



Finance/Personnel Committee

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Agenda

Tuesday, February 8, 2022

7:30 PM

Council Chambers and Virtual

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 **February 8, 2022 at 7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Electronic or telephonic access to the meeting is provided below:

Computer/smart phone accessing <https://www.gotomeet.me/DePere>

OR

You can also dial in using your phone.

United States (Toll Free): [1 866 899 4679](tel:18668994679)

United States: [+1 \(312\) 757-3117](tel:+13127573117)

Access Code: 154-883-285

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at <http://deperewi.igmp2.com/>.

Call to Order

1. Roll Call
2. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Finance/Personnel Committee. §6-3(f) DPMC
3. Approval of the Minutes of the January 11, 2022, Regular Meeting of the Finance/Personnel Committee.
4. Fire Department Overtime and LifeQuest Billing Services Reports for January, 2022.
5. Consideration and Possible Action on the January 2022 Police Overtime Report
6. Consideration and Possible Action to Approve Copier Lease Agreement for the Police Department. *
7. Consideration and Possible Action to Accept \$835 Donation from De Pere Walmart to the Police Department. *
8. Consideration and Possible Action on a \$250 Sponsorship from the Kress Inn and Bemis Conference Center in support of De Pere TV.*
9. Consideration and Possible Action on St. Norbert College Strategic Research Institute Community Survey Proposal*
10. Consideration and Possible Action on Quote from nCourt for Municipal Court Payment Processing Services.*

11. Recommendation and Possible Action to add new positions to the 2022 budget (Administrative Assistant, Building Maintenance, Sr. Pool Manager, CSO) and funding for two new cubicles on second floor of City Hall*
12. Consideration and Possible Action Regarding a Proposed Amendment to the Sale and Purchase Agreement with F.B.S. Investment Group LLC for the expansion at 2257 American Blvd (WD-1371)*
13. Consideration and possible action on Proposed Grant Management Policy.*
14. Consideration and possible action on Grant Services Request For Proposals.*
15. Funding Discussion and Possible Action Regarding Options for use of ARPA Funds.*
16. Discussion and Possible Action on the Request of Ald. Raasch to Consider Amending City Funding for City COVID Relief Programs.*
17. Review and possible action on City of De Pere Investments and Cash Detail report for December 2021.
18. Future agenda items.
19. Adjournment

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

***Items with an asterisk require City Council approval.**

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: February 8, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Approval of the Minutes of the January 11, 2022, Regular Meeting of the Finance/Personnel Committee.

ATTACHMENTS:

- January 11, 2022 Minutes-DRAFT (PDF)



Finance/Personnel Committee

Regular Meeting

335 South Broadway
De Pere, WI 54115
<https://www.deperewi.gov/>

Draft Minutes

Tuesday, January 11, 2022

7:30 PM

GoToMeeting

1. Call to Order. The meeting was called to order at 7:30 PM by Mayor James Boyd.

Attendee Name	Title	Status	Arrived
James Boyd	Mayor	Remote	
Mike Eserkaln	Aldersperson	Remote	
Amy Chandik Kunding	Aldersperson	Remote	
John Quigley	Aldersperson	Remote	7:31 PM
Kelly Ruh	Aldersperson	Remote	

Also present (Remote): City Administrator Lawrence Delo, Human Resources Director Shannon Metzler, Fire Chief Alan Matzke, Police Chief Jeremy Muraski, Health Director-Officer Deborah Armbruster and Finance Director-Treasurer Joe Zegers.

2. Approval of the Minutes of the December 14, 2021, Regular Meeting of the Finance/Personnel Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Mike Eserkaln, Aldersperson
AYES:	Boyd, Eserkaln, Kunding, Quigley, Ruh

3. Public comment period on items not on the agenda.

Mayor Boyd offered all in attendance to speak on any item not on the Agenda; no one came forward.

4. Fire Department Overtime and LifeQuest Services Billings Reports for December, 2021.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Kelly Ruh, Aldersperson
AYES:	Boyd, Eserkaln, Kunding, Quigley, Ruh

5. Consideration and Possible Action on the October 2021 Police Overtime Report.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	John Quigley, Aldersperson
SECONDER:	Kelly Ruh, Aldersperson
AYES:	Boyd, Eserkaln, Kunding, Quigley, Ruh

6. Consideration and acceptance of donation from CoVantage Credit Union to the Fire Department.*

Mayor Boyd expressed thanks to CoVantage Credit Union for this donation.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Amy Chandik Kunding, Alderperson
SECONDER: Mike Eserkaln, Alderperson
AYES: Boyd, Eserkaln, Kunding, Quigley, Ruh

7. Consideration and Possible Action on Acceptance of \$5,000 donation from Budget Blinds to Police for use with the K-9 Unit.*

Mayor Boyd expressed thanks to Budget Blinds of west Green Bay for the donation.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Mike Eserkaln, Alderperson
SECONDER: Amy Chandik Kunding, Alderperson
AYES: Boyd, Eserkaln, Kunding, Quigley, Ruh

8. Consideration and Possible Action on Acceptance of \$500 Donation from Kwik Trip Kares to Police for use with the Hotel Voucher Program.*

Mayor Boyd expressed thanks to Kwik Trip for the donation to this much utilized program.

RESULT: ADOPTED [UNANIMOUS]
MOVER: Amy Chandik Kunding, Alderperson
SECONDER: Kelly Ruh, Alderperson
AYES: Boyd, Eserkaln, Kunding, Quigley, Ruh

9. Consideration and Possible Action to hire Baker Tilly, US, LLP to Conduct a Compensation Study.*

Human Resources Director Shannon Metzler advised the Committee that Baker Tilly is being recommended as the consultant group to conduct a compensation study for non-represented positions. The project is expected to get off the ground right away with meetings with employees to self-evaluate his or her job; positions will then be studied by Baker Tilly and compared against external data from public and private sectors, with each position being assigned to a grade level. The Consultant will also be asked to review job descriptions that are old and outdated. The project is expected to take four to five months, with results and recommendations coming back before this Committee in June. The City will try to realize some savings by partnering with the City of Appleton in their selection of Baker Tilly also. Baker Tilly has offered the opportunity to save on review of similar groups and perhaps combining travel but cannot quote an exact savings. In response to Alderperson Chandik Kunding's question on this study as compared to previous studies, HR Director Metzler explained that it is hard to say how this study will compare, but not as many adjustments are expected now as were made in 2012-2013, which resulted in significant changes. She expects a few positions to be off and low, but nothing significant. The review is a means to be fair to employees and for the City to be fiscally responsible, and in 2017-2018 fewer changes were made. She further commends the Council for doing a market adjustment each year to maintain stability. City Administrator Delo added that the earlier study had a number of employees who were red-lined or maxed out on the previous pay scale, which contributed to some of the adjustments during that study.

Alderperson Ruh asked about the quote in the Proposal for updating job descriptions for 35 positions and why that could not be accomplished internally or why it has not been

part of the process to have employees update job descriptions, to which HR Director Metzler advised that the workload of the HR Department has not allowed them to be updated internally. It has not been part of the process to have employees update them as narratives might not be accurate and writing skills vary. Baker Tilly will have better knowledge and skills at this task, but the employees will be asked to fill out a questionnaire listing the requirements of his or her job, years of experience required, etc. A supervisor will validate that information and then Human Resources will review and turn over to Baker Tilly who will review and add any general language that would need to be included. HR Director Metzler indicated that plan is to keep the job descriptions current moving forward possibly by implementing a review as part of the check-in process or other framework to be identified.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Kelly Ruh, Alderperson
AYES:	Boyd, Eserkaln, Kunding, Quigley, Ruh

10. Consideration and possible action on Division of Public Health DPH Contract #52825.*

Health Director-Officer Armbruster advised the Committee that this is a yearly grant that has been ongoing for many years for maternal child health, lead prevention and immunizations.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	Amy Chandik Kunding, Alderperson
AYES:	Boyd, Eserkaln, Kunding, Quigley, Ruh

11. Review and possible action on City of De Pere Investments and Cash Detail report for November 2021.

Finance Director-Treasurer Zegers advised the Committee that as of November 30, the City had total cash of \$3.6 million, with investment accounts and money market of \$21.1million and total cash and investments of over \$24.7 million.

The rates of return continue to be negative for the year, although the City's financial advisor indicates an uptick is expected; 2021 is down for investments as compared to the budget, but other accounts have picked up the general fund, such as Covid related items and Building Inspection.

The Local Government Investment Pool (LGIP) decreased by \$3.6 million in November due to debt payments and accounts payable and payroll, offset by receipt of state shared revenues of \$1.2 million. In December, LGIP will decrease \$2 million for accounts payable and payroll.

Staff started collecting tax payments as of December 10, with total collection of \$25.5 million through January 10. The money is being deposited in a money market for a larger return compared to the LGIP, but still allowing it to remain liquid. As of January 15, portions will be sent to the school districts and to Brown County, with a second disbursement on February 15. The second phase of tax payments will be collected by Brown County from February 1 to July 1. The interest rate for the money market is .12%, with \$35-37 million estimated in total collection.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	James Boyd, Mayor
SECONDER:	John Quigley, Alderperson
AYES:	Boyd, Eserkaln, Kunding, Quigley, Ruh

12. Future agenda items.

None.

13. Adjournment.

Mayor Boyd made a Motion to Adjourn; seconded by Alderperson Chandik Kunding.
Upon unanimous vote, the meeting adjourned at 7:58 PM.

Respectfully submitted,
Angela Zills



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: February 8, 2022

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Fire Department Overtime and LifeQuest Billing Services Reports for January, 2022.

ATTACHMENTS:

- FIRE DEPT JAN 2022 OT RPT (PDF)

DE PERE FIRE RESCUEOVERTIME BREAKDOWN BY REASON FOR THE YEAR 2021

REASON	Jan.*	Feb.**	Mar. ***	Apr.+	May++	June+++	July^	Aug.^	Sept.^^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	33.00	33.00	45.00	48.75	54.00	22.50	78.00	75.00	60.25	33.00	6.00	54.00	542.50
EMS TRAINING	81.25	108.50	123.50	67.00	8.75	25.50	0.00	0.00	94.00	143.25	104.00	113.25	869.00
FIRE TRAINING	0.00	0.00	64.75	4.50	16.25	45.00	6.00	53.00	67.50	51.50	12.75	21.50	342.75
RESCUE CALLS	1.25	17.00	6.00	1.75	5.50	7.50	5.25	4.50	6.00	6.00	7.00	3.00	70.75
FIRE CALLS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.50	0.00	4.00	0.00	9.50
MEETINGS	4.50	24.00	58.00	35.50	24.00	0.00	0.00	0.75	108.00	0.00	1.50	6.75	263.00
STAFFING REP.	36.00	62.25	36.00	36.00	141.75	0.00	580.25	500.50	409.50	213.00	673.75	315.75	3,004.75
MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	0.00	0.00	3.50
PUB. ED.	12.25	0.00	1.50	4.50	0.00	12.25	3.50	0.00	9.00	12.75	1.50	0.00	57.25
SPECIAL EVENTS	5.50	70.50	146.75	102.25	68.50	82.25	15.00	55.25	31.25	47.75	53.25	34.50	712.75
# FIRE RUNS	33	24	30	42	21	41	32	41	21	26	23	23	357.00
# EMS RUNS	195	174	208	177	230	232	235	247	252	230	227	257	2,664.00
DISPATCH ERRORS	5	4	2	3	1	3	2	6	1	4	2	5	38.00
TOTAL HRS.	173.75	315.25	481.50	300.25	318.75	195.00	688.00	689.00	794.50	507.25	863.75	548.75	5,875.75

Special Events included in Overtime

Total Overtime Budget \$110,000, Expenditures through January 4, 2022, \$114,710, 104%

*Period: 12/26/2020-1/22/2021 +Period: 4/03/2021-4/30/2021 ^Period: 6/26/21-07/23/21 #Period: 10/2/21-10/29/21
 **Period: 1/23/2021-2/19/2021 ++Period: 5/1/2021-5/28/2021 ^^Period: 7/24/21-8/20/21 ##Period: 10/30/21-11/26/21
 ***Period: 2/20/2021-4/02/2021 +++Period: 5/29/2021-6/25/21 ^^^Period: 8/21/21-10/1/21 ###Period: 11/27/21-12/24/21

OVERTIME BREAKDOWN BY REASON FOR THE YEAR 2022

REASON	Jan.*	Feb.**	Mar. ***	Apr.+	May++	June+++	July^	Aug.^	Sept.^^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	66.75												66.75
EMS TRAINING	162.75												162.75
FIRE TRAINING	50.00												50.00
RESCUE CALLS	11.25												11.25
FIRE CALLS	0.00												0.00
MEETINGS	5.00												5.00
STAFFING REP.	232.50												232.50
MAINTENANCE	0.00												0.00
PUB. ED.	0.00												0.00
SPECIAL EVENTS	11.00												11.00
# FIRE RUNS	35												35.00
# EMS RUNS	252												252.00
DISPATCH ERRORS	3												3.00
TOTAL HRS.	539.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	539.25

Special Events included in Overtime

Total Overtime Budget \$110,000, Expenditures through February 1, 2022, \$2,694, 2%

*Period: 12/24/21-01/21/22 +Period: ^Period: #Period:
 **Period: ++Period: ^^Period: ##Period:
 ***Period: +++Period: ^^^Period: ###Period:

**DE PERE FIRE RESCUE
OVERTIME CAUSED BY SICK LEAVE
JANUARY, 2022**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
12/27/21	24	36
12/28/21	14	21
12/29/21	24	36
12/30/21	24	36
12/31/21	24	36
01/14/22	20.5	30.75
01/17/22	12.5	18.75
01/19/22	12	18
TOTAL	155	232.5

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

Pay Periods: 12/25/21-01/21/22

DE PERE FIRE RESCUE

STRUCTURAL FIRE "STILL" ALARMS FOR JANUARY, 2022



Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
1/1/2022	2646 W. Scarlet Oak Circle	Carbon monoxide detector activation, no CO	E111	Investigate	N/A
1/2/2022	600 Heritage Road	Arcing, shorted electrical equipment	C102, BC111, E111, E121	Investigate, shut down system	N/A
1/3/2022	650 S. Michigan Street	Alarm system activation, no fire, unintentional	C102, E111	Restore fire alarm system	N/A
1/3/2022	1710 Lawrence Drive	Alarm system activation, no fire, unintentional	BC111, E111	Investigate	N/A
1/7/2022	1326 Cook Street	Carbon monoxide detector activation, due to malfunction	E111	Investigate	N/A
1/8/2022	901 S. Ninth Street	Alarm system activation, no fire, unintentional	BC111, E121	Investigate	N/A
1/9/2022	704 S. Melcorn Circle	Carbon monoxide detector activation no CO	E111	Investigate	N/A
1/10/2022	1743 Burgoyne Court	Alarm system sounded due to malfunction	E111	Investigate	N/A
1/10/2022	2010 Venture Avenue	Smoke or odor removal	C102, E111	Investigate	N/A
1/10/2022	2073 Bridge Port Circle	Cooking fire, confined to container	C102, E121	Investigate, fire out on arrival	N/A
1/11/2022	200 S. Ninth Street	Smoke detector activation, due to malfunction	BC111, E121	Investigate	N/A
1/11/2022	1620 Lawrence Drive	Gasoline or other flammable liquid spill	E121	Investigate	N/A
1/13/2022	2580 S. Broadway (Village of Ashwaubenon)	Possible dryer fire	BC111, L111	Dispatched and canceled en route	N/A
1/15/2022	1620 Lawrence Drive	Passenger vehicle fire	BC111, E121	Investigate, fire out on arrival, salvage and overhaul	N/A
1/15/2022	2112 S. Broadway	Smoke detector activation, no fire, unintentional	E111	Investigate	N/A
1/16/2022	1233 O'Keefe Court	Carbon monoxide detector activation, due to malfunction	E111	Investigate	N/A
1/18/2022	2351 Santa Barbara Drive (Village of Ashwaubenon)	Building fire	C102, L111	Extinguishment by fire service personnel, salvage & overhaul	N/A
1/18/2022	100 William Street	Ice Rescue	BC111, A12, A121	Rescue, remove from harm	Ashwaubenon

Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
1/20/2022	1166 Grant Street	Carbon monoxide incident	E111	Investigate	N/A
1/21/2022	1326 Cook Street	Carbon monoxide detector activation, no Co	E111	Investigate	N/A
1/22/2022	6724 Follett Street (Village of Greenleaf)	Building fire	BC111, L111	Extinguishment by fire service personnel	N/A
1/22/2022	510 N. Tenth Street	Municipal Alarm system, malicious false alarm	E121	Investigate, restore fire alarm system	N/A
1/25/2022	1880 Commerce Drive	Excessive heat, scorch burns with no ignition	BC111, E111, E121	Investigate	N/A
1/26/2022	835 Ash Street	Building fire	C102, C103, BC111, A121, E111, E121, L111	Incident command, extinguishment by fire service personnel, rescue/remove from harm, ventilate	Ashwaubenon, Denmark, Hobart, Green Bay, Lawrence, Ledgeview, Morrison & Wrightstown
1/27/2022	1751 W. Matthew Drive	Alarm system sounded due to malfunction	E121	Investigate	N/A
1/28/2022	2168 Yahara Circle	Carbon monoxide incident	E111	Investigate	N/A
1/28/2022	1162 Brookwood Drive (Village of Ashwaubenon)	Smoke or odor removal	BC111, L111	Standby	N/A
1/28/2022	1416 View Lane (Village of Ashwaubenon)	Building fire	BC111, L111	Incident command, extinguishment by fire service personnel, salvage & overhaul	N/A
1/30/2022	627 N. Huron Street	Smoke or odor removal	E111	Investigate	N/A

**LIFEQUEST MEDICAL BILLING - 2022
MONTHLY REPORT**

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE
CHARGES	194,947					
PAYMENTS	65,007					
CREDIT ADJUSTMENTS	71,686					

	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
CHARGES						
PAYMENTS						
CREDIT ADJUSTMENTS						

Payments to LifeQuest	
January	3,354
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	
Total Paid	\$3,354

**See attached details

City Of De Pere
Income and Expenditures
January 2022
All Phases

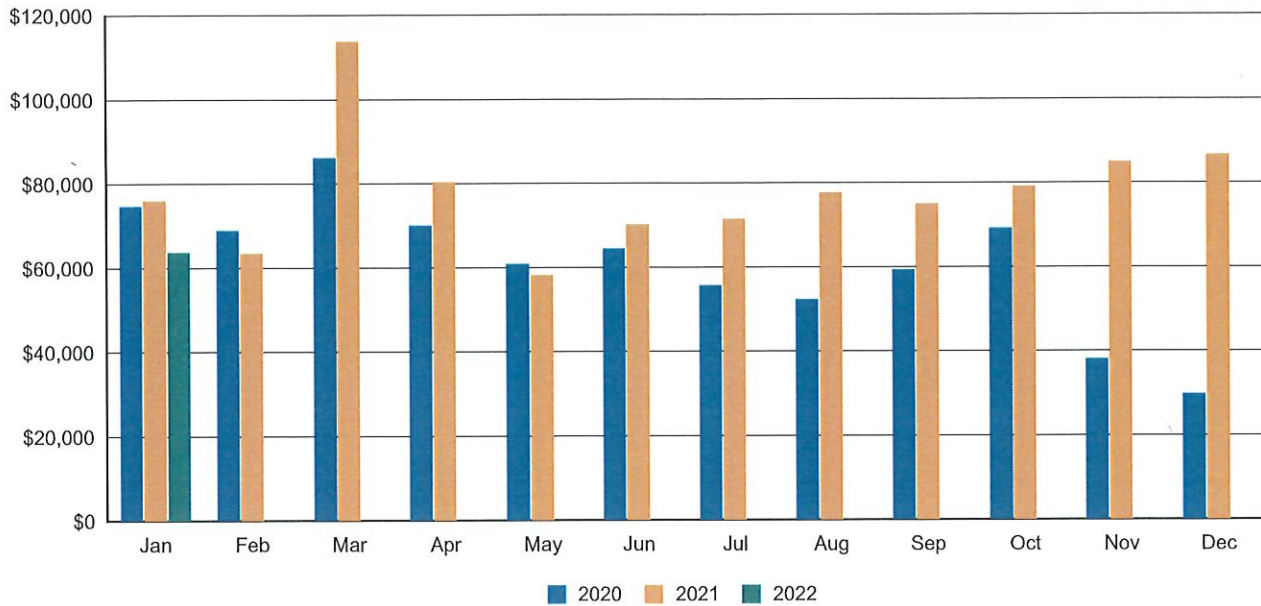
Charges		Billing	Collection	Total
Billing Charges / Collection Placements		\$169,945.36	\$25,002.12	\$194,947.48
Other	+	\$0.00	\$0.00	\$0.00
Subtotal of Charges		\$169,945.36	\$25,002.12	\$194,947.48
Account Transfers		\$15,760.70	\$8,472.22	\$24,232.92
Credit Summary				
Total Credits		\$132,779.90	\$4,774.14	\$137,554.04
Less Adjustments	-	\$71,685.69	\$0.00	\$71,685.69
Less Delinquent Closed Accounts Reconciliation	-	\$0.00	\$2,026.87	\$2,026.87
Less Overpayments	-	\$(890.55)	\$(275.00)	\$(1,165.55)
Gross Payments Received		\$61,984.76	\$3,022.27	\$65,007.03
Plus Overpayment Returns	+	\$(108.87)	\$0.00	\$(108.87)
Net Payments Received		\$61,875.89	\$3,022.27	\$64,898.16
Less Payments Kept By Service	-	\$0.00	\$0.00	\$0.00
Total Deposits Reconciliation		\$61,875.89	\$3,022.27	\$64,898.16
Summary of Disbursement				
Total Deposits & Payments Kept By		\$61,875.89	\$3,022.27	\$64,898.16
Plus Overpayment Refunds	+	\$(781.68)	\$(275.00)	\$(1,056.68)
Gross Revenue		\$61,094.21	\$2,747.27	\$63,841.48
LifeQuest Fee		\$2,749.24	\$604.40	\$3,353.64
Plus Probate Fees	+	\$0.00	\$0.00	\$0.00
Other / Fees		-	-	\$0.00
Total Due LifeQuest	Check # EFT	\$2,749.24	\$604.40	\$3,353.64
Service Revenue		\$58,344.97	\$2,142.87	\$60,487.84
Less Payments Kept By Service	-	\$0.00	\$0.00	\$0.00
Less Service Payable	-	\$0.00	\$0.00	\$0.00
Less Probate Fees	-	\$0.00	\$0.00	\$0.00
Other / Fees		\$0.00	\$0.00	\$0.00
Total Due Service	Check # EFT	\$58,344.97	\$2,142.87	\$60,487.84

Messages:

Total Deposits EOM differ from bank statement by \$81.18 due to 12/31 \$81.18 WPS now posted eli 2.1.22

All Phases Gross Revenue

City of De Pere
January 2020 to January 2022



	2020	2021	2022
January	\$74,735	\$76,068	\$63,841
February	\$68,980	\$63,602	\$0
March	\$86,226	\$113,896	\$0
April	\$70,107	\$80,392	\$0
May	\$61,059	\$58,325	\$0
June	\$64,610	\$70,239	\$0
July	\$55,803	\$71,566	\$0
August	\$52,414	\$77,763	\$0
September	\$59,470	\$75,107	\$0
October	\$69,260	\$79,194	\$0
November	\$38,169	\$85,024	\$0
December	\$29,842	\$86,681	\$0
Total Gross Revenue	\$730,674	\$937,858	\$63,841

City Of De Pere

Billing Summary

January 2022

Phase 1

Charges

Billing Charges		\$169,945.36	
Other	+	\$0.00	
Subtotal of Charges			\$169,945.36

Account Transfers

Billing to Collections Transfer Total			\$15,760.70
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Credit Summary

Total Credits		\$132,779.90	
Less Adjustments	-	\$71,685.69	
Less Overpayments	-	\$(890.55)	
Gross Payments Received			\$61,984.76
Plus Overpayment Returns	-	\$(108.87)	
Net Payments Received			\$61,875.89
Less Payments Kept By Service	-	\$0.00	
Total Deposits Reconciliation			\$61,875.89

Summary of Disbursement

Total Deposits & Payments Kept By		\$61,875.89	
Plus Overpayment Refunds	+	\$(781.68)	
Gross Revenue			\$61,094.21
LifeQuest Fee		\$2,749.24	
Plus Probate Fees	+	\$0.00	
Total Due LifeQuest	Check # EFT		\$2,749.24
Service Revenue		\$58,344.97	
Less Payment Kept By Service	-	\$0.00	
Less Service Payable	-	\$0.00	
Less Probate Fees	-	\$0.00	
Other / Fees	-	\$0.00	
Total Due Service	Check # EFT		\$58,344.97

Messages:**Legend:****Charges - Other:** Includes insurance interest, transaction fees, probate fees**Credit Summary - Less Overpayments:** Includes recoupments, refunds, returns, service payables**Credit Summary - Plus Overpayment Returns:** Includes NSF/bank returned type payments

(888) 777-4911

This Report May Contain Confidential Information or Protected Health Information.
Please Handle Accordingly.

2/1/2022

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252.1.2022.M001

Billing Reconciliation Summary

City of De Pere

For the month of January 2022

Beginning Balance of Accounts Receivables			\$219,801.95
Total Charges entered for the Month		+	\$169,945.36
Adjustments			
Intercept	\$0		
Per Contract	\$0		
Account Transfer Total	\$15,760.70		
Other	\$55,924.99		
Total Adjustments for the Month	\$71,685.69	-	\$71,685.69
Payments			
Cash	\$11,958.37		
Contract Payments	\$0		
Credit Card	\$0		
Direct Deposit	\$45,719.02		
Hospital	\$0		
Insurance	\$4,307.37		
Payment Kept By	\$0		
Other	\$0		
	\$61,984.76	-	\$61,984.76
Overpayment			
Recoupment	\$0		
Refunds	\$(781.68)		
Returns	\$(108.87)		
Service Payable	\$0		
Other	\$0		
	\$(890.55)	-	\$(890.55)
Total for Reconciliation Summary			\$256,967.41
Ending Balance of Accounts Receivables			\$256,967.41

Receivables Distribution Report

Receivables Cash

All Companies

All Directories

Charges	Feb 2021	Mar 2021	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Totals
Feb 2021	2452	31523	18131	2721	1201	76	-1	14	0	0	0	0 \$	56116
118613	2.1	26.6	15.3	2.3	1	0.1	0	0	0	0	0	0 %	47.3
Mar 2021		7661	33772	13936	7469	876	1180	491	211	359	99	915 \$	66969
130418		5.9	25.9	10.7	5.7	0.7	0.9	0.4	0.2	0.3	0.1	0.7 %	51.3
Apr 2021			7082	27529	15501	2954	544	401	672	236	1741	560 \$	57221
115290			6.1	23.9	13.4	2.6	0.5	0.3	0.6	0.2	1.5	0.5 %	49.6
May 2021				4433	35909	17506	5273	2487	300	0	0	0 \$	65908
125663				3.5	28.6	13.9	4.2	2	0.2	0	0	0 %	52.4
Jun 2021					6181	35707	14652	7508	4306	0	294	75 \$	68723
139070					4.4	25.7	10.5	5.4	3.1	0	0.2	0.1 %	49.4
Jul 2021						9919	42814	14242	4691	2516	-29	730 \$	74882
152022						6.5	28.2	9.4	3.1	1.7	0	0.5 %	49.3
Aug 2021							10656	37960	17163	7929	2229	1155 \$	77092
151972							7	25	11.3	5.2	1.5	0.8 %	50.7
Sep 2021								4774	44094	24792	9276	1717 \$	84652
164710								2.9	26.8	15.1	5.6	1 %	51.4
Oct 2021									1134	45646	22761	4364 \$	73905
163659									0.7	27.9	13.9	2.7 %	45.2
Nov 2021										3959	40835	17913 \$	62706
132474										3	30.8	13.5 %	47.3
Dec 2021											1414	31245 \$	32659
143477											1	21.8 %	22.8
Jan 2022												2238 \$	2238
118661												1.9 %	1.9
Averages	1st Mo	2nd Mo	3rd Mo	4th Mo	5th Mo	6th Mo	7th Mo	8th Mo	9th Mo	10th Mo	11th Mo	12th Mo	
Extended	3.7	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	
Weighted	3.7	26.5	12.7	4.1	1.4	0.3	0.3	0.1	0.4	0.2	0.4	0	



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: February 8, 2022

DEPARTMENT: Police

FROM: Jeremy Muraski

SUBJECT: Consideration and Possible Action on the January 2022 Police Overtime Report

The overtime (OT) report covers the month of January 2022. January overtime was down notably from January of 2021 and also when compared to January of 2020. It should be noted that the department has fewer vacancies for patrol officers than it did the past two years.

