25	0.00	10.50	9.00	299.75	6.00	20.25	15.75	11.50		69.50	457.50
MISCELLANEOUS	41.25	23.00	87.00	21.75	16.00	29.25	31.75	39.75	30.75	25.50	25.25	36.75	408.00
MISCELLANEOUS REIMBURSED	156.00	98.25	113.25	117.25	183.75	168.00	68.25	67.50	55.50	94.50	72.75	105.75	1300.75
Gross OFFICER OVERTIME	746.75	493.25	611.00	517.00	1013.75	942.25	905.25	619.25	815.25	638.75	514.75	854.75	8672.00
SUBTOTAL REIMBURSED OVERTIME	(182.25)	(187.75)	(153.75)	(150.25)	(239.75)	(493.25)	(74.25)	(106.50)	(129.75)	(154.00)	(90.75)	(208.25)	(2170.50)
NET OFFICER OVERTIME	564.50	305.50	457.25	366.75	774.00	449.00	831.00	512.75	685.50	484.75	424.00	646.50	6501.50
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: \$130,000.00
Expenditures through 09/27/2013 \$167,529.00
Percent of Total Budget: 128.87%

NOTES:

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

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

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

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

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

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

Total Overtime Budget: \$133,357.00

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

Percent of Total Budget: 108.74%

NOTES:

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

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

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

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

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

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

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

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

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

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

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

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

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2015**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	32.00	77.50	59.50										169.00
OFFICER WORKED ON HOLIDAY	8.00	18.00	4.00										30.00
OFFICER FOR COURT	14.00	22.00	18.50										54.50
OFFICER TRAINING	19.00	144.50	132.50										296.00
OFFICER RELIEF FOR FUNERAL			7.50										7.50
OFFICER ATTEND MEETING	12.00		12.00										24.00
STAFFING LEVEL	45.00	47.50	49.50										142.00
INVESTIGATION	20.25	78.00	43.25										141.50
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	17.00	35.00	19.00										71.00
COMMUNITY RELATIONS	1.00		2.00										3.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		10.00											10.00
MISCELLANEOUS	6.00	14.25	7.75										28.00
MISCELLANEOUS REIMBURSED	59.50	33.50	24.00										117.00
Gross OFFICER OVERTIME	233.75	480.25	379.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1093.50
SUBTOTAL REIMBURSED OVERTIME	(76.50)	(78.50)	(43.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(198.00)
NET OFFICER OVERTIME	157.25	401.75	336.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	895.50
SECRETARY OVERTIME													0.00
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: \$150,000.00

Est. Expenditures through 03/31/2015 \$15,692.60

Percent of Total Budget: 10.46%

NOTES:

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

+Period

#Period

^^Period

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

++Period

##Period

*+Period

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

^Period

^^Period

*+*Period

Attachment: March 2015 PD OT Report (3266 : Police Overtime March 2015)

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: April 14, 2015

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Fire Department Overtime and EMS Billing Report for the Month of March.

ATTACHMENTS:

- MARCH (PDF)

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

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	73.5	147	98.75	48	112.5	85.25	59.75	39	83	56.25	143	48	994
EMS TRAINING	70.5	83	81	53.5	35.5	3	12	18.5	12	168.25	76.5	67.5	681.2
FIRE TRAINING	11	5.5	6	48.75	0	8	2.25	0	0	35.25	46	216.75	379.5
RESCUE CALLS	15.5	17	3.5	8.5	15.5	0	11.25	1	5.25	16	22.5	5.5	121.5
FIRE CALLS	0	0	0	0	0	0	5.25	0	0	39.75	19	0	64
MEETINGS	15	16.5	18	26.25	21	11.25	15	20.25	18.5	21.25	27.25	36.75	247
STAFFING REP.	0	41.25	3	0	6.75	51	288	45.75	17	40.5	219.75	108	821
MAINTENANCE	0	3.5	0	0	31	23	0	24	29.5	0	0	0	111
PUB. ED.	0	0	5.25	0	0	3	0	0	18.75	12.75	71.75	12	123.5
SPECIAL EVENTS	0	20	0	21	36	119.5	0	21	7.5	0	0	0	225
# FIRE RUNS	30	31	22	25	30	25	27	27	27	41	27	167	479
# of EMS RUNS	147	145	136	139	160	174	142	161	154	164	144	30	1696
DISPATCH ERRORS	6	1	3	3	9	1	4	1	5	0	1	2	36
TOTAL HRS.	185.5	333.75	215.5	206	258.25	304	393.5	169.5	191.5	390	625.75	661.5	3767.7

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2015

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	120	87	165										372
EMS TRAINING	63	301.5	91										455.5
FIRE TRAINING	0	6.75	30.75										37.5
RESCUE CALLS	11.5	8.5	23.25										43.25
FIRE CALLS	0	0	3.75										3.75
MEETINGS	141.5	132.75	65.5										339.75
STAFFING REP.	216	43.5	65.25										324.75
MAINTENANCE	4.5	1	5.25										10.75
PUB. ED.	0	19.25	37.5										56.75
SPECIAL EVENTS	0	0	0										0
# FIRE RUNS	28	25	14										67
# of EMS RUNS	170	156	184										510
DISPATCH ERRORS	4	0	5										9
TOTAL HRS.	556.5	600.25	487.25	0	0	0	0	0	0	0	0	0	1644

Special Events included in Overtime - None

Total Overtime Budget \$80,000 Expenditures through March 13 \$24,081 30%

Attachment: MARCH (3279 : Fire Department Overtime and EMS Billing Report for the Month of March.)

Incident Type Report (Summary)
From 01/01/15 To 03/31/15
Report Printed On: 04/03/2015

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Fire, other (100)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
Building fire (111)	1	0.17%	\$1,000.00	\$0.00	\$1,000.00	8.00%
Cooking fire, confined to container (113)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
Chimney or flue fire, confined to chimney or flue (114)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
Brush or brush-and-grass mixture fire (142)	2	0.34%	\$0.00	\$0.00	\$0.00	0.00%
Outside rubbish, trash or waste fire (151)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
	7	1.19%	\$1,000.00	\$0.00	\$1,000.00	8.00%
3 Rescue & Emergency Medical Service Incident						
Rescue, EMS incident, other (300)	2	0.34%	\$0.00	\$0.00	\$0.00	0.00%
Medical assist, assist EMS crew (311)	2	0.34%	\$0.00	\$0.00	\$0.00	0.00%
Emergency medical service, other (320)	5	0.85%	\$0.00	\$0.00	\$0.00	0.00%
EMS call, excluding vehicle accident with injury (321)	451	76.96%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	15	2.56%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with no injuries. (324)	2	0.34%	\$0.00	\$0.00	\$0.00	0.00%
	477	81.39%	\$0.00	\$0.00	\$0.00	0.00%
4 Hazardous Condition (No Fire)						
Hazardous condition, other (400)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
Gasoline or other flammable liquid spill (411)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
Gas leak (natural gas or LPG) (412)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide incident (424)	5	0.85%	\$0.00	\$0.00	\$0.00	0.00%
Electrical wiring/equipment problem, other (440)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
Overheated motor (442)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
Power line down (444)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
	11	1.87%	\$0.00	\$0.00	\$0.00	0.00%
5 Service Call						
Service Call, other (500)	2	0.34%	\$1,500.00	\$10,000.00	\$11,500.00	92.00%
Person in distress, other (510)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
Lock-out (511)	3	0.51%	\$0.00	\$0.00	\$0.00	0.00%
Smoke or odor removal (531)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
Assist police or other governmental agency (551)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
Assist invalid (554)	33	5.63%	\$0.00	\$0.00	\$0.00	0.00%
	41	6.99%	\$1,500.00	\$10,000.00	\$11,500.00	92.00%
6 Good Intent Call						
Good intent call, other (600)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
Dispatched and cancelled en route (611)	12	2.05%	\$0.00	\$0.00	\$0.00	0.00%
Wrong location (621)	9	1.54%	\$0.00	\$0.00	\$0.00	0.00%
No incident found on arrival at dispatch address (622)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
Smoke scare, odor of smoke (651)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
HazMat release investigation w/no HazMat (671)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
	25	4.27%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call						
False alarm or false call, other (700)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
Municipal alarm system, malicious false alarm (711)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
System malfunction, other (730)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
Sprinkler activation due to malfunction (731)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system sounded due to malfunction (735)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
CO detector activation due to malfunction (736)	7	1.19%	\$0.00	\$0.00	\$0.00	0.00%
Unintentional transmission of alarm, other (740)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
Sprinkler activation, no fire - unintentional (741)	3	0.51%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation, no fire - unintentional (743)	2	0.34%	\$0.00	\$0.00	\$0.00	0.00%
Detector activation, no fire - unintentional (744)	4	0.68%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	2	0.34%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide detector activation, no CO (746)	1	0.17%	\$0.00	\$0.00	\$0.00	0.00%
	25	4.25%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count:	586			Total Est. Loss:	\$12,500.00	

Attachment: MARCH (3279 : Fire Department Overtime and EMS Billing Report for the Month of March.)

DE PERE FIRE RESCUE
MUTUAL AID REPORT
MARCH, 2015

MUTUAL AID GIVEN

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
482	LAWRENCE	FIRE
502	ASHWAUBENON	EMS
542	ASHWAUBENON	EMS

MUTUAL AID RECEIVED

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
473	GREEN BAY	EMS
496	ASHWAUBENON	EMS
518	LAWRENCE	FIRE
519	GREEN BAY	EMS

MARCH, 2015

*OVERTIME CAUSED BY SICK LEAVE

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
2/21	31	46.5
2/28	12.5	18.75
TOTAL	43.5	65.25

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

EMS BILLING MONTHLY BILLING FIGURES

	JAN. '15	FEB. '15	MAR. '15	APR. '15	MAY '15	JUNE '15
CHARGES	105,520	49,779				
PAYMENTS	66,188	54,929				
ADJUSTMENTS	40,252	20,631				
WRITE OFFS	15	226				

	JULY '15	AUG. '15	SEPT. '15	OCT. '15	NOV. '15	DEC. '15
CHARGES						
PAYMENTS						
ADJUSTMENTS						
WRITE OFFS						

Payments to EMS	
Jan. 2015	4,786
Feb. 2015	4,054
March 2015	
April 2015	
May 2015	
June 2015	
July 2015	
Aug. 2015	
Sept. 2015	
Oct. 2015	
Nov. 2015	
Dec. 2015	
Total Paid	

Attachment: MARCH (3279 : Fire Department Overtime and EMS Billing Report for the Month of March.)

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: April 14, 2015

DEPARTMENT: Planning

FROM: Ken Pabich

SUBJECT: Review offer to purchase of City property located on Scheuring Road (Parcel WD-D0019-1) by Alliance Development. *

ATTACHMENTS:

- Sale_WD-D0019-1 (PDF)

CITY OF DE PERE

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



April 14, 2015

To: Finance Committee

From: Ken Pabich, Director of Planning and Economic Development

RE: Sale of Parcel WD-D0019-1

Andy Dumke, on behalf of Alliance Development, has made an offer to purchase parcel WD-D0019-1 which is located on Scheuring Road (see map below). The City declared the property as surplus in 2007. The City property is too small to develop on its own and the parcel to north (WD-D0021-4) is also very difficult to develop given the size and location. The buyer would like to purchase the property and combine the two lots and create one developable commercial lot.



Figure 1. City property highlighted.

The buyer had an appraisal done on the property which showed the value to be \$24,000 (see attached). Given the location and other values in the area, staff negotiated a sale for \$34,808 with no other contingences. Staff is looking for approval from the Finance Committee to complete the sale agreement and obtain Council approval.

Recommendation

Staff would recommend the Finance Committee accept the offer of \$34,808 for the property and authorize staff to negotiate the terms of the sale and develop the appropriate sale documents.

Attachment: Sale_WD-D0019-1 (3259 : Land Sale)



March 6, 2015

Ken Pabich
Director of Planning and Economic Development
City of De Pere
335 S Broadway
De Pere, WI 54115

Dear Ken,

Per our conversation, Northpointe Holdings would like to move forward with purchasing the City of De Pere's land that is contiguous to our parcel on Scheuring Road. Although our independent 3rd party appraisal came back at \$24,000, we would be willing to pay \$4.00/square foot for the 8,702 square feet, which is \$34,808. With the City allowing us to purchase this parcel it gives us a more development-friendly site. We feel we now have the opportunity to do an out-lot with a national tenant. The national tenants we have worked with in the past include Starbucks, Buffalo Wild Wings, Verizon, Noodles & Company, US Cellular, Chipotle, etc.

Upon developing this site, it will add a nice increment to the city's tax roll as well as complete the overall development plan for this area.

Sincerely,

A handwritten signature in black ink, appearing to read 'Andy Dumke', with a long horizontal flourish extending to the right.