Officer Sick Relief OT consisted of 29.25 hours.

Staffing Level OT accounted for 55.50 hours.

ATTACHMENTS:

- 2020 PD OT Summary (PDF)
- January 2022 PD OT Report (PDF)
- 2021 PD OT Report Summary (PDF)

**DEPARTMENT OF POLICE
OVERTIME BY REASON
2020**

REASON	JAN *	FEB **	MAR ***	APR +	MAY ++	JUN ^	JUL #	AUG ##	SEPT ^^	OCT ^^^	NOV **	DEC ***	TOTAL
OFFICER SICKLEAF	90.75	25.50	18.00		10.25	6.50	0.00	20.00	27.50	42.25	61.50	60.00	362.25
OFFICER WORKED ON HOLIDAY	92.75	12.00	12.00	25.75	48.50	8.00	69.25	4.00	108.00	18.00	53.50	96.75	548.50
OFFICER FOR COURT	60.00	4.00	7.00	5.00		3.00	8.00	5.50	7.75	4.00	4.00	2.00	110.25
OFFICER TRAINING	38.50	119.75	56.00	20.00		146.00	104.25	48.25	78.50	142.50	97.00	39.00	889.75
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTENDING MEETING		2.00	2.00								1.50	4.50	10.00
STAFFING LEVEL	285.50	107.25	99.00	54.25	42.50	154.50	225.25	279.00	243.50	304.25	94.75	142.75	2032.50
INVESTIGATION	22.50	7.50	32.25	28.25	36.25	25.50	70.75	43.25	74.25	57.25	32.50	32.50	462.75
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	27.75	29.25	13.75					14.00	14.25	16.00	8.00	33.75	156.75
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED	4.50	14.00								3.25	55.00		76.75
WARRANTS	15.25	14.25	24.75	5.75	48.00	58.00	2.00	5.75	12.75	27.00	11.00		224.50
WARRANTS REIMBURSED	11.50	42.25	18.50	12.25	5.75	4.00	31.50	4.00	18.75	11.00	5.75	20.75	186.00
GROSS OVERTIME	649.00	377.75	283.25	151.25	191.25	405.50	511.00	423.75	585.25	625.50	424.50	432.00	5060.00
SUBTOTAL REIMBURSED OVERTIME	(43.75)	(85.50)	(32.25)	(12.25)	(5.75)	(4.00)	(31.50)	(18.00)	(33.00)	(30.25)	(68.75)	(54.50)	(419.50)
NET OVERTIME	605.25	292.25	251.00	139.00	185.50	401.50	479.50	405.75	552.25	595.25	355.75	377.50	4640.50

TOTAL OVERTIME BUDGET : \$ 175,000.00

EXPENDITURES THROUGH 12/31/2020 \$ 236,439.64

PERCENT OF TOTAL BUDGET : 135%

NOTES:

* period 12/28/2019 -1/24/2020

** period 1/25/2020 -2/21/2020

*** period 2/22/2020 -4/3/2020

+ period 4/4/2020 -4/30/2020

++ period 5/1/2020 -5/31/2020

^ period 6/1/2020 -6/30/2020

period 7/1/2020 -7/31/2020

period 8/1/2020 -8/31/2020

^^ period 9/1/2020 -9/30/2020

^^^ period 10/1/2020 -10/31/2020

*^ period 11/1/2020 -11/30/2020

*+^ period 12/1/2020 -12/31/2020

Additional notes

Changing from Payroll period reporting to monthly reporting beginning May 1, 2020.

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2022**

REASON	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
OFFICER SICK RELIEF	29.25												29.25
OFFICER WORKED ON HOLIDAY	58.25												58.25
OFFICER FOR COURT	8.00												8.00
OFFICER TRAINING	63.25												63.25
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING													0.00
STAFFING LEVEL	55.50												55.50
INVESTIGATION	31.00												31.00
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	26.25												26.25
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED													0.00
MISCELLANEOUS	1.50												1.50
MISCELLANEOUS REIMBURSED	23.25												23.25
GROSS OFFICER OVERTIME	296.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	296.25
SUBTOTAL REIMBURSED OVERTIME	(49.50)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(49.50)
NET OFFICER OVERTIME	246.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	246.75

TOTAL OVERTIME BUDGET: \$ 175,000.00
EXPENDITURES THROUGH 01/28/2022 \$ 9,287.80
PERCENT OF TOTAL BUDGET: 5%

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2021**

REASON	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
OFFICER SICK RELIEF	24.75	11.50	21.50	39.50	11.50		21.25	15.25	3.00	16.00		37.75	202.00
OFFICER WORKED ON HOLIDAY	94.00	16.50		30.00	66.00	4.00	61.00	20.00	117.25		61.50	114.25	584.50
OFFICER FOR COURT	2.75	4.00	16.00	10.00	2.00	14.00	9.00	18.00	12.25	8.00	10.00	6.00	112.00
OFFICER TRAINING	73.00	71.25	82.50	33.25	128.25	55.25	26.75	45.50	131.50	110.50	130.25	28.25	916.25
OFFICER RELIEF FOR FUNERAL			6.75										6.75
OFFICER ATTEND MEETING		7.75		1.00	15.50	7.75	11.25	13.50			7.75		64.50
STAFFING LEVEL	144.25	96.50	124.50	124.25	275.00	256.50	265.00	229.25	137.50	124.75	88.00	167.00	2032.50
INVESTIGATION	68.50	52.50	47.00	28.50	49.75	50.25	64.75	68.25	47.75	52.00	37.75	26.00	593.00
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	28.75	21.25	11.75	42.50	25.50	22.25		18.00	63.75	82.50	9.50	26.00	351.75
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT	34.50			2.00	60.00								96.50
SPECIAL ASSIGNMENT REIMBURSED							2.00	20.50	6.00	18.00	26.50		73.00
MISCELLANEOUS	11.25	5.25	1.00	8.75	3.25	35.50		5.50	14.25	15.00	19.00	12.00	130.75
MISCELLANEOUS REIMBURSED			21.50	26.25	19.50	1.00		33.50	16.25	11.75	11.25	35.00	176.00
GROSS OFFICER OVERTIME	481.75	286.50	332.50	346.00	656.25	446.50	461.00	487.25	549.50	438.50	401.50	452.25	5339.50
SUBTOTAL REIMBURSED OVERTIME	(28.75)	(21.25)	(33.25)	(68.75)	(45.00)	(23.25)	(2.00)	(72.00)	(86.00)	(112.25)	(47.25)	(61.00)	(600.75)
NET OFFICER OVERTIME	453.00	265.25	299.25	277.25	611.25	423.25	459.00	415.25	463.50	326.25	354.25	391.25	4738.75

*TOTAL OVERTIME BUDGET: \$ 175,000.00

EXPENDITURES THROUGH 12/31/2021 \$ 202,559.08

PERCENT OF TOTAL BUDGET: 116%

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

MEETING DATE: February 8, 2022

DEPARTMENT: Police

FROM: Jeremy Muraski

SUBJECT: Consideration and Possible Action to Approve Copier Lease Agreement for the Police Department. *

The agreements are attached that would need to be approved and authorized. The monthly cost is nearly the same as our current maintenance on the old Canon IR machine in our interior office area. (It did increase with the updated proposal.) However, the new machine prints and scans in color, so our color costs would be reduced tremendously, and be more available at an economical cost to the department. Currently the cartridges for the 500 Color Laser in the office are nearly \$200 per color cartridge. Cost of use on that machine would be greatly reduced.

It also includes a new machine for the front desk, which we are testing currently. The new cost would be \$198.74 monthly, versus the current maintenance on the existing equipment of \$191.00. Our budget estimates are generous enough to cover this small increase.

ATTACHMENTS:

- Proposal - Investment Analysis - current vs proposed upgraded - 063021 (PDF)
- Master Agreement (PDF)
- Master Agreement - Acceptance Supplement (PDF)

Current Solution

Equipment				Equipment Lease		Maintenance Agreement								Current Monthly Spend
Model	Accessories	Location	Date Placed	Monthly Payment	Lease Length	Base Maintenance Cost		Total Impressions Included per Period		Overage Rate		Average Monthly Volume		Total
						Payment	Period	Black	Color	Black	Color	Black	Color	
Canon iR ADV 4251	(4) drawers, Inner Staple, Inner Hole Punch	Main Office	4/8/2014	\$0.00	na	\$191.00	Monthly	10,000	0	\$0.0187	\$0.0000	3,713	0	\$191.00
Lexmark XS463de	Standard	Front Office	4/8/2014	\$0.00	na	Included	Monthly	Included	0	\$0.0170		0	0	
HP Printer Costs (ESTIMATED)	na			\$100.00								0	0	\$100.00
Current Monthly Total Spend														\$291.00

Proposed Solution - 5 new devices (Canon MFP, Lexmark MFP, (3) Scanners)

Equipment				Equipment Lease		imageCARE Agreement								Proposed Monthly Spend
Model	Accessories	Location	Date Placed	Monthly Payment	Lease Length	Base Maintenance Cost		Total Impressions Included per Period		Overage Rate		Average Monthly Volume		Total
						Payment	Period	Black	Color	Black	Color	Black	Color	
Canon iR ADV DX C3725i	(4) drawers, Inner Staple, Fax	Main Office	na	\$190.13	60	\$0.00	Monthly			\$0.0070	\$0.0450	2,418	0	\$207.06
Lexmark XM	550 sheet paper tray, scan, fax	Front Office	na	Included	60	\$0.00	Monthly			\$0.0100		1,295	0	\$12.95
Canon DR C225 II Scanner	standard		na	Included	60							0	0	
Canon DR C225 II Scanner	standard		na	Included	60							0	0	
Canon DR C225 II Scanner	standard		na	Included	60							0	0	
Proposed Monthly Total Spend														\$220.01

Information Prepared By:

Scott Schumacher

Senior Account Executive & Team Leader

Phone: (920) 366-6208

sschumacher@gflesch.com

Notes

HP printer cost above is estimated at \$100 per month

Volume for your current Lexmark and Canon are combined into a total on the top line

The new lease that is being proposed includes three Canon DR C225 II Scanners

You will be saving money each month and getting a total of FIVE new devices to fit your current needs

Monthly Savings: **\$70.99**

Annual Savings: **\$851.93**



Gordon Flesch Company, Inc. Master Agreement

Agreement Number: _____

Customer ("You" or "Customer")		☐ Proprietorship ☐ Association ☐ Partnership ☒ Municipality ☐ Corporation ☐ LLC	
De Pere Police Department	Kerry Krueger	WI	54115
Full Legal Name	Contact Name	State	Zip
325 S Broadway	De Pere		
Address	City		
(920) 339-4084	kkrueger@deperewi.gov		
Phone	E-mail		Federal ID #

This Gordon Flesch Company, Inc. Master Agreement by and between Gordon Flesch Company, Inc., a Wisconsin corporation, d/b/a GFCConsulting or GFC Leasing, with offices at 2675 Research Park Drive, Madison, WI 53711 ("GFC") and De Pere Police Department _____, organized in the state of WI, ("you" or "Customer"), is effective on the date executed by GFC.

- Agreement.** By signing this Gordon Flesch Company, Inc. Master Agreement, you agree to the terms herein plus any and all Master Agreement Acceptance Supplements ("Supplement(s)") executed by you now and in the future. Each Supplement will be in a form prescribed by GFC, and upon execution by you and GFC will constitute a part of this Agreement to the same extent as if they were set forth in full in this Agreement. This Agreement and all Supplements delivered with this Agreement and anytime thereafter, are collectively referred to herein as the "Agreement." The terms "Agreement", "hereof", "herein", and "hereunder", mean this Agreement together with each Supplement and each Service Level Agreement, addendum and schedule attached to any Supplement. Except as specifically provided in a particular Supplement, to the extent the terms and conditions of this Agreement are inconsistent with the terms and conditions of any Supplement, Service Level Agreement, addendum or schedule, the terms and conditions in this Agreement will prevail.
- Term.** The term of any particular Supplement which references this Agreement begins on the "First Payment Due Date" specified in that Supplement and continues for the term set forth in such Supplement. Except as otherwise provided in a particular Supplement, the term for a Supplement will be extended automatically, without notice, for successive month-to-month terms beyond the initial term unless you provide GFC written notice that you do not want to extend, at least one calendar month before the end of the scheduled term or any extension of the term for that Supplement. Payments for any extended term will be due as invoiced by GFC. This Agreement will remain effective until all Supplements subject to this Agreement have expired, or been terminated.
- Equipment.** If a Supplement includes equipment, the items of equipment and other personal property including hardware, parts, additions, and accessories incorporated or attached to the equipment, and software embedded in the equipment are collectively referred to herein as the "Equipment."
- Software.** If a Supplement includes software, embedded, installed or separate from the Equipment, including software-as-a-service, such software and the software license rights are also separately referred to herein as the "Software."
- GFC Services.** If a Supplement includes services provided by GFC, or by third party vendors ("GFC Partners"), including but not limited to, IT managed services, professional services, and cloud based data storage, such services are also collectively referred to herein as "GFC Services."
- Your Selections.** You acknowledge that although GFC may provide recommendations, you have selected (or will select) the type, size, design, model, capacity, quantity, functionality, manufacturer, licensor, and supplier of the Equipment, Software, GFC Services, and any other hardware or services referred to in each Supplement (collectively, the "Solutions"), on the basis of your own judgment, and that it meets provisions of any purchase order pursuant to which GFC has acquired title to the Solutions. Any purchase order issued by you to GFC regarding the Solutions is issued solely for purposes of your authorization and does not in any way supersede, modify or become a part of this Agreement or any Supplements.
- End User Agreements.** You acknowledge that installation and configuration of the Solutions commonly requires that you as the end user agree to certain end user license agreements, service level agreements, and related agreements (collectively, the "End User Agreements"). To that end, you hereby authorize GFC and GFC Partners to accept and/or agree to on your behalf, all such End User Agreements related to the Solutions that GFC or GFC Partners encounter while installing, configuring, supporting, and/or servicing the Solutions and your existing hardware and software. Solutions which require End User Agreements and a link to locate and review such End User Agreements are set forth on the applicable Supplement.
- Connectivity, Security.** It is your responsibility to provide adequate and secure connectivity to enable the Solutions to perform to your satisfaction. You acknowledge and agree that GFC does not guarantee or warrant the quality, speed, security or uninterrupted availability of the Solutions as it relates to the connectivity provided by you. You acknowledge that the communications lines used to access the Solutions are provided by you and a third party public utility or by private companies over which GFC has no control, and that the security of data transmission over such lines to provide the Solutions is not the responsibility of GFC. Accordingly, except to the extent caused directly by the reckless or willful misconduct of a GFC employee but subject to the limitations of liability in this Agreement, GFC will have no liability to you arising from or related to the transmission or lack of transmission of data over the communications lines used to access the Solutions, or for any attempted or actual access, modification, damage, loss, deletion, misappropriation, or compromise of any data in connection with the Solutions. You agree to refrain from any act or omission which disrupts, inhibits or

prevents the effectiveness, or operation of the Solutions provided by GFC and GFC Partners, including without limitation, Solutions for virus protection, data backup and IT managed services.

9. **Your Data.** You acknowledge that although GFC may provide recommendations, you agree that the responsibility of acquiring tools for managing, storing, backing up, and securing data, which include the Solutions you obtain from GFC and GFC Partners, is with the owner of such data. Furthermore, you acknowledge and agree that in the use of the Solutions, including but not limited to the transmission and storage of data, that despite every effort by you, GFC and GFC Partners to minimize risk, there remains a risk that your data may be accessed, modified, damaged, lost, deleted, misappropriated, or compromised by willful attack or otherwise and perhaps not be recoverable ("Data Breach"). To that end, in the event of any Data Breach, you acknowledge and agree that GFC will have no liability to you related to any such Data Breach, except to the extent caused directly by the reckless or willful misconduct of a GFC employee, but subject to the limitations of liability in this Agreement. GFC will endeavor to assist you in the recovery and restoration of such data at your sole cost.
10. **Data Back Up.** GFC and GFC Partners may install and/or configure the Solutions and/or your existing hardware and software on your computer(s), computer network and/or other office equipment and you acknowledge that it is advisable for you to back up all data on your computer equipment that you deem necessary prior to such installation and/or configuration. If data backup is not included in a Solution, you acknowledge that it is advisable to back up all data on your computer equipment on at least a daily basis following installation.
11. **Payments.** You agree to timely pay GFC all payments when due, as set forth in each Supplement, every calendar month, quarterly, annually or as otherwise stated therein, until all such payments have been made. All payment obligations herein are collectively referred to as the "Payments." You agree to make Payments in advance as invoiced by GFC. You also agree to pay prorated amounts for any partial billing period for the number of days between the Commencement Date and First Payment Due Date as those terms are defined in each Supplement.
12. **Late Payments.** If you fail to pay any part of a Payment or any other sum to GFC within ten (10) days after the due date thereof you agree to pay GFC a late fee of 5% of the overdue amount plus accrued interest on the late payment from the expiration of said ten (10) days until paid, at a rate equal to the lesser of 1.5% per month or the highest legal rate permitted.
13. **Fees and Taxes.** You agree to pay when due, all applicable fees and taxes (including but not limited to, personal property tax, sales or use tax), imposed in connection with this Agreement and the Solutions provided to you. To the extent any state or other governmental entity, assesses or otherwise imposes taxes or fees arising from this Agreement, you will reimburse GFC for such sums upon demand. Any duplication of such fee or tax payments by GFC and you are your responsibility.
14. **Security Deposit.** The security deposit set forth in any Supplement will be held by GFC and does not earn interest unless required by law. If you default hereunder, or the Equipment is damaged, GFC may apply the security deposit to cure such default or repair such damage, and you will restore the security deposit upon demand. When you have met all requirements of this Agreement as of the expiration or termination of the latest to expire Supplement, any remaining security deposit will be returned to you.
15. **Delivery and Acceptance.** GFC agrees to purchase the Solutions from a supplier but assumes no liability in connection with the Solutions, or other services provided or delivery thereof by a third party. Delay in delivery of the Solutions does not affect the validity of this Agreement. You will inspect the Solutions and provide GFC with written notice specifying any claimed defect or omission within five (5) business days of installation and implementation of the Solutions. If you do not timely provide such notice, you acknowledge that you accept the Solutions and are satisfied that the Solutions are in good condition and in the proper configuration.
16. **Default and Cross Default.** If you fail to pay any amount herein when it is due, or fail to timely perform any other obligation as required herein, or if you suspend business, become insolvent, enter into or petition for a creditors' arrangement, or if a receiver is appointed for any of your property, or if you are in default under any other agreement with GFC or any End User Agreement, you will then be in default pursuant to this Agreement and any other agreements with GFC. Upon default, the Accelerated Payment (defined below) will become immediately due and owing and GFC will have all rights and remedies available to it, including but not limited to, the right to exercise any or all of the following remedies: (i) terminate your right to possession of any or all items of the Equipment and Software in any Supplement; (ii) take possession of any or all items of Equipment and Software; (iii) suspend or terminate your use or access to GFC Services; (iv) sell or lease the Equipment at public or private sale; or (v) terminate this Agreement. In the event GFC takes possession of the Equipment and Software, terminates this Agreement, or your right to possession, use of, or access to some or all of the Solutions, you will remain liable to GFC for the Accelerated Payment less the net sale proceeds realized by GFC from the Equipment. All rights and remedies of GFC are cumulative and in addition to every other right and remedy available to GFC. In addition to the Accelerated Payment and all other amounts, you agree to pay all reasonable attorneys' fees, costs and expenses incurred by GFC arising from your default.
17. **No Offsets, Accelerated Payment.** You hereby agree not to exercise all existing and future claims and offsets against any Payments due hereunder, and agree to pay all amounts due hereunder regardless of any such claims or offsets. You and GFC agree that the "Accelerated Payment" is a reasonable calculation of damages, is not a penalty, and will be calculated by GFC as follows: the sum of (i) all past due and all other amounts owed by you to GFC under this Agreement; (ii) the residual value of the Equipment as determined by GFC in its reasonable discretion, if you do not timely return the Equipment to GFC; and (iii) all remaining Payments for the term of this Agreement.
18. **Data Access, Return.** The Solutions, including but not limited to cloud data storage, may contain sensitive data regarding your business, clients or employees ("Stored Data"). If you fail to pay or are otherwise in default pursuant to this Agreement, GFC may suspend or deny your access to the Stored Data. At your request, upon expiration or termination of this Agreement or expiration or termination of any Supplement or GFC Service, GFC will submit to you a cost estimate for the return of the Stored Data. You expressly acknowledge and agree that GFC has no duty or obligation of any kind to preserve, maintain or in any way prevent deletion of the

Stored Data contained in the Solutions provided or supplied to you pursuant to a particular Supplement, beyond the expiration or termination of such Supplement.

19. **Data Removal.** Upon expiration or termination of a Supplement, Equipment that is subject to such Supplement may contain Stored Data. You expressly acknowledge and agree that before you remove the Equipment from your location, ship the Equipment, GFC retrieves the Equipment, or the Equipment is removed from your premises by a third party, you will at your sole cost, permanently remove and delete all Stored Data in the Equipment, to the extent that recovery of such Stored Data is not possible. All hard drives and other data retention devices in the Equipment must function in the same manner following removal and deletion of the Stored Data. You assume liability for and agree to indemnify, defend and hold GFC harmless from and against all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to your failure to remove such Stored Data from the Equipment. To the extent you fail to remove and delete any of the Stored Data, you hereby authorize GFC to remove and delete the Stored Data, but acknowledge and agree that GFC has no obligation to do so. In the event GFC temporarily loans Equipment to you, it is subject to this Agreement.
20. **Software License.** GFC is not the owner nor licensor of any Software subject to this Agreement. To the extent described in any Supplement, GFC will provide support for and configuration of the Software but has no obligation to modify or customize the Software beyond readily configurable features. A default by the licensor of any Software pursuant to any Software license, or a default by any provider of GFC Services or by a GFC Partner, does not constitute a default by GFC and will not relieve you of your obligations hereunder. The Software is subject to this Agreement, notwithstanding any provisions to the contrary in the Uniform Commercial Code ("UCC").
21. **Non-Waiver.** No covenant or condition of this Agreement can be waived without the other party's written consent. Forbearance or indulgence by a party does not constitute a waiver of the other party's obligation to perform pursuant to this Agreement.
22. **Non-Cancellable.** This Agreement is non-cancellable by you for the full term hereof and you will make all Payments required by this Agreement, even if your right to the benefit of the Solutions, or your use or possession of the Solutions, has been terminated or otherwise affected. Payments will not abate for any reason. Notwithstanding anything herein to the contrary, if Customer is a municipality or other governmental entity, and funds are not appropriated for any portion of the term of a Supplement subject hereto, you may terminate this Agreement with respect to such Supplement at the end of the time period for which funds have been appropriated.
23. **Assignment.** You will not (a) assign, transfer, pledge or hypothecate this Agreement, the Solutions, or (b) permit the Solutions to be used by anyone other than you or your employees. GFC may assign this Agreement or a portion thereof, and the assignee will be entitled to all of the benefits of this Agreement.
24. **Privacy.** Your privacy is important to GFC. The Gordon Flesch Company, Inc. Privacy Policy, located at www.gflesch.com/terms-and-conditions, governs the manner in which GFC handles the information you provide to GFC.
25. **Notices.** Service of all notices under this Agreement will be sufficient if given personally, sent by first class mail, to the party involved at its respective address as stated herein, or at such address as such party may provide in writing from time to time. Notice will be deemed delivered and effective: (a) on the date when personally delivered; or (b) on the date when deposited in the United States mail, duly addressed with first class postage to affect such delivery. GFC may also elect to provide you with notice via email, which will be effective on the date sent by GFC. Notice to GFC must be directed to the address above to the attention of the Vice President of Leasing.
26. **Modification.** Neither this Agreement nor any Supplement, schedule, addendum or rider can be modified or amended except by written agreement signed and currently dated by you and GFC.
27. **WARRANTIES AND DISCLAIMERS. YOU WILL HAVE THE BENEFIT OF ALL MANUFACTURERS', LICENSORS' AND OTHER THIRD PARTY SERVICE PROVIDERS' PROMISES AND WARRANTIES, IF ANY, TO THE EXTENT THEY APPLY TO YOU. EXCEPT AS OTHERWISE PROVIDED HEREIN, GFC AND GFC PARTNERS MAKE NO WARRANTIES, ORAL OR WRITTEN, EXPRESS, IMPLIED, OR STATUTORY, OF ANY KIND OR NATURE WITH RESPECT TO THE SOLUTIONS, INCLUDING, WITHOUT LIMITATION, WARRANTIES AS TO THE CONDITION, QUALITY, CAPACITY, FUNCTIONALITY, WORKMANSHIP, MERCHANTABILITY, DESIGN, SECURITY, OPERATION, NON-INFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT YOUR USE THEREOF WILL BE UNINTERRUPTED OR ERROR FREE, ALL OF WHICH ARE HEREBY EXPRESSLY WAIVED BY YOU. EXCEPT AS OTHERWISE PROVIDED HEREIN BUT SUBJECT TO THE LIMITATIONS OF LIABILITY PROVIDED IN THIS AGREEMENT, GFC ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR OTHER INADEQUACIES IN THE SOLUTIONS.** GFC owns the Equipment but may assign to you all rights GFC may have with respect to any warranty relating to the Equipment or other Solutions to the extent GFC determines in its reasonable discretion that it is beneficial to do so. You authorize GFC to add to a Supplement the serial numbers of Solutions subject to this Agreement.
28. **LIMITATION OF LIABILITY. YOUR PAYMENT AMOUNTS TO GFC HEREUNDER REFLECT THE ALLOCATION OF RISK AND LIMITATION OF LIABILITY CONTAINED IN THIS AGREEMENT. IN NO EVENT WILL GFC, ITS EMPLOYEES, AGENTS, LICENSORS, OR GFC PARTNERS BE LIABLE TO YOU FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOR WILL GFC, ITS EMPLOYEES, AGENTS, LICENSORS, OR GFC PARTNERS BE LIABLE TO YOU FOR ANY DAMAGES, LIABILITY, CLAIM, LOSS, OR EXPENSE OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY THE SOLUTIONS. IN NO EVENT WILL GFC'S, ITS EMPLOYEES', AGENTS', LICENSORS', OR GFC PARTNERS' LIABILITY TO YOU, WHETHER THE CLAIM IS IN CONTRACT, TORT (INCLUDING NEGLIGENCE), BREACH OF WARRANTY, OR PURSUANT TO ANY OTHER LEGAL OR EQUITABLE THEORY, EXCEED THE PAYMENTS MADE BY YOU TO GFC PURSUANT TO THIS AGREEMENT FOR THE APPLICABLE SOLUTIONS DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRIOR TO GFC'S RECEIPT OF YOUR CLAIM. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.**

29. **Remedies.** The rights and remedies of you and GFC are limited to the terms and provisions of this Agreement. To the extent permitted by law, both you and GFC hereby waive any and all rights and remedies conferred upon a lessee by Article 2A of the UCC as set forth under applicable state law, and as amended from time to time. To the extent permitted by law, both you and GFC also hereby waive any rights now or hereafter conferred by statute or otherwise which may require GFC to sell, lease, or otherwise use any Equipment or other Solutions in mitigation of GFC's damages in the event of your default, or which may otherwise limit or modify any of GFC's rights or remedies under this Agreement.
30. **Indemnification.** Except as otherwise provided herein, while in your possession, you assume all risks and liability for the Solutions, Maintained Equipment, and the use, relocation, possession, operation, storage and condition thereof, and for injuries or death resulting to any persons and damage to any property or loss or corruption of data arising therefrom. You further agree to assume liability for, and to indemnify, defend and hold GFC harmless from and against, all claims, losses, costs, expenses, damages, penalties and liabilities arising from or pertaining to your purchase, financing, rejection, possession, use, relocation, storage, operation, condition, your service or repair of Solutions, your breach of any agreement or license or return or other disposition of the Solutions, and except as otherwise provided herein, data loss or corruption, including costs of retrieval and attempted retrieval, together with all legal fees and expenses incurred by GFC in connection with any liability asserted against it. The agreements and indemnities in this section will survive the expiration or termination of this Agreement.
31. **No Agency.** No salesperson, representative or agent of a manufacturer or supplier of the Solutions is authorized to waive or alter any term or condition of this Agreement, and no representation as to the Solutions or any other matter by the manufacturer or supplier will in any way affect your obligations in this Agreement.
32. **Assurances.** You will, at your expense, promptly execute and deliver to GFC such further documents and take such action as requested by GFC to carry out the intent and purpose of this Agreement. Your full legal name, address, state of organization and state-assigned organizational number, if any, are provided herein. You will notify GFC in writing at least thirty (30) days prior to any change to your legal name, address, state of organization, or change in your state-assigned organization number.
33. **Business Purpose.** You represent and warrant to GFC that the Solutions will be used primarily (50% or more) for business or commercial purposes. This transaction is not primarily for personal, family, household or agricultural purposes. You will use the Solutions in a careful and proper manner, only in the normal course of your business and comply with all laws, ordinances and regulations relating to it.
34. **Successors, Severability, and Survival.** This Agreement is binding upon and inure to the benefit of the heirs, administrators, successors and assigns of the parties to this Agreement. If any portion of this Agreement is deemed invalid, it does not affect the balance of the Agreement. The obligations, agreements and indemnities in this Agreement, which expressly or by implication are intended to survive, will survive the expiration or termination of this Agreement.
35. **Restricted Rights Legend.** Any Software provided to the U. S. Government, agency or instrumentality thereof or any prime contractor or subcontractor under any arrangement with the U.S. Government ("Government") is provided with Restricted Rights. Use, duplication, or disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 or subparagraphs (c)(1) and (2) of the Commercial Computer Software – Restricted Rights at 48 CFR 52.227-19, as applicable, and/or applicable Federal Acquisition Regulation protecting the commercial ownership rights of independently developed commercial software.
36. **Applicable Law, Venue, and Waiver of Jury Trial.** This Agreement is governed by and construed in accordance with the internal laws of the State of Wisconsin. You agree that notwithstanding where you or the Equipment or other Solutions are located, jurisdiction for any dispute between the parties will be in Wisconsin and will be venued in Dane County, Wisconsin. You expressly agree to submit to personal jurisdiction in Dane County, Wisconsin and waive any right to a jury trial regarding any dispute arising from this Agreement.
37. **Entire Agreement.** This Agreement and the Supplements, addendums, exhibits, schedules and any other attachments which refer to or may be attached to this Agreement, which you acknowledge you have read, constitute the entire agreement between the parties regarding the subject matter hereof, and all other agreements, representations, promises, inducements, statements and understandings, prior to and contemporaneous with this Agreement, written or oral, are superseded by this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. A facsimile, scanned/e-mailed or otherwise reproduced signature on this Agreement, or an execution of this Agreement using an electronic mark or other e-signature technology or service, is a legally binding signature. This Agreement may be executed in counterparts, which collectively is deemed one Agreement. Time is of the essence regarding this Agreement and its provisions.

AGREED to by the parties as of the date executed by GFC.

GORDON FLESCH COMPANY, INC.

CUSTOMER: De Pere Police Department

The undersigned affirms that he/she is duly authorized to execute and deliver this Agreement on behalf of Customer.

By: _____

PLEASE SIGN HERE

Authorized Signature

Name/Title: _____

Name/Title: _____

Date: _____

Date: _____

Email: _____

BUSINESS INFORMATION:				Date Written	Sales Rep	
Legal Business Name De Pere Police Department				DBA	Phone (920) 339-4084	
Address 325 S Broadway				City De Pere	State WI	Zip 54115
Parent Company				City	State	Zip
Contact Person Kerry Krueger				Title	Phone	Email kkrueger@deperewi.gov
Type of ☐ Corporation ☐ Limited Liability ☐ Proprietor ☐ Partnership	State of Organization	DUNS Number	Federal Tax ID	Nature of Business		Date Established under Current Ownership
Current Year Sales		Current Year Net Income		Previous Year Sales		Previous Year Net Income

OWNERSHIP & BANKING INFORMATION:

President			Vice President		
Treasurer			Secretary		
For proprietorships, partnerships, and corporations, please show name, residence address, and social security number of principles or officers.					
First	MI.	Last	Residence Address		Social Security Number
1.					
2.					
Bank Reference (Exact Branch) List All Banks Used in the Last 5 Years			Account Number	Type of Account	Bank Contact Phone Number
1.					
2.					

THIS APPLICATION DOES NOT OBLIGATE GFC TO ENTER INTO ANY LEASE, RENTAL OR PURCHASE AGREEMENT.

By signing this application the Applicant and the undersigned affirm that you are authorized to sign this application for the Applicant, and you certify that this Provision constitutes an authorized and express, written instruction to Gordon Flesch Company, Inc. ("GFC"), its designee (and any assignee or potential assignee thereof) authorizing review of the personal credit profile of the Applicant's profile as well as the personal profile of the undersigned, from a national credit bureau or public information database. This express authorization shall extend to obtaining a credit profile in considering the application of the Applicant and subsequently for the purposes of update, renewal or extension of any lease agreement, and for reviewing or collecting the resulting account. Furthermore, you the Applicant and the undersigned certify that this application is for the extension of commercial credit only, and any equipment subsequently leased, rented, or purchased will be used exclusively for commercial purposes and not for personal, family or household purposes. You acknowledge and understand that the information being gathered by GFC pursuant to this application is to be used by GFC for the purpose of: (1) determining the Applicant's eligibility, as determined by GFC in its sole discretion, to lease certain business equipment from GFC, (2) future review of the account for the purpose stated above, and (3) comply with Federal laws and regulations. The Applicant and undersigned hereby waive and release any and all claims and causes of action of every kind and nature that Applicant or its principals or personal guarantors may have against GFC, its employees, agents, officers and shareholders arising, either directly or indirectly, from GFC's investigation, and agree to indemnify GFC from any suit or claims arising from such investigation, including costs and reasonable attorney fees. A PDF or facsimile copy of this authorization shall be valid as the original. **I FURTHER CERTIFY that I have not withheld ANY information on our financial condition that would have a material effect on our ability to perform and comply with the terms and conditions of any GFC lease, rental, or purchase agreements.**

ECOA Statement: The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status, age (provided the applicant has the capacity to enter into a binding contract), because all of or part of the applicants income is derived from any public assistance program, or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The Federal Agency that administers compliance with this law is the Federal Trade Commission, ECOA Compliance, Washington D.C. 20281.

FACSIMILE SIGNATURES/COUNTERPART SIGNATURES: GFC and You agree that a facsimile, scanned, and/or e-mailed or otherwise reproduced signature on this application shall be a binding signature and carry the same legal force as an original signature. This application may be executed in counterparts, which collectively shall be deemed one application.

X _____
Co-Applicants Signature

PLEASE SIGN HERE

Applicants Signature

Print Name

Date

Print Name

Date

GFC Leasing imageCARE Master Agreement Acceptance Supplement

6.c

Master Agreement #: _____ Supplement #: _____ Term: 60 Commencement Date: _____

This GFC Leasing imageCARE Master Agreement Acceptance Supplement ("Supplement") is executed and delivered by the Gordon Flesch Company Inc., d/b/a GFC Leasing ("GFC") and De Pere Police Department ("Customer" or "you"), pursuant to the Gordon Flesch Company, Inc.

Master Agreement (the "Agreement") between you and GFC, the defined terms therein being used herein with their defined meanings. This Supplement is effective on the date executed by GFC. GFC will provide you with a fully executed copy of this Supplement following the Commencement Date.

First Payment Due Date: _____	Payment and Meter Read Frequency: ☒ Monthly ☐ Quarterly ☐ Other	Security Deposit: \$ <u>0.00</u>
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Payment**: \$ <u>198.74</u>	**Plus fees, taxes and image charges, if applicable.	Federal ID# _____
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Comments: _____

GFC Leasing Solutions (please check all applicable)			
☒ Equipment ☒ Maintenance* *Includes toner. Excludes fax cartridges, paper, staples, wide format print heads, ink tanks, maintenance cartridges, colortrac paper hold down guide, and scan glass.	☐ Customer Equipment ☐ Software	Equipment, If Applicable: ☒ New ☐ Certified Pre-owned ☐ Other	End of Supplement Option: ☐ Fair Market Value ☒ \$1.00 Buyout ☐ HaaS (No Purchase)
			Tax Exempt ☐ No ☒ Yes (If yes, please attach your tax exemption certificate)
Install DCA ☐ Yes ☒ No IT Contact Name: _____ Phone: _____ Email: _____ Meter Contact: Name: <u>Kerry Krueger</u> Phone: <u>(920) 339-4084</u> Email: <u>kkrueger@deperewi.gov</u> A/P Contact Name: _____ Phone: _____ Email: _____			

Automated Clearing House ("ACH") Authorization: By providing the below information, Customer hereby authorizes GFC to automatically withdraw from Customer's bank account described below, the full amount due for charges accruing in each billing period when due. Such charges may vary for each billing period based on Customer's actual images used and by any applicable sales/use taxes, property taxes and fees. This authorization will continue until this Agreement expires unless revoked in writing. **Voided check must accompany this form.**

ACH ☐ Yes ☒ No	I: _____	I: _____
If yes, enter bank information in boxes above right	Bank Routing Code	Bank account number

1. Payments and Term. GFC will deliver, install and implement the Solutions in accordance with this Supplement (the "Commencement Date"). Thereafter GFC will provide you with an invoice, the date of which will be the first day of the Term of this Supplement (the "First Payment Due Date"). The Term for this Supplement is stated above and is non-cancellable by you. Except to the extent Equipment and Software is subject to the \$1.00 Buyout End of Supplement Option ("Dollar Buyout Option"), the initial Term will be extended automatically, without notice, for successive month to month terms beyond the initial Term unless you provide GFC written notice that you do not want to extend, at least one calendar month before the end of the initial Term or any extension. You will make the first Payment on or before the date indicated herein, or in any event not later than the due date of the first invoice issued by GFC pursuant to this Supplement. Subsequent Payments will be due and payable in advance, on the same day of each month thereafter, unless otherwise provided herein or as invoiced by GFC, until the total number of Payments under this Supplement have been made, including any and all charges per image, at the applicable fee per image for each black & white or color image. Annually, GFC may increase the base payment, the fee per image for each image type and the Charge per Image for Overage. You also agree to pay prorated amounts for any partial monthly billing period, such as the number of days from the Commencement Date to the First Payment Due Date.

2. Equipment Lease.

A. Fair Market Value Lease. GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the Fair Market Value End of Supplement Option for Equipment referenced herein, the lease Term for that Equipment will be extended automatically, without notice, for successive month-to-month terms beyond the initial Term, and you will pay to GFC one monthly Payment for each monthly billing period, or portion thereof, for each month that you do not either purchase the Equipment or return the Equipment to the location designated by GFC. If you do not pay monthly Payments or purchase the Equipment from GFC upon expiration or termination of this Supplement, you will immediately terminate the use of the Equipment and Software and return the Equipment and Software to GFC at your expense and at such place as GFC may designate, and in the same condition as when received, reasonable wear and tear excepted. You will also relinquish to GFC all Software subject to this Supplement and you will not retain any copies of such Software. If the Fair Market Value End of Supplement Option is selected for this Supplement, such Equipment is and will remain GFC's sole property subject to your option, if selected, to purchase the Equipment at Fair Market Value as reasonably determined by GFC.

B. Dollar Buyout Lease. GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the Dollar Buyout Option for Equipment and Software described in this Supplement, and you are not otherwise in default under the Agreement, you will, upon the expiration of this Supplement, purchase such Equipment for one dollar (\$1.00) and will thereby take title to that Equipment. In consideration for GFC permitting you to choose the Dollar Buyout Option for particular Equipment, and in the event this

Agreement is deemed a conditional sales contract with respect to such Equipment, you hereby grant to GFC a security interest in such Equipment effective as of the date of this Supplement to secure Payments due. If any Equipment is subject to the Dollar Buyout Option, you will report the Equipment for purposes of personal property taxes.

C. HaaS Option. GFC hereby leases to you the Equipment and Software described in this Supplement. If you elect the HaaS (No Purchase) End of Supplement Option for Equipment referenced herein, the lease Term for that Equipment will be extended automatically, without notice, for successive month-to-month terms beyond the initial Term, and you will pay to GFC one monthly Payment for each monthly billing period, or portion thereof, for each month that you do not return the Equipment to the location designated by GFC. If you do not pay monthly Payments upon expiration or termination of this Supplement, you will immediately terminate the use of the Equipment and Software and return the Equipment and Software to GFC at your expense and at such place as GFC may designate, and in the same condition as when received, reasonable wear and tear accepted. You will also relinquish to GFC all Software subject to this Supplement and you will not retain any copies of such Software. If the No Purchase End of Supplement Option is selected for this Supplement, such Equipment is and will remain GFC's sole property.

3. Maintenance. If you select maintenance, support and repair services for Equipment, or for equipment not supplied by GFC ("Customer Equipment"), GFC will provide maintenance, service, support and repairs ("Maintenance") for such Equipment and Customer Equipment ("Maintained Equipment") located within a GFC service area, and covered by this Agreement, as reasonably necessary, in GFC's sole discretion, to keep the Maintained Equipment in good working condition during the Term of this Supplement. GFC will not be responsible for damage that occurs or Maintenance required due to your failure to provide a clean and proper operating environment, including temperature and humidity, failure to operate the Maintained Equipment in accordance with manufacturer's recommendations, or neglect, abuse, misuse, intentional acts or negligence by you or anyone other than GFC with respect to the Maintained Equipment. Except as otherwise provided in a particular Supplement, all regular Maintenance will be performed during GFC's normal business hours. GFC reserves the right to add an additional charge from time to time for the purpose of offsetting increased fuel-related costs.

4. Maintenance Exclusions. Maintenance provided pursuant to this Supplement does not cover Maintenance or parts required by causes other than normal use of the Maintained Equipment, including but not limited to, acts of God, acts of civil or military authority, government requirements, war, riots, fires, explosions, earthquakes, weather conditions, floods, installation or malfunction of unauthorized software, parts, attachments or devices, service performed by someone other than GFC, or failure of electrical power or air conditioning. GFC will not be responsible for failure to render Maintenance due to acts of God, acts of civil or military authority, embargoes, epidemics, government requirements, war, riots, fires, explosions, earthquakes, weather conditions, floods, strikes or other labor disputes, or unavailability of materials and/or components and other causes beyond GFC's control. If you are in default pursuant to this Agreement, GFC may refuse to provide Maintenance for the Maintained Equipment.

5. Additional Maintenance. At your request, GFC will provide additional Maintenance on a unit of Maintained Equipment at GFC's then prevailing rate for Maintenance not covered by a GFC agreement. When in the opinion of GFC, a shop reconditioning is necessary for any of the Maintained Equipment because normal service, repair and parts replacement cannot keep a unit of Maintained Equipment in satisfactory operating condition, GFC will submit to you a cost estimate of needed repairs, which cost will be in addition to the charges provided for herein. If you do not authorize and pay for such work GFC may refuse to provide Maintenance therefore. If the Maintained Equipment is not made available for Maintenance at the location indicated on this Supplement at the time GFC's representative calls to perform Maintenance, thereafter, the Maintenance will be performed only upon your request. There will be no refund if in any such case you fail to request Maintenance. Parts to be furnished will be on an exchange basis and will be new parts or parts warranted to perform as new when installed in the Maintained Equipment. Maintenance will not include electrical work external to the Maintained Equipment or any third party software or programming unless specifically provided herein. Any obligation of GFC to provide replacement parts is conditioned upon the availability of the parts from the original equipment manufacturer. In the unlikely event replacement parts are no longer readily available from the original manufacturer for a particular piece of Maintained Equipment, GFC will be released from its obligation for Maintenance for such said Maintained Equipment. GFC may terminate the Maintenance component of this Supplement at any time by giving you thirty (30) days prior written notice.

6. Consumable Supply Variances. Standards for your toner usage will be based on published vendor yields. Staples, fax cartridges and paper are excluded unless expressly stated in this Supplement. You will pay for all shipping and handling costs associated with such supplies. Any toner cartridges provided by GFC for the Maintained Equipment may be new, remanufactured or reprocessed and you will pay for all associated shipping and handling costs. You will provide to GFC an inventory of supplies in your possession upon GFC's request. If you fail to return to GFC any unused supplies upon expiration or termination of this Supplement, GFC reserves the right to invoice you and you will pay GFC for such unused supplies at GFC's then current rates. If your use of supplies exceeds the published yields for a particular piece of the Maintained Equipment by more than ten percent (10%), you agree to pay when invoiced, additional charges at GFC's then current rates for such excess usage. Toner prices are subject to change.

7. Meter Readings. At GFC's option, you will provide actual meter readings upon GFC's request, by; (a) automatic meter reading device attached to the Equipment, or (b) any other method which GFC requests. GFC may estimate the number of images produced by you in any particular billing period if you do not provide GFC with meter readings within seven (7) days of GFC's request. GFC may audit any automatic meter reading device from time to time.

8. Loss and Damage. Because it is in your possession and/or control, you bear the entire risk of loss, theft or damage to the Equipment and no such loss relieves you of your Payment obligations pursuant to this Agreement. If GFC determines that any Equipment is lost, stolen or damaged beyond repair ("Lost Equipment"), you will, upon demand, pay GFC the Accelerated Payment applicable to the Lost Equipment.

9. Title. Except as otherwise provided, GFC holds title to the Equipment, except any Software, and you will have no claim of ownership thereto. However, if you are not in default pursuant to the Agreement, you will be entitled to possession of the Equipment during the Term of this Supplement. You will keep the Equipment free from all liens and encumbrances. You will maintain any markings on the Equipment indicating that it is the property of GFC. You will not make any alterations, additions or improvements of any kind to the Equipment without prior written consent of GFC. However, if so authorized, any such alterations, additions, or improvements will become property of GFC.

10. Software and Support. GFC will provide support for and configuration of Software as provided in this Supplement. References and links to End User Agreements applicable to the Software subject to this Supplement are set forth in or attached to this Supplement.

11. End User Agreements. You acknowledge and agree that GFC is a reseller of certain Software, cloud-based data storage and other Solutions that are provided by GFC Partners, and that GFC and the GFC Partners require as a pre-condition to use of their Software, cloud-based data storage and other Solutions, that you agree to one or more End User Agreements, which are available for your review under the heading "Customer Agreements with GFC Partners" at www.gflesch.com/terms-and-conditions. You hereby agree to such End User Agreements and will not in any way breach or be in default under the terms and conditions of the End User Agreements. A breach by you of any term or condition of any such End User Agreements will be an event of default pursuant to this Agreement. Notwithstanding anything in the End User Agreements to the contrary, the Agreement between you and GFC is non-cancellable by you for the full Term hereof.

12. Location of Equipment. You agree to provide GFC with thirty (30) days advance written notice before moving Equipment from the location where GFC installed it. GFC, or a person or entity selected by GFC, will assist with any such move at your cost. Upon reasonable notice, GFC will have the right to enter your premises during business hours to inspect the Equipment from time to time.

13. Personal Property. You will promptly notify GFC of any notice of any attachments or other judicial process affecting the Equipment. The Equipment is, and will remain, personal property even if the Equipment becomes affixed to or attached to real property or any building.

14. Insurance. During the Term of this Agreement, you will keep the Equipment insured, at your expense, against all risks of loss or damage for the full replacement value thereof and will carry public liability insurance covering the Equipment. Said insurance must be in form and amount and with companies having an A.M. Best rating of "A" or better, and must name GFC as loss payee and as an additional insured, respectively. You must deliver proof of such coverage to GFC within thirty (30) days of the date of this Agreement. You will pay GFC all deductible amounts upon the occurrence of a loss. You must obtain endorsements that will give GFC thirty (30) days written notice before said insurance is altered or cancelled and that said insurance to GFC will not be invalidated by any act or omission by you. The proceeds of such insurance will be used as determined by GFC in its sole discretion. You appoint GFC as your attorney-in-fact in connection with any such insurance proceeds. If you fail to provide proof of insurance as required, GFC may acquire such insurance. The cost thereof, plus administrative fees will become due and payable with your next Payment. Any duplication of such payments is your responsibility.

15. Other Documents. If a transaction subject to this Supplement is construed as a secured transaction or a conditional sale, this Agreement is deemed to be the security agreement or conditional sale contract, and GFC will be the secured party and you the debtor. You consent to GFC filing financing statements showing GFC's interest in the Equipment. You and GFC agree that this transaction is not subject to either Article 2 or Article 9 of the UCC.

16. Addendums and Signatures. All provisions of the GFC Leasing imageCARE Master Agreement Acceptance Supplement Schedule of Equipment/Accessories, Software, and Maintenance attached hereto, and any other schedules, addendums or riders which reference this Supplement or attached hereto, which you acknowledge you have read, are hereby incorporated by reference into this Supplement to the same extent as if fully set forth herein. This Supplement may be executed in counterparts, which collectively will be deemed one Supplement.

AGREED to by the parties hereto effective as of the date executed by GFC.

GORDON FLESCH COMPANY, INC.,
d/b/a GFC LEASING

CUSTOMER

De Pere Police Department

The undersigned affirms that he/she is duly authorized to execute and deliver this Acceptance Supplement on behalf of Customer.

PLEASE SIGN HERE

By: _____	Authorized Signature	_____	Authorized Signature
Name/Title: _____	Print Name	Name/Title: _____	Print Name
Date: _____		Date: _____	
		Email: _____	



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: February 8, 2022

DEPARTMENT: Police

FROM: Jeremy Muraski

SUBJECT: Consideration and Possible Action to Accept \$835 Donation from De Pere Walmart to the Police Department. *

This \$835 donation in the form of 4 flat screen monitors would go to support the De Pere Police Department situational awareness initiative. Monitors will be mounted in the PD for posting the current calls for service from the Computer Aided Dispatch system, officer status, and officer locations on monitors in various places around the PD giving staff the ability to maintain situational awareness even while in the PD building. The monitors could also potentially be used to publish crime maps or other crime and suspect information of note.



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: February 8, 2022

DEPARTMENT: Information Technology

FROM: Justine Braun

SUBJECT: Consideration and Possible Action on a \$250 Sponsorship from the Kress Inn and Bemis Conference Center in support of De Pere TV.*

Staff is requesting approval to accept a \$250 sponsorship from the Kress Inn & Bemis Conference Center in support of De Pere TV. The organization will be recognized as a supporter on TV and online for one year and acknowledged with a letter of thanks. The sponsorship will be used to support ongoing De Pere TV operations. This is the organization's seventh year sponsoring De Pere TV.



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: February 8, 2022

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Consideration and Possible Action on St. Norbert College Strategic Research Institute Community Survey Proposal*

ATTACHMENTS:

- Community Survey Memo for Personnel and Finance 2-8-22 (PDF)
- CITY OF DEPERE COMMUNITY SURVEY PROPOSAL 2021 (PDF)

CITY OF DE PERE MEMO



To: Personnel and Finance Committee

From: Lawrence M. Delo, City Administrator

Date: February 8, 2022

RE: Community Survey

The City Council approved \$14,000 in the 2022 Adopted Budget to have a community survey completed. The City has solicited and received the attached proposal from St Norbert College Strategic Research Institute to complete the survey for the City for \$12,500. A copy of their proposal for services is attached. If the agreement is approved, the Administration will work with the staff of the Strategic Research Institute to develop the survey questions for consideration and approval by the City Council.

The City has previously utilized the services of St. Norbert College to conduct community surveys for the City in 2004, 2008, 2011 and 2014. The Administration is recommending the Personnel and Finance Committee recommend the City Council approve the agreement between the City of De Pere and St. Norbert College Strategic Research Institute to conduct a community survey on behalf of the City of De Pere in 2022.



City of De Pere Community Survey Proposal 2021

Includes

- Quality of Life
- Evaluating City Services
- Fees and Taxes
- Information Dissemination
- Economic Enhancements

Prepared by:



Research Objective

The Primary Research Objective is to develop and conduct a survey that will gauge community sentiment on such issues as:

- Quality of Life
- Evaluating city services
- Fees and taxes
- Information dissemination
- Economic enhancement of downtown De Pere
- Demographic characteristics

Online Research Strategy

The St. Norbert College Strategic Research Institute (SRI) will field an online survey using a large-scale canvass sample of the residents of the City of De Pere. The interview length will be approximately ten minutes. The questionnaire will be designed to collect information sufficient to meeting the research objectives identified above as well as demographic information such as age, gender, location, length of residence, etc.

The completed sample will be garnered using a postcard outreach at the household level, a water bill insert, and social media as well as traditional media outreaches.

A total of 400 completed surveys is the minimum completion goal which will provide a margin of error of +/-5% at the 95% confidence level. However, we hope to exceed this using these methods.

Questionnaire creation, sampling, staffing, and all other duties associated with fielding an online based survey will be performed by the SRI.

The SRI online survey strategy utilizes four separate outreaches to households in the City of De Pere:

Mailing 1: A notification postcard from the St. Norbert College Strategic Research Institute.