Andy Dumke
Northpointe Holdings

APPRAISAL OF REAL PROPERTY

Vacant Land
NEC Scheuring & American
De Pere, Brown County, WI

APPRAISAL OF REAL PROPERTY

**Vacant Land
NEC Scheuring & American
De Pere, Brown County, WI**

**Prepared For:
Mr. Andy Dumke
Alliance Development
230 Ohio Street, Suite 200
Oshkosh, WI 54902**

**Prepared By:
Alliance Appraisal Group, Ltd.
4321 West College Avenue, Suite 200
Appleton, WI 54914
Appraiser File: 20150042**

Attachment: Sale_WD-D0019-1 (3259 : Land Sale)



4321 West College Avenue, Suite 200
Appleton, WI 54914

Phone: (920) 460-9005
Fax: (920) 460-9006
www.allianceappraisal.com

February 12, 2015

Mr. Andy Dumke
Alliance Development
230 Ohio Street, Suite 200
Oshkosh, WI 54902

Re: Appraisal Report
Vacant Land
NEC Scheuring & American
De Pere, Brown County, WI

Dear Mr. Dumke:

In fulfillment of our agreement as outlined in the letter of engagement shown in the addendum, I am pleased to transmit my appraisal report of the above referenced property. The purpose of the appraisal is to estimate the market value of the fee simple interest in the subject property as of February 9, 2015.

This appraisal report has been prepared in compliance with the Uniform Standards of Professional Appraisal Practice (USPAP).

The subject consists of an 8,702 square foot vacant parcel that is reduced to a usable area of 6,902 square feet due to an access easement along its western edge. The site is valued as vacant land.

Your attention is directed to the Assumptions and Limiting Conditions section of this report. Acceptance of this report constitutes an agreement with these assumptions and conditions.

Data, information, and calculations leading to the value conclusions are incorporated in the report following this letter. The report in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from this letter.

The intended use and user(s) of this report are specifically identified in the report as agreed upon in our contract for services and/or reliance language found in the report. No other use or user(s) of this report is permitted by any other party for any other purpose. Dissemination of this report by any party to non-client, non-intended users does not extend reliance to any other party and Alliance Appraisal Group, Ltd. will not be responsible for unauthorized use of the report, its conclusions or contents, used partially or in its entirety.

Attachment: Sale_WD-D0019-1 (3259 : Land Sale)

Mr. Dumke
Alliance Development
February 12, 2015
Page 2

Based on the appraisal described in the accompanying report, subject to the Assumptions and Limiting Conditions, I have made the following value conclusion:

Current As-Is Market Value:

The as-is market value of the fee simple interest in the property, as of February 9, 2015, is

Twenty Four Thousand Dollars (\$24,000)

There are no extraordinary assumptions for this appraisal.

There are no hypothetical conditions for this appraisal.

Respectfully submitted,
Alliance Appraisal Group, Ltd.



Jeffrey G. Pelegrin, MAI, FRICS
President
WI Certified General Appraiser 195-010
jeff@allianceappraisal.com

Attachment: Sale_WD-D0019-1 (3259 : Land Sale)

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: April 14, 2015

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Consideration of contracting with Key Benefit Concepts, LLC to complete Other Post Employment Benefit (OPEB) Liability Study.*

The post-employment actuarial valuation is a tool needed by the auditors to complete a public entity's financial statements. Any public entity that provides a post-employment benefit to retirees under age 65, or just allows retirees to self-pay the premium to stay on the health plan, must have such a valuation.

The Government Accounting Standards Board (GASB) requires that the actuaries look at the value of the benefit rather than the cost. In the case of the City of De Pere, until recently, retirees have paid nearly the same premium (2% higher) as actives for many years. From an actuarial perspective, older employees and retirees tend to spend more of the health care dollars than the younger employees (even with maternity claims included). We have also quantified this in the City's plan by analyzing and comparing claims for the retiree and the active groups. Thus, we know that the retirees have a greater value than the younger active employees. This value difference is referred to by GASB as the implicit rate subsidy. Although this cost is not tangible, since it is blended in the premium rates accounted for by the younger employees, it is a due to retirees and the benefits they receive. Therefore, it must be quantified and included on the City's financial statements.

We have requested quotes from Actuarial & Health Care Solutions (AHCS), Milliman and Key Benefit Concepts to perform this valuation. Listed below are the rates they quoted.

- AHCS \$300 per hour with a max of 3,750 (plus \$750 to present findings)
- Key Benefit Concepts \$3,200 (plus mileage from Wales Wisconsin to present findings)
- Milliman \$10,000 (plus time and expenses to present findings)

Key Benefit Concepts has been a leader in understanding and explaining the GASB post-employment benefits and are providing post-employment valuations for the majority (about 80%) of the school districts in the state as well as many cities and counties. Given their reputation and competitive quote, our broker, M3 Insurance is very comfortable recommending them to the City of De Pere, and is confident they will do an excellent job.

The cost for this study will be taken directly out of the health fund. This is a study that must be performed every 2-3 years.

Feel free to contact me at 339-4045 if you should have any questions prior to the meeting.

ATTACHMENTS:

- City of De Pere - Post Employment Valuation Proposal 3-2015 (PDF)
- Huttleston Associates - Proposal to the City of DePere - 3-10-15 (PDF)
- Metzler01 - GASB 45 Proposal - City of DePere (PDF)

Key Benefit Concepts, LLC

City of De Pere



Proposal for an Actuarial Valuation of Post Employment Benefits

March 2015



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City of De Pere Post Employment Benefit Actuarial Liability Study

About Key Benefit Concepts, LLC

Key Benefit Concepts, LLC (KBC) is an actuarial and employee benefits consulting firm. Established in 1992, our mission statement is grounded in the delivery of unbiased counsel to employers in the evaluation, design and implementation of employee benefit programs. Over the years, we have provided innovative solutions to public and private employers in addition to Taft Hartley groups.

As consultants, we do not receive commissions, overrides, bonuses, trips, etc. as payment for our services. Our compensation comes from our clients based on an hourly fee or project basis. This guarantees that our motivation is to serve our clients' needs.

We bring to our clients a variety of experiences and diversity of talents. From strategists to claim audit experts, we add value by providing a depth and breadth of knowledge, which has defined our success. Associations with individuals who provide legal and clinical expertise assure that we provide thorough assessments and comprehensive solutions that meet our clients' goals.

Summary and Objectives

With the issuance of a Government Accounting Standards Board ("GASB") statement on Other Post Employment Benefits ("OPEB"), the City of De Pere ("the City") desires to have an actuarial study conducted that will provide a calculation of their OPEB liability. (This statement requires a change from cash to an accrual basis for retiree benefit programs.)

In preparing this proposal, KBC has identified the following objectives for the City:

- Address the requirements under GASB Statements 43 and 45.
- Engage an actuary experienced in healthcare benefits and retirement actuarial valuations.
- Prepare an updated measurement of the City's OPEB liabilities.
- Quantify the City's OPEB liabilities to determine the magnitude and impact of the liability.
- Utilize the findings to strategize for long-term planning.

Project Scope

Preparation Phase

- I. Mutually determine the scenarios and desired outcomes of the project.
- II. Review data gathered from the City.
- III. Follow up with the City, vendors or any other party to obtain additional information, as needed.
- IV. Create data worksheets.
- V. Evaluate and prepare demographic and service tables.

Actuarial Valuation Phase

- I. Determine appropriate assumptions to complete valuation.
- II. Calculate the present value of future benefits, based upon the data provided and current GASB actuarial liability methodologies. This will be calculated for each employee and retiree - valuing the medical benefit in addition to the implicit rate subsidy, if any.
- III. Calculate the OPEB liability scenarios based upon trends, plan design and/or interest assumptions.
- IV. Develop and prepare the Summary Report for the City including a telephonic review of the draft report and one visit to the City to present the finalized report to the City. The fee for the visit is noted herein.

The study involves valuation of the implicit rate subsidy. Included in the proposal is the summary of the retiree eligibility and benefit based upon the data provided by the City. This summary is the basis by which our proposal was developed.

Note that the implicit rate subsidy is only applied when retirees are enrolled in a city's medical benefit plan. It is not applied, however, when retirees participate in a city's life and/or dental insurance plans.

GASB guidelines require the OPEB benefit to be based upon the *value* of the health care benefits rather than the premium cost. The difference between the premium cost and the value of the benefit is known as the Implicit Rate Subsidy.

Implicit Rate Subsidy exists when an employer's retirees and current employees are covered together as a group wherein the premium rate or premium equivalent rate paid by the retirees may be lower than they would be if the retirees were rated separately. The final GASB Statements declare that even if the retirees pay 100% of the premium, without a contribution from the employer, the employer is required to treat the implicit rate subsidy as an OPEB liability.

Value

Successful outcomes are assured when our clients play an active role in their projects, which in turn provides value to the City. We understand that establishing a solid relationship with an actuarial firm is a proactive approach that will help the City plan for long-term financial and business goals. As such, Key Benefit Concepts, LLC engages in projects when we know we can deliver value to our client.

The value to the City of De Pere is:

- To meet accounting and reporting requirements
- To more thoroughly and thoughtfully address the provision of retiree health care benefits.
- Gain an understanding of how the obligation impacts the City, its employees and retirees.
- Utilize the information developed to assess and evaluate benefit program cost and strategy, particularly as it relates to retiree health benefits.

GASB Statements 43 & 45 Experience

KBC has been a leader in interpreting GASB Statements 43 and 45 and in assisting public entities in their compliance with GASB requirements for actuarial valuations of their OPEB liability. KBC has worked closely with officials from the Wisconsin Department of Public Instruction (DPI) as well as with auditors, and have had countless conversations with GASB to assure that our valuations not only meet but also exceed the required standards, and additionally, to assure that our report is provided in a user-friendly format for public entities and auditors alike. KBC has also gained much experience from performing valuations for numerous public entities all over the State of Wisconsin.

Post Employment Benefit Project Fee

Our fee for this project is based upon plan/classifications as described on the Post Employment benefit summaries at the end of the proposal.

Standard Detailed Valuation: The standard valuation report includes calculation of the liabilities resulting from all eligible classifications broken out such that the City is able to identify the specific active and retiree liabilities by classification. This report may prove helpful in evaluation of the impact to the OPEB liability resulting from plan changes by classification and/or funding by classification.

OPEB and Supplemental Pension Valuation Fee	
Standard Detailed OPEB Valuation	\$ 3,200
On-site Presentation (Visit) to City	\$ 400

Fees noted in this proposal are valid if accepted by April 30, 2015.

The fees for service is expected to be within the fee range shown, but shall be no more than the higher fee noted in the range. This allows for discrepancies in the benefit summaries and/or modifications to the valuation as determined at acceptance. Subsequent studies and alterations are not included in the above noted fee range. Our fees include preparation of an electronic version of the report and up to 2 hard copies of the final valuation report, if requested. Additional expenses such as travel, additional copies of the report, and/or materials other than correspondence will be billed at cost. Statements for work completed will be invoiced on a monthly basis. The first invoice will be sent following completion of the draft report. Payment is due upon receipt. A second invoice will be sent if/when a presentation of the final report is provided to the City.

Acceptance

This forms an agreement between the City of De Pere and Key Benefit Concepts, LLC.

Standard Detailed Post Employment Benefit Valuation:

The City accepts KBC's proposal for a Post Employment Actuarial Valuation.

Please indicate if the City's medical plan is:

- ☐ Insured
☐ Self-insured

Please check one box below

- ☐ The Post Employment Benefit Summary as provided in this proposal, accurately and completely reflects the retirement benefits offered by the City.
- ☐ The Post Employment Benefit Summaries accurately and completely reflect the retirement benefits offered by the City given the modifications made by the City and noted with this acceptance. KBC will review the changes and reply with modifications to our fees, if needed, based upon the noted benefit changes. *(Please mark changes on page 5.)*

Disclaimer:

- Upon receipt of the eligibility and post employment benefit data required for valuation, should we find that eligibility and/or benefits are significantly different than outlined in this proposal, KBC reserves the right to revise our proposal and the associated fees for the study.
- To avoid additional charges, please make sure the benefit summaries provided are correct.** Upon review of the draft report should further modifications be required beyond those noted in the summary with the acceptance, wherein the calculated liabilities are affected, additional fees will be charged. These fees will be based upon the additional time required to recalculate the liabilities. With the inclusion of the additional fee, the total due may exceed the fee range noted in this proposal.

City of De Pere

Shannon Metzler, Human Resources Director

Key Benefit Concepts, LLC

 March 6, 2015

Linda R. Mont, RHU, Senior Benefit Consultant, Managing Member

Facsimiles of acceptance signatures shall be as valid as the original signatures.

City of De Pere

Post-Employment Benefit Summary

All City Employees

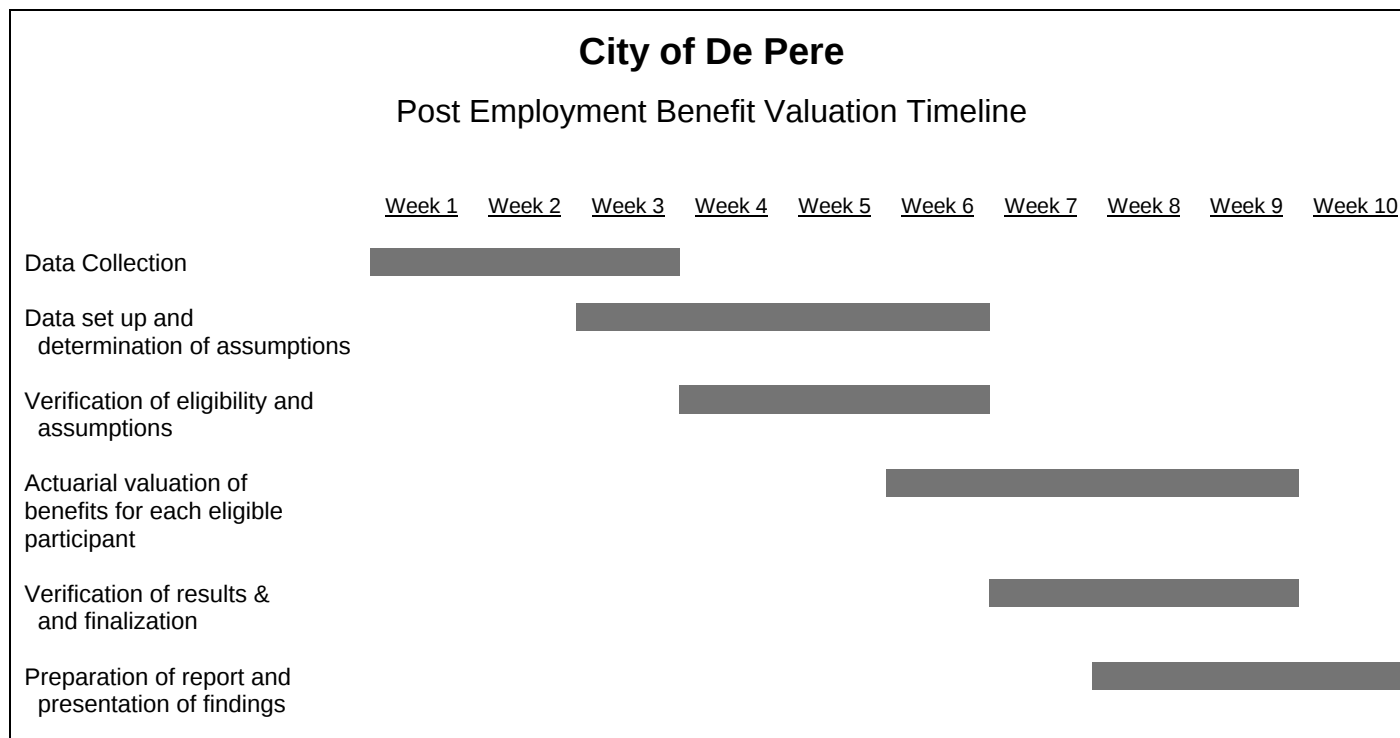
Eligibility	OPEB
Upon retirement	<u>Medical Insurance</u> (<i>Implicit Rate Subsidy Only</i>): Retirees may choose to remain on the City's medical plan provided that they pay 102% (COBRA rates) of the active premium rate or Medicare Supplement plan rate.

The city will provide census and claims information by the following classifications and the related obligations will be broken out in the same manner:

- a. Active police
- b. Active fire
- c. Active – all other employees
- d. All retirees (no retiree breakout by classification)

Timetable

Below is a 10-week timetable for the completion of the post employment benefits as proposed.



Assuming that all data is obtained from the City within 3 weeks of acceptance, the valuation will be completed within the 10 week timetable noted above. Note that during periods of high volume, the timetable may be longer.

KBC's Consulting Team

KBC's consulting services are provided by a team of highly qualified experienced professionals. Linda Mont is a senior consultant and managing member. As such, she is responsible for overseeing all work performed. The biographies of KBC personnel actively involved in the actuarial and technical portions of the projects are at the end of this proposal.

Linda R. Mont, RHU

Linda Mont is the senior benefit consultant at Key Benefit Concepts and has over 25 years experience providing health care benefit services to private and public sector employers.

Linda's areas of expertise include:

- ❖ Analyze claims data to evaluate appropriate use, overuse and abuse
- ❖ Review and analysis of current health care plan designs and recommendations for plan modifications
- ❖ Review and evaluation of utilization review programs and prescription drug benefit managers and programs
- ❖ Evaluate and develop elements of flexible benefit programs, administration and communication
- ❖ Review and/or develop summary plan descriptions and master plan documents
- ❖ Auditing of claims and administrative services of insurance companies and third party administrators
- ❖ Develop bid specifications, bidding, analysis and implementation of new claims administration
- ❖ Analyze plan experience and renewal negotiations with insurance companies, provider networks and third party administrators
- ❖ Evaluation of funding options and plan risk tolerance. Assisting employers in the determination of appropriate aggregate and specific stop-loss levels.

Linda Mont has been a benefits consultant with KBC over 20 years. Prior to that, she was a health and welfare consultant in the Milwaukee office of William M. Mercer, Incorporated and a service representative in the Brookfield, WI office of CNA Insurance Companies.

She has a Bachelors of Arts degree in Management & Communications from Concordia University, Mequon, Wisconsin. She is a registered health underwriter (RHU). She is also a licensed life, health, property and casualty insurance intermediary for the State of Wisconsin, a member of the Milwaukee Claim Association, the International Foundation of Employee Benefit Plans and the Greater Milwaukee Employee Benefit Council. She is also an affiliate member of the Wisconsin School Board Association. Linda Mont is an experienced speaker for several organizations providing relative information on topics within her expertise as noted above.

Email: lmont@keybenefits.com

Robert Goldthorpe

Robert Goldthorpe is an actuarial consultant at Key Benefit Concepts. He is an expert in mathematical modeling as well as statistical and mathematical analysis. In addition, Robert has a diverse background in computer programming.

Robert's areas of expertise include:

- ❖ Systems Modeling
- ❖ Statistics and Probability
- ❖ Calculus based Mathematics
- ❖ Numerical Analysis
- ❖ Data Structures and Algorithms
- ❖ Linear Algebra and Matrix Theory

He also possesses the following computer skills:

- ❖ Java, C, C++, Visual Basic: Computer Programming
- ❖ Database management
- ❖ MATLAB: Linear Programming

As an actuarial consultant, Robert performs a wide variety of services including:

Health and Welfare benefits

- ❖ Calculations of incurred but not reported health liabilities (IBNR)
- ❖ Analysis and design of funding and reserves for insured and self-funded programs
- ❖ Demographic studies
- ❖ Pricing and plan design studies

Post-employment benefits

- ❖ Valuation of retiree health liabilities
- ❖ Valuation of post retirement life insurance
- ❖ Valuation of post retirement discounts
- ❖ Projection of future benefit payouts

Robert Goldthorpe has a Bachelor's of Science degree in Applied Mathematics with Application in Actuarial Science and minor in Computer Science from the University of Wisconsin-Madison. He is currently pursuing the Associate of the Society of Actuaries (ASA) designation.

Email: robertg@keybenefits.com

John Lavarda

John Lavarda is an actuarial consultant at Key Benefit Concepts (KBC). He is experienced with both statistical and mathematical analysis.

John's areas of expertise include:

- ❖ Statistics and Probability
- ❖ Calculus based Mathematics
- ❖ Numerical Analysis
- ❖ Financial Mathematics
- ❖ Regression Analysis

As an actuarial consultant, John performs a wide variety of services including:

Health and Welfare benefits

- ❖ Calculations of incurred but not reported health liabilities (IBNR)
- ❖ Analysis and design of funding and reserves for insured and self-funded programs
- ❖ Demographic studies
- ❖ Pricing and plan design studies

Post-employment benefits

- ❖ Valuation of retiree health liabilities
- ❖ Valuation of post retirement life insurance
- ❖ Valuation of post retirement discounts
- ❖ Projection of future benefit payouts

John Lavarda has a Bachelor's of Business Administration degree in Actuarial Science from the University of Wisconsin – Madison. John is currently taking courses/exams to become an Associate of the Society of Actuaries.

Email: johnl@keybenefits.com

Steven L. Diess, EA, MAAA

Steve is an Enrolled Actuary (EA) and a Member of the American Academy of Actuaries (MAAA). He has over 20 years of experience providing actuarial services in the pension benefits marketplace. Steve specializes in defined benefit plan design, retiree medical plan consulting, and public and private employer accounting for pension and OPEB plans.

Areas of Expertise:

Post-employment benefits

- ❖ Valuation of retiree health liabilities
- ❖ Valuation of post-retirement life insurance
- ❖ Valuation of post-retirement discounts
- ❖ Projection of future benefit payouts

Pension benefits

- ❖ Valuation of defined benefit pension plans
- ❖ ESOP emerging liability studies
- ❖ Projection of future benefit payouts
- ❖ Income replacement studies

Steve earned a B.S. in Math from Santa Clara University. As an Enrolled Actuary (EA), Steve has worked with both private and public sector employers.

City of De Pere



200 West Summit Avenue
Suite 270
Wales, Wisconsin 53183
(262) 522-6415
www.keybenefits.com



HUTTLESTON ASSOCIATES

ACTUARIAL CONSULTANTS

7941 TREE LANE
MADISON, WISCONSIN 53717
PHONE: (608) 829-3887
FAX: (608) 829-3886

Proposal to the

City of DePere

To Provide Actuarial Services

For the Valuation of

Retiree Medical Benefits

March 10, 2015

Proposer Information

Company/Contact Information	
Company name	Huttleston Associates, Inc.
Company address	7941 Tree Lane, Suite 200 Madison, WI 53717
Company website	www.huttlestongroup.com
Contact person	David A. Huttleston
Contact telephone	608-829-3887
Contact cell phone	608-347-2421
Contact fax	608-829-3886
Contact e-mail	davidsr@hddesign.com
Contact address	7941 Tree Lane, Suite 200 Madison, WI 53717

General

- What we provide:

We provide actuarial services to insurance companies, insured or self-funded benefits programs, employees and unions.

- Background Information:

Other information concerning my background and our company are detailed on our LinkedIn sites.

- Person to contact regarding this procurement.

David A. Huttleston, ASA, MAAA, FCA
7941 Tree Lane, Suite 200, Madison, WI
Telephone: 608-829-3887
E-mail: davidsr@hddesign.com

General Information

- Huttleston Associates, Inc. (HAI) was formed to provide actuarial services to insurers and employers in 1975.
- HAI has provided services to VEBA and/or self-funded clients in over ten states and the District of Columbia. Most notable are the National Education Association and their affiliates in seven states. We have also worked for many other self-funded employers and unions. In Wisconsin, we have worked for many years with self-funded public sector employers and/or the employee union therein. In one case, Green Bay Area Public Schools, we worked with the Union concerning benefit bargaining and the District on funding their self-funded medical and dental programs.

Here in Wisconsin, I have worked on several such plans for organizations including: Wisconsin Restaurant Association, Wisconsin Counties Association, Wisconsin Hospital Association, Wisconsin Public Power Inc., Electric Cooperative of Wisconsin and Wisconsin Farmers Cooperative.

- The staff assigned to work with the City of DePere, besides myself, are Leah Dudley and Danielle (Becky) Nolte. Leah is an Associate in the Society of Actuaries, with a Master's in Statistics and has been with us since 2001. Becky has a BA in Accounting and has been with us since 2003. The HAI style of consulting utilizes all three of us on an account with all work peer reviewed before it is discussed externally.
- We prospectively seek changes that will improve the program for the future. Members of the Board and the staff are the experts in the characteristics of their organization. HAI is a small firm with a solid and enviable record for expertise, performance and affordability. For over 30 years we have experienced market volatility and a changing atmosphere in employee benefits. However, throughout this unpredictability, HAI has survived as a small independent company.
- Our staff takes a personal interest in all projects and has a level of commitment that extends well beyond individual job descriptions. If HAI is the successful bidder we will not only deliver but excel.

Our Bid is Simple:

- Using an hourly rate of \$300 for actuarial staff time, our bid for this year would be capped at \$3,750.

The only additional charge would be a flat \$750 for an in-person meeting in DePere when our report would be discussed.

If the City agrees, at this time, to a two-year commitment, the second year base charge will be capped at \$3,000.



15800 Bluemound Road
Suite 100
Brookfield, WI 53005
USA
Tel +1 262 784 2250
Fax +1 262 923 3680

milliman.com

Catherine L. Knuth, FSA, MAAA
Principal and Consulting Actuary

catherine.knuth@milliman.com

December 16, 2014

Ms. Shannon Metzler, PHR
Human Resources Director
City of DePere
335 S Broadway Street
DePere, WI 54115

Re: GASB 45 Proposal for the City of DePere

Dear Shannon:

Thank you for the opportunity to submit this proposal to perform an actuarial valuation of the City of DePere's (The City's) obligations for Other Post Employment Benefits (OPEB) under Governmental Accounting Standards Board Statement No. 45 (GASB 45).