Mailing 2: A notification announcement from the City of De Pere, Mayor, City Administrator, etc. to be included with water bill mailings.

Notification 3: Social media notifications using City sites.

Notification 4: Traditional media notification, newspaper, tv, etc.

If the goal of 400 completed interviews has not been reached, then we may implement additional outreach strategies

Questionnaire Design

The questionnaire will be developed in close collaboration with the City of De Pere. The questionnaire from the previous De Pere community survey will provide a starting point for the design of the 2021 questionnaire. It will be important to retain some of the exact questions in this study to allow for longitudinal tracking of the data.

The questionnaire content will be driven by the information needs of the City of De Pere. The SRI will control the final question wording, location of the questions in the questionnaire and any other methodological decisions to ensure that the research will meet the methodological standards of the research industry. The SRI will establish overall coding procedures for any open-ended questions that might be included. The questionnaire will be a professionally designed online questionnaire.

All research conducted by the SRI will conform to the Code of Ethics of the American Association for Public Opinion Research (AAPOR) and the mission statement of St. Norbert College. All staff and employees must sign a confidentiality pledge before working on any SRI project.

Estimated Timeline	<u>Activity</u>	<u>Completed By</u>
	Contract Awarded	TBD
	Questionnaire Development	2 weeks
	Data Collection	4 - 6 weeks
	Analysis & Interpretation	2 weeks
	Final Report	2 weeks

Deliverables The final deliverable will be a PowerPoint Deck interpretive summary report in PDF format.

**Research Team
Qualifications**

***Dr. Jamie Lynch, Ph.D., Executive Director and
Associate Professor of Sociology***

Dr. Lynch arrived as the Executive Director of the SRI in January 2016. He is an Associate Professor of Sociology at St. Norbert College. He received his B.S. degree from Western Washington University and his Ph.D. from The Ohio State University. He is an expert in the areas of medical sociology, data visualization, and quantitative methodology. He has worked with state governments and healthcare agencies to produce policy recommendation and action steps.

Mr. Craig Stencel, M.S., Director of Operations

Mr. Stencel received his B.S. degree from St. Norbert College and his M.S. degree from Michigan Technological University. He has almost 20 years of extensive experience with historical documentation, census records, and public opinion field research methods, as well as health, education, community, and corporate studies.

Ms. Keri Pietsch, B.A., Research Coordinator

Ms. Pietsch received her Bachelor of Arts degree in Psychology from St. Norbert College. She has ample experience with conducting research, analyzing data, and

reporting results. She is an expert in processing and understanding outcomes and evaluations, and has experience in health, market, satisfaction, and public opinion research studies.

References

Mari Kriescher, Behavioral Health Manager
Oneida Nation
P.O. Box 365
Oneida, WI 54155

Dave Wegge, President
Envision Greater Green Bay
920-217-7738

Dennis Buehler, President
Greater Green Bay Community Foundation
920-432-5577

Sample Client List

Oneida Tribe – Tribal Community and Health Departments
Greater Green Bay Community Foundation
Green Bay Area Chamber of Commerce
City of De Pere
Denmark Community School District
Howard-Suamico School District
Green Bay School District
DOT – City of La Crosse – in partnership with SHE
City of Janesville
Waunakee School District
L.I.F.E Studies (Brown County, Fox Cities, Oshkosh)

Contract Terms

The SRI generally requires 50% payment at the start of the project, 25% once the final questionnaire is agreed upon and 25% at the completion of the project. These terms can be altered to meet the needs of the client.

Investment

**Total Online Strategy Investment
with community mailing = \$ 12,500**

For Further Information Contact

Jamie Lynch, Ph.D., Executive Director
Strategic Research Institute
St. Norbert College
100 Grant Street
De Pere, WI 54115
920-403-3088 Office
jamie.lynch@snc.edu



ST. NORBERT COLLEGE

Strategic
Research
Institute

100 Grant St., De Pere, WI 54115
1.877.214.7183 (toll-free)



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: February 8, 2022

DEPARTMENT: City Attorney

FROM: Kristen Johnson

SUBJECT: Consideration and Possible Action on Quote from nCourt for Municipal Court Payment Processing Services.*

ATTACHMENTS:

- Memo and Attachments (PDF)

DePere Municipal Court
Honorable Judge David Matyas
335 S Broadway St.
DePere, WI. 54115

DATE: February 8, 2022
TO: F/P Committee
FROM: Judge David Matyas/Sarah Huettl
RE: nCourt Payment Processing

nCourt is an online payment processing service for accessing citation information (citation number and amount due) and accepting payments online. This service provides options to process payments electronically. There is a Pay Plan option where payments can be made by automatic withdrawal every month and an email reminder is sent out.

I have included a sheet with additional features available with this service.

Payments will be accepted by Credit Card, Debit Card, eCheck, Venmo, Apple Pay, Paypal and ACH.

nCourt has been in business since 2002, works with 33 state and local governments, and is the payment processing provider for multiple Wisconsin municipalities for collecting utility and property tax payments. I selected this service because I feel it will best serve the public having this information available online where they can access it at any time and it provides more options for payment. My experience is people are looking for more payment options and having this available will likely result in the City collecting more money.

TiPSS is the software program De Pere Municipal Court uses to process citations uploaded from the Police Department. This is how we keep track of payments, warrants, and what happened with the case in Court. The current company we use for payment is AllPaid. TiPSS has partnered with nCourt which allows for a more integrated payment system with our current software.

nCourt is charging a one-time license and service fee of \$1,250.00 and an annual system support fee of \$315.00. The total cost for 2022 will be \$1,565.00 and the total cost in subsequent years will be \$315.00. This will come out of the Municipal Court budget.



4624 South Biltmore Lane • Madison, WI 53718
Phone: 608.244.1500 • Fax: 608.244.1504
www.tipssl.com

December 7, 2021

Sarah Huettl
DePere Municipal Court
335 S Broadway
DePere, WI 54115

re: *TiPSSWebPayment*, Quote # 2021-089

Dear Sarah Huettl:

Please see the attached proposal for implementing the *TiPSSWebPayment* web service. The software is the result of an agreement between TiPSS and either nCourt or Point & Pay payment processing service.

In addition, you will need to contact your hardware/network/web page provider to arrange for these additional services:

- An SSL certificate to encrypt the data. The SSL certificate is estimated to cost approximately \$100 and must be renewed annually.
- On site network and installation assistance (estimated at 2 hours).
- Web page modifications to launch the payment processing service website from the Municipality's local web page. Contact your web developer for an estimate.

If you decide to accept this proposal, **please sign and date below and return a copy to our office**, via mail at the address above, or via fax at 608/244-1504. If we can answer any questions or provide any clarifications, please do not hesitate to call us at 608/244-1500.

Sincerely,

Xong Yang, Member
Titan Public Safety Solutions, LLC



Signature Page

Please check the item or items listed below to indicate acceptance of all or parts of this proposal. Then sign and return this single page to TiPSS. If there are any questions regarding this proposal, feel free to contact us at 608/244-1500 (or toll-free at 877/241-3877).

The following item(s) of this proposal is/are accepted:

_____ 2021 - 089 *TiPSSWebPayment* Web Service

Payment for the license and service portion of the proposal(s) will be paid as indicated below:

_____ Full payment of License & Service charges upon installation.

Acknowledgement by the Customer:

DePere Municipal Court

Signature: _____

Name: (please print): _____

Date: _____

Notes and Requirements

License & Service Fees

License & Service Fees include **remote** installation of the software on the customer network. The customer is responsible for providing skilled hardware/network expertise to install the software with remote assistance from TiPSS Customer Support. Network support is required to purchase and install the SSL Certificate as well as other network related tasks. The proposal(s) includes installing the TiPSS software only and does not include hardware, hardware installation, cabling, network support, or network installation.

Third Party Software

Third party software products, required to generate documents, prepare for conversion, and provide remote support and training, are **not** included. Contact your hardware/software vendor to purchase and install the following required third party products:

Minimum Software/Hardware Requirements (subject to change)

- **Workstation Requirements (Minimum)**

<i>Windows version</i>	Windows 10®
<i>Processor speed</i>	1 GHz Processor
<i>Operating System</i>	64 bit processor
<i>Memory</i>	2 GB RAM required/4 GB RAM recommended
<i>Disk space</i>	30 GB hard drive
<i>.NET version</i>	4.0
<i>Other</i>	Touch Screen Monitor (optional for <i>TiPSSCashRegister</i>)

- **Server Recommendations**

Server configurations may vary; minimum requirements are for a dedicated server for the WIJIS interface only. Agencies sharing workloads with other software or operating in a virtual environment should judge CPU size accordingly.

<i>Windows version</i>	Windows 2014® or newer version
<i>Processor speed</i>	Pentium 4, 3.0 Ghz CPU or better
<i>Operating System</i>	64 bit processor
<i>Memory</i>	8 GB RAM
<i>Disk space</i>	80 GB hard drive
<i>.NET version</i>	4.6.1
<i>IIS version</i>	7 or higher (<i>TiPSSWebServices</i> only)
<i>Other</i>	A reliable backup system

- **Network Requirements if applicable**

- Current Internet Browser
- High Speed Internet Connection
- Static or unchanging public IP address

- **Third Party Software Requirements**

- MSWord 2013® or newer version (each workstation)
- MSEXcel 2013® or newer version (1 workstation)
- MS SQL Express 2014® or newer version (recommended for less than 4 Workstations)
- MS SQL Server 2014® or newer version (for 4+ Workstations or multi-jurisdictional courts)

- MS SQL Server Management Studio must either be installed on at least 1 workstation or access to the MS SQL Server granted
- Current SSL certificate (*TiPSSWebServices* only)
- TeamViewer 10® or GoToAssist® for remote support (no charge)

PRODUCT SUMMARIES

TiPSSWebPayment

TiPSSWebPayment is an interface between TiPSS products and either nCourt or Point & Pay payment processing service. The online payment service is designed to query for unpaid Citations and Tickets, process payments electronically, and return payment and demographic information. It is intended to fully integrate *TiPSSCourts* and/or *TiPSSParking* products with credit card, debit, and eCheck payment processing. Full integration provides batch processing of online transactions.

DePere Municipal Court

Proposal Number: 2021 - 089

Proposal Summary Sheet

Proposal Date: December 7, 2021

Proposal Expiration: April 30, 2022

Product/Service	License Type	Description	Number of Licenses		License & Service Fees	Annual System Support (2022)	Proposal Totals
			Full-Access	View-Only			
TiPSSWebPayment	Server	Online Payment Interface between municipality and nCourt.	n/a		\$1,250	\$315	\$1,565
		Installation/Setup (Remote) Training (Remote)					
PROPOSAL TOTAL					\$1,250	\$315	\$1,565

The pricing detail presented above is confidential information between the CUSTOMER and TiPSS; not for public use or disclosure.

TiPSS and nCourt Payment Processing Partnership

Frequently Asked Questions

Q. What is *TiPSSWebPayment*?

A. *TiPSSWebPayment* is an interface between the *TiPSSCourts* and *TiPSSParking* products and a payment processing service for accepting payments online. It is designed to query for unpaid Citations and Parking Tickets, make payments online, and process the payments without having to re-enter each payment into TiPSS individually. *TiPSSWebPayment* has been a fulling functioning interface since 2016, taking in tens of thousands of payments for municipalities across Wisconsin.

Q. How much will the *TiPSSWebPayment* interface to nCourt cost?

A. There are three potential costs.

TiPSS costs

There is a license and support fee for the *TiPSSWebPayment* interface. If interested, please contact Susan for a proposal.

nCourt cost

You will need to contact the nCourt Sales Representative for this information. We would be happy to provide a referral for you.

Network/IT costs

Expect some Network/IT service fees. Your Network provider is responsible for security, configuring the network firewall, and providing TiPSS access to the server to install the TiPSS programs. We will provide network requirements. You will need to contact your network/IT person for their costs.

Q. What if I want to use nCourt but not *TiPSSWebPayment*?

A. Payments can be receipted at the window and online without the interface to *TiPSSCourts* and/or *TiPSSParking* for looking up Citations or Tickets. nCourt specializes in processing payments for all types of Government Departments including Municipal Court Citations, Parking Tickets, Municipal Utilities, and Property Taxes.

Q. Does the *TiPSSWebPayment* interface work with other payment processors?

A. The *TiPSSWebPayment* interface can support both nCourt and Point & Pay. It is totally your choice which payment processor you chose for the interface. We are excited about some of the new payment options provided by nCourt and think you might be too. Contact Susan if you would like more information or a referral to a Sales Representative.

ANNOUNCEMENT TiPSS Partners with nCourts

Titan Public Safety Solutions, LLC is pleased to announce selection of **nCourt**, as a new partner for electronic payment processing. The partnership lets us expand the services we provide our Customers by diversifying and offering our Customers more options for electronic payment processing.

TiPSSWebPayment interface

TiPSSWebPayment is an interface between TiPSS products and the payment processing service. The online payment service is designed to query unpaid Citations and Tickets and provide options for users to process payments electronically. It is intended to fully interface with *TiPSSCourts* and/or *TiPSSParking* products for payment processing. The interface also provides batch processing of online transactions.

With this new partnership we are now able to interface with two payment processing services; nCourt and Point & Pay. Below is a chart to make it easy for you to weigh the benefits of each vendor and select the company that best suits your municipality. Please note that some features are only available to customers who have opted to purchase the *TiPSSWebPayment* interface.



- Available with the *TiPSSWebPayment* interface



- Available without the *TiPSSWebPayment* interface

Feature	nCourt	point&pay
Accepts Credit Card, Debit Card and eCheck in Person and Online.		
Accepts Venmo, PayPal, ACH and other electronic forms of currency on Online.		
Accepts Cash at Walgreens, CSV, 7-Eleven and other popular retail locations.		
Creates Agency customized website for online payments.		
Provides Agency card readers with swipers at no cost.		
Provides Agency card readers with swipers, chip readers and tap to pay at no cost.		
Provides Defendant text or email notification when their Citation/Ticket is available for payment after the Defendant has unsuccessful search.		
Provides Agency a dedicated TiPSS Client Success Manager.		
Supports Defendants with the ability to schedule periodic payments aligned to court ordered Payment Plans.		
Supports Defendants with 'Online Chat' to answer common questions for making payments.		
Supports instructing the Payer to call the Municipality if the Citation/Ticket is not found. No more trying to resolve payments not intended for your Agency.		
Returns Payer information associated with the payment.		
Returns Defendant/Owner name, address, telephone, and email information to the Agency for future collection efforts.		
Supports Agency defined "end of day" cut off time for clearer reconciliation.		
Enables payments from Payment Processor to be automatically passed back to <i>TiPSSCourts</i> or <i>TiPSSParking</i> to be applied in seconds.		



Payments Made Easy

PAYMENT PROCESSING SERVICES STATEMENT OF WORK

between

nCourt

("Provider")

having its principal place of business at:

3025 Windward Plaza Ste 200

Alpharetta, Georgia 30005

and

De Pere Municipal Court

("Merchant")

having its principal address at:

335 South Broadway

De Pere, WI 54115

THIS PAYMENT PROCESSING SERVICE STATEMENT OF WORK (this "SOW") is made and entered into as of the ____ day of December 2021 ("Effective Date") by and between nCourt ("Provider") and De Pere Municipal Court ("Merchant"). Merchant and Provider may each be referred to individually as a "Party" and together as the "Parties."

The Terms and Conditions located at https://govcontract.wpengine.com/payment_processing/ are incorporated by reference.

TERM

This SOW will commence upon the Effective Date and continue for three (3) years, at which point in time the SOW will automatically renew for successive one (1) year periods unless either party, at least sixty (60) days prior to the expiration of the then applicable term, provides the other with written notice of its desire to terminate this SOW.

STRATEGY

After the contracting process has ended, Provider will build and the maintain payment channel(s), as defined below, to allow Merchant to securely accept, validate, and track payment data from its Customers. Where Web E-Payment System is in scope, an initial test site will be built to load all data received from Merchant and Titan Public Safety Solutions. On this test site, Provider will build logic and business rules to govern the hosted data. Once the web services have been properly built, tested, and reviewed, Provider will establish Merchant Identification credentials. Web services and Merchant Identification credentials will be applied and integrated into the hosted site and data backed payments will be tested. Once the payments are tested, Provider will initiate training for all Merchant personnel, done remotely. Upon successful training, the hosted website will be moved into a production environment and undergo a subsequent round of testing. After testing and validation of the data, Merchant will direct Provider to launch the site.

The date of System launch ("Go-Live") will be targeted during an implementation kickoff call with all relevant stakeholders. The successful completion of this Statement of Work is dependent on Merchant reviewing test content, data, and functionality in a timely manner, and providing an appropriate level of operational and strategic engagement to participate in training, deploy the solution into production environments, and follow through with the responsibilities listed below.

SCOPE

For good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. Merchant will make resources available to assist Provider in the timely launch of the payment processing program. Provider cannot be held accountable for unreasonable Merchant delays and may choose to delay the implementation should Merchant not be able to provide appropriate resources. If system does not launch within twelve (12) months of signature date due to Merchant delays, the full implementation fee will become due. Otherwise there is not cost for the implementation or services provided unless specified herein.

Payments are deposited daily into a custodial account and transferred by ACH electronic transfer to Merchant daily. The payment will be accompanied by a reconciliation detailing the payments included. Any money transfer fees will be absorbed by Provider.

2. E-Payment System Utilization

- 2.1. Merchant will make Provider's Services available to its Customers through various means of communication, including a) through billing statements, invoices and other payment notices; b) by providing IVR and Web payment details on the Merchant's website including a "Pay Now" or similar link on a mutually agreed prominent place on the web site; c) through the Merchant's general IVR/Phone system and d) other channels deemed appropriate by the Merchant.
- 2.2. Provider shall provide the Merchant with logos, graphics, and other marketing materials for use in its communication with its Customers regarding the payment services provided by Provider. Both parties agree that Provider will be presented as the primary payment method option. Merchant will communicate the Provider payment Service option to its Customers wherever the Merchant generally communicates its other payment methods.
- 2.3. Payments types shall be processed through the payment channels defined in this SOW as marked (☑):

☐ Tax	☐ Parks & Recreation
☐ Utilities	☐ Child Support
☒ Court Fees & Fines	☐ Miscellaneous
☐ Licenses	

3. **Provider Deliverables:** Provider shall deliver the following, included as marked (☑):

- 3.1. ☒ Web E-Payment System
- 3.1.1. Provider shall build, host and maintain Merchant-specific website(s) for De Pere Municipal Court. Provider will purchase a URL, www.TBD.com.
 - 3.1.2. Provider will provide a secure website that will allow payers to enter their pertinent information, e.g., citizen name or other unique identifier, and then proceed to pay with a credit or debit card.
 - 3.1.3. System will collect and transmit payment information for authorization and settlement.
 - 3.1.4. System will provide method of transferring transaction data back to Merchant.
 - 3.1.5. The payer will be simultaneously advised via automated email that the transaction has been completed and will receive further notification when the Merchant processes the payment.
- 3.2. ☒ Counter E-Payment System
- 3.2.1. Provider shall deliver and configure 3 EMV device(s).
 - 3.2.2. Provider shall deliver an administrator portal for counter payments.
 - 3.2.3. Provider shall remotely upgrade EMV devices as appropriate.
 - 3.2.4. Provider shall provide one (1) remote, web-based training session covering setup and use of EMV devices.
- 3.3. ☒ Phone / Call Center E-Payment System
- 3.3.1. Provider shall provide a toll-free telephonic customer service function to ensure that Customers utilizing the Program have a satisfactory experience that does not require the technological assistance of Merchant personnel.
- 3.4. ☒ IVR - E-Payment System
- 3.4.1. IVR solution shall be hosted and maintained by Provider.
 - 3.4.2. Provider shall configure call scripts according to industry best practices.
 - 3.4.3. IVR functionality shall only include search/retrieval and payment processing of Case payments in full.
- 3.5. ☒ Text and Email Payment System
- 3.5.1. Provider will deliver functionality to allow Customers to set up text (SMS) and/or email payment and notification preferences through their E-Payment System profile. Customers will be required to (i) have a valid payment method stored within their profile and (ii) verify their cell phone number prior to completing registration.
- 3.6. ☒ eCheck/ACH E-Payment System
- 3.6.1. Provider will configure web E-Payment System to accept eCheck/ACH Payments.
- 3.7. ☒ Integrations
- 3.7.1. Provider will create/maintain an integration with record management or other system. System integration Statement of Work is in Exhibit B.
- 3.8. ☒ E-Payment System Training
- 3.8.1. Provider will provide support and training to Merchant personnel via live, web-based session(s). A training schedule will be shared during implementation.
4. **Merchant's Responsibilities:** In order for Provider to provide the Services outlined in this SOW, the Merchant shall deliver the following, included as marked (☒):
- 4.1. ☒ General
- 4.1.1. Attend client care calls as requested.
 - 4.1.2. Notify Provider of changes to any state, county, or municipal mandates or laws.
 - 4.1.3. Revoke system access of terminated Merchant employees at time of termination.
- 4.2. ☒ Web E-Payment System
- 4.2.1. For the duration of this SOW, Merchant will maintain an active link connecting the Merchant website and the Provider payment portal in a prominent and mutually agreed location on the Merchant website.
- 4.3. ☒ Counter E-Payment System
- 4.3.1. Merchant will keep all point of sale terminals in good order and repair except for normal wear and tear in the

ordinary course of business.

4.4. ☒ Phone E-Payment System

4.4.1. The phone number for the payment IVR (if applicable) and Provider Call Center (if applicable) will also be added to the website.

4.4.2. The Merchant will add the IVR Payment option (if applicable) as part of the Merchant general phone system.

4.5. ☒ Integrations

4.5.1. The Merchant, via their record management system, TiPSS, will update Provider's payment program on a near real-time basis, with data on all open and payable records from the Merchant's server. Upon exchange of the data, the information may be accessed, and payment made by the Customer. Record management system integration Statement of Work is in Exhibit B.

4.6. ☐ PayPal setup details required:

Merchant Bank Account Information:

Name of Bank: _____

ABA No.: _____

Account No.: _____

Account Name: _____

Reference: _____

SIGNATURES

In witness whereof, the Parties have executed this SOW by their duly authorized representatives as of the date first above written.

De Pere Municipal Court:

nCourt, LLC:

Signed: _____

Signed: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A: FEES

1. The expected processing volume in the Program is estimated at 250-300 citations per month.

2. **E-Payment System**

In consideration for the provision of the development, hosting, application, customer service, and processing fees related to the E-Payment System, Customers will pay applicable fees ("*Convenience Fees*") and/or Merchant will be billed applicable fees ("*Merchant Absorbed Fees*") associated with payment transactions marked (☒) as follows:

Payment Type

Payment Channel	Transaction Type	Fee Structure	Merchant Absorbed
☒ Online (via web or mobile device)	☒ Credit Cards ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction, the higher of: 2.95% per transaction or \$2.95 minimum fee per transaction	☐
	☒ Debit Cards ☒ Visa ☒ Mastercard ☒ Discover		
	☐ PayPal / PayPal Credit / Venmo		
	☒ E-Check / ACH	\$1.95 per transaction	☐
☒ Counter (in-office via PCI compliant, EMV ready card readers)	☒ Credit Cards ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction, the higher of: 2.95% per transaction or \$2.95 minimum fee per transaction	☐
	☒ Debit Cards ☒ Visa ☒ Mastercard ☒ Discover		
	☐ E-Check / ACH	\$1.95 per transaction	☐
☒ Call Center (via live, bilingual call center agent)	☒ Credit Cards ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction: 2.95% per transaction	☐
	☒ Debit Cards ☒ Visa ☒ Mastercard ☒ Discover	Plus \$4.95 minimum fee per transaction	
	☐ E-Check / ACH	\$2.95 per transaction	☐
☒ IVR (via automated phone system)	☒ Credit Cards ☒ Visa ☒ Mastercard ☒ Discover ☒ American Express	For each transaction, the higher of: 2.95% per transaction or \$2.95 minimum fee per transaction	☐
	☒ Debit Cards ☒ Visa ☒ Mastercard ☒ Discover		
	☐ E-Check / ACH	\$1.95 per transaction	☐

☐ Cash (at participating retail locations)	☐ Cash	\$1.95 per transaction	☐
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3. Implementation Services

Only the services marked (☒) will be implemented. Fees will be waived if Merchant implements E-Payment System within twelve (12) months:

Implementation Service	Fee Recurrence	Fee
☒ E-Payment System Deployment & Program Implementation	One-time	~~\$10,000.00~~ Waived
☒ IVR Implementation	One-time	~~\$2,000.00~~ Waived
☒ Web Services or API Implementation	One-time	~~\$5,000.00~~ Waived
☐ File Integration	One-time	~~\$1,000.00~~ Waived
☐ Support & Training (__ hour(s))	Per hour	~~\$150.00~~ Waived
☐ Custom Programming (__ hour(s))	Per hour	~~\$150.00~~ Waived
☒ POS Terminals (__ terminal(s))	Per unit	~~\$350.00~~ Waived

4. Ongoing Services

Payment processing and development services to be funded by Merchant, as marked (☒):

Service	Fee Recurrence	Fee
☐ Address Verification	Per occurrence	
☐ Chargeback Processing	Per occurrence	
☐ Statement Fee	Per occurrence	

EXHIBIT B: INTEGRATION SCOPE

1. Merchant will make Titan Public Safety Solutions (“*TiPSS*”) aware of the requirement to integrate with the nCourt E-Payment system and of the anticipated Go-Live date contemplated herein. Merchant will compel Software Vendor to assist in setting up direct data interface, including providing all file descriptions or API and/or FTP documentation.
2. If nCourt is delivering a web service or API service, nCourt will need access and resources from the Merchant to ensure both systems from each company can interface and exchange data appropriately. Failure to grant nCourt access or a Merchant resource to help support this step of the implementation process will result in delays to the Merchant’s Go-Live date.
3. **nCourt Responsibilities**
 - 3.1. All payment transactions will update the Merchant’s *TiPSS* system on a predetermined cadence.
 - 3.2. If there are designated payments which are ineligible for online payment, Merchant will be able to omit those records from being paid through nCourt via their *TiPSS* system.
 - 3.3. Dependent on information from Software Vendor, data may be searched by the following fields, or similar identifying characteristic of the Customer.
 - 3.3.1. First Name
 - 3.3.2. Last Name
 - 3.3.3. Driver’s License Number
 - 3.3.4. Ticket Number
 - 3.3.5. Citation Number
 - 3.3.6. Case Number
4. **Merchant Responsibilities**
 - 4.1. Merchant will supply nCourt with Software Vendor contact information
 - 4.2. Merchant will actively participate in accomplishing the Go-Live of the Program in the specified timeframe outlined herein.
 - 4.3. Merchant shall provide access to a dedicated test and production environment for the implementation lifecycle.
 - 4.4. Merchant will provide the file format specification currently used to post its payments to the *TiPSS* system. Merchant will fully cooperate with nCourt and provide the information required to integrate with the Merchant’s system.
 - 4.5. Merchant to provide multiple copies of bills and/or receipts to nCourt, if in project scope.
 - 4.6. Merchant is responsible for determining and notifying nCourt if (i) defendant shall be allowed the option(s) to select Traffic School or proof of corrections, or (ii) a partial or full payment by the defendant shall be allowed. This notification must take place prior to completion of the Design Document and the beta version of the Merchant site, and no later than thirty (30) days after the Effective Date.
 - 4.7. Merchant acknowledges that Counter is embedded in Merchant’s *TiPSS* system and all transactions will stay within Merchant’s *TiPSS* system.
 - 4.8. Merchant will compel Software Vendor to supply nCourt with a CSV file containing the following information. nCourt shall confirm file receipt.
 - 4.8.1. Citation Number (Required)
 - 4.8.2. Case Number (Required)
 - 4.8.3. Defendant’s Name (Required)
 - 4.8.4. Date of Birth (Required for IVR)
 - 4.8.5. Amount Due (Required)
 - 4.8.6. Payability / Must Appear Flag (Required)
 - 4.8.7. Address
 - 4.8.8. Offense
 - 4.8.9. Violation Date
 - 4.8.10. Court Date
 - 4.9. Merchant shall supply nCourt with the following:
 - 4.9.1. Payment information
 - 4.9.2. W9 with Employer Identification Number (EIN)
 - 4.9.3. Financial Disbursement Agreement (FDA) for each judge in scope
 - 4.9.4. Any applicable test case scenarios
 - 4.9.5. Applicable collections logic
 - 4.9.6. Applicable custom verbiage to be included by record type



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: February 8, 2022

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation and Possible Action to add new positions to the 2022 budget (Administrative Assistant, Building Maintenance, Sr. Pool Manager, CSO) and funding for two new cubicles on second floor of City Hall*

ATTACHMENTS:

- Memo to Finance and Council New Positions 2-1-22 (PDF)

CITY OF DE PERE MEMO



To: Members of the Finance/Personnel Committee

From: Shannon Metzler, Human Resources Director

Date: February 8, 2022

RE: Recommendation and Possible Action to add new positions to the 2022 budget (Administrative Assistant, Building Maintenance, Sr. Pool Manager, CSO) and funding for two new cubicles on second floor of City Hall

The City Administration identified four additional position requests that were previously presented by department heads as part of their proposed 2022 budget that were not included in the Mayor's Executive Budget as part of the overall budget study session completed in October 2021. The City Council indicated the Administration could present the additional position requests as a budget amendment in 2022. The following information identifies each additional position request to include anticipated expenditures and revenue sources for your consideration as an amendment to the 2022 Adopted Budget.