PROPOSED SERVICES

Milliman will provide an actuarial valuation of the City of DePere's GASB 45 obligation, including the following services:

- Development of actuarial assumptions, including retiree medical claim cost assumptions
- Calculation of the GASB 45 accumulated postretirement benefit obligation and associated annual required contribution
- Preparation of associated disclosure items for the City's auditors
- Ten-year projection of cash flow and the GASB 45 net periodic benefit cost
- Breakdown of results by department or union, as requested
- Written summary of results, assumptions, and methodology

ABOUT MILLIMAN AND YOUR CONSULTANTS

Milliman is among the world's largest independent actuarial and consulting firms. With more than 2,800 employees, the firm serves the full spectrum of business, governmental, and financial organizations. Milliman was founded in 1947 and today has offices in principal cities worldwide, covering markets in North America, Latin America, Europe, Asia and the Pacific, and the Middle East. We consult in four major areas: health insurance, retirement plans, casualty insurance, and life insurance. Our health-consulting clients include large public and private employers, insurance companies, health maintenance organizations, healthcare providers, governmental organizations, and other risk-taking entities.



Ms. Shannon Metzler
City of DePere
December 16, 2014
Page 2 of 3

Staff from Milliman's Chicago-Milwaukee office will provide services for the City of DePere. Our Chicago-Milwaukee office employs about 250 total employees in all consulting areas and consults both locally and nationally. We have conducted GASB 45 valuations for more than 50 Wisconsin governmental entities within the past several years.

I (Catherine L. Knuth, FSA, MAAA) will be responsible for managing the City of DePere's engagement. I am a Principal and Consulting Actuary with more than 20 years of experience as a consultant and actuary with particular experience in the design, pricing and underwriting of health and welfare benefits. I have experience in OPEB actuarial valuations since the adoption of Financial Accounting Standard No. 106 for the private sector in the early 1990s and I have helped several governmental entities with their GASB 45 obligations.

DATA REQUEST

Please see the attached Data Request worksheet for a list of the information Milliman will need to complete this project. The first tab of the worksheet describes the general data needs. The second, third and fourth tabs provide a format we would like you to use to provide the census data and the claims data. The last tab contains a list of questions about your plan. I have pre-populated the answers to many of the questions based on my December 11 conversation with you. Please make any necessary changes and fill in items I did not pre-populate.

TIMING AND FEES

I propose a flat fee of \$10,000 for this project based upon:

- Receipt of accurate data prepared in accordance with the data request.
- Communication of results in our standard written report, without customization.
- Valuation of the current plan design, without alternatives.
- No on-site meeting

Regular time-and-expense charges will apply in addition to the flat fee for work done by Milliman that is related to data that is not provided according to specifications.

Often, clients would like testing of benefit alternatives to determine the impact on their OPEB liability. The City may desire to set aside an additional budget of \$2,000 to \$3,000 in case you would like to engage us for these optional services.

Milliman will finish our evaluation within four to six weeks of receiving all data in the requested format.

CONSULTING SERVICES AGREEMENT

Milliman's policy is to have a signed Consulting Services Agreement (CSA) and HIPAA Business Associate Agreement (BAA) with every client. I have attached our standard agreements for your review and signature.





Ms. Shannon Metzler
City of DePere
December 16, 2014
Page 3 of 3

Shannon, thank you again for the opportunity to provide this proposal. If you wish to proceed with this project, please sign and return this engagement letter, CSA, and BAA to me. Electronic versions with scanned signatures are acceptable. If you have any questions please feel free to call me at (262) 796-3423.

Sincerely,

Catherine L. Knuth, FSA, MAAA
Principal and Consulting Actuary

CLK/laa

cc: Cindy Van Asten – M3

Attachments

GASB 45 Proposal for the City of DePere

Accepted by:

Signature

City of DePere
Print Name

Title

Date

Attachment: Metzler01 - GASB 45 Proposal - City of DePere (3286 : Recommendation to hire Key Benefit Concepts, LLC to complete OPEB



CONSULTING SERVICES AGREEMENT BETWEEN CITY OF DEPERE AND MILLIMAN

Attachment: Metzler01 - GASB 45 Proposal - City of DePere (3286 : Recommendation to hire Key Benefit Concepts, LLC to complete OPEB

MILLIMAN, INC. CONSULTING SERVICES AGREEMENT

This Agreement is entered into between Milliman, Inc. ("Milliman") and City of DePere ("Company") as of December 16, 2014. Company has engaged Milliman to perform consulting services as described in the letter dated December 16, 2014 and attached hereto. Such services may be modified from time to time and may also include general actuarial consulting services. These terms and conditions will apply to all subsequent engagements of Milliman by Company unless specifically disclaimed in writing by both parties prior to the beginning of the engagement. In consideration for Milliman agreeing to perform these services, Company agrees as follows.

1. **BILLING TERMS.** Company acknowledges the obligation to pay Milliman for services rendered, whether arising from Company's request or otherwise necessary as a result of this engagement, at Milliman's standard hourly billing rates for the personnel utilized plus all out-of-pocket expenses incurred. Milliman will bill Company periodically for services rendered and expenses incurred. All invoices are payable upon receipt. Milliman reserves the right to stop all work if any bill goes unpaid for 60 days. In the event of such termination, Milliman shall be entitled to collect the outstanding balance, as well as charges for all services and expenses incurred up to the date of termination.
2. **TOOL DEVELOPMENT.** Milliman shall retain all rights, title and interest (including, without limitation, all copyrights, patents, service marks, trademarks, trade secret and other intellectual property rights) in and to all technical or internal designs, methods, ideas, concepts, know-how, techniques, generic documents and templates that have been previously developed by Milliman or developed during the course of the provision of the Services provided such generic documents or templates do not contain any Company Confidential Information or proprietary data. Rights and ownership by Milliman of original technical designs, methods, ideas, concepts, know-how, and techniques shall not extend to or include all or any part of Company's proprietary data or Company Confidential Information. To the extent that Milliman may include in the materials any pre-existing Milliman proprietary information or other protected Milliman materials, Milliman agrees that Company shall be deemed to have a fully paid up license to make copies of the Milliman owned materials as part of this engagement for its internal business purposes and provided that such materials cannot be modified or distributed outside the Company without the written permission of Milliman or except as otherwise permitted hereunder.
3. **LIMITATION OF LIABILITY.** Milliman will perform all services in accordance with applicable professional standards. The parties agree that Milliman, its officers, directors, agents and employees, shall not be liable to Company, under any theory of law including negligence, tort, breach of contract or otherwise, for any damages in excess of three (3) times the professional fees paid to Milliman with respect to the work in question. In no event shall Milliman be liable for lost profits of Company or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of Milliman.
4. **DISPUTES.** In the event of any dispute arising out of or relating to the engagement of Milliman by Company, the parties agree that the dispute will be resolved by final and binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association. The arbitration shall take place before a panel of three arbitrators. Within 30 days of the commencement of the arbitration, each party shall designate in writing a single neutral and independent arbitrator. The two arbitrators designated by the parties shall then select a third arbitrator. The arbitrators shall have a background in either insurance, actuarial science or law. The arbitrators shall have the authority to permit limited discovery, including depositions, prior to the arbitration hearing, and such discovery shall be conducted consistent with the Federal Rules of Civil Procedure. The arbitrators shall have no power or authority to award punitive or exemplary damages. The arbitrators may, in their discretion, award the cost of the arbitration, including reasonable attorney fees, to the prevailing party. Any award made may be confirmed in any court having jurisdiction.

**MILLIMAN, INC.
CONSULTING SERVICES AGREEMENT**

Any arbitration shall be confidential, and except as required by law, neither party may disclose the content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors.

5. **CHOICE OF LAW.** The construction, interpretation, and enforcement of this Agreement shall be governed by the substantive contract law of the State of New York without regard to its conflict of laws provisions. In the event any provision of this agreement is unenforceable as a matter of law, the remaining provisions will stay in full force and effect.
6. **NO THIRD PARTY DISTRIBUTION.** Milliman's work is prepared solely for the internal business use of Company. Milliman's work may not be provided to third parties without Milliman's prior written consent. Milliman does not intend to benefit any third party recipient of its work product, even if Milliman consents to the release of its work product to such third party.
7. **USE OF MILLIMAN'S NAME.** Company agrees that it shall not use Milliman's name, trademarks or service marks, or refer to Milliman directly or indirectly in any media release, public announcement or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites or business presentations without Milliman's prior written consent for each such use or release, which consent shall be given in Milliman's sole discretion.
8. **CONFIDENTIALITY.** Any information received from Company will be considered "Confidential Information." However, information received from Company will not be considered Confidential Information if (a) the information is or comes to be generally available to the public through no fault of Milliman, (b) the information was independently developed by Milliman without resort to information from the Company, or (c) Milliman appropriately receives the information from another source who is not under an obligation of confidentiality to Company. Milliman agrees that Confidential Information shall not be disclosed to any third party.

MILLIMAN, INC.

CITY OF DEPERE

By: 
(signature)

By: _____
(signature)

Name: Catherine L. Knuth

Name: _____

Title: Principal and Consulting Actuary

Title: _____

Date: December 16, 2014

Date: _____



**BUSINESS ASSOCIATE AGREEMENT
BETWEEN CITY OF DEPERE AND MILLIMAN**

Attachment: Metzler01 - GASB 45 Proposal - City of DePere (3286 : Recommendation to hire Key Benefit Concepts, LLC to complete OPEB

MILLIMAN, INC. BUSINESS ASSOCIATE AGREEMENT

This BUSINESS ASSOCIATE AGREEMENT ("Agreement") is entered into effective December 16, 2014 by and between City of DePere ("Client") and Milliman, Inc. ("Milliman").

RECITALS

A. Client is a Covered Entity as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and is therefore subject to HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009 ("HITECH"), and the privacy standards adopted by the U.S. Department of Health and Human Services ("HHS"), 45 C.F.R. parts 160 and 164, subparts A and E ("Privacy Rule"), the security standards adopted by the HHS, 45 C.F.R. parts 160, 162, and 164, subpart C ("Security Rule"), and the breach notification standards adopted by HHS, 45 C.F.R. Subpart D ("Breach Notification Standards"), as each may be amended from time to time (collectively, HIPAA, HITECH, the Privacy Rule, Security Rule, and Breach Notification Standards shall be referred to herein as the "HIPAA Regulations").

B. Protected Health Information received from Client or created or received by Milliman on behalf of Client ("PHI") may be needed for Milliman to perform the services (the "Services") requested by Client and described in any underlying agreement between the parties (the "Underlying Agreement").

C. To the extent Milliman needs to access PHI to perform the Services, it will be acting as a Business Associate of Client and will be subject to certain provisions of the HIPAA Regulations.

D. Milliman and Client wish to set forth their understandings with regard to the use and disclosure of PHI by Milliman so as to comply with the HIPAA Regulations.

AGREEMENTS

In consideration of the Recitals and the mutual agreements below, the parties agree as follows:

1. Defined Terms. Capitalized terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

2. Milliman's Obligations and Permitted Activities.

(a) Milliman agrees to not use or further disclose PHI other than as required to perform the Services, requested by Client or Required By Law, or as otherwise permitted herein.

(b) Milliman agrees to use reasonable safeguards to prevent use or disclosure of PHI other than as provided for by this Agreement, and shall develop, implement, maintain, and use appropriate administrative procedures and physical and technical safeguards, to reasonably preserve and protect the confidentiality, integrity, and availability of electronic PHI.

(c) Milliman agrees to report to Client, without unreasonable delay and in no case later than five (5) business days following actual knowledge by Milliman:

(i) Any use or disclosure of PHI not provided for by this Agreement.

(ii) Any Security Incident of which Milliman becomes aware; provided, however, that the parties acknowledge and agree that this section constitutes notice by Milliman to Client of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents of which no additional notice to Client shall be required. Unsuccessful Security Incidents shall include, but not be limited to, pings and other broadcast attacks on Milliman's firewall, port scans, unsuccessful log-on attempts, denials of service, and any combination of the above, so long as such incidents do not result in unauthorized access, use, or disclosure of Client's electronic PHI.

MILLIMAN, INC.
BUSINESS ASSOCIATE AGREEMENT

(iii) Any Breach of Unsecured PHI, as defined in 45 CFR 164.402. Following the initial notification of any such Breach, Milliman shall provide a report to Client that includes, to the extent possible: [A] a brief description of what happened, including the date of occurrence and the date of the discovery by Milliman; [B] a description of the PHI affected, including the names of any Individuals whose PHI has been or is reasonably believed to have been accessed, acquired, or disclosed and the types of PHI involved (such as full name, social security number, date of birth, home address, account numbers, etc.); and [C] a brief description of what Milliman has done to investigate the Breach, to mitigate harm to Individuals, and to protect against any further Breaches. Milliman also shall provide to Client any other available information Client is required to include in its notification to affected Individual(s).