Administrative Assistant-City Attorney's Office

The City Attorney's Office requested the addition of a full-time Administrative Assistant position in the 2022 budget. This position was requested in order to deflect many administrative assistant tasks from the Paralegal to allow the Paralegal the time to perform higher-level Paralegal duties, thereby freeing up the City Attorney and Assistant City Attorney for the more complex legal tasks. Many administrative current administrative tasks have been delayed in order to focus on the immediate legal needs of the department/city. Additionally, this the Administrative Assistant position would be able to assist the City Administrator and Mayor in administrative tasks currently being performed by them or by the Communication Specialist-Administrative Assistant position.

The Duties of the Administrative Assistant would be to: provide administrative support to ensure efficient operation of office, including answers phone calls, schedules meeting, maintaining and updating the department file systems (hard copy and electronic), preparing memos, correspondence and other communications, including assisting the City Administrator and Mayor in administrative duties when required.

Cost Impact:

Grade G step 1 Grade G Step 3

2022 Salary: \$44,658 (\$21.47/hr.) \$47,216 (\$22.70/hr.)

Benefits: \$19,203 (43%) \$20,313 (43%)

Total: \$63,861 \$67,529

The total cost to the 2022 budget is approximately 50% of the above as the position will be filled in July. We anticipate hiring someone into the position somewhere between steps 1 and 3 for this position and that is the reason for the cost impact range.

Maintenance Specialist-Public Works

Over the past several years, the Public Works Department has taken on additional maintenance for City facilities. As maintenance duties increased, staff has not been able to keep up with maintenance sometimes creating a back log of work. In addition, typical preventative maintenance has often been delayed. This past summer with the new VFW pool being incorporated into the operations, it has added a significant amount of daily maintenance requirements for maintenance staff requiring an additional employee. Staff did check into the possibility of hiring a private company to perform all the pool maintenance instead of adding additional staff. However, the costs of hiring a pool company for pool maintenance are significantly higher than hiring a full time employee. In addition, if this position is added, the seasonal building maintenance employee would be eliminated.

Cost Impact:

	<u>Grade J step 1</u>	<u>Grade J Step 4</u>
2022 Salary:	\$57,907 (\$27.84/hr.)	\$62,878 (\$30.23/hr.)
Benefits:	<u>\$32,873</u>	<u>\$33,708</u>
Total:	\$90,780	\$96,586

The total impact to 2022 budget is approximately 75% as the position would plan to be filled after the first quarter. The position would be budgeted 50% from the pool referendum. We anticipate hiring someone into the position somewhere between steps 1 and 4 for this position and that is the reason for the cost impact range.

Senior Pool Manager-Parks, Recreation and Forestry
--

The request is to add an administrative type position to the summer aquatics program, which will help oversee staff and operations of the pools during the summer. We feel this is a needed to position in order to effectively run the pools while having realistic expectations of our Recreation Supervisor that has other responsibilities. Because the pool essentially operates 12+ hours a day, seven days a week, we

feel we need an administrative person/role to assist the Recreation Supervisor as it's not a realistic expectation for a Recreation Supervisor to be available and active 7 days a week for 10-14 hours a day.

The main driver for this position is the increased attendance and interest in the VFW Aquatic Facility. We went from having 50 people a day in a pool that staff four lifeguards, to a VFW Aquatic Facility that often reaches capacity of 325 and operating a staff of 8 lifeguards. This is in addition to the currently and always popular Legion Pool.

General duties of this position will include:

- Overseeing and training Pool Managers and Assistant managers.
- Filling in for Pool Managers as needed.
- Assistant to Recreation Supervisor in overseeing all operations of the pools.
- Oversee in-service training.
- Oversee swim lesson instructors and evaluate.
- Oversee Lifeguard staffing and evaluate.
- Shall work frequent evenings and weekends.
- Involved with personnel decisions.

Cost Impact: \$23.00 hourly wage.

\$13,018 (\$189 with Medicare) = \$13,207. The salary would be allocated from the pool referendum.

Community Service Officer (CSO)-Police Department/Parks

We are proposing adding an additional seasonal CSO position that could focus on the safety of the parks. An additional CSO is a low cost method to prevent vandalism and rule violations within the park, and can be an extension to our Police Department in the similar or identical capacity of our Community Service Officer. The CSO position is a part-time position that assists the police department with writing traffic citations and a variety of other entry level tasks. The City currently does not have a position designed for such a task, nor does any of its current staff have the ability and/or knowledge to take on the responsibility. Our Police Department has a rather full schedule of tasks and priorities, and often times issues in the parks are a lesser priority than what they are dealing with.

This person would simply be dedicated to roaming the parks helping to curb vandalism, rule violations, remind patrons of park rules, and general presence of authority. They can also be targeted to problem areas throughout the parks such as fishing issues at the Riverwalk, loitering at parking lots after hours, dogs in parks, reoccurring vandalism issues, etc. without having the Police Officers take on the task.

Cost Impact: \$15.00 per hour

\$5,880 (\$85 with Medicare) = \$5,965

City Hall (2 nd floor) Additional Cubicles Needed
--

The second floor does not have enough space for the employees. We are looking to add two additional cubicles. We requested a quote from two companies to work with us to add the additional cubicles.

Cost Impact: \$12,000

Summary:

To add these four positions and purchase the additional cubicles the total cost to the general fund is anywhere from approximately \$84,000-\$88,000. We are recommending the funds be allocated from unassigned reserves.

	<u>Minimum Salary</u>	<u>Maximum Salary</u>	<u>Total Cost to General Fund</u>	<u>Total Cost from Pool Referendum</u>
Administrative Assistant (Filled in July)	\$31,930	\$33,765	\$31,930-\$33,765	
Building Maintenance (Filled in March)	\$68,085	\$72,440	\$34,043-\$36,220	\$34,043-\$36,220
Senior Pool Manager	\$13,207	\$13,207		\$13,207
CSO	\$5,965	\$5,965	\$5,965	
Cubicles Added			\$12,000	
Total			*\$83,938- \$87,950	\$47,250-\$39,427

*Total Funds Requested From Unassigned Reserves

Please feel free to contact me at 339-4045 if you have questions prior to the meeting.



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: February 8, 2022

DEPARTMENT: Economic Development

FROM: Daniel Lindstrom

SUBJECT: Consideration and Possible Action Regarding a Proposed Amendment to the Sale and Purchase Agreement with F.B.S. Investment Group LLC for the expansion at 2257 American Blvd (WD-1371)*

ATTACHMENTS:

- Bayside Agreement Amendment FP Memo 02082022 (PDF)
- Revised Site Plan (PDF)



CITY OF DE PERE MEMO

To: Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: February 8, 2022

RE: **Proposed Amendment to Purchase/Sale Agreement Terms FBS Investment Group LLC for an 80,000 Square Foot Manufacturing Facility**

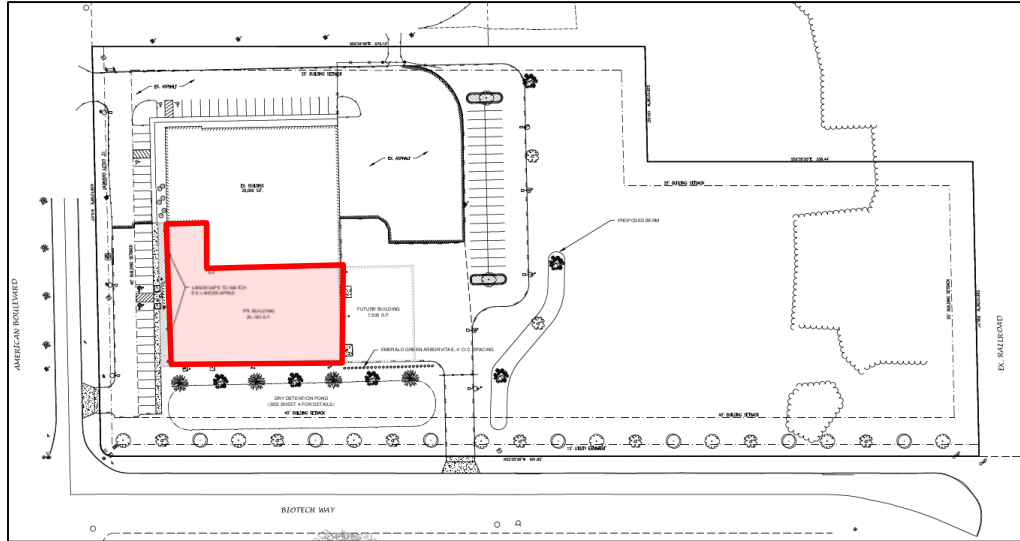
FBS Investment Group LLC (Bayside Machine), represented by Rob Salesky, worked with the City in 2019 and 2020 to acquire 3.979 acres to accommodate an expansion of the existing Bayside Machine location at 2257 American Boulevard. Part of the parent parcel WD-1138-1 was under option with the adjacent owners of Infinity Machine; therefore, the City worked with both parties to create a CSM that divided the 12-acre parcel into three separate developable parcels for each company to expand. Infinity Machine completed an expansion in early 2021; however, Bayside Machine was unable to complete its planned expansion due to COVID closures, material delays, steel price increases, and employment challenges. The expansion plan required the acquisition of City property and subsequent land combination to create one parcel. The City had to amend the TID No. 12 Boundary to facilitate the land combination. The City completed the TID Amendment in February 2020, approved the site plan in April 2020, and the City transferred the land via a land grant in March 2020. The agreement did include a PILOT agreement provision for any guaranteed assessed value shortfalls after January 1, 2021.

Since the start of the pandemic Bayside Machine incrementally expanded in a leased building in Ashwaubenon. The leased location allowed Bayside Machine to incrementally expand its operation and acquire over \$1 million of new machinery without incurring the inflated construction costs. Development Services staff have been in communication with Bayside Machine over the past few years to gauge the possibility to expand and fulfill the terms of the agreement, return the 3.9 acres of land to the City, or return the cash grant and purchase the land. Bayside expressed the desire to bring both operations back to a single location. The City has an interest in developing the site as soon as possible; therefore, the City and Developer proposed to amend the existing agreement to facilitate an expansion.

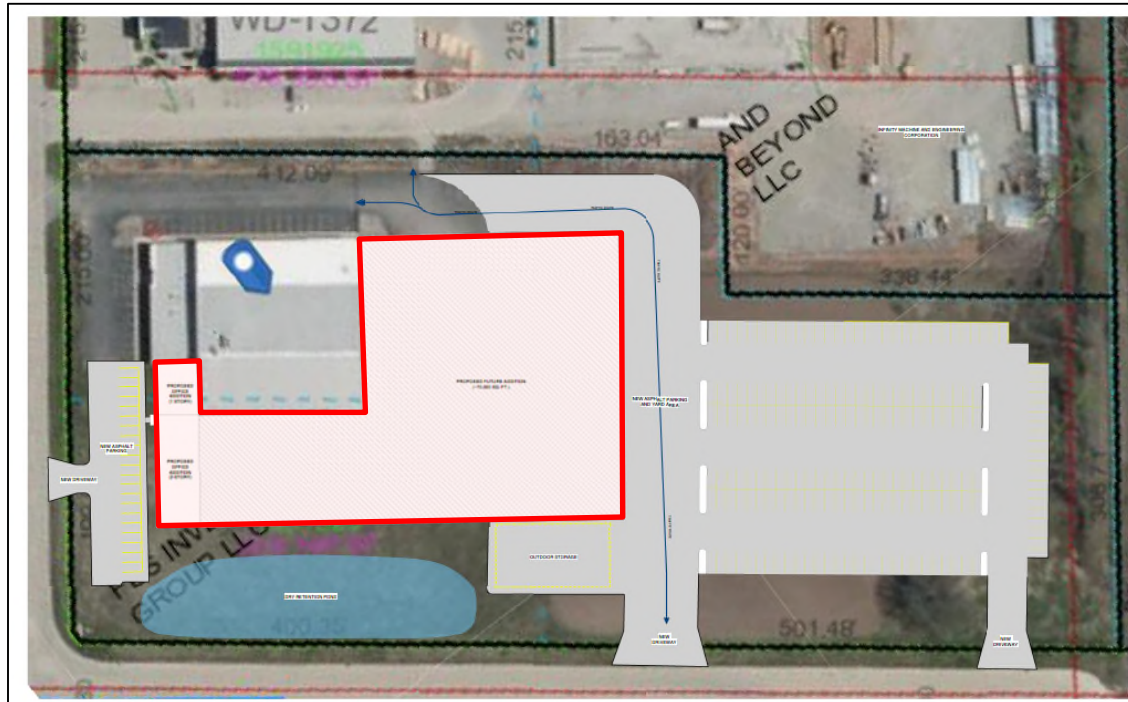


Under the existing agreement, the City was to rebate Bayside Machine two PAYGO payments totaling \$65,393. Since the project has a three-year completion delay (2021 vs 2024 assessment) – the TID is not able to fully support that level of payments in addition to the land grant. The City has not enforced the PILOT payment requirement in the hopes to help kick start the project. The City could continue with a PAYGO grant payment if the proposed project expands to include a larger building. Therefore, Bayside Machine proposed to expand the existing agreement to now include a 70,000 square foot warehouse and a 10,000 square foot office addition and requests an amendment to the development agreement

Previous Approved Site



Proposed Revision



Developer Agreement Revisions		
Existing Agreement	Description	Proposed Revision
March 23, 2020	<i>Site Plan Approval</i>	Prior to Recording Agreement
First Half 2020	<i>Commencement of Construction</i>	October 1, 2022
January 1, 2021	<i>Substantial Completion</i>	January 1, 2024
\$1,657,200 (2019)	<i>Pre-Construction Value</i>	\$1,861,400 (2021 – additional land)
\$3,703,775	<i>Guaranteed Value</i>	\$5,500,000
Approximately 25,000 sq ft	<i>Building Expansion</i>	Approximately 80,000 sq ft
Yes	<i>Property to remain taxable for the life of TID No. 12</i>	Yes (unchanged)
Yes	<i>Pilot Payment</i>	Yes
\$139,265	<i>Site Assembly Grant</i>	\$0 (to pay City \$139,265)
\$65,393 over two years	<i>PAYGO Grant</i>	\$299,265 in total property tax rebates at a 90/10 (developer/City) ratio until incentives reach \$299,265 (larger project and land grant swap)

Project 'But For' Statement

This remains unchanged from the previous agreement. Financial assistance for the project is required due to the various costs of the following:

- Cost to purchase the land behind the current building.
- Sustained elevated material costs.
- De Pere requirements to uphold building design standards on multiple street facades.
- Developing parking area on the purchased property.
- Removal of exempt wetlands in various areas to allow for adequate parking.
- Development of stormwater retaining ponds along Biotech Way to comply with code.
- The southwest building wall of the current facility will have to be transformed from an expandable sheet panel wall to a permanent structure wall.

Revised TIF Terms for Bayside Machine Expansion – Land Rebate and PAYGO: 8.5% Incentive (\$299,265)

- Land Rebate: \$0.00 – Developer to repay the previous \$139,265 land grant rebate
- PAYGO Tax Incentive: \$299,265 in total PAYGO tax incentive at a 90/10 (developer/City) ratio until incentives reach \$299,265 (approximately 6 years)
- Guaranteed value: \$5,350,000 of which 3,488,600 is new increment value
- PILOT Required: Payment in Lieu of Taxes is required if the assessed value falls below the guaranteed amount during the life of TID.
- Site Plan Approval: Conditioned on Plan Commission approval
- Expansion: 70,000 square foot warehouse and 10,000 square foot office
- Commencement of Construction: October 1, 2022
- Substantial Completion: January 1, 2024

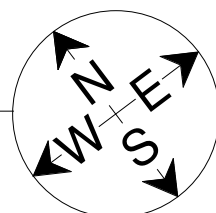
Approved TIF West Business Park agreements over the past few years generally range from 8% to 12% of guaranteed assessed value. The previous terms assumed a 10% guaranteed assessed value; however, due to the three fewer years of potential increment and a continued reduction in west side mill rates, the proposed revised terms now total 8.5% of the total new assessed value. The following reviews are anticipated for this project:

- Purchase/Sale Agreement Terms (Finance/Personnel Committee)
- Site Plan (Plan Commission)
- Amendment to Purchase Sale Agreement (Common Council)

If the Finance and Personnel Committee approves the proposed terms, the City will draft a Developer's Agreement that will be reviewed by the Common Council at a future meeting. Please contact me with any questions regarding this item.



1 PROPOSED SITE LAYOUT
1" = 30'-0"



PROPOSED FACILITY ADDITION FOR:
19-1012 BAYSIDE MACHINE CORPORATION
2257 AMERICAN BOULEVARD - DEPERE, WI 54115
SALES REP: JEREMY NOLL (920) 595-0345
01/07/2022

DRAWN BY: JRN

REVISIONS:
1

PLAN SET STAGE:
☒ PRELIMINARY PLAN SET
☐ NOT FOR CONSTRUCTION
☐ PLAN BID COPY
☐ FINAL PLAN SET
☐ APPROVED FOR CONSTRUCTION

FOX CITIES BUILDERS, LLC.
N7315 CTY RD. Y - SUITE B
SEYMOUR, WISCONSIN 54165
PHONE (920) 833-9545
FAX (920) 833-9546



Fox Cities Builders
EXPERIENCE THE BEST



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: February 8, 2022

DEPARTMENT: Administration

FROM: Lawrence Delo

SUBJECT: Consideration and possible action on Proposed Grant Management Policy.*

ATTACHMENTS:

- Proposed Grant Managemnt Policy Memo to Personnel and Finance Committee 2-8-22 (PDF)
- Grant Management Policy 2-8-22 (PDF)

CITY OF DE PERE MEMO



To: Personnel and Finance Committee

From: Lawrence M. Delo, City Administrator

Date: February 8, 2022

RE: City of De Pere Grant Management Policy

The Administration is proposing to implement a standardized grant management policy for the City. The City currently depends on staff throughout the organization to identify, solicit and manage grants for their departments. The amount of staff time available and experience in managing grants differs significantly from department to department including the methods used by staff to manage ongoing reporting requirements typically associated with grant awards.

The Administration is proposing to establish a centralized and standardized process for grant management. The proposed grant management policy establishes guidance for all City departments and staff and creates a centralized database developed by the City's IT Department and the Finance Department that would be shared by all departments for ongoing grant management purposes. The policy would also allow staff the opportunity to utilize the services of a grant management firm if the City authorizes the Administration's proposal to solicit and engage a firm for those services.

I have attached a copy of the proposed grant management policy for your review and consideration.

City of De Pere Grant Management Policy

2-8-22

Identifying Grant Opportunities

All City Departments will continuously attempt to identify grant opportunities for municipal operations and projects.

Grant Application Approval

Grant applications for \$10,000 or more in funds that are not already approved as part of the adopted budget as an intergovernmental revenue must be presented to a City Committee, Commission or Board for a recommendation to the City Council for final approval prior to submitting an application for a grant. Exception: The City Administrator may authorize an application for grants prior to receiving City Council authorization if the application does not commit the City to expend any funds that were not specifically approved in the annual budget for the purpose associated with the grant and delaying the application to receive city council authorization would prevent the grant application from being considered due to missing the grant application deadline. All City Administrator preauthorized grant applications must receive post submittal authorization by the City Council at a subsequent City Council meeting.

Grant Applications for less than \$10,000 can be submitted directly by staff with the approval of their Department Head without a City Committee, Commission or Board review and City Council approval if the application does not commit the City to expend any funds that were not specifically approved in the annual budget for the purpose associated with the grant, or if the grant application is already approved as part of the adopted budget as an intergovernmental revenue.

Grant Application Review Process

All grant applications must be reviewed by two or more City staff or an approved non-City third party (i.e., City auditor, engineering firm, etc.) before submittal of application documents.

Grant Application Acknowledgement Requirement

All grant applications must receive a written acknowledgement of appropriate receipt from the corresponding source of the grant to whom the application was submitted. A documented verbal receipt is also acceptable only when a written receipt is not available. Documented

receipt of the application must be reviewed and documented by City staff or an approved non-City third party and maintained in the grant file.

Continuous Grant Management

All grant applications must have their status documented on a quarterly basis by the City department that submitted the application or an approved non-City third party. The Finance Department will develop and manage an online report document available on a shared City drive that all City departments will utilize to document the status of pending, active and closed grants.

Use of Third Party for To Identify, Solicit and Manage Grants or Review of City Staff Application and Submittals

City staff may utilize a third party to identify, apply for and manage grants when authorized by the City Council. The City Administrator may preauthorize the use of a third party if the application does not commit the City to expend any funds that were not specifically approved in the annual budget for the purpose associated with the grant and delaying the application to receive city council authorization would prevent the grant application from being considered due to missing the grant application deadline. All City Administrator preauthorized use of a third party must receive post submittal authorization by the City Council at a subsequent City Council meeting.



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: February 8, 2022

DEPARTMENT: Administration

FROM: Lawrence Delo

SUBJECT: Consideration and possible action on Grant Services Request For Proposals.*

ATTACHMENTS:

- Proposed Grant Services RFP Memo to Personnel and Finance Committee 2-8-22 (PDF)
- City of De Pere Grant Services RFP 2022 (PDF)

CITY OF DE PERE MEMO



To: Personnel and Finance Committee

From: Lawrence M. Delo, City Administrator

Date: February 8, 2022

RE: Grant Services Request for Proposals (RFP)

The Administration is seeking authorization to solicit proposals for professional grant identification, submittal and management services. The City currently depends on staff throughout the organization to identify and apply for grants for various projects, services and equipment whenever they become aware of opportunities for funding that meets the needs of the City. The amount of staff time available and experience in identifying grant opportunities varies significantly from department to department and is currently not centrally managed or standardized.

The Administration believes the City could experience significant benefit from utilizing the services of a firm that has the necessary skills and experience to consistently identify, and as needed, solicit and manage grants for municipalities. I have attached a copy of the proposed Request for Proposals for your review and consideration.

Based on my discussions with several firms that provide grant services, I would anticipate an agreement with a firm for grant services would require a future appropriation from the unassigned reserve fund to pay for grant service expenditures throughout the balance of budget year 2022 if a contract for services is approved. The amount of appropriation needed in 2022 would be determined at the time a recommended contract proposal is placed on a future Personnel and Finance Committee agenda for consideration.

The Administration is seeking a recommendation from the Personnel and Finance Committee to have the City Council review and approve moving forward with the RFP process.

City of De Pere, Wisconsin



Request for Proposal Grant Identification, Solicitation and Management Services

March 2022

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A. PURPOSE OF REQUEST

The City of De Pere, Wisconsin (City) is requesting proposals for the purpose of retaining a firm to identify on an ongoing basis grant opportunities for all City departments and operations and to solicit and manage grants as needed for the City.

Any inquiries/clarifications concerning the request for proposal should be directed by email to the Lawrence Delo, City Administrator at ldelo@deperewi.gov and should be received no later than the date specified in the time schedule.

This RFP seeks professional services, and statutory bidding laws do not apply.

B. TIME SCHEDULE

The City intends to use the following timetable for evaluation and selection of a firm:

Week of February 28, 2022	Send out request for proposal (RFP).
March 18, 2022	Deadline for receipt of responses by the City.
April 12, 2022	Finance Committee Recommendation.
April 19, 2022	Council award of contract.

C. INSTRUCTIONS TO SUBMIT PROPOSAL

1. All responses must be addressed to, and emailed to: Lawrence Delo, City Administrator at ldelo@deperewi.gov.
2. Questions should be addressed to Lawrence Delo, City Administrator via email at ldelo@deperewi.gov or 920-339-4044.
3. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the City of De Pere to do so. The City may require the Firms selected to participate in negotiations, and to submit such price, technical or other revisions in their proposal as may result from negotiations.
4. No official or employee of the City of De Pere involved in the evaluation or approval of a proposal shall have any financial interest, either direct or indirect, in the contract. No official or employee of the City shall exercise any undue influence in the awarding of the contract.
5. Amendment of proposals may be done as follows:
 - a. By City: Proposals may be amended by the City in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Copies of the amendment will be emailed to prospective vendors.

- b. By Firm: Proposals may only be amended after receipt by the City by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the City.

D. DESCRIPTION OF THE CITY OF DE PERE

The City of De Pere is located in Brown County, and is part of the Green Bay metropolitan area. Incorporated in 1890, the City of De Pere covers approximately 13 square miles and has a population of 25,410. The City operates under the Mayor-Council-Administrator form of government. The eight alderpersons represent four districts, serving two-year staggered terms, with one alderperson per district elected every year. The Mayor is elected to serve a two-year term and serves as the City's chief executive officer. The Administrator is appointed by the Common Council and serves as the City's chief administrative officer.

De Pere provides a full range of services typical of municipal governments, including police, fire and emergency medical protection; public works activities such as highway and street maintenance, refuse and recycling collection, water, storm and wastewater utilities; health department; parks and recreation activities; community development activities including planning and zoning enforcement, economic development, and construction inspection; and general and financial administration. As of the most recent debt issue in October, 2020, the City continues to maintain an Aa2 rating from Moody's Investor's Service, Inc.

The City government includes 10 departments. The City employs 150 full time equivalent (excluding part-time and seasonal) employees. The City's annual budget for all funds is typically about \$60 million.

F. SCOPE OF GRANT SERVICES

The selected firm shall identify grant opportunities for the City throughout the contract period, including currently available and anticipated grant opportunities for all City departments and operations.

The City may choose to utilize City staff or the selected firm to submit specific grant applications and manage ongoing grant requirements and reporting. The City and selected firm will discuss grant opportunities as they are identified to determine if the City will apply for identified grants and to determine whether the City or the selected firm will be responsible for the submittal and management of the grant in a manner that the City determines best meets the needs of the City.

G. TERMS AND CONDITIONS

Insurance

All proposals must include either a description of the Firm's insurance or a certificate of insurance outlining the Firm's insurance policies which evidence compliance with the requirements contained herein. The successful Firm shall agree that it will, at all times during the term of the agreement, keep in force and effect insurance policies required by the contract, issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the City. Such insurance shall be primary.

Prior to execution of the written contract, the successful Firm shall furnish the City with a Certificate of Insurance listing the City as an additional insured and upon request, certified copies of the required insurance policies. The Certificate shall reference the contract and provide for thirty (30) days advance notice of cancellation or nonrenewal during the term of the agreement. Failure to submit an insurance certificate, as required, can make the contract voidable at the City's discretion. Additionally, the Firm shall not allow any subcontractor to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor and approved by City of De Pere.

Applicable Law

Any law suits related to or arising out of disputes under this agreement shall be commenced and tried in the Circuit Court of Brown County, Wisconsin, and the City and successful Firm shall submit to the jurisdiction of the Circuit Court for such lawsuits.

Nondiscrimination

In connection with the performance of work under this agreement, the Firm agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, marital status, sexual orientation, sex, disability, national origin or ancestry. This provision must be included in all subcontracts.

Assignment or Subcontract

This contract may not be assigned or subcontracted by the Firm without the written consent of the City.

Independent Contractor Status

The Firm agrees that it is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties.

Amendments to Contract

This contract may be modified only by written amendment to the contract, signed by both parties.

Waiver

One or more waivers by any party of any term of the contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent similar act by such party.

Indemnification and Defense of Suits

The Firm agrees to indemnify, hold harmless, and defend the City, its officers, agents and employees from any and all liability including claims, demands, damages, actions or causes of action, together with any and all losses, costs, or expense, including attorney fees, where such

liability is founded upon or grows out of the acts, errors, or omissions of the Firm, its employees, agents or subcontractors.

Contract Period

The term of this contract shall commence no later than July1, 2022. The contract will be for one (1) year.

Termination of Contract for Cause

If through any cause, the Firm shall fail to fulfill in timely and proper manner his obligations under this contract, or if the Firm shall violate any of the covenants, agreements or stipulations of this contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Firm specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the Contractor under this contract shall, at the option of the City, become the property of the City of De Pere (including electronic files and data).

Notwithstanding the above, the Firm shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the contract by the Firm, and the City may withhold any payments to the Firm for the purpose of set off until such time as the exact amount of damages due to the City from the Firm is determined.

Auditor Access

All parties contracting with the City shall, upon request, provide access to and furnish the city auditors with requested information, records and reports regarding powers, duties, activities, organization, property, financial transactions, methods of operation, or any and all other records, reports or information in their custody. In addition, they shall provide access for the auditors to inspect all property, equipment and facilities within their custody.

H. FIRM PROFILE AND QUALIFICATIONS

A. Profile of the Firm

This section should include information on:

1. The type of organization and size of the Firm.
2. Firm's address..
3. Firm's telephone number.
4. Firm's federal tax identification number.
5. Name, title, address, telephone number and email address of contact person authorized to contractually obligate the firm.

6. The length of time the Firm has been in existence, as well as the length of time the Firm has been identifying, applying for and managing grants for municipalities located in Wisconsin.

B. Firm's Qualifications

This section should include the following:

1. Resumes of all key staff members to be assigned to the City. The resumes should include experience and educational information relative to the work proposed. In addition, list detailed time commitments of all key staff members. The Firm shall not replace any key staff member without approval of the City, whose approval will not be reasonably withheld. The resumes may be included as an appendix.
2. Description of the Firm's recent experience with local government grant identification, solicitation / application and management of local government clients similar to that being requested. Provide references from at least three prior clients, including the names, titles, addresses, telephone numbers and e-mail addresses of key client staff members.
3. Any other information relevant to the Firm's qualifications for the proposed engagement.
4. The Firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the Firm during the past three years with state regulatory bodies or professional organizations.

K. SERVICE RATES AND FEES

Include a detailed description of the rate or fee structure proposed for 1) Identifying grant opportunities; 2) Preparing and submitting grant applications; and 3) Management of grants awarded to the City until grant reporting and management requirements are fulfilled. Include hourly or other pertinent rates your firm would apply to complete the required scope of work for senior staff, professional staff, and clerical staff. Final costs will be based on the actual hours of work provided. The firm shall include in this proposal the projected hours to be spent monthly on searching for and analyzing potential funding opportunities, and presenting them to City staff. Costs for actual grant applications will be decided upon on a case by case basis at that later date.

M. PROFESSIONAL SERVICES CONTRACT

If your proposal is accepted and a contract is issued, then this Request for Proposal and all documents attached hereto including any amendments, the Firm's technical and price proposals, and any other written offers/clarifications made by the Firm and accepted by the City, will be incorporated into a contract between the City and the Firm, it shall contain all the terms and conditions agreed on by the parties hereto, and no other agreement regarding the subject matter of this proposal shall be determined to exist or bind any of the parties hereto.

The submission of a proposal shall be considered as a representation that the Firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Common Council, execution of the contract by the proper City officials, and delivery of the fully-executed contract to the Firm. Acceptance may be revoked at any time prior to delivery of the fully-executed contract to the successful Firm. The contract may be amended only by written agreement between the Firm and the City of De Pere.



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: February 8, 2022

DEPARTMENT: Administration

FROM: Lawrence Delo

SUBJECT: Funding Discussion and Possible Action Regarding Options for use of ARPA Funds.*

ATTACHMENTS:

- ARPA Funding Memo 2-8-22 (PDF)
- Treasury Coronavirus State Local Fiscal Recovery Funds - Overview of the Final Rule January 2022 (PDF)

CITY OF DE PERE MEMO



To: Personnel and Finance Committee

From: Lawrence M. Delo, City Administrator

Date: February 8, 2022

RE: ARPA Funding

The City is scheduled to receive a total of \$2,613,573 from the American Rescue Plan Act (ARPA). The City received the first payment of \$1,306,786.91 on June 25, 2021 and should receive the second half of the funds this summer. The City Council previously determined the City would wait until the first quarter of 2022 or the U.S. Treasury Department issued the Final Rule regarding the use of the ARPA funds to initiate discussions regarding how the City will utilize these funds. The Final Rule was issued in January, 2022 with an April 1, 2022 effective date. Therefore, this item is on the February 8, 2022 Personnel and Finance agenda to initiate the discussion process. The rule text in it's entirety is 437 pages long and be read at this link - <https://home.treasury.gov/system/files/136/SLFRF-Final-Rule.pdf>.

The League of Wisconsin Municipalities also created their own webpage to provide information to municipalities regarding the final rule regulating the use of ARPA funds. That webpage can be found here <https://www.lwm-info.org/1643/US-Treasury-Department-Guidance>. The most significant change in the final rule from initial guidance appears to be the flexibility for communities to claim a standard allowance up to \$10 million as a revenue loss. This standard allowance would allow the City to claim all of the \$2,613,573 to fund government services which is the most flexible category of eligible uses. I have also attached a copy of the Treasury Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule for reference. This document provides an overview of the final rule document and includes text that discusses the change in the rule that provides municipalities a revenue loss standard allowance. Please refer to pages nine through eleven of the overview to read the revenue loss guidance text.

Please be prepared to discuss proposed use(s) of the ARPA funding to include whether you have a preference to designate all of the funds as loss revenue under the standard allowance which allows for the most flexible use of the funds, or to utilize the funding in other eligible categories.



Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. DEPARTMENT OF THE TREASURY

January 2022



The Overview of the Final Rule provides a summary of major provisions of the final rule for informational purposes and is intended as a brief, simplified user guide to the final rule provisions.

The descriptions provided in this document summarize key provisions of the final rule but are non-exhaustive, do not describe all terms and conditions associated with the use of SLFRF, and do not describe all requirements that may apply to this funding. Any SLFRF funds received are also subject to the terms and conditions of the agreement entered into by Treasury and the respective jurisdiction, which incorporate the provisions of the final rule and the guidance that implements this program.



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Introduction

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF), a part of the American Rescue Plan, delivers \$350 billion to state, local, and Tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. The program ensures that governments have the resources needed to:

- Fight the pandemic and support families and businesses struggling with its public health and economic impacts,
- Maintain vital public services, even amid declines in revenue, and
- Build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity.

EARLY PROGRAM IMPLEMENTATION

In May 2021, Treasury published the Interim final rule (IFR) describing eligible and ineligible uses of funds (as well as other program provisions), sought feedback from the public on these program rules, and began to distribute funds. The IFR went immediately into effect in May, and since then, governments have used SLFRF funds to meet their immediate pandemic response needs and begin building a strong and equitable recovery, such as through providing vaccine incentives, development of affordable housing, and construction of infrastructure to deliver safe and reliable water.

As governments began to deploy this funding in their communities, Treasury carefully considered the feedback provided through its public comment process and other forums. Treasury received over 1,500 comments, participated in hundreds of meetings, and received correspondence from a wide range of governments and other stakeholders.

KEY CHANGES AND CLARIFICATIONS IN THE FINAL RULE

The final rule delivers broader flexibility and greater simplicity in the program, responsive to feedback in the comment process. Among other clarifications and changes, the final rule provides the features below.

Replacing Lost Public Sector Revenue

The final rule offers a standard allowance for revenue loss of up to \$10 million, allowing recipients to select between a standard amount of revenue loss or complete a full revenue loss calculation.

Recipients that select the standard allowance may use that amount – in many cases their full award – for government services, with streamlined reporting requirements.

Public Health and Economic Impacts

In addition to programs and services, the final rule clarifies that recipients can use funds for capital expenditures that support an eligible COVID-19 public health or economic response. For example, recipients may build certain affordable housing, childcare facilities, schools, hospitals, and other projects consistent with final rule requirements.



In addition, the final rule provides an expanded set of households and communities that are presumed to be “impacted” and “disproportionately impacted” by the pandemic, thereby allowing recipients to provide responses to a broad set of households and entities without requiring additional analysis. Further, the final rule provides a broader set of uses available for these communities as part of COVID-19 public health and economic response, including making affordable housing, childcare, early learning, and services to address learning loss during the pandemic eligible in all impacted communities and making certain community development and neighborhood revitalization activities eligible for disproportionately impacted communities.

Further, the final rule allows for a broader set of uses to restore and support government employment, including hiring above a recipient’s pre-pandemic baseline, providing funds to employees that experienced pay cuts or furloughs, avoiding layoffs, and providing retention incentives.

Premium Pay

The final rule delivers more streamlined options to provide premium pay, by broadening the share of eligible workers who can receive premium pay without a written justification while maintaining a focus on lower-income and frontline workers performing essential work.

Water, Sewer & Broadband Infrastructure

The final rule significantly broadens eligible broadband infrastructure investments to address challenges with broadband access, affordability, and reliability, and adds additional eligible water and sewer infrastructure investments, including a broader range of lead remediation and stormwater management projects.

FINAL RULE EFFECTIVE DATE

The final rule takes effect on April 1, 2022. Until that time, the interim final rule remains in effect; funds used consistently with the IFR while it is in effect are in compliance with the SLFRF program.

However, recipients can choose to take advantage of the final rule’s flexibilities and simplifications now, even ahead of the effective date. Treasury will not take action to enforce the interim final rule to the extent that a use of funds is consistent with the terms of the final rule, regardless of when the SLFRF funds were used. Recipients may consult the *Statement Regarding Compliance with the Coronavirus State and Local Fiscal Recovery Funds Interim Final Rule and Final Rule*, which can be found on Treasury’s website, for more information on compliance with the interim final rule and the final rule.



Overview of the Program

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program provides substantial flexibility for each jurisdiction to meet local needs within the four separate eligible use categories. This Overview of the Final Rule addresses the four eligible use categories ordered from the broadest and most flexible to the most specific.

Recipients may use SLFRF funds to:

- **Replace lost public sector revenue**, using this funding to provide government services up to the amount of revenue loss due to the pandemic.
 - Recipients may determine their revenue loss by choosing between two options:
 - A standard allowance of up to \$10 million in aggregate, not to exceed their award amount, during the program;
 - Calculating their jurisdiction's specific revenue loss each year using Treasury's formula, which compares actual revenue to a counterfactual trend.
 - Recipients may use funds up to the amount of revenue loss for government services; generally, services traditionally provided by recipient governments are government services, unless Treasury has stated otherwise.
- **Support the COVID-19 public health and economic response** by addressing COVID-19 and its impact on public health as well as addressing economic harms to households, small businesses, nonprofits, impacted industries, and the public sector.
 - Recipients can use funds for programs, services, or capital expenditures that respond to the public health and negative economic impacts of the pandemic.
 - To provide simple and clear eligible uses of funds, Treasury provides a list of enumerated uses that recipients can provide to households, populations, or classes (i.e., groups) that experienced pandemic impacts.
 - Public health eligible uses include COVID-19 mitigation and prevention, medical expenses, behavioral healthcare, and preventing and responding to violence.
 - Eligible uses to respond to negative economic impacts are organized by the type of beneficiary: assistance to households, small businesses, and nonprofits.
 - Each category includes assistance for "impacted" and "disproportionately impacted" classes: impacted classes experienced the general, broad-based impacts of the pandemic, while disproportionately impacted classes faced meaningfully more severe impacts, often due to preexisting disparities.
 - To simplify administration, the final rule presumes that some populations and groups were impacted or disproportionately impacted and are eligible for responsive services.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



- Eligible uses for assistance to impacted households include aid for re-employment, job training, food, rent, mortgages, utilities, affordable housing development, childcare, early education, addressing learning loss, and many more uses.
- Eligible uses for assistance to impacted small businesses or nonprofits include loans or grants to mitigate financial hardship, technical assistance for small businesses, and many more uses.
- Recipients can also provide assistance to impacted industries like travel, tourism, and hospitality that faced substantial pandemic impacts, or address impacts to the public sector, for example by re-hiring public sector workers cut during the crisis.
- Recipients providing funds for enumerated uses to populations and groups that Treasury has presumed eligible are clearly operating consistently with the final rule. Recipients can also identify (1) other populations or groups, beyond those presumed eligible, that experienced pandemic impacts or disproportionate impacts and (2) other programs, services, or capital expenditures, beyond those enumerated, to respond to those impacts.
- **Provide premium pay for eligible workers performing essential work**, offering additional support to those who have and will bear the greatest health risks because of their service in critical sectors.
 - Recipients may provide premium pay to eligible workers – generally those working in-person in key economic sectors – who are below a wage threshold or non-exempt from the Fair Labor Standards Act overtime provisions, or if the recipient submits justification that the premium pay is responsive to workers performing essential work.
- **Invest in water, sewer, and broadband infrastructure**, making necessary investments to improve access to clean drinking water, to support vital wastewater and stormwater infrastructure, and to expand affordable access to broadband internet.
 - Recipients may fund a broad range of water and sewer projects, including those eligible under the EPA’s Clean Water State Revolving Fund, EPA’s Drinking Water State Revolving Fund, and certain additional projects, including a wide set of lead remediation, stormwater infrastructure, and aid for private wells and septic units.
 - Recipients may fund high-speed broadband infrastructure in areas of need that the recipient identifies, such as areas without access to adequate speeds, affordable options, or where connections are inconsistent or unreliable; completed projects must participate in a low-income subsidy program.

While recipients have considerable flexibility to use funds to address the diverse needs of their communities, some restrictions on use apply across all eligible use categories. These include:

- **For states and territories:** No offsets of a reduction in net tax revenue resulting from a change in state or territory law.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



- **For all recipients except for Tribal governments:** No extraordinary contributions to a pension fund for the purpose of reducing an accrued, unfunded liability.
- **For all recipients:** No payments for debt service and replenishments of rainy day funds; no satisfaction of settlements and judgments; no uses that contravene or violate the American Rescue Plan Act, Uniform Guidance conflicts of interest requirements, and other federal, state, and local laws and regulations.

Under the SLFRF program, funds must be used for costs incurred on or after March 3, 2021. Further, funds must be obligated by December 31, 2024, and expended by December 31, 2026. This time period, during which recipients can expend SLFRF funds, is the “period of performance.”

In addition to SLFRF, the American Rescue Plan includes other sources of funding for state and local governments, including the [Coronavirus Capital Projects Fund](#) to fund critical capital investments including broadband infrastructure; the [Homeowner Assistance Fund](#) to provide relief for our country’s most vulnerable homeowners; the [Emergency Rental Assistance Program](#) to assist households that are unable to pay rent or utilities; and the [State Small Business Credit Initiative](#) to fund small business credit expansion initiatives. Eligible recipients are encouraged to visit the Treasury website for more information.



Replacing Lost Public Sector Revenue

The Coronavirus State and Local Fiscal Recovery Funds provide needed fiscal relief for recipients that have experienced revenue loss due to the onset of the COVID-19 public health emergency. Specifically, SLFRF funding may be used to pay for “government services” in an amount equal to the revenue loss experienced by the recipient due to the COVID-19 public health emergency.

Government services generally include any service traditionally provided by a government, including construction of roads and other infrastructure, provision of public safety and other services, and health and educational services. Funds spent under government services are subject to streamlined reporting and compliance requirements.

In order to use funds under government services, recipients should first determine revenue loss. They may, then, spend up to that amount on general government services.

DETERMINING REVENUE LOSS

Recipients have two options for how to determine their amount of revenue loss. Recipients must choose one of the two options and cannot switch between these approaches after an election is made.

1. Recipients may elect a “standard allowance” of \$10 million to spend on government services through the period of performance.

Under this option, which is newly offered in the final rule Treasury presumes that up to \$10 million in revenue has been lost due to the public health emergency and recipients are permitted to use that amount (not to exceed the award amount) to fund “government services.” The standard allowance provides an estimate of revenue loss that is based on an extensive analysis of average revenue loss across states and localities, and offers a simple, convenient way to determine revenue loss, particularly for SLFRF’s smallest recipients.

All recipients may elect to use this standard allowance instead of calculating lost revenue using the formula below, including those with total allocations of \$10 million or less. Electing the standard allowance does not increase or decrease a recipient’s total allocation.

2. Recipients may calculate their actual revenue loss according to the formula articulated in the final rule.

Under this option, recipients calculate revenue loss at four distinct points in time, either at the end of each calendar year (e.g., December 31 for years 2020, 2021, 2022, and 2023) or the end of each fiscal year of the recipient. Under the flexibility provided in the final rule, recipients can choose whether to use calendar or fiscal year dates but must be consistent throughout the period of performance. Treasury has also provided several adjustments to the definition of general revenue in the final rule.

To calculate revenue loss at each of these dates, recipients must follow a four-step process:



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- a. Calculate revenues collected in the most recent full fiscal year prior to the public health emergency (i.e., last full fiscal year before January 27, 2020), called the *base year revenue*.
- b. Estimate *counterfactual revenue*, which is equal to the following formula, where n is the number of months elapsed since the end of the base year to the calculation date:

$$\text{base year revenue} \times (1 + \text{growth adjustment})^{\frac{n}{12}}$$

The *growth adjustment* is the greater of either a standard growth rate—5.2 percent—or the recipient’s average annual revenue growth in the last full three fiscal years prior to the COVID-19 public health emergency.

- c. Identify *actual revenue*, which equals revenues collected over the twelve months immediately preceding the calculation date.

Under the final rule, recipients must adjust actual revenue totals for the effect of tax cuts and tax increases that are adopted after the date of adoption of the final rule (January 6, 2022). Specifically, the estimated fiscal impact of tax cuts and tax increases adopted after January 6, 2022, must be added or subtracted to the calculation of actual revenue for purposes of calculation dates that occur on or after April 1, 2022.

Recipients may subtract from their calculation of actual revenue the effect of tax increases enacted prior to the adoption of the final rule. Note that recipients that elect to remove the effect of tax increases enacted before the adoption of the final rule must also remove the effect of tax decreases enacted before the adoption of the final rule, such that they are accurately removing the effect of tax policy changes on revenue.

- d. Revenue loss for the calculation date is equal to *counterfactual revenue* minus *actual revenue* (adjusted for tax changes) for the twelve-month period. If actual revenue exceeds counterfactual revenue, the loss is set to zero for that twelve-month period. Revenue loss for the period of performance is the sum of the revenue loss on for each calculation date.

The supplementary information in the final rule provides an example of this calculation, which recipients may find helpful, in the Revenue Loss section.



SPENDING ON GOVERNMENT SERVICES

Recipients can use SLFRF funds on government services up to the revenue loss amount, whether that be the standard allowance amount or the amount calculated using the above approach. **Government services generally include *any service traditionally provided by a government***, unless Treasury has stated otherwise. Here are some common examples, although this list is not exhaustive:

- ✓ Construction of schools and hospitals
- ✓ Road building and maintenance, and other infrastructure
- ✓ Health services
- ✓ General government administration, staff, and administrative facilities
- ✓ Environmental remediation
- ✓ Provision of police, fire, and other public safety services (including purchase of fire trucks and police vehicles)

Government services is the most flexible eligible use category under the SLFRF program, and funds are subject to streamlined reporting and compliance requirements. Recipients should be mindful that certain restrictions, which are detailed further in the Restrictions on Use section and apply to all uses of funds, apply to government services as well.



Responding to Public Health and Economic Impacts of COVID-19

The Coronavirus State and Local Fiscal Recovery Funds provide resources for governments to meet the public health and economic needs of those impacted by the pandemic in their communities, as well as address longstanding health and economic disparities, which amplified the impact of the pandemic in disproportionately impacted communities, resulting in more severe pandemic impacts.

The eligible use category to respond to public health and negative economic impacts is organized around the types of assistance a recipient may provide and includes several sub-categories:

- public health,
- assistance to households,
- assistance to small businesses,
- assistance to nonprofits,
- aid to impacted industries, and
- public sector capacity.

In general, to identify eligible uses of funds in this category, recipients should (1) identify a COVID-19 public health or economic impact on an individual or class (i.e., a group) and (2) design a program that responds to that impact. Responses should be related and reasonably proportional to the harm identified and reasonably designed to benefit those impacted.

To provide simple, clear eligible uses of funds that meet this standard, Treasury provides a non-exhaustive list of enumerated uses that respond to pandemic impacts. Treasury also presumes that some populations experienced pandemic impacts and are eligible for responsive services. In other words, recipients providing enumerated uses of funds to populations presumed eligible are clearly operating consistently with the final rule.¹

Recipients also have broad flexibility to (1) identify and respond to other pandemic impacts and (2) serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients can also identify groups or “classes” of beneficiaries that experienced pandemic impacts and provide services to those classes.

¹ However, please note that use of funds for enumerated uses may not be grossly disproportionate to the harm. Further, recipients should consult the Capital Expenditures section for more information about pursuing a capital expenditure; please note that enumerated capital expenditures are not presumed to be reasonably proportional responses to an identified harm except as provided in the Capital Expenditures section.



Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	- Can identify impact to a specific household, business or nonprofit or to a class of households, businesses, or nonprofits (i.e., group) - Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class	- Types of responses can include a program, service, or capital expenditure - Response should be related and reasonably proportional to the harm - Response should also be reasonably designed to benefit impacted individual or class
Simplifying Presumptions	Final Rule presumes certain populations and classes are impacted and disproportionately impacted	Final Rule provides non-exhaustive list of enumerated eligible uses that respond to pandemic impacts and disproportionate impacts

To assess eligibility of uses of funds, recipients should first determine the sub-category where their use of funds may fit (e.g., public health, assistance to households, assistance to small businesses), based on the entity that experienced the health or economic impact.² Then, recipients should refer to the relevant section for more details on each sub-category.

While the same overall eligibility standard applies to all uses of funds to respond to the public health and negative economic impacts of the pandemic, each sub-category has specific nuances on its application. In addition:

- Recipients interested in using funds for capital expenditures (i.e., investments in property, facilities, or equipment) should review the Capital Expenditures section in addition to the eligible use sub-category.
- Recipients interested in other uses of funds, beyond the enumerated uses, should refer to the section on “Framework for Eligible Uses Beyond Those Enumerated.”

² For example, a recipient interested in providing aid to unemployed individuals is addressing a negative economic impact experienced by a household and should refer to the section on assistance to households. Recipients should also be aware of the difference between “beneficiaries” and “sub-recipients.” Beneficiaries are households, small businesses, or nonprofits that can receive assistance based on impacts of the pandemic that they experienced. On the other hand, sub-recipients are organizations that carry out eligible uses on behalf of a government, often through grants or contracts. Sub-recipients do not need to have experienced a negative economic impact of the pandemic; rather, they are providing services to beneficiaries that experienced an impact.



RESPONDING TO THE PUBLIC HEALTH EMERGENCY

While the country has made tremendous progress in the fight against COVID-19, including a historic vaccination campaign, the disease still poses a grave threat to Americans' health and the economy. Providing state, local, and Tribal governments the resources needed to fight the COVID-19 pandemic is a core goal of the Coronavirus State and Local Fiscal Recovery Funds, as well as addressing the other ways that the pandemic has impacted public health. Treasury has identified several public health impacts of the pandemic and enumerated uses of funds to respond to impacted populations.