(d) Milliman agrees to ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of Milliman agree to the same or substantially similar restrictions and conditions as those that apply to Milliman with respect to such PHI.

(e) Milliman shall make its internal policies, procedures, and records relating to the use and disclosure of PHI reasonably available to the Secretary or to Client if necessary or required to assess Milliman's or the Client's compliance with the HIPAA Regulations.

(f) It is not anticipated that Milliman will maintain a Designated Record Set on behalf of Client; however, if Milliman maintains a Designated Record Set on behalf of Client, Milliman agrees to, at Client's written request: (i) provide access to such PHI in order to assist Client in meeting its obligations under the Privacy Rule, and (ii) make any amendment(s) to such PHI as Client so directs or agrees to pursuant to the Privacy Rule.

(g) So that Client may meet its disclosure accounting obligations under the HIPAA Regulations, Milliman agrees to document disclosures of PHI made by Milliman which are not excepted from disclosure accounting requirements under the HIPAA Regulations and to provide such an accounting to Client at Client's written request.

(h) To the extent that Milliman is engaged to carry out one or more of Client's obligations under the Privacy Rule, Milliman shall comply with such requirements that apply to Client in the performance of such obligations.

(i) Milliman may use PHI for Milliman's proper management and administration or to carry out its legal responsibilities. Milliman may disclose PHI for Milliman's proper management and administration, provided that: (i) Milliman obtains reasonable assurances from the person to whom PHI is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person; and (ii) the person notifies Milliman of any instances of which it is aware in which the confidentiality of PHI has been breached. Milliman also may make disclosures that are required by law.

(j) Milliman may use PHI to provide Data Aggregation services to Client as permitted by the Privacy Rule.

(k) Milliman may deidentify PHI in accordance with the requirements of the Privacy Rule; provided that all identifiers are destroyed or returned in accordance with this Agreement.

(l) Milliman may create a Limited Data Set for the purpose of providing the Services, provided that Milliman:

(i) Does not use or further disclose PHI contained in the Limited Data Set except as necessary to provide the Services or as provided for in this Agreement or otherwise Required By Law;

(ii) Uses appropriate safeguards to prevent the use or disclosure of PHI contained in the Limited Data Set other than as provided for by this Agreement;

MILLIMAN, INC.
BUSINESS ASSOCIATE AGREEMENT

(iii) Reports to Client any use or disclosure of PHI contained in the Limited Data Set of which Milliman becomes aware that is not provided for by this Agreement;

(iv) Ensures that any agents or subcontractors to whom it provides access to the Limited Data Set agree to the same restrictions and conditions that apply to Milliman under this Agreement; and

(v) Does not re-identify PHI or contact the Individuals whose information is contained within the Limited Data Set.

3. Client's Obligations.

(a) Client shall not request Milliman to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Client.

(b) Client shall clearly and conspicuously designate all PHI as such before providing it to Milliman.

(c) Client acknowledges and agrees that neither this Agreement nor the Underlying Agreement requires Milliman to make any disclosure for which an accounting would be required under the HIPAA Regulations. Client further agrees that it shall be solely responsible for tracking and providing Individuals an accounting of any disclosures made by Client to Milliman.

(d) Client acknowledges and agrees that the provisions of section 2(l) of this Agreement shall constitute a Data Use Agreement between the parties.

4. Term and Termination.

(a) Term. This Agreement shall be effective as of the date first written above, and shall terminate when all PHI is destroyed or returned to Client. If Milliman determines, in accordance with subsection 4(c) below, that it is infeasible to return or destroy PHI, the protections of this Agreement with respect to such PHI shall remain in effect until such PHI is returned or destroyed.

(b) Termination. Upon Client's knowledge of a material breach by Milliman, Client shall either:

(i) Provide an opportunity for Milliman to cure the breach or end the violation and terminate this Agreement if Milliman does not cure the breach or end the violation within the time specified by Client; or

(ii) Immediately terminate this Agreement if Milliman has breached a material term of this Agreement and cure is not possible.

(c) Obligations of Milliman Upon Termination. Upon termination of this Agreement, for any reason, Milliman shall:

(i) Retain only that PHI which is necessary for Milliman to continue its proper management and administration or to carry out its legal responsibilities;

(ii) Return to Client or destroy the remaining PHI that Milliman still maintains in any form ("Remaining PHI");

(iii) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section 4(c), for as long as Milliman retains the PHI;

MILLIMAN, INC.
BUSINESS ASSOCIATE AGREEMENT

(iv) Not use or disclose the PHI retained by Milliman other than for the purposes for which such PHI was retained and subject to the same conditions set out at Section 2(h) above which applied prior to termination; and

(v) Return to Client or destroy the PHI retained by Milliman when it is no longer needed by Milliman for its proper management and administration or to carry out its legal responsibilities.

(d) Infeasibility of Return or Destruction. If Milliman determines that returning or destroying the Remaining PHI is infeasible, the protections of this Agreement shall continue to apply to such PHI, and Milliman shall limit further uses and disclosures of PHI to those purposes that make the return or destruction infeasible, for so long as Milliman maintains such PHI.

5. Miscellaneous.

(a) Regulatory References. A reference in this Agreement to a section in the HIPAA Regulations means the section as in effect or as amended, and for which compliance is required.

(b) Amendment. The parties agree to take such action as is necessary to amend this Agreement from time to time in order to ensure compliance with the requirements of the HIPAA Regulations and any other applicable law.

(c) Independent Contractors. Milliman and Client are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between Milliman and Client. Neither Milliman nor Client will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent, except as otherwise expressly provided in this Agreement.

(d) Conflicts. In the event that any terms of this Agreement are inconsistent with the terms of the Underlying Agreement, then the terms of this Agreement shall control.

(e) Entire Agreement. This Agreement shall constitute the entire agreement of the parties hereto with respect to the subject matter hereof and supersedes all prior agreements, oral, or written, and all other communications between the parties hereto relating to such subject matter.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

MILLIMAN, INC.

CITY OF DEPERE

By: Catherine L. Knuth
 (signature)

By: _____
 (signature)

Name: Catherine L. Knuth

Name: _____

Title: Principal and Consulting Actuary

Title: _____

Date: December 16, 2014

Date: _____

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: April 14, 2015

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Consideration of vacation payout for Alan Matzke. *

On March 2, 2015 Alan Matzke was promoted from Fire Captain to Assistant Fire Chief. This created a unique situation regarding vacation time. The Fire union earns vacation time in the current year for the next year, where administrative employees receive vacation up front.

Since Alan is going from a union position to an administrative position, this year he was given vacation time that he earned last year, plus he will be given vacation time that he earns this year. This will leave him with an overabundance of leave time (over 4 months) to use prior to the end of the year. Alan will be required to take 15 days of vacation prior to year end and will be allowed to carryover 40 hours. This will leave Alan with 62.8 days of vacation.

In the event he isn't able to use the remaining vacation time by year end, I am asking for approval to pay out the remaining balance at year end (beyond the 15 days he will be required to take and 40 hours he is allowed for carryover). This would equate up to 62.8 days, or \$12,834. This will be paid out at his Captain rate of pay.

He also has a large amount of compensatory time on the books which he can save to be paid out at retirement which will cost around \$6,000 to pay out. Therefore, I feel it is in the City's best interest to pay out the vacation time in 2015 vs. waiting until retirement.

The Fire department budget has funds to cover this cost.

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

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

MEETING DATE: April 14, 2015

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Defnet

SUBJECT: Consideration of Copier Leases for the Community Center, Fire Department, MSC, and Second Floor City Hall.*

ATTACHMENTS:

- copier memo (DOCX)
- Current lease with Ricoh (XLSX)
- Proposed Lease - MSC (XLSX)
- Proposed Lease - Fire Department (XLSX)
- Proposed Lease - Second Floor City Hall (XLSX)
- Proposed Lease - Community Center (XLSX)
- Ricoh Quote Breakdown (PDF)
- Wisconsin Document Imaging Quote Breakdown (PDF)
- Badger Office City Quote Breakdown (PDF)

To: Honorable Mayor and Members of the Finance Committee
From: Shana Defnet, Clerk - Treasurer
Date: April 6, 2015
Subject: Recommendation for Approval of 48-month Lease Agreement with Ricoh

I have attached three different quotes from three different vendors for a new lease agreement for copiers used by Second Floor City Hall, the Municipal Services Center, the Community Center, and the Fire Department. The current lease on these department copiers expired in March. I am recommending that the City go with Ricoh of Appleton for the new lease agreement. Their pricing was most competitive and we've enjoyed the convenience of their maintenance agreement. In addition to the quotes, I have also attached a comparison sheet showing our current lease vs. the recommended lease with Ricoh.

Our anticipated total charges for the 4 copier lease based on the average copy per month per department is \$6,166.20, a savings of almost \$3,000 per year. All toner, staple supplies and maintenance on the machines are included in this lease.

Please feel free to contact me at 339-4072 ext. 1355 if you have questions prior to the meeting.

Department:	Current Lease with Ricoh (Appleton)	Monthly	Rate per copy beyond allowance	Average copies per quarter
Fire Department	Ricoh Copier MP2550SP with finisher	\$91.53	0.00418	6826
MSC	Ricoh Copier MP5001SP with finisher, two tray paper bank	\$231.88	0.00418	30236
2nd Floor City Hall	Ricoh Copier MP5001SP with finisher, two tray paper bank	\$235.29	0.00418	20942
Community Center	Ricoh Copier MP4001SP with finisher, two tray paper bank	\$164.96	0.00418	18779.2
Total for City		\$723.66	0.00418	76783.2

Our total charges for the 4 copiers for additional copies beyond the 200,000 allotment in the past year under this lease came to: \$411.48
Annual amount for 4 copier leases in 2014: \$9095.36

Department:	Proposed 48 month Lease with Ricoh (Appleton)	Monthly	Rate per copy	Average copies per month	Additional Fee Per month for copies	Total Monthly
Fire Department	Ricoh Copier MP2554 with finisher	\$68.15	0.004	1707	\$6.83	74.98
MSC	Ricoh Copier MP5054 with finisher, two tray paper bank	\$116.95	0.004	10079	\$40.32	157.27
2nd Floor City Hall	Ricoh Copier MP5054 with finisher, two tray paper bank	\$116.95	0.004	6981	\$27.92	144.87
Community Center	Ricoh Copier MP4054 with finisher, two tray paper bank	\$111.69	0.004	6260	\$25.04	136.73
Total for City						513.85

Our anticipated total annual charges for the 4 copier lease based on the average copy per month per department is \$6,166.20, a savings of almost \$3,000 per year. All toner and staple supplies and maintenance on the machines are included in this lease.

Company	Copier / Features	Monthly (36 month Lease)	Monthly (48 month Lease)	Rate Per Copy (maintenance program)	Average copies per month	Additional fee per month for copies:	Total monthly (36 month)	Total monthly (48 month)
Wisconsin Document Imaging	Ricoh MP5002SP: includes finisher, scanner, stapler, punch, large capacity drawer	\$148.00	\$120.00	0.0049	10079	\$49.39	\$197.39	\$169.39
Badger Office City	Lanier MP5002sp: includes finisher, stapler, punch, fax, large capacity drawer	\$165.54	\$131.70	0.0049	10079	\$49.39	214.927	\$181.09
Ricoh	MP5002: includes stapler, hole punch, additional trays, fax and scanner	\$141.92	\$116.95	0.004	10079	\$40.32	182.236	\$157.27

Proposed Leases - Fire Department

8.d

Company	Copier / Features	Monthly (36 month Lease)	Monthly (48 month Lease)	Rate Per Copy (maintenance program)	Average copies per month	Additional fee per month for copies:	Total monthly (36 month)	Total monthly (48 month)
Wisconsin Document Imaging	Ricoh MP2554: includes finisher, stapler, scanner	\$72.00	\$59.00	0.0049	1707	\$8.36	\$80.36	\$67.36
Badger Office City	Lanier MP2554: includes finisher, stapler, scanner	\$87.18	\$69.35	0.0049	1707	\$8.36	\$95.54	\$77.71
Ricoh	MP2554: includes finisher, stapler, scanner	\$82.70	\$68.15	0.004	1707	\$6.83	\$89.53	\$74.98

Company	Copier / Features	Monthly (36 month Lease)	Monthly (48 month Lease)	Rate Per Copy (maintenance program)	Average copies per month	Additional fee per month for copies:	Total monthly (36 month)	Total monthly (48 month)
Wisconsin Document Imaging (Green Bay)	Ricoh MP5054: includes finisher, stapler, punch, large capacity drawer, modem	\$148.00	\$120.00	0.0049	6981	\$34.21	\$182.21	\$154.21
Badger Office City (Manitowoc)	Lanier MP5054sp: includes finisher, stapler, punch, fax, large capacity drawer	\$165.54	\$131.70	0.0049	6981	\$34.21	\$199.75	\$165.91
Ricoh (Appleton)	MP5054: includes stapler, hole punch, fax, scanner, additional trays	\$141.92	\$116.95	0.004	6981	\$27.92	\$169.84	\$144.87