- **COVID-19 mitigation and prevention.** The pandemic has broadly impacted Americans and recipients can provide services to prevent and mitigate COVID-19 to the general public or to small businesses, nonprofits, and impacted industries in general. Enumerated eligible uses include:
 - ✓ Vaccination programs, including vaccine incentives and vaccine sites
 - ✓ Testing programs, equipment and sites
 - ✓ Monitoring, contact tracing & public health surveillance (e.g., monitoring for variants)
 - ✓ Public communication efforts
 - ✓ Public health data systems
 - ✓ COVID-19 prevention and treatment equipment, such as ventilators and ambulances
 - ✓ Medical and PPE/protective supplies
 - ✓ Support for isolation or quarantine
 - ✓ Ventilation system installation and improvement
 - ✓ Technical assistance on mitigation of COVID-19 threats to public health and safety
 - ✓ Transportation to reach vaccination or testing sites, or other prevention and mitigation services for vulnerable populations
 - ✓ Support for prevention, mitigation, or other services in congregate living facilities, public facilities, and schools
 - ✓ Support for prevention and mitigation strategies in small businesses, nonprofits, and impacted industries
 - ✓ Medical facilities generally dedicated to COVID-19 treatment and mitigation (e.g., ICUs, emergency rooms)
 - ✓ Temporary medical facilities and other measures to increase COVID-19 treatment capacity
 - ✓ Emergency operations centers & emergency response equipment (e.g., emergency response radio systems)
 - ✓ Public telemedicine capabilities for COVID-19 related treatment



- **Medical expenses.** Funds may be used for expenses to households, medical providers, or others that incurred medical costs due to the pandemic, including:
 - ✓ Unreimbursed expenses for medical care for COVID-19 testing or treatment, such as uncompensated care costs for medical providers or out-of-pocket costs for individuals
 - ✓ Paid family and medical leave for public employees to enable compliance with COVID-19 public health precautions
 - ✓ Emergency medical response expenses
 - ✓ Treatment of long-term symptoms or effects of COVID-19

- **Behavioral health care, such as mental health treatment, substance use treatment, and other behavioral health services.** Treasury recognizes that the pandemic has broadly impacted Americans' behavioral health and recipients can provide these services to the general public to respond. Enumerated eligible uses include:
 - ✓ Prevention, outpatient treatment, inpatient treatment, crisis care, diversion programs, outreach to individuals not yet engaged in treatment, harm reduction & long-term recovery support
 - ✓ Enhanced behavioral health services in schools
 - ✓ Services for pregnant women or infants born with neonatal abstinence syndrome
 - ✓ Support for equitable access to reduce disparities in access to high-quality treatment
 - ✓ Peer support groups, costs for residence in supportive housing or recovery housing, and the 988 National Suicide Prevention Lifeline or other hotline services
 - ✓ Expansion of access to evidence-based services for opioid use disorder prevention, treatment, harm reduction, and recovery
 - ✓ Behavioral health facilities & equipment

- **Preventing and responding to violence.** Recognizing that violence – and especially gun violence – has increased in some communities due to the pandemic, recipients may use funds to respond in these communities through:
 - ✓ Referrals to trauma recovery services for victims of crime
 - ✓ Community violence intervention programs, including:
 - Evidence-based practices like focused deterrence, with wraparound services such as behavioral therapy, trauma recovery, job training, education, housing and relocation services, and financial assistance
 - ✓ In communities experiencing increased gun violence due to the pandemic:
 - Law enforcement officers focused on advancing community policing
 - Enforcement efforts to reduce gun violence, including prosecution
 - Technology & equipment to support law enforcement response



RESPONDING TO NEGATIVE ECONOMIC IMPACTS

The pandemic caused severe economic damage and, while the economy is on track to a strong recovery, much work remains to continue building a robust, resilient, and equitable economy in the wake of the crisis and to ensure that the benefits of this recovery reach all Americans. While the pandemic impacted millions of American households and businesses, some of its most severe impacts fell on low-income and underserved communities, where pre-existing disparities amplified the impact of the pandemic and where the most work remains to reach a full recovery.

The final rule recognizes that the pandemic caused broad-based impacts that affected many communities, households, and small businesses across the country; for example, many workers faced unemployment and many small businesses saw declines in revenue. The final rule describes these as “impacted” households, communities, small businesses, and nonprofits.

At the same time, the pandemic caused disproportionate impacts, or more severe impacts, in certain communities. For example, low-income and underserved communities have faced more severe health and economic outcomes like higher rates of COVID-19 mortality and unemployment, often because pre-existing disparities exacerbated the impact of the pandemic. The final rule describes these as “disproportionately impacted” households, communities, small businesses, and nonprofits.

To simplify administration of the program, the final rule presumes that certain populations were “impacted” and “disproportionately impacted” by the pandemic; these populations are presumed to be eligible for services that respond to the impact they experienced. The final rule also enumerates a non-exhaustive list of eligible uses that are recognized as responsive to the impacts or disproportionate impacts of COVID-19. Recipients providing enumerated uses to populations presumed eligible are clearly operating consistently with the final rule.

As discussed further in the section Framework for Eligible Uses Beyond Those Enumerated, recipients can also identify other pandemic impacts, impacted or disproportionately impacted populations or classes, and responses.

However, note that the final rule maintains that general infrastructure projects, including roads, streets, and surface transportation infrastructure, would generally not be eligible under this eligible use category, unless the project responded to a specific pandemic public health need or a specific negative economic impact. Similarly, general economic development or workforce development – activities that do not respond to negative economic impacts of the pandemic but rather seek to more generally enhance the jurisdiction’s business climate – would generally not be eligible under this eligible use category.



Assistance to Households

Impacted Households and Communities

Treasury presumes the following households and communities are impacted by the pandemic:

- ✓ Low- or-moderate income households or communities
- ✓ Households that experienced unemployment
- ✓ Households that experienced increased food or housing insecurity
- ✓ Households that qualify for the Children's Health Insurance Program, Childcare Subsidies through the Child Care Development Fund (CCDF) Program, or Medicaid
- ✓ *When providing affordable housing programs:* households that qualify for the National Housing Trust Fund and Home Investment Partnerships Program
- ✓ *When providing services to address lost instructional time in K-12 schools:* any student that lost access to in-person instruction for a significant period of time

Low- or moderate-income households and communities are those with (i) income at or below 300 percent of the Federal Poverty Guidelines for the size of the household based on the most recently published poverty guidelines or (ii) income at or below 65 percent of the area median income for the county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines are higher than the area's median income and using the Federal Poverty Guidelines would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the response they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$65,880 per year.³ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is impacted by the pandemic and eligible for services to respond. Additionally, by following the steps detailed in the section Framework for Eligible Uses Beyond Those Enumerated, recipients may designate additional households as impacted or disproportionately impacted beyond these presumptions, and may also pursue projects not listed below in response to these impacts consistent with Treasury's standards.

³ For recipients in Alaska, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$82,350 per year. For recipients in Hawaii, the income limit for 300 percent of the Federal Poverty Guidelines for a household of three is \$75,780 per year.



Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to impacts of the pandemic on households and communities:

- ✓ Food assistance & food banks
- ✓ Emergency housing assistance: rental assistance, mortgage assistance, utility assistance, assistance paying delinquent property taxes, counseling and legal aid to prevent eviction and homelessness & emergency programs or services for homeless individuals, including temporary residences for people experiencing homelessness
- ✓ Health insurance coverage expansion
- ✓ Benefits for surviving family members of individuals who have died from COVID-19
- ✓ Assistance to individuals who want and are available for work, including job training, public jobs programs and fairs, support for childcare and transportation to and from a jobsite or interview, incentives for newly-employed workers, subsidized employment, grants to hire underserved workers, assistance to unemployed individuals to start small businesses & development of job and workforce training centers
- ✓ Financial services for the unbanked and underbanked
- ✓ Burials, home repair & home weatherization
- ✓ Programs, devices & equipment for internet access and digital literacy, including subsidies for costs of access
- ✓ Cash assistance
- ✓ Paid sick, medical, and family leave programs
- ✓ Assistance in accessing and applying for public benefits or services
- ✓ Childcare and early learning services, home visiting programs, services for child welfare-involved families and foster youth & childcare facilities
- ✓ Assistance to address the impact of learning loss for K-12 students (e.g., high-quality tutoring, differentiated instruction)
- ✓ Programs or services to support long-term housing security: including development of affordable housing and permanent supportive housing
- ✓ Certain contributions to an Unemployment Insurance Trust Fund⁴

⁴ Recipients may only use SLFRF funds for contributions to unemployment insurance trust funds and repayment of the principal amount due on advances received under Title XII of the Social Security Act up to an amount equal to (i) the difference between the balance in the recipient's unemployment insurance trust fund as of January 27, 2020 and the balance of such account as of May 17, 2021, plus (ii) the principal amount outstanding as of May 17, 2021 on any advances received under Title XII of the Social Security Act between January 27, 2020 and May 17, 2021. Further, recipients may use SLFRF funds for the payment of any interest due on such Title XII advances. Additionally, a recipient that deposits SLFRF funds into its unemployment insurance trust fund to fully restore the pre-pandemic balance may not draw down that balance and deposit more SLFRF funds, back up to the pre-pandemic balance. Recipients that deposit SLFRF funds into an unemployment insurance trust fund, or use SLFRF funds to repay principal on Title XII advances, may not take action to reduce benefits available to unemployed workers by changing the computation method governing regular unemployment compensation in a way that results in a reduction of average weekly benefit amounts or the number of weeks of benefits payable (i.e., maximum benefit entitlement).



Disproportionately Impacted Households and Communities

Treasury presumes the following households and communities are disproportionately impacted by the pandemic:

- ✓ Low -income households and communities
- ✓ Households residing in Qualified Census Tracts
- ✓ Households that qualify for certain federal benefits⁵
- ✓ Households receiving services provided by Tribal governments
- ✓ Households residing in the U.S. territories or receiving services from these governments

Low-income households and communities are those with (i) income at or below 185 percent of the Federal Poverty Guidelines for the size of its household based on the most recently published poverty guidelines or (ii) income at or below 40 percent of area median income for its county and size of household based on the most recently published data. For the vast majority of communities, the Federal Poverty Guidelines level is higher than the area median income level and using this level would result in more households and communities being presumed eligible. Treasury has provided an easy-to-use spreadsheet with Federal Poverty Guidelines and area median income levels on its website.

Recipients can measure income for a specific household or the median income for the community, depending on whether the service they plan to provide serves specific households or the general community. The income thresholds vary by household size; recipients should generally use income thresholds for the appropriate household size but can use a default household size of three when easier for administration or when measuring income for a general community.

The income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$40,626 per year.⁶ In other words, recipients can always presume that a household earning below this level, or a community with median income below this level, is disproportionately impacted by the pandemic and eligible for services to respond.

⁵ These programs are Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Free- and Reduced-Price Lunch (NSLP) and/or School Breakfast (SBP) programs, Medicare Part D Low-Income Subsidies, Supplemental Security Income (SSI), Head Start and/or Early Head Start, Special Supplemental Nutrition Program for Women, Infants, and Children (WIC), Section 8 Vouchers, Low-Income Home Energy Assistance Program (LIHEAP), and Pell Grants. For services to address educational disparities, Treasury will recognize Title I eligible schools as disproportionately impacted and responsive services that support the school generally or support the whole school as eligible.

⁶ For recipients in Alaska, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$50,783 per year. For recipients in Hawaii, the income limit for 185 percent of the Federal Poverty Guidelines for a household of three is \$46,731 per year



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Treasury recognizes the enumerated projects below, which have been expanded under the final rule, as eligible to respond to disproportionate impacts of the pandemic on households and communities:

- ✓ Pay for community health workers to help households access health & social services
- ✓ Remediation of lead paint or other lead hazards
- ✓ Primary care clinics, hospitals, integration of health services into other settings, and other investments in medical equipment & facilities designed to address health disparities
- ✓ Housing vouchers & assistance relocating to neighborhoods with higher economic opportunity
- ✓ Investments in neighborhoods to promote improved health outcomes
- ✓ Improvements to vacant and abandoned properties, including rehabilitation or maintenance, renovation, removal and remediation of environmental contaminants, demolition or deconstruction, greening/vacant lot cleanup & conversion to affordable housing⁷
- ✓ Services to address educational disparities, including assistance to high-poverty school districts & educational and evidence-based services to address student academic, social, emotional, and mental health needs
- ✓ Schools and other educational equipment & facilities

⁷ Please see the final rule for further details and conditions applicable to this eligible use. This includes Treasury's presumption that demolition of vacant or abandoned residential properties that results in a net reduction in occupiable housing units for low- and moderate-income individuals in an area where the availability of such housing is lower than the need for such housing is ineligible for support with SLFRF funds.



Assistance to Small Businesses

Small businesses have faced widespread challenges due to the pandemic, including periods of shutdown, declines in revenue, or increased costs. The final rule provides many tools for recipients to respond to the impacts of the pandemic on small businesses, or disproportionate impacts on businesses where pre-existing disparities like lack of access to capital compounded the pandemic's effects.

Small businesses eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "small business," specifically:

1. Have no more than 500 employees, or if applicable, the size standard in number of employees [established](#) by the Administrator of the Small Business Administration for the industry in which the business concern or organization operates, and
2. Are a small business concern as defined in section 3 of the Small Business Act⁸ (which includes, among other requirements, that the business is independently owned and operated and is not dominant in its field of operation).

Impacted Small Businesses

Recipients can identify small businesses impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- | | |
|---------------------------------------|--|
| ✓ Decreased revenue or gross receipts | ✓ Capacity to weather financial hardship |
| ✓ Financial insecurity | ✓ Challenges covering payroll, rent or mortgage, and other operating costs |
| ✓ Increased costs | |

Assistance to small businesses that experienced negative economic impacts includes the following enumerated uses:

- | | |
|---|--|
| ✓ Loans or grants to mitigate financial hardship, such as by supporting payroll and benefits, costs to retain employees, and mortgage, rent, utility, and other operating costs | ✓ Technical assistance, counseling, or other services to support business planning |
|---|--|

Disproportionately Impacted Small Businesses

Treasury presumes that the following small businesses are disproportionately impacted by the pandemic:

⁸ 15 U.S.C. 632.



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- ✓ Small businesses operating in Qualified Census Tracts
- ✓ Small businesses operated by Tribal governments or on Tribal lands
- ✓ Small businesses operating in the U.S. territories

Assistance to disproportionately impacted small businesses includes the following enumerated uses, which have been expanded under the final rule:

- ✓ Rehabilitation of commercial properties, storefront improvements & façade improvements
- ✓ Technical assistance, business incubators & grants for start-up or expansion costs for small businesses
- ✓ Support for microbusinesses, including financial, childcare, and transportation costs



Assistance to Nonprofits

Nonprofits have faced significant challenges due to the pandemic's increased demand for services and changing operational needs, as well as declines in revenue sources such as donations and fees.

Nonprofits eligible for assistance are those that experienced negative economic impacts or disproportionate impacts of the pandemic and meet the definition of "nonprofit"—specifically those that are 501(c)(3) or 501(c)(19) tax-exempt organizations.

Impacted Nonprofits

Recipients can identify nonprofits impacted by the pandemic, and measures to respond, in many ways; for example, recipients could consider:

- ✓ Decreased revenue (e.g., from donations and fees)
- ✓ Financial insecurity
- ✓ Increased costs (e.g., uncompensated increases in service need)
- ✓ Capacity to weather financial hardship
- ✓ Challenges covering payroll, rent or mortgage, and other operating costs

Assistance to nonprofits that experienced negative economic impacts includes the following enumerated uses:

- ✓ Loans or grants to mitigate financial hardship
- ✓ Technical or in-kind assistance or other services that mitigate negative economic impacts of the pandemic

Disproportionately Impacted Nonprofits

Treasury presumes that the following nonprofits are disproportionately impacted by the pandemic:

- ✓ Nonprofits operating in Qualified Census Tracts
- ✓ Nonprofits operated by Tribal governments or on Tribal lands
- ✓ Nonprofits operating in the U.S. territories

Recipients may identify appropriate responses that are related and reasonably proportional to addressing these disproportionate impacts.



Aid to Impacted Industries

Recipients may use SLFRF funding to provide aid to industries impacted by the COVID-19 pandemic. Recipients should first designate an impacted industry and then provide aid to address the impacted industry's negative economic impact.

This sub-category of eligible uses does not separately identify disproportionate impacts and corresponding responsive services.

1. Designating an impacted industry. There are two main ways an industry can be designated as "impacted."

1. If the industry is in the travel, tourism, or hospitality sectors (including Tribal development districts), the industry is impacted.
2. If the industry is outside the travel, tourism, or hospitality sectors, the industry is impacted if:
 - a. The industry experienced at least 8 percent employment loss from pre-pandemic levels,⁹ or
 - b. The industry is experiencing comparable or worse economic impacts as the national tourism, travel, and hospitality industries as of the date of the final rule, based on the totality of economic indicators or qualitative data (if quantitative data is unavailable), and if the impacts were generally due to the COVID-19 public health emergency.

Recipients have flexibility to define industries broadly or narrowly, but Treasury encourages recipients to define narrow and discrete industries eligible for aid. State and territory recipients also have flexibility to define the industries with greater geographic precision; for example, a state may identify a particular industry in a certain region of a state as impacted.

2. Providing eligible aid to the impacted industry. Aid may only be provided to support businesses, attractions, and Tribal development districts operating prior to the pandemic and affected by required closures and other efforts to contain the pandemic. Further, aid should be generally broadly available to all businesses within the impacted industry to avoid potential conflicts of interest, and Treasury encourages aid to be first used for operational expenses, such as payroll, before being used on other types of costs.

⁹ Specifically, a recipient should compare the percent change in the number of employees of the recipient's identified industry and the national Leisure & Hospitality sector in the three months before the pandemic's most severe impacts began (a straight three-month average of seasonally-adjusted employment data from December 2019, January 2020, and February 2020) with the latest data as of the final rule (a straight three-month average of seasonally-adjusted employment data from September 2021, October 2021, and November 2021). For parity and simplicity, smaller recipients without employment data that measure industries in their specific jurisdiction may use data available for a broader unit of government for this calculation (e.g., a county may use data from the state in which it is located; a city may use data for the county, if available, or state in which it is located) solely for purposes of determining whether a particular industry is an impacted industry.



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Treasury recognizes the enumerated projects below as eligible responses to impacted industries.

- ✓ Aid to mitigate financial hardship, such as supporting payroll costs, lost pay and benefits for returning employees, support of operations and maintenance of existing equipment and facilities
- ✓ Technical assistance, counseling, or other services to support business planning
- ✓ COVID-19 mitigation and infection prevention measures (see section Public Health)

As with all eligible uses, recipients may pursue a project not listed above by undergoing the steps outlined in the section Framework for Eligible Uses Beyond Those Enumerated.



PUBLIC SECTOR CAPACITY

Recipients may use SLFRF funding to restore and bolster public sector capacity, which supports government's ability to deliver critical COVID-19 services. There are three main categories of eligible uses to bolster public sector capacity and workforce: Public Safety, Public Health, and Human Services Staff; Government Employment and Rehiring Public Sector Staff; and Effective Service Delivery.

Public Safety, Public Health, and Human Services Staff

SLFRF funding may be used for payroll and covered benefits for public safety, public health, health care, human services and similar employees of a recipient government, for the portion of the employee's time spent responding to COVID-19. Recipients should follow the steps below.

1. **Identify eligible public safety, public health, and human services staff.** Public safety staff include:

- ✓ Police officers (including state police officers)
- ✓ Sheriffs and deputy sheriffs
- ✓ Firefighters
- ✓ Emergency medical responders
- ✓ Correctional and detention officers
- ✓ Dispatchers and supervisor personnel that directly support public safety staff

Public health staff include:

- ✓ Employees involved in providing medical and other physical or mental health services to patients and supervisory personnel, including medical staff assigned to schools, prisons, and other such institutions
- ✓ Laboratory technicians, medical examiners, morgue staff, and other support services essential for patient care
- ✓ Employees of public health departments directly engaged in public health matters and related supervisory personnel

Human services staff include:

- ✓ Employees providing or administering social services and public benefits
- ✓ Child welfare services employees
- ✓ Child, elder, or family care employees

2. **Assess portion of time spent on COVID-19 response for eligible staff.**

Recipients can use a variety of methods to assess the share of an employees' time spent responding to COVID-19, including using reasonable estimates—such as estimating the share of time based on discussions with staff and applying that share to all employees in that position.

For administrative convenience, recipients can consider public health and safety employees entirely devoted to responding to COVID-19 (and their payroll and benefits fully covered by SLFRF) if the



employee, or his or her operating unit or division, is “primarily dedicated” to responding to COVID-19. Primarily dedicated means that more than half of the employee, unit, or division’s time is dedicated to responding to COVID-19.

Recipients must periodically reassess their determination and maintain records to support their assessment, although recipients do not need to track staff hours.

3. **Use SLFRF funding for payroll and covered benefits for the portion of eligible staff time spent on COVID-19 response.** SLFRF funding may be used for payroll and covered benefits for the portion of the employees’ time spent on COVID-19 response, as calculated above, through the period of performance.

Government Employment and Rehiring Public Sector Staff

Under the increased flexibility of the final rule, SLFRF funding may be used to support a broader set of uses to restore and support public sector employment. Eligible uses include hiring up to a pre-pandemic baseline that is adjusted for historic underinvestment in the public sector, providing additional funds for employees who experienced pay cuts or were furloughed, avoiding layoffs, providing worker retention incentives, and paying for ancillary administrative costs related to hiring, support, and retention.

- **Restoring pre-pandemic employment.** Recipients have two options to restore pre-pandemic employment, depending on the recipient’s needs.
 - *If the recipient simply wants to hire back employees for pre-pandemic positions:* Recipients may use SLFRF funds to hire employees for the same positions that existed on January 27, 2020 but that were unfilled or eliminated as of March 3, 2021. Recipients may use SLFRF funds to cover payroll and covered benefits for such positions through the period of performance.
 - *If the recipient wants to hire above the pre-pandemic baseline and/or would like to have flexibility in positions:* Recipients may use SLFRF funds to pay for payroll and covered benefits associated with the recipient increasing its number of budgeted FTEs up to 7.5 percent above its pre-pandemic baseline. Specifically, recipients should undergo the following steps:
 - a. Identify the recipient’s budgeted FTE level on January 27, 2020. This includes all budgeted positions, filled and unfilled. This is called the *pre-pandemic baseline*.
 - b. Multiply the pre-pandemic baseline by 1.075. This is called the *adjusted pre-pandemic baseline*.
 - c. Identify the recipient’s budgeted FTE level on March 3, 2021, which is the beginning of the period of performance for SLFRF funds. Recipients may, but are not required to, exclude the number of FTEs dedicated to responding to the COVID-19 public health emergency. This is called the *actual number of FTEs*.
 - d. Subtract the *actual number of FTEs* from the *adjusted pre-pandemic baseline* to calculate the number of FTEs that can be covered by SLFRF funds. Recipients do not have to hire for the same roles that existed pre-pandemic.

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Recipients may use SLFRF funds to cover payroll and covered benefits through the period of performance; these employees must have begun their employment on or after March 3, 2021. Recipients may only use SLFRF funds for additional FTEs hired over the March 3, 2021 level (i.e., the *actual number of FTEs*).

- **Supporting and retaining public sector workers.** Recipients can also use funds in other ways that support the public sector workforce.¹⁰ These include:
 - **Providing additional funding for employees who experienced pay reductions or were furloughed** since the onset of the pandemic, up to the difference in the employee's pay, taking into account unemployment benefits received.
 - **Maintaining current compensation levels to prevent layoffs.** SLFRF funds may be used to maintain current compensation levels, with adjustments for inflation, in order to prevent layoffs that would otherwise be necessary.
 - **Providing worker retention incentives, including reasonable increases in compensation** to persuade employees to remain with the employer as compared to other employment options. Retention incentives must be entirely additive to an employee's regular compensation, narrowly tailored to need, and should not exceed incentives traditionally offered by the recipient or compensation that alternative employers may offer to compete for the employees. Treasury presumes that retention incentives that are less than 25 percent of the rate of base pay for an individual employee or 10 percent for a group or category of employees are reasonably proportional to the need to retain employees, as long as other requirements are met.
- **Covering administrative costs associated with administering the hiring, support, and retention programs above.**

Effective Service Delivery

SLFRF funding may be used to improve the efficacy of public health and economic programs through tools like program evaluation, data, and outreach, as well as to address administrative needs caused or exacerbated by the pandemic. Eligible uses include:

- **Supporting program evaluation, data, and outreach through:**

¹⁰ Recipients should be able to substantiate that these uses of funds are substantially due to the public health emergency or its negative economic impacts (e.g., fiscal pressures on state and local budgets) and respond to its impacts. See the final rule for details on these uses.



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- ✓ Program evaluation and evidence resources
 - ✓ Data analysis resources to gather, assess, share, and use data
 - ✓ Technology infrastructure to improve access to and the user experience of government IT systems, as well as technology improvements to increase public access and delivery of government programs and services
 - ✓ Community outreach and engagement activities
 - ✓ Capacity building resources to support using data and evidence, including hiring staff, consultants, or technical assistance support
- **Addressing administrative needs, including:**
 - ✓ Administrative costs for programs responding to the public health emergency and its economic impacts, including non-SLFRF and non-federally funded programs
 - ✓ Address administrative needs caused or exacerbated by the pandemic, including addressing backlogs caused by shutdowns, increased repair or maintenance needs, and technology infrastructure to adapt government operations to the pandemic (e.g., video-conferencing software, data and case management systems)



CAPITAL EXPENDITURES

As described above, the final rule clarifies that recipients may use funds for programs, services, and capital expenditures that respond to the public health and negative economic impacts of the pandemic. Any use of funds in this category for a capital expenditure must comply with the capital expenditure requirements, in addition to other standards for uses of funds.

Capital expenditures are subject to the same eligibility standard as other eligible uses to respond to the pandemic's public health and economic impacts; specifically, they must be related and reasonably proportional to the pandemic impact identified and reasonably designed to benefit the impacted population or class.

For ease of administration, the final rule identifies enumerated types of capital expenditures that Treasury has identified as responding to the pandemic's impacts; these are listed in the applicable sub-category of eligible uses (e.g., public health, assistance to households, etc.). Recipients may also identify other responsive capital expenditures. Similar to other eligible uses in the SLFRF program, no pre-approval is required for capital expenditures.

To guide recipients' analysis of whether a capital expenditure meets the eligibility standard, recipients (with the exception of Tribal governments) must complete and meet the requirements of a written justification for capital expenditures equal to or greater than \$1 million. For large-scale capital expenditures, which have high costs and may require an extended length of time to complete, as well as most capital expenditures for non-enumerated uses of funds, Treasury requires recipients to submit their written justification as part of regular reporting. Specifically:

If a project has total capital expenditures of	and the use is enumerated by Treasury as eligible, then	and the use is beyond those enumerated by Treasury as eligible, then
Less than \$1 million	No Written Justification required	No Written Justification required
Greater than or equal to \$1 million, but less than \$10 million	Written Justification required but recipients are not required to submit as part of regular reporting to Treasury	Written Justification required and recipients must submit as part of regular reporting to Treasury
\$10 million or more	Written Justification required and recipients must submit as part of regular reporting to Treasury	

A Written Justification includes:

- *Description of the harm or need to be addressed.* Recipients should provide a description of the specific harm or need to be addressed and why the harm was exacerbated or caused by the public health emergency. Recipients may provide quantitative information on the extent and the type of harm, such as the number of individuals or entities affected.

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- *Explanation of why a capital expenditure is appropriate.* For example, recipients should include an explanation of why existing equipment and facilities, or policy changes or additional funding to pertinent programs or services, would be inadequate.
- *Comparison of proposed capital project against at least two alternative capital expenditures and demonstration of why the proposed capital expenditure is superior.* Recipients should consider the effectiveness of the capital expenditure in addressing the harm identified and the expected total cost (including pre-development costs) against at least two alternative capital expenditures.

Where relevant, recipients should consider the alternatives of improving existing capital assets already owned or leasing other capital assets.

Treasury presumes that the following capital projects are generally ineligible:

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| <ul style="list-style-type: none"> ✖ Construction of new correctional facilities as a response to an increase in rate of crime ✖ Construction of new congregate facilities to decrease spread of COVID-19 in the facility | <ul style="list-style-type: none"> ✖ Construction of convention centers, stadiums, or other large capital projects intended for general economic development or to aid impacted industries |
|---|---|

In undertaking capital expenditures, Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.