Company	Copier / Features	Monthly (36 month Lease)	Monthly (48 month Lease)	Rate Per Copy (black maintenance program)	Average black copies per month	Additional fee per month for copies:	Total monthly (36 month)	Total monthly (48 month)
Wisconsin Document Imaging	Ricoh MP4054: includes large capacity drawer, shift sort tray, stapler, three hole punch, fax and scanner	\$135.00	\$109.00	0.0049	6260	\$30.67	\$165.67	\$139.67
Badger Office City	Lanier MP 4054sp: includes large capacity drawer, shift sort tray, stapler, three hole punch, fax and scanner	\$150.10	\$119.42	0.0049	6260	\$30.67	\$180.77	\$150.09
Ricoh	MP4054: Includes large capacity drawer, shift sort tray, fax and scanner, stapler and three hole punch	\$138.55	\$111.69	0.004	6260	\$25.04	\$163.59	\$136.73

<i>Department</i>	<i>Equipment</i>	<i>36 Month Lease</i>	<i>48 Month Lease</i>	<i>Service rate per copy B&W (Fi</i>	<i>Average Copies/Month</i>	<i>Additional Copy Fee/Mon</i>
Fire Department	MP2554	\$82.70	\$68.15	0.0040	1701	\$6.80
MSC	MP5054	\$141.92	\$116.95	0.0040	10079	\$40.32
2nd Floor City Hall	MP5054	\$141.92	\$116.95	0.0040	6981	\$27.92
Community Center	MP4054	\$138.55	\$111.69	0.0040	6260	\$25.04

<i>Optional</i>	<i>Equipment</i>	<i>36 Month Lease</i>	<i>48 Month Lease</i>	<i>Service rate per copy B&W (Fi</i>	<i>Service Rate for Color (Fixed</i>
Community Center	MPC4503	\$181.54	\$149.72	0.0040	0.0470

<i>Department</i>	<i>Accessories Include</i>	<i>Service Includes</i>
Fire Department	two tray paper bank, Internal finisher, stapler, scanner, fax and surge protector	Parts, Labor, Toner and Staples
MSC	Finisher, stapler, punch, additional trays, Fax and surge protector	Parts, Labor, Toner and Staples
2nd Floor City Hall	Finisher, stapler, punch, fax, additional trays and surge protector	Parts, Labor, Toner and Staples
Community Center	Finisher, stapler, punch, fax, additional trays and surge protector	Parts, Labor, Toner and Staples



Quote Document for

CITY OF DEPERE

Date: March 25, 2015

<u>Quantity</u>	<u>Item Description</u>	<u>Ext Selling Price</u>
1	RICOH MP5054SP CONFIGURABLE PTO MODEL RICOH MP5054SP BRANDING SET PAPER FEED UNIT PB3220 FINISHER SR3140 BRIDGE UNIT BU3070 DIGITAL QC 120/15AMP SURGE PROTECTOR	

48 month Lease of \$116.95
per month

Technology Service

48 Month Service Term

<u>Quantity</u>	<u>Description</u>	<u>Ext Rate</u>
1	RICOH MP5054SP CONFIGURABLE PTO MODEL	
	<i>Includes</i> 0 B&W copies per Month per unit overages at 0.0040 cents per page	Per Month
	0 color copies per Month per unit overages at cents per page	
	GOLD - includes Parts, Labor, Toner and Staples, excludes Paper	

Reservation of Rights—This quote is based upon the information provided by you, and the assumptions made by us in preparing the information contained herein. While care has been taken to ensure the accuracy of this quote, we make no representations or warranties about the accuracy, completeness or adequacy of the information contained herein, and shall not be liable for any errors or omissions. We recognize your right to negotiate and approve the terms of any resulting contract and we reserve the same right. We also acknowledge that all contract terms and conditions must be mutually agreed upon by both of



Quote Document for

CITY OF DEPERE

Date: March 25, 2015

<u>Quantity</u>	<u>Item Description</u>	<u>Ext Selling Price</u>
1	RICOH MP4054SP CONFIGURABLE PTO MODEL RICOH MP4054SP BRANDING SET PAPER FEED UNIT PB3220 FINISHER SR3140 PUNCH UNIT PU3050 NA BRIDGE UNIT BU3070 FAX OPTION TYPE M12 DIGITAL QC 120/15AMP SURGE PROTECTOR	48 month Lease of \$111.69 per month

Technology Service

48 Month Service Term

<u>Quantity</u>	<u>Description</u>	<u>Ext Rate</u>
1	RICOH MP4054SP CONFIGURABLE PTO MODEL	
	Includes 0 B&W copies per Month per unit overages at 0.0040 cents per page	Per Month
	0 color copies per Month per unit overages at cents per page	
	GOLD - includes Parts, Labor, Toner and Staples, excludes Paper	

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Quote Document for

CITY OF DEPERE

Date: March 25, 2015

<u>Quantity</u>	<u>Item Description</u>	<u>Ext Selling Price</u>
1	RICOH MP2554SP CONFIGURABLE PTO MODEL RICOH MP2554SP PAPER FEED UNIT PB3220 INTERNAL FINISHER SR3130 FAX OPTION TYPE M12	
1	MP2550SP - M6585600044	
		48 month Lease of \$68.15 per month

Technology Service

48 Month Service Term

<u>Quantity</u>	<u>Description</u>	<u>Ext Rate</u>
1	RICOH MP2554SP CONFIGURABLE PTO MODEL	
	<i>Includes</i> 0 B&W copies per Month per unit overages at 0.0040 cents per page	Per Month
	0 color copies per Month per unit overages at cents per page	
	GOLD - includes Parts, Labor, Toner and Staples, excludes Paper	

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Wisconsin Document Imaging

March 29, 2015

CITY OF DEPERE – Shana Defnet

RICOH MP5054 NETWORKED COPIER PROPOSAL

MACHINE FEATURES (New version of the MP5002)

Network printing, scanning, with scan to email

Full color scanning

33.6 fax modem (fax hard copy and from your computers)

Automatic stapling finisher with automatic hole punching

Full color 9" adjustable touch screen panel for ease of use

220 page single pass document feeder

50 pages per minute maximum size 11x17

Scan to / print from USB flash drive standard

DOSS-Data overwrite security system – Overwrites hard drive, HIPPA compliant

2000 sheet large capacity tray

Two 500 sheet paper drawers plus a 100 sheet bypass tray

PDF compression for full color scanning

Archiving holds 9000 pages in memory for form storage

Automatic duplex for two sided printing

320 GB hard disk drive memory 2GB RAM

15 amp Innovolt surge protector (5 year full warranty which we register for you)

LEASE OPTIONS:

36 Months	No Payments in Advance	\$148.00 per month
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48 Months		\$120.00 per month
-----------	--	--------------------

No charge for delivery or training which I do myself.

Maintenance agreement:

All inclusive agreement billed at .0049 per page. Includes all parts, labor, preventive maintenance and all supplies of toner, developer and drum. Invoiced in arrears based on actual usage.

All new Ricoh copiers come with a free feature called @Remote. This will email us your meter readings automatically, it also will email us any service calls that are required and it tells the tech what the problem is before he arrives so he can have the right parts with him. It also allows us to do firmware upgrades remotely as soon as they are available at no charge to you.

Sincerely,

Mike Sevcik

Digital Imaging Specialist

Wisconsin Document Imaging

****Information herein is proprietary and confidential to Wisconsin Document Imaging (WDI) and shall not be used or disclosed without prior consent of**

WDI.**



Wisconsin Document Imaging

March 29, 2015

CITY OF DEPERE – Shana Defnet

RICOH MP5054 NETWORKED COPIER PROPOSAL

MACHINE FEATURES (New version of the MP5002)

Network printing, scanning, with scan to email

Full color scanning

33.6 fax modem (fax hard copy and from your computers)

Automatic stapling finisher with automatic hole punching

Full color 9" adjustable touch screen panel for ease of use

220 page single pass document feeder

50 pages per minute maximum size 11x17

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320 GB hard disk drive memory 2GB RAM

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LEASE OPTIONS:

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All new Ricoh copiers come with a free feature called @Remote. This will email us your meter readings automatically, it also will email us any service calls that are required and it tells the tech what the problem is before he arrives so he can have the right parts with him. It also allows us to do firmware upgrades remotely as soon as they are available at no charge to you.

Sincerely,

Mike Sevcik
Digital Imaging Specialist
Wisconsin Document Imaging

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WDI.**



Wisconsin Document Imaging

March 29, 2015

CITY OF DEPERE – Shana Defnet

RICOH MP4054 NETWORKED COPIER PROPOSAL

MACHINE FEATURES (New version of the MP4002)

Network printing, scanning, with scan to email

Full color scanning

33.6 fax modem (fax hard copy and from your computers)

Automatic stapling finisher with automatic hole punching

Full color 9" adjustable touch screen panel for ease of use

220 page single pass document feeder

40 pages per minute maximum size 11x17

Scan to / print from USB flash drive standard

DOSS-Data overwrite security system – Overwrites hard drive, HIPPA compliant

2000 sheet large capacity tray

Two 500 sheet paper drawers plus a 100 sheet bypass tray

PDF compression for full color scanning

Archiving holds 9000 pages in memory for form storage

Automatic duplex for two sided printing

320 GB hard disk drive memory 2GB RAM

15 amp Innovolt surge protector (5 year full warranty which we register for you)

LEASE OPTIONS:

36 Months	No Payments in Advance	\$135.00 per month
-----------	------------------------	--------------------

48 Months		\$109.00 per month
-----------	--	--------------------

No charge for delivery or training which I do myself.

Maintenance agreement:

All inclusive agreement billed at .0049 per page. Includes all parts, labor, preventive maintenance and all supplies of toner, developer and drum. Invoiced in arrears based on actual usage.

All new Ricoh copiers come with a free feature called @Remote. This will email us your meter readings automatically, it also will email us any service calls that are required and it tells the tech what the problem is before he arrives so he can have the right parts with him. It also allows us to do firmware upgrades remotely as soon as they are available at no charge to you.

Sincerely,

Mike Sevcik

Digital Imaging Specialist

Wisconsin Document Imaging

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WDI**



Wisconsin

Document Imaging

March 29, 2015

CITY OF DEPERE - Shana Defnet

RICOH MP2554 NETWORKED COPIER PROPOSAL

MACHINE FEATURES

Network printing and scanning
 Full color scanning
 Automatic stapling finisher
 Full color tilting touch screen panel for ease of use
 25 pages per minute maximum size 11x17
 DOSS-Data overwrite security system – Overwrites hard drive, HIPPA compliant
 Automatic document feeder (100 sheet capacity)
 Two 500 sheet paper drawers plus a 100 sheet bypass tray
 PDF compression for full color scanning
 Archiving holds 9000 pages in memory for form storage
 Automatic duplex
 1200 DPI print resolution
 15 amp Innovolt surge protector (5 year full warranty which we register for you)
 Cabinet stand included

Lease Options:

36 Month Lease	No payments in advance	\$72.00 per month
48 Month Lease		\$59.00 per month

No charge for delivery or training which I do myself.

Maintenance agreement:

Includes all service calls all parts and labor. Includes toner, developer and drums. Billed in arrears based on usage at .0049 per page.

Sincerely,

Mike Sevcik
 Digital Imaging Specialist
 Wisconsin Document Imaging

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SUPPLIES - FURNITURE - MACHINES

Maintenance Program:

Includes

- Service Calls
- Labor
- All Parts
- Preventive Maintenance
- Response time 4 hours or less
- Toner
- Staples are included
- Paper not included
- CPC (Cost per Click) pay for what you uses for the month/quarter/year*
- B&W billed at \$.0049 all black*
- @Remote (Networked)
 - Automatically notify your Badger when the system needs service or toner.
 - Keep the device up-to-date with remote firmware upgrades

MP c4503 Optional color

- Color billed at \$.0525

Maintenance Cost

*Based on the numbers provided total copies made per year of 285,547 x 0.0049 = \$1,399.18 or **\$116.60 per month**



SUPPLIES - FURNITURE - MACHINES

City Hall 2nd Floor

Lanier MP 5054sp Black Copier/Printer/Scanner(color scan)

- 50 pages per minute black & white
- 2 GB RAM - 320 GB Hard Drive
- 1200 x 1200 dpi
- **Full color Console** – Customizable Home Screen
 - with USB and SD Card slots
- 5.5 x 8.5 to 11 x 17
- (2) 550 sheet drawers (user adjustable) 16 to 45lb bond
- (1) 2,000 Sheet Large Capacity Tray
- 100 sheet bypass, 14 to 80lb cover/300gsm – up to 12" x 18"
- **Mobile Copy, Print, Scan & Fax**
 - Supported by Smart Device Connector
- **Security Features**
 - HDD Encryption - HDD Data Overwrite
 - Encrypt Address Book
- **Copy**
 - SPDF Single Pass document feeder (220 originals)
 - Automatic 2 sided copying
- **Network ready**
 - Printer
 - Sample - Hold - Stored and locked print
 - Classification Code
 - Scanner – **one pass color duplex**
 - speed up to 88 ipm – 176 ipm duplex
 - Scan to email (with LDAP Support)
 - Scan to folder (SMB/FTP/NCP)
 - Scan to URL
- **SR 3140 1,000-sheet Finisher**
 - Paper Size Proof Tray: 5.5" x 8.5" to 12" x 18"
 - Paper Weight Proof Tray: 14 – 80 lb. Bond/166 lb. Index (52 – 300 g/m2)
 - Staple Capacity
 - 50 sheets (8.5" x 11") - 30 sheets (8.5" x 14" or larger)
 - Staple Paper Sizes 8.5" x 11" – 12" x 18"
 - Staple Positions
 - Top, Bottom 2 Staples
- **Punch**
- **Fax**
- Warm up time is less than 19 seconds
- Power Requirements
 - 120v, 60hz, 12A
- Energy Star
- Installation
- Training

Purchase Option:

Your Investment.....\$5,575.63

Lease Options:

NO security deposit / NO down payment / NO advance payments

FMV buyout at end of the lease. Plus one time documentation fee.

Includes Property Tax

48 months FMV buyout.....\$131.70/month

36 months FMV buyout.....\$165.54/month

Surge Protection

48 months FMV buyout.....\$1.64/month

36 months FMV buyout.....\$2.08/month

LANIER
gets it.



SUPPLIES - FURNITURE - MACHINES

Public Works/MSC

Lanier MP 5054sp Black Copier/Printer/Scanner(color scan)

- 50 pages per minute black & white
- 2 GB RAM - 320 GB Hard Drive
- 1200 x 1200 dpi
- **Full color Console** – Customizable Home Screen
 - with USB and SD Card slots
- 5.5 x 8.5 to 11 x 17
- (2) 550 sheet drawers (user adjustable) 16 to 45lb bond
- (1) 2,000 Sheet Large Capacity Tray
- 100 sheet bypass, **14 to 80lb cover/300gsm – up to 12" x 18"**
- **Mobile Copy, Print, Scan & Fax**
 - Supported by Smart Device Connector
- **Security Features**
 - HDD Encryption - HDD Data Overwrite
 - Encrypt Address Book
- **Copy**
 - SPDF Single Pass document feeder (220 originals)
 - Automatic 2 sided copying
- **Network ready**
 - **Printer**
 - Sample - Hold - Stored and locked print
 - Classification Code
 - **Scanner – one pass color duplex**
 - speed up to 88 ipm – 176 ipm duplex
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 - Staple Paper Sizes 8.5" x 11" – 12" x 18"
 - Staple Positions
 - Top, Bottom 2 Staples
- **Punch**
- **Fax**
 - Warm up time is less than 19 seconds
- **Power Requirements**
 - 120v, 60hz, 12A
- **Energy Star**
- **Installation**
- **Training**

Purchase Option:

Your Investment.....\$5,575.63

Lease Options:

NO security deposit / NO down payment / NO advance payments

FMV buyout at end of the lease. Plus one time documentation fee.

Includes Property Tax

48 months FMV buyout.....\$131.70/month

36 months FMV buyout.....\$165.54/month

Surge Protection

48 months FMV buyout.....\$1.64/month

36 months FMV buyout.....\$2.08/month

LANIER
gets it.



SUPPLIES - FURNITURE - MACHINES

Community Center**OPTION 1****Lanier MP 4054sp Black Copier/Printer/Scanner(color scan)**

- 40 pages per minute black & white
- 2 GB RAM - 320 GB Hard Drive
- 1200 x 1200 dpi
- **Full color Console** – Customizable Home Screen
 - with USB and SD Card slots
- 5.5 x 8.5 to 11 x 17
- (2) 550 sheet drawers (user adjustable) 16 to 45lb bond
- (1) 2,000 Sheet Large Capacity Tray
- 100 sheet bypass, 14 to 80lb cover/300gsm – up to 12" x 18"
- **Mobile Copy, Print, Scan & Fax**
 - Supported by Smart Device Connector
- **Security Features**
 - HDD Encryption - HDD Data Overwrite
 - Encrypt Address Book
- **Copy**
 - SPDF Single Pass document feeder (220 originals)
 - Automatic 2 sided copying
- **Network ready**
 - Printer
 - Sample - Hold - Stored and locked print
 - Classification Code
 - Scanner – **one pass color duplex**
 - speed up to 88 ipm – 176 ipm duplex
 - Scan to email (with LDAP Support)
 - Scan to folder (SMB/FTP/NCP)
 - Scan to URL
- **SR 3140 1,000-sheet Finisher**
 - Paper Size Proof Tray: 5.5" x 8.5" to 12" x 18"
 - Paper Weight Proof Tray: 14 – 80 lb. Bond/166 lb. Index (52 – 300 g/m2)
 - Staple Capacity
 - 50 sheets (8.5" x 11") - 30 sheets (8.5" x 14" or larger)
 - Staple Paper Sizes 8.5" x 11" – 12" x 18"
 - Staple Positions
 - Top, Bottom 2 Staples
- **Punch**
- **Fax**
- Warm up time is less than 19 seconds
- Power Requirements
 - 120v, 60hz, 12A
- Energy Star
- Installation
- Training

Purchase Option:

Your Investment.....\$5,055.72

Lease Options:

NO security deposit / NO down payment / NO advance payments

FMV buyout at end of the lease. Plus one time documentation fee.

Includes Property Tax

48 months FMV buyout.....\$119.42/month

36 months FMV buyout.....\$150.10/month

Surge Protection

48 months FMV buyout.....\$1.64/month

36 months FMV buyout.....\$2.08/month

LANIER
 gets it.



SUPPLIES - FURNITURE - MACHINES

Fire Department**OPTION 1****Lanier MP 2554 BlackCopier/Printer/Scanner(color scan)**

- 25 pages per minute black & white
- 2 GB RAM
- 533 HHZ Processor
- 250 GB Hard Drive
- DOSS Data Overwrite Security
- 600 x 600 dpi
- Full color Console
- (1) 500 sheet drawer
- (1) 550 sheet (user adjustable) 14 to 80 lb bond (52 – 300 gsm)
- 100 sheet bypass, **14 to 80 lb bond (52- 300 gsm) – up to 12 x 18**
- Auto Paper Select
- Paper Stock
 - Plain Paper, Transparencies, Letterhead, Color Paper, Envelopes, Cardstock, Recycled
- Electronic/Rotate, Sorting
- **Copy**
 - Auto reversing document feeder (100 originals)
 - Automatic 2 sided copying
- **Network ready**
 - Printer
 - Sample
 - Hold
 - Stored and locked print
 - Scanner
 - speed up to 79 ipm
 - Color Scan
 - Scan to email (with LDAP Support)
 - Scan to folder (SMB/FTP/NCP)
 - Scan to URL
- **SR 3140 1,000-sheet Finisher**
 - Paper Size Proof Tray: 5.5" x 8.5" to 12" x 18"
 - Paper Weight Proof Tray: 14 – 80 lb. Bond/166 lb. Index (52 – 300 g/m2)
 - Shift Tray: 14 – 80 lb. Bond/166lb. Index (52 – 300 g/m2)
 - Staple Capacity
 - 50 sheets (8.5" x 11")
 - 30 sheets (8.5" x 14" or larger)
 - Staple Paper Sizes 8.5" x 11" – 12" x 18"
 - Staple Paper Weight 17 – 28 lb. Bond (52 – 105 g/m2)
 - Staple Positions
 - Top, Bottom 2 Staples
- Warm up time is less than 14 seconds
- Power Requirements
 - 120v, 60hz/12A
- Energy Star
- Installation
- Training

Purchase Option:

Your investment.....\$2,936.18

Lease Options:

NO security deposit / NO down payment / NO advance payments
 FMV buyout at end of the lease. Plus one time documentation fee.
 Includes Property Tax

48 months FMV buyout.....\$69.35/month
 36 months FMV buyout.....\$87.18/month

Surge Protection

48 months FMV buyout.....\$1.64/month
 36 months FMV buyout.....\$2.08/month

LANIER
 gets it.

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: April 14, 2015

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Recommendation of the Board of Park Commissioners to increase pay and reimburse certification costs for lifeguard staff. *

I would like to make the Council aware of a growing issue as it relates to the Outdoor Swimming pools and staffing, and ask for their recommendation. We are currently experiencing a shortage of applicants for Lifeguards and Pool Managers. With the current state of applicants and open positions, it appears we would not have enough quality applicants to fully staff our pools this summer. We have recently extended our deadline for accepting applications for swim staff. Staff has investigated the issue and has uncovered other local municipalities (and the YMCA) are experiencing the same issue.

Marketing of aquatic positions - Staff has conducted the following tasks in an effort to market the aquatic positions. Personal calls to colleges and high schools, posting of jobs at colleges and high schools, calls to neighboring municipalities, e-mails to current staff asking for referrals, assisting with teaching of life guarding course, contacted UW-Oshkosh, promotion during high school visit, and use of Facebook.

We have included a comprehensive spreadsheet that describes the wages paid for a lifeguard with the City of De Pere, how it compares to other lifeguard positions and positions within the City, and a financial impact if we were to increase the wages for this summer in an attempt to attract more aquatic staff.

Options - I have summarized the below tactics in dealing with the issue.

- Do nothing and plan or hope that we receive enough applicants to accommodate our pool staff. If we do not get enough pool staff, we will need to consider a revision of hours for swim lessons and open swim.

- Consider raising the wage for aquatic staff in an effort to attract staff from other areas or other positions. This tactic does not ensure we will obtain a sufficient amount of applicants, however does increase our chances.

- Consider paying for new hire certification. This would cost approximately \$1400. Once again, this tactic would not ensure we will obtain additional or more applicants. However, it would certainly increase our chances.

The Park Board recommends the following for the 2015 season. Increase the Life Guard wage by \$.25/hour and promote the paying of lifeguard certification for new life guards, contingent on staff successfully completing one season of employment. The increase of \$.25/hour and paying for life guard certification (new employees) would equate to approximately \$1400 and can likely be consumed by our current budget due to the change in hours.

ATTACHMENTS:

- Copy of Aquatic Salaries-- (XLSX)

Wage Comparison Lifeguards

City of De Pere 2015

	2015 Approved Budget	Budget w/new weekend hours	Budget w/\$.25 per hour increase	Budget w/\$.50 per hour increase	Budget w/\$.75 per hour increase
Legion	\$52,128	\$51,294	\$52,044	\$52,794	\$53,545
VFW	\$50,790	\$49,956	\$50,676	\$51,396	\$52,117
Total	\$102,918	\$101,250	\$102,720	\$104,190	\$105,662
difference from 2015 budget:		-\$1,668	-\$198	\$1,272	\$2,744

*Wage increase is for Lifeguards

De Pere Wages (Starting)

Pool Manager	\$14.00/hour
Tennis Instructor	\$12.00/hour
Camp Counselor (Lead)	\$11.00/hour
Swim Instructor w/WSI	\$9.75/hour
Camp Counselor	\$9.00/hour
Lifeguard	\$9.00/hour
Park Laborer	\$9.00/hour
Basket Attendant	\$8.50/hour
Concessions Staff	\$8.50/hour
Playground Supervisor	\$8.50/hour

Other Wages

Howard Swim Instructor	\$11.00/hour
Green Bay Swim Instructor	\$9.10/hour
Ashwaubenon Swim Instru.	\$8.90/hour
Howard Lifeguard	\$8.75/hour
Green Bay Lifeguard	\$8.59/hour
YMCA Lifeguard	\$8.50/hour
Ashwaubenon Lifeguard	\$8.40/hour

Attachment: Copy of Aquatic Salaries-- (3255 : The Board of Park Commissioners recommends pay increase and certification for lifeguard

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: April 14, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consider Amending §8-2 De Pere Municipal Code Regarding Discharge of Firearms (request of Alderperson Crevier). *

ATTACHMENTS:

- Memo to F-P - Amending §8-2 (PDF)
- Sec. 8-2 Loading and discharge of weapons current ordinance (DOCX)
- Ord15-amend §8-2 (DOCX)

CITY OF DE PEREMEMO

To: Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee
From: Judith Schmidt-Lehman, City Attorney
RE: Request to Consider Amending §8-2 De Pere Municipal Code Regarding
Discharge of Firearms
Date: April 2, 2015

Alderpersion Crevier requested that the Common Council consider eliminating the allowance for discharging firearms found in §8-2(a)(2)a of the municipal code for the purpose of migratory bird hunting within a certain geographical area of the Fox River.

Attached is a copy of the current ordinance; the paragraph permitting the discharge of firearms for hunting migratory birds is highlighted in yellow.

Removing this provision from the municipal code would result in prohibiting all discharge of firearms within the City except for the elimination of nuisance animals as approved by the Department of Natural Resources and the De Pere Police Department. Doing so would be straight forward. A draft ordinance is also attached for your reference.

If you have any questions or concerns, please feel free to contact me at your convenience.

JSL:jld
Attachment

CURRENT ORDINANCE

Sec. 8-2. - Loading and discharge of weapons.

(a) Firearms.

- (1) "Firearm" has the meaning given in Wis. Stats. § 167.31(1)(c).
- (2) Discharge of firearms within the city limits. No person shall discharge, or cause to be discharged, any firearm within the city limits as defined in this section, except as follows:
 - a. For use in the hunting of migratory birds and waterfowl in that portion of the Fox River contiguous to unincorporated areas which allow hunting, and in accordance with state regulations.
 - b. For the purpose of elimination of animals, as authorized by the department of natural resources and the city police department, and such decision may be appealed to the common council.
- (3) Regulation of the possession of firearms shall be as provided in section 8-1 of this Code.

(b) Bow and arrow or crossbow hunting.

- (1) It shall be unlawful for purposes of hunting to discharge a bow and arrow or crossbow within a distance of 100 yards from a building located on another person's land. This restriction shall not apply if the person who owns the land on which the building is located allows and gives written permission to the person to use or discharge an arrow or bolt with a bow and arrow or crossbow within the specified distance of the building. Any person who discharges a bow and arrow or crossbow shall discharge the arrow or bolt toward the ground. The term "building" shall be as defined in Wis. Stats. § 29.038.
- (2) It shall be unlawful for a person to use or discharge a bow and arrow or crossbow on or across any portion of land owned or leased by the city.
- (3) It shall be unlawful for a person to use or discharge a bow and arrow or crossbow where the arrow or bolt may endanger the life, limb or property of another or will traverse any part of any street, alley, public grounds or parks.

(c) Other weapons.

- (1) No person shall carry or have under his or her control any air rifle, pellet gun, BB gun, slingshot or other weapon other than a firearm as defined above, that projects any type of missile in public while such weapon is loaded or uncased or uncovered.
- (2) No person shall discharge, or cause to be discharged, any weapon as defined herein within the city limits as defined in this section, except for the purpose of elimination of animals, as authorized by the department of natural resources and the city police department, and such decision may be appealed to the common council.

(Code 1974, § 41.02; Ord. No. 02-04, §§ 1, 2-20-2002; Ord. No. 09-16, § 1, 8-18-2009; Ord. No. 09-30, § 3, 12-15-2009; Ord. No. 13-17, § 15, 8-20-2013; Ord. No. 14-05, §§ 1, 2, 3-4-2014)

ORDINANCE #15-

AMENDING SECTION 8-2 DE PERE MUNICIPAL CODE
RELATING TO DISCHARGE OF FIREARMS

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

Section 1: §8-2(a)(2), *Discharge of firearms within the city limits*, is hereby repealed and
recreated as follows:

- (2) *Discharge of firearms within the city limits.* No person shall discharge, or
cause to be discharged, any firearm within the city limits as defined in this
section, except for the purpose of elimination of animals, as authorized by the
Department of Natural Resources and the De Pere Police Department, and
such decision may be appealed to the common council.

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.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 8th day of April,
2015.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana L. Defnet, Clerk-Treasurer

Ayes: _____

Nays: _____

Publication Date: _____

Effective Date: _____

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

MEETING DATE: April 14, 2015

DEPARTMENT: Finance/Personnel Committee

FROM: Dennis Rubin

SUBJECT: Consideration of contracting with Fox Valley Technical College for Regional Fire Department Hiring Process. *

ATTACHMENTS:

- Regional Hiring Process Memo (PDF)
- Regional Fire Department Hiring Process Agreement (PDF)



De Pere Fire Rescue

Memo

To: Finance/Personnel Committee
From: Dennis L. Rubin, Fire Chief *Dennis L. Rubin*
Date: April 8, 2015
Re: Request to Join the Regional Hiring process through Fox Valley Technical College

REQUEST:

The De Pere Fire Rescue Department is requesting to be a part of the Fox Valley Regional Hiring Process, which is a partnership between multiple municipalities and Fox Valley Technical College (FVTC). The stated purpose of the partnership agreement is to provide the City of De Pere with a list of qualified candidates for the position of Firefighter/Emergency Medical Technician. This initiative will provide many services to our community such as: overall cost control, time savings, as well as reduction of risk and liability. This process is for the hiring of fulltime firefighters only.

BACKGROUND:

The Fox Valley Regional Hiring Process began in 2010. Participating organizations include the Cities of Green Bay, Appleton, Fond du Lac, Manitowoc, Oshkosh and Sheboygan, as well as several other communities. We participated in the process in 2011 and were pleased with the results.

The Fox Valley Regional Firefighter Hiring Process consists of an application period, physical ability test, and written examination. The FVTC staff will screen the candidates to ensure they meet the city's minimum hiring requirements. Candidates who meet the minimum requirements will be asked to participate in a nationally recognized physical ability test.

Candidates who successfully complete the Candidate Physical Ability Test (CPAT), will be invited to take the written examination. The written examination is a testing system that assesses critical skills necessary to be a firefighter. The written examination assesses areas such as teamwork, human relations, as well as mechanical aptitude, reading ability and basic mathematical skills.

Information received from the candidate's application, CPAT, and written examination will be compiled and delivered to each participating fire department. The department is responsible for conducting their departments' interviews, background investigations, medical physicals, and establishment of that community's eligibility list for hire.

PROJECTED COST:

The cost for participating in the regional hiring process is broken down into two categories, both paid to FVTC at the conclusion of the entire process. The first category is the fire department user fee. All participating departments pay a \$1,000.00 user fee to participate in this system. The second fee is the "per candidate" fee. Our organization would pay \$5.00/candidate for those who take the written examination. In order to take the written examination, the candidate must meet our department's minimum hiring requirements and pass the CPAT.

This is an annual reoccurring process that we would like to be a part of moving forward. The application period will open in May with delivery of the final eligibility list for firefighter to the departments in October.

LIABILITY REDUCTION:

The college is the agency offering the hiring process/CPAT, the liability for such offering would be the responsibility of the college. Part of the reason for choosing the CPAT as the physical ability portion of the hiring process is because of the validation process which took place when CPAT was developed.

FVTC offers various courses that can be used as mentoring programs for potential candidates to prepare to qualify as De Pere Firefighters. They are Firefighter Fitness and Firefighter Health and Wellness. FVTC will conduct CPAT Orientation and Preparation Guide to assist with individuals to be successful.

After the hiring process is completed, all candidate information, applications and test results specific to our fire department will be issued to the Human Resources Department. The candidate will be "interview" ready, if selected. FVTC will have an electronic database, which all hiring process information will be stored. Verification of the testing results can be viewed on this database by De Pere Human Resources.

RECOMMENDATION:

In an effort to reduce costs, reduce liability and develop a useful list for career firefighters, the De Pere Fire Rescue Department recommends contracting with FVTC on a year-to-year basis to be a part of and enjoy the benefits of the Regional Fire Department Hiring Process Agreement. If this request is approved, the Department will be a part of the Fox Valley Regional Hiring Process and establish a partnership between the multiple municipalities and Fox Valley Technical College (FVTC).

Attached is the 2011 Regional Fire Department Hiring Process Agreement.

REGIONAL FIRE DEPARTMENT HIRING PROCESS AGREEMENT

THIS AGREEMENT ("Agreement") is made as of the 25 day of March, 2011, by and between the CITY OF DE PERE (hereinafter "DFD" for De Pere Fire Department) and FOX VALLEY TECHNICAL COLLEGE (hereinafter "FVTC").

WHEREAS, DFD wishes to contract with FVTC for the purpose of acquiring a list of qualified candidates for the position of firefighter; and

WHEREAS, FVTC utilizes the validated testing regime Fire Services Joint Labor Management Wellness-Fitness Initiative Candidate Physical Ability Test (CPAT); and

WHEREAS, FVTC wishes to provide the DFD with testing results obtained from the Fox Valley Regional Hiring Process.

NOW, THEREFORE, in consideration of the mutual promises and other goods and valuable consideration provided herein, IT IS AGREED AS FOLLOWS:

A. DFD will fulfill the following obligations:

1. Have a valid CPAT license;
2. Recognize and accept proof of completion of the CPAT from FVTC, limited licensee;
3. Utilize the CPAT only in the context of an overall implementation of the CPAT program that complies with its CPAT license; and
4. Use the CPAT only for the purpose of candidate preparation and physical ability testing of career firefighters.

B. DFD will fulfill the following obligations which are specific to the Fox Valley Regional Hiring Process:

1. Be responsible for advertising any firefighter recruitment;
2. Direct potential candidates to the FVTC website for additional information;
3. Establish the minimum hiring requirements for DFD;
4. Accept the Fox Valley Regional Hiring Process Application; and
5. Reimburse FVTC for services provided at the rate of \$1,000.00 user fee plus \$5.00 per applicant who meets the DFD's minimum hiring requirements, successfully passes the CPAT and take the written exam. The \$5.00 per applicant fee would apply only to those candidates who applied to DFD.

C. FVTC will:

1. Obtain and maintain a CPAT limited license and pay all costs associated with any licensing fees;
2. Be capable of and agree to assist the fire department in meeting the terms of such CPAT compliance, including the pre-test orientation and mentoring requirements;
3. Maintain capable staff to validate the CPAT for jurisdictions through a transportability study, assist the fire department in obtaining CPAT licensure, used

- to provide consistent CPAT testing administration and legally defend validation and CPAT administration;
 - 4. Save and hold the City of De Pere and its officials, officers and employees harmless from any and all injury that may occur to any party as the result of DFD's use of CPAT for the purposes described herein. This provision is intended to indemnify and hold harmless the City of De Pere and its officers, officials and employees to the fullest extent permitted by law and includes payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this agreement;
 - 5. Provide candidates practice tests and orientations in accordance with The Fire Service Joint Labor Management Wellness-Fitness Initiative Candidate Physical Ability Test Manual, 2nd Edition;
 - 6. Provide candidates with mentoring programs (i.e. Firefighter Fitness 10-503-135DE and Health and Wellness for Firefighter 10-599-101DE, classes which are offered through FVTC);
 - 7. Secure CPAT equipment and verify that such equipment and props conform to all specifications in the CPAT manual and that such equipment has the ability to administer the CPAT in conformity with the specifications of CPAT;
 - 8. Have a mechanism in place to assure that any individual who demonstrates a financial hardship will be provided the CPAT at reduced or no charge;
 - 9. Provide CPAT certificates for candidate's applying for employment with multiple fire departments;
 - 10. Notify the International Association of Fire Fighters (IAFF), a developer of the CPAT, of the CPAT licensed fire departments for which such certification is provided;
 - 11. Provide CPAT licensed fire departments results from the hiring process and a method for verifying the candidate's results; and
 - 12. Administer the CPAT in compliance with the IAFF's licensing agreement, which include full compliance with the EEOC conciliation agreement and utilization of the CPAT administration.
- D. FVTC will fulfill the following obligations which are specific to the Fox Valley Regional Hiring Process:
- 1. Establish and maintain an Fox Valley Regional Hiring Process website;
 - 2. Collect candidate applications and certifications and determine if the candidate meets the minimum hiring requirements set forth by the DFD;
 - 3. Maintain a data collection system for all pertinent information relating to the hiring process;
 - 4. Only allow candidates who meet the DFD minimum hiring requirements to participate in the hiring process;
 - 5. Schedule CPAT orientation, practice session and administer the actual physical ability test in accordance with the guidelines set by Chapter 6, Appendix A and Appendix B of The Fire Service Joint Labor Management Wellness-Fitness Initiative Candidate Physical Ability Test Manual, 2nd Edition;
 - 6. Administer the written exam only to the candidates who meet the DFD minimum hiring requirements and successfully complete the CPAT;
 - 7. Compile hiring process testing data from the candidates application, CPAT and written exam;

8. Provide the DFD with an electronic and paper copy of the application packet for each candidate who has applied to the DFD, results of hiring process data for each candidate, whether or not the candidate meets the minimum hiring requirements, or passes CPAT (i.e. as much information as possible for each candidate depending on how far the candidate has progressed through the hiring process);
 9. Provide a summary of the entire Fox Valley Regional Hiring Process to the DFD, this will be statistical data and will not include specific names of candidates; and
 10. Receive compensation from the DFD for services provided at the rate of \$1,000.00 user fee plus \$5.00 per applicant who meets the DFD's minimum hiring requirements, successfully passes the CPAT and takes the written exam.
- E. TERMS OF THIS AGREEMENT, shall expire one year from the date first above written.
- F. The persons signing this Agreement have the appropriate authority of the governing bodies of the parties hereto to do so and to bind said parties to the terms and conditions hereof.

IN WITNESS WHERE OF, the parties hereto have caused this Agreement to be executed the date first above written.

City of De Pere

Michael J. Walsh, Mayor

Fox Valley Technical College

Jeremy J. Hansen, Fire Protection Department Chair

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