FRAMEWORK FOR ELIGIBLE USES BEYOND THOSE ENUMERATED

As described above, recipients have broad flexibility to identify and respond to other pandemic impacts and serve other populations that experienced pandemic impacts, beyond the enumerated uses and presumed eligible populations. Recipients should undergo the following steps to decide whether their project is eligible:

Step	1. Identify COVID-19 public health or economic impact	2. Design a response that addresses or responds to the impact
Analysis	- Can identify impact to a specific household, business or nonprofit or to a class of households, businesses or nonprofits (i.e., group) - Can also identify disproportionate impacts, or more severe impacts, to a specific beneficiary or to a class	- Types of responses can include a program, service, or capital expenditure - Response should be related and reasonably proportional to the harm - Response should also be reasonably designed to benefit impacted individual or class

1. Identify a COVID-19 public health or negative economic impact on an individual or a class.

Recipients should identify an individual or class that is “impacted” or “disproportionately impacted” by the COVID-19 public health emergency or its negative economic impacts as well as the specific impact itself.

- “Impacted” entities are those impacted by the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency. For example, an individual who lost their job or a small business that saw lower revenue during a period of closure would both have experienced impacts of the pandemic.
- “Disproportionately impacted” entities are those that experienced disproportionate public health or economic outcomes from the pandemic; Treasury recognizes that pre-existing disparities, in many cases, amplified the impacts of the pandemic, causing more severe impacts in underserved communities. For example, a household living in a neighborhood with limited access to medical care and healthy foods may have faced health disparities before the pandemic, like a higher rate of chronic health conditions, that contributed to more severe health outcomes during the COVID-19 pandemic.

The recipient may choose to identify these impacts at either the individual level or at a class level. If the recipient is identifying impacts at the individual level, they should retain documentation supporting the impact the individual experienced (e.g., documentation of lost revenues from a small business). Such documentation can be streamlined in many cases (e.g., self-attestation that a household requires food assistance).

Recipients also have broad flexibility to identify a “class” – or a group of households, small businesses, or nonprofits – that experienced an impact. In these cases, the recipients should



first identify the class and the impact that it faced. Then, recipients only need to document that the individuals served fall within that class; recipients do not need to document a specific impact to each individual served. For example, a recipient could identify that restaurants in the downtown area faced substantial declines in revenue due to decreased foot traffic from workers; the recipient could develop a program to respond to the impact on that class and only needs to document that the businesses being served are restaurants in the downtown area.

Recipients should keep the following considerations in mind when designating a class:

- **There should be a relationship between the definition of the class and the proposed response.** Larger and less-specific classes are less likely to have experienced similar harms, which may make it more difficult to design a response that appropriately responds to those harms.
- **Classes may be determined on a population basis or on a geographic basis,** and the response should be appropriately matched. For example, a response might be designed to provide childcare to single parents, regardless of which neighborhood they live in, or a response might provide a park to improve the health of a disproportionately impacted neighborhood.
- **Recipients may designate classes that experienced disproportionate impact,** by assessing the impacts of the pandemic and finding that some populations experienced meaningfully more severe impacts than the general public. To determine these disproportionate impacts, recipients:
 - May designate classes based on academic research or government research publications (such as the citations provided in the supplementary information in the final rule), through analysis of their own data, or through analysis of other existing data sources.
 - May also consider qualitative research and sources to augment their analysis, or when quantitative data is not readily available. Such sources might include resident interviews or feedback from relevant state and local agencies, such as public health departments or social services departments.
 - Should consider the quality of the research, data, and applicability of analysis to their determination in all cases.
- **Some of the enumerated uses may also be appropriate responses to the impacts experienced by other classes of beneficiaries.** It is permissible for recipients to provide these services to other classes, so long as the recipient determines that the response is also appropriate for those groups.
- **Recipients may designate a class based on income level, including at levels higher than the final rule definition of "low- and moderate-income."** For example, a recipient may identify that households in their community with incomes above the final rule threshold for low-income nevertheless experienced disproportionate impacts from the pandemic and provide responsive services.

2. **Design a response that addresses or responds to the impact.** Programs, services, and other interventions must be reasonably designed to benefit the individual or class that experienced



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the impact. They must also be related and reasonably proportional to the extent and type of impact experienced. For example, uses that bear no relation or are grossly disproportionate to the type or extent of the impact would not be eligible.

“Reasonably proportional” refers to the scale of the response compared to the scale of the harm, as well as the targeting of the response to beneficiaries compared to the amount of harm they experienced; for example, it may not be reasonably proportional for a cash assistance program to provide a very small amount of aid to a group that experienced severe harm and a much larger amount to a group that experienced relatively little harm. Recipients should consider relevant factors about the harm identified and the response to evaluate whether the response is reasonably proportional. For example, recipients may consider the size of the population impacted and the severity, type, and duration of the impact. Recipients may also consider the efficacy, cost, cost-effectiveness, and time to delivery of the response.

For disproportionately impacted communities, recipients may design interventions that address broader pre-existing disparities that contributed to more severe health and economic outcomes during the pandemic, such as disproportionate gaps in access to health care or pre-existing disparities in educational outcomes that have been exacerbated by the pandemic.



Premium Pay

The Coronavirus State and Local Fiscal Recovery Funds may be used to provide premium pay to eligible workers performing essential work during the pandemic. Premium pay may be awarded to eligible workers up to \$13 per hour. Premium pay must be in addition to wages or remuneration (i.e., compensation) the eligible worker otherwise receives. Premium pay may not exceed \$25,000 for any single worker during the program.

Recipients should undergo the following steps to provide premium pay to eligible workers.

1. **Identify an “eligible” worker.** Eligible workers include workers “needed to maintain continuity of operations of essential critical infrastructure sectors.” These sectors and occupations are eligible:

- | | |
|--|---|
| ✓ Health care | ✓ State, local, or Tribal government workforce |
| ✓ Emergency response | ✓ Workers providing vital services to Tribes |
| ✓ Sanitation, disinfection & cleaning | ✓ Educational, school nutrition, and other work required to operate a school facility |
| ✓ Maintenance | ✓ Laundry |
| ✓ Grocery stores, restaurants, food production, and food delivery | ✓ Elections |
| ✓ Pharmacy | ✓ Solid waste or hazardous materials management, response, and cleanup |
| ✓ Biomedical research | ✓ Work requiring physical interaction with patients |
| ✓ Behavioral health | ✓ Dental care |
| ✓ Medical testing and diagnostics | ✓ Transportation and warehousing |
| ✓ Home and community-based health care or assistance with activities of daily living | ✓ Hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment |
| ✓ Family or child care | |
| ✓ Social services | |
| ✓ Public health | |
| ✓ Mortuary | |
| ✓ Critical clinical research, development, and testing necessary for COVID-19 response | |

Beyond this list, the chief executive (or equivalent) of a recipient government may designate additional non-public sectors as critical so long as doing so is necessary to protecting the health and wellbeing of the residents of such jurisdictions.

2. **Verify that the eligible worker performs “essential work,”** meaning work that:

- Is not performed while teleworking from a residence; and
- Involves either:
 - a. regular, in-person interactions with patients, the public, or coworkers of the individual that is performing the work; or
 - b. regular physical handling of items that were handled by, or are to be handled by, patients, the public, or coworkers of the individual that is performing the work.



3. Confirm that the premium pay “responds to” workers performing essential work during the COVID-19 public health emergency. Under the final rule, which broadened the share of eligible workers who can receive premium pay without a written justification, recipients may meet this requirement in one of three ways:

- Eligible worker receiving premium pay is earning (with the premium included) at or below 150 percent of their residing state or county’s average annual wage for all occupations, as defined by the Bureau of Labor Statistics’ [Occupational Employment and Wage Statistics](#), whichever is higher, on an annual basis; or
- Eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions; or
- If a worker does not meet either of the above requirements, the recipient must submit written justification to Treasury detailing how the premium pay is otherwise responsive to workers performing essential work during the public health emergency. This may include a description of the essential worker’s duties, health, or financial risks faced due to COVID-19, and why the recipient determined that the premium pay was responsive. Treasury anticipates that recipients will easily be able to satisfy the justification requirement for front-line workers, like nurses and hospital staff.

Premium pay may be awarded in installments or lump sums (e.g., monthly, quarterly, etc.) and may be awarded to hourly, part-time, or salaried or non-hourly workers. Premium pay must be paid in addition to wages already received and may be paid retrospectively. A recipient may not use SLFRF to merely reimburse itself for premium pay or hazard pay already received by the worker, and premium pay may not be paid to volunteers.



Water & Sewer Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in water and sewer infrastructure. State, local, and Tribal governments have a tremendous need to address the consequences of deferred maintenance in drinking water systems and removal, management, and treatment of sewage and stormwater, along with additional resiliency measures needed to adapt to climate change.

Recipients may undertake the eligible projects below:

PROJECTS ELIGIBLE UNDER EPA'S CLEAN WATER STATE REVOLVING FUND (CWSRF)

Eligible projects under the CWSRF, and the final rule, include:

- ✓ Construction of publicly owned treatment works
- ✓ Projects pursuant to implementation of a nonpoint source pollution management program established under the Clean Water Act (CWA)
- ✓ Decentralized wastewater treatment systems that treat municipal wastewater or domestic sewage
- ✓ Management and treatment of stormwater or subsurface drainage water
- ✓ Water conservation, efficiency, or reuse measures
- ✓ Development and implementation of a conservation and management plan under the CWA
- ✓ Watershed projects meeting the criteria set forth in the CWA
- ✓ Energy consumption reduction for publicly owned treatment works
- ✓ Reuse or recycling of wastewater, stormwater, or subsurface drainage water
- ✓ Security of publicly owned treatment works

Treasury encourages recipients to review the EPA handbook for the [CWSRF](#) for a full list of eligibilities.

PROJECTS ELIGIBLE UNDER EPA'S DRINKING WATER STATE REVOLVING FUND (DWSRF)

Eligible drinking water projects under the DWSRF, and the final rule, include:

- ✓ Facilities to improve drinking water quality
- ✓ Transmission and distribution, including improvements of water pressure or prevention of contamination in infrastructure and lead service line replacements
- ✓ New sources to replace contaminated drinking water or increase drought resilience, including aquifer storage and recovery system for water storage
- ✓ Green infrastructure, including green roofs, rainwater harvesting collection, permeable pavement
- ✓ Storage of drinking water, such as to prevent contaminants or equalize water demands
- ✓ Purchase of water systems and interconnection of systems
- ✓ New community water systems

Treasury encourages recipients to review the EPA handbook for the [DWSRF](#) for a full list of eligibilities.

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ADDITIONAL ELIGIBLE PROJECTS

With broadened eligibility under the final rule, SLFRF funds may be used to fund additional types of projects— such as additional stormwater infrastructure, residential wells, lead remediation, and certain rehabilitations of dams and reservoirs — beyond the CWSRF and DWSRF, if they are found to be “necessary” according to the definition provided in the final rule and outlined below.

- ✓ Culvert repair, resizing, and removal, replacement of storm sewers, and additional types of stormwater infrastructure
- ✓ Infrastructure to improve access to safe drinking water for individual served by residential wells, including testing initiatives, and treatment/remediation strategies that address contamination
- ✓ Dam and reservoir rehabilitation if primary purpose of dam or reservoir is for drinking water supply and project is necessary for provision of drinking water
- ✓ Broad set of lead remediation projects eligible under EPA grant programs authorized by the Water Infrastructure Improvements for the Nation (WIIN) Act, such as lead testing, installation of corrosion control treatment, lead service line replacement, as well as water quality testing, compliance monitoring, and remediation activities, including replacement of internal plumbing and faucets and fixtures in schools and childcare facilities

A “necessary” investment in infrastructure must be:

- (1) responsive to an identified need to achieve or maintain an adequate minimum level of service, which may include a reasonable projection of increased need, whether due to population growth or otherwise,
- (2) a cost-effective means for meeting that need, taking into account available alternatives, and
- (3) for investments in infrastructure that supply drinking water in order to meet projected population growth, projected to be sustainable over its estimated useful life.

Please note that DWSRF and CWSRF-eligible projects are generally presumed to be necessary investments. Additional eligible projects generally must be responsive to an identified need to achieve or maintain an adequate minimum level of service. Recipients are only required to assess cost-effectiveness of projects for the creation of new drinking water systems, dam and reservoir rehabilitation projects, or projects for the extension of drinking water service to meet population growth needs. Recipients should review the supplementary information to the final rule for more details on requirements applicable to each type of investment.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



Broadband Infrastructure

The Coronavirus State and Local Fiscal Recovery Funds may be used to make necessary investments in broadband infrastructure, which has been shown to be critical for work, education, healthcare, and civic participation during the public health emergency. The final rule broadens the set of eligible broadband infrastructure investments that recipients may undertake.

Recipients may pursue investments in broadband infrastructure meeting technical standards detailed below, as well as an expanded set of cybersecurity investments.

BROADBAND INFRASTRUCTURE INVESTMENTS

Recipients should adhere to the following requirements when designing a broadband infrastructure project:

1. **Identify an eligible area for investment.** Recipients are encouraged to prioritize projects that are designed to serve locations without access to reliable wireline 100/20 Mbps broadband service (meaning service that reliably provides 100 Mbps download speed and 20 Mbps upload speed through a wireline connection), but are broadly able to invest in projects designed to provide service to locations with an identified need for additional broadband investment. Recipients have broad flexibility to define need in their community. Examples of need could include:

- ✓ Lack of access to a reliable high-speed broadband connection
- ✓ Lack of affordable broadband
- ✓ Lack of reliable service

If recipients are considering deploying broadband to locations where there are existing and enforceable federal or state funding commitments for reliable service of at least 100/20 Mbps, recipients must ensure that SLFRF funds are designed to address an identified need for additional broadband investment that is not met by existing federal or state funding commitments. Recipients must also ensure that SLFRF funds will not be used for costs that will be reimbursed by the other federal or state funding streams.

2. **Design project to meet high-speed technical standards.** Recipients are required to design projects to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds. In cases where it is not practicable, because of the excessive cost of the project or geography or topography of the area to be served by the project, eligible projects may be designed to reliably meet or exceed 100/20 Mbps and be scalable to a minimum of symmetrical 100 Mbps download and upload speeds.

Treasury encourages recipients to prioritize investments in fiber-optic infrastructure wherever feasible and to focus on projects that will achieve last-mile connections. Further, Treasury encourages recipients to prioritize support for broadband networks owned, operated by, or affiliated with local governments, nonprofits, and co-operatives.



U.S. DEPARTMENT OF THE TREASURY

3. **Require enrollment in a low-income subsidy program.** Recipients must require the service provider for a broadband project that provides service to households to either:

- ✓ Participate in the FCC's Affordable Connectivity Program (ACP)
- ✓ Provide access to a broad-based affordability program to low-income consumers that provides benefits commensurate to ACP

Treasury encourages broadband services to also include at least one low-cost option offered without data usage caps at speeds sufficient for a household with multiple users to simultaneously telework and engage in remote learning. Recipients are also encouraged to consult with the community on affordability needs.

CYBERSECURITY INVESTMENTS

SLFRF may be used for modernization of cybersecurity for existing and new broadband infrastructure, regardless of their speed delivery standards. This includes modernization of hardware and software.

APPLICABLE STANDARDS & REQUIREMENTS

Treasury encourages recipients to adhere to strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions. Treasury also encourages recipients to prioritize in their procurements employers with high labor standards and to prioritize employers without recent violations of federal and state labor and employment laws.



Restrictions on Use

While recipients have considerable flexibility to use Coronavirus State and Local Fiscal Recovery Funds to address the diverse needs of their communities, some restrictions on use of funds apply.

OFFSET A REDUCTION IN NET TAX REVENUE

- **States and territories may not use this funding to directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation, or administrative interpretation beginning on March 3, 2021, through the last day of the fiscal year in which the funds provided have been spent.** If a state or territory cuts taxes during this period, it must demonstrate how it paid for the tax cuts from sources other than SLFRF, such as by enacting policies to raise other sources of revenue, by cutting spending, or through higher revenue due to economic growth. If the funds provided have been used to offset tax cuts, the amount used for this purpose must be repaid to the Treasury.

DEPOSITS INTO PENSION FUNDS

- **No recipients except Tribal governments may use this funding to make a deposit to a pension fund.** Treasury defines a “deposit” as an extraordinary contribution to a pension fund for the purpose of reducing an accrued, unfunded liability. While pension deposits are prohibited, recipients may use funds for routine payroll contributions connected to an eligible use of funds (e.g., for public health and safety staff). Examples of extraordinary payments include ones that:
 - ✖ Reduce a liability incurred prior to the start of the COVID-19 public health emergency and occur outside the recipient's regular timing for making the payment
 - ✖ Occur at the regular time for pension contributions but is larger than a regular payment would have been

ADDITIONAL RESTRICTIONS AND REQUIREMENTS

Additional restrictions and requirements that apply across all eligible use categories include:

- **No debt service or replenishing financial reserves.** Since SLFRF funds are intended to be used prospectively, recipients may not use SLFRF funds for debt service or replenishing financial reserves (e.g., rainy day funds).
- **No satisfaction of settlements and judgments.** Satisfaction of any obligation arising under or pursuant to a settlement agreement, judgment, consent decree, or judicially confirmed debt restructuring in a judicial, administrative, or regulatory proceeding is itself not an eligible use. However, if a settlement requires the recipient to provide services or incur other costs that are an eligible use of SLFRF funds, SLFRF may be used for those costs.
- **Additional general restrictions.** SLFRF funds may not be used for a project that conflicts with or contravenes the purpose of the American Rescue Plan Act statute (e.g., uses of funds that

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule



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undermine COVID-19 mitigation practices in line with CDC guidance and recommendations) and may not be used in violation of the Award Terms and Conditions or conflict of interest requirements under the Uniform Guidance. Other applicable laws and regulations, outside of SLFRF program requirements, may also apply (e.g., laws around procurement, contracting, conflicts-of-interest, environmental standards, or civil rights).



Program Administration

The Coronavirus State and Local Fiscal Recovery Funds final rule details a number of administrative processes and requirements, including on distribution of funds, timeline for use of funds, transfer of funds, treatment of loans, use of funds to meet non-federal match or cost-share requirements, administrative expenses, reporting on use of funds, and remediation and recoupment of funds used for ineligible purposes. This section provides a summary for the most frequently asked questions.

TIMELINE FOR USE OF FUNDS

Under the SLFRF, funds must be used for costs incurred on or after March 3, 2021. Further, costs must be obligated by December 31, 2024, and expended by December 31, 2026.

TRANSFERS

Recipients may undertake projects on their own or through subrecipients, which carry out eligible uses on behalf of a recipient, including pooling funds with other recipients or blending and braiding SLFRF funds with other sources of funds. Localities may also transfer their funds to the state through section 603(c)(4), which will decrease the locality's award and increase the state award amounts.

LOANS

Recipients may generally use SLFRF funds to provide loans for uses that are otherwise eligible, although there are special rules about how recipients should track program income depending on the length of the loan. Recipients should consult the final rule if they seek to utilize these provisions.

NON-FEDERAL MATCH OR COST-SHARE REQUIREMENTS

Funds available under the "revenue loss" eligible use category (sections 602(c)(1)(C) and 603(c)(1)(C) of the Social Security Act) generally may be used to meet the non-federal cost-share or matching requirements of other federal programs. However, note that SLFRF funds may not be used as the non-federal share for purposes of a state's Medicaid and CHIP programs because the Office of Management and Budget has approved a waiver as requested by the Centers for Medicare & Medicaid Services pursuant to 2 CFR 200.102 of the Uniform Guidance and related regulations.

SLFRF funds beyond those that are available under the revenue loss eligible use category may not be used to meet the non-federal match or cost-share requirements of other federal programs, other than as specifically provided for by statute. As an example, the Infrastructure Investment and Jobs Act provides that SLFRF funds may be used to meet the non-federal match requirements of authorized Bureau of Reclamation projects and certain broadband deployment projects. Recipients should consult the final rule for further details if they seek to utilize SLFRF funds as a match for these projects.

ADMINISTRATIVE EXPENSES

SLFRF funds may be used for direct and indirect administrative expenses involved in administering the program. For details on permissible direct and indirect administrative costs, recipients should refer to Treasury's [Compliance and Reporting Guidance](#). Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or indirect costs.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

**REPORTING, COMPLIANCE & RECOUPMENT**

Recipients are required to comply with Treasury's [Compliance and Reporting Guidance](#), which includes submitting mandatory periodic reports to Treasury.

Funds used in violation of the final rule are subject to remediation and recoupment. As outlined in the final rule, Treasury may identify funds used in violation through reporting or other sources. Recipients will be provided with an initial written notice of recoupment with an opportunity to submit a request for reconsideration before Treasury provides a final notice of recoupment. If the recipient receives an initial notice of recoupment and does not submit a request for reconsideration, the initial notice will be deemed the final notice. Treasury may pursue other forms of remediation and monitoring in conjunction with, or as an alternative to, recoupment.

REVISIONS TO THE OVERVIEW OF THE FINAL RULE:

- January 18, 2022 (p. 4, p. 16): Clarification that the revenue loss standard allowance is “up to” \$10 million under the Replacing Lost Public Sector Revenue eligible use category; addition of further information on the eligibility of general infrastructure, general economic development, and worker development projects under the Public Health and Negative Economic Impacts eligible use category.

Coronavirus State & Local Fiscal Recovery Funds: Overview of the Final Rule

U.S. Department of the Treasury



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: February 8, 2022

DEPARTMENT: Administration

FROM: Lawrence Delo

SUBJECT: Discussion and Possible Action on the Request of Ald. Raasch to Consider Amending City Funding for City COVID Relief Programs.*

ATTACHMENTS:

- Ald. Raasch Request to Amend City Funding for City COVID Relief Programs Memo for Personnel and Finance 2-8-22 (PDF)

CITY OF DE PERE MEMO



To: Personnel and Finance Committee

From: Lawrence M. Delo, City Administrator

Date: February 8, 2022

RE: Ald. Raasch Request to Amend City Funding for City COVID Relief Programs

The Administration has received a request from Alderperson Raasch to amend the City's existing COVID relief programs that are funded by the City by closing programs that are no longer in demand and return the available funding to the general fund or other appropriate funds for other municipal purposes. The City currently has the following active or fully utilized COVID relief programs and fund balances for each program:

Grants:

Downtown Business Aid Grants (2020):

\$300,000 Budgeted

\$215,000 Allocated

\$85,000 available to return to Revolving Loan Fund (Special Fund)

De Pere Chamber Grant (2020):

\$50,000 Budgeted

\$50,000 Allocated

\$0 to return to Revolving Loan Fund (Special Fund)

Definitely De Pere Grant (2020):

\$50,000 Budgeted

\$50,000 Allocated

\$0 to return to Revolving Loan Fund (Special Fund)

Downtown Business Aid Grant Program – Jump Start Downtown De Pere (2021)

\$100,000 Budgeted

\$0 Allocated

\$100,000 to return to Revolving Loan Fund (Special Fund)

Loans:

Small Business Pandemic Response Loan Program as of 12/31/2021 (2020):

\$500,000 Budgeted

\$305,000 Allocated

\$118,896.29 paid back to the City

\$313,896.29 to return to Revolving Loan Fund (Special Fund)

The following total amount of unused or repaid COVID relief funds are currently available for consideration:

Grants:	\$185,000
<u>Loans:</u>	<u>\$313,896.29</u>
Total:	\$498,896.29



City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: February 8, 2022

DEPARTMENT: Finance Department

FROM: Joe Zegers

SUBJECT: Review and possible action on City of De Pere Investments and Cash
Detail report for December 2021.

ATTACHMENTS:

- Dec. Investment Memo 2.8.22 (PDF)
- Dec. Investment Summary Schedule 2.8.22 (PDF)

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: February 3rd, 2022
Subject: Cash and Investments Report for December 31st, 2021

I have attached a summary of the City's Cash and Investments for your information and review as of December 31st, 2021. I have also attached last year's monthly summary of the accounts from January 1 to December 31, 2020 so you can see comparable activity throughout the course of the year for all accounts. As you can see, the City investments investment return decreased \$32,353 for the year through December 31st, 2021. For your information, our budgeted annual amount for general fund investment income for 2021 is \$525,000. The LGIP investment account decreased \$2,000,000 in **December** of 2021 due to payment of accounts payable & payroll. The LGIP investment account will increase \$367,677 in **January** of 2022 due to receipt of state transportation aids. Our Associated Money Market will increase over \$4 million in **January** of 2022 due to tax collections of \$19 million offset by tax settlements to the other taxing jurisdictions of \$15 million. Feel free to contact me should you have any questions on this.

DE PERE CASH AND INVESTMENTS SUMMARY

December 31, 2021

CASH ACCOUNTS	
CHECKING ACCOUNTS	BALANCE
CITY CHECKING	\$ 698,333.09
HEALTH CHECKING	\$ 2,188,211.99
DENTAL CHECKING	\$ 72,478.76
SUBTOTAL	\$ 2,959,023.84
RESTRICTED	BALANCE
WATER BOND MM	\$ -
SUBTOTAL	\$ -
TOTAL CASH	\$ 2,959,023.84

INVESTMENTS			
	BALANCE	INTERST AND APPRECIATION	RATE OF RETURN
LGIP	\$ 7,668,380.45	\$ 6,486.18	0.60%
ASSOCIATED BANK TRUST	\$ 5,078,030.07	\$ (19,876.39)	-0.43%
CHARLES SCHWAB INVESTMENTS	\$ 6,359,382.45	\$ (19,312.60)	-0.33%
MONEY MARKET	\$ 14,814,830.53	\$ 349.85	0.12%
TOTAL INVESTMENTS	\$ 33,920,623.50	\$ (32,352.96)	
TOTAL CASH AND INVESTMENTS	\$ 36,879,647.34		

NOTE: The City budgeted \$525,000 for general fund revenues in the 2021 Adopted Budget.

DE PERE CASH AND INVESTMENT YEARLY SUMMARY
December 31, 2021

	31-Jan-2021	28-Feb-2021	31-Mar-2021	30-Apr-2021	31-May-2021	30-Jun-2021
CHECKING ACCOUNTS						
CITY CHECKING	2,331,022.04	622,001.07	1,751,077.31	1,053,658.55	823,811.66	159,026.31
HEALTH CHECKING	2,381,833.73	2,382,587.48	2,266,097.52	2,513,911.76	2,442,426.74	2,257,079.41
DENTAL CHECKING	61,720.12	65,793.24	55,511.60	72,493.72	71,018.59	71,572.27
SUBTOTAL	\$ 4,774,575.89	\$ 3,070,381.79	\$ 4,072,686.43	\$ 3,640,064.03	\$ 3,337,256.99	\$ 2,487,677.99
RESTRICTED						
WATER BOND MM	212,746.68	212,771.16	212,798.27	212,824.50	212,847.24	212,868.23
SUBTOTAL	\$ 212,746.68	\$ 212,771.16	\$ 212,798.27	\$ 212,824.50	\$ 212,847.24	\$ 212,868.23
TOTAL CASH	\$ 4,987,322.57	\$ 3,283,152.95	\$ 4,285,484.70	\$ 3,852,888.53	\$ 3,550,104.23	\$ 2,700,546.22
INVESTMENTS						
LGIP	14,005,155.49	14,932,003.97	13,684,325.96	8,532,120.21	7,691,508.67	8,998,581.68
ASSOCIATED BANK TRUST	5,090,384.50	5,092,253.12	5,091,028.45	5,101,344.27	5,107,360.65	5,103,518.76
CHARLES SCHWAB INVESTMENTS	6,376,185.39	6,364,936.76	6,372,504.48	6,384,748.23	6,385,186.86	6,378,376.40
MONEY MARKET	27,440.86	27,444.02	27,447.52	27,450.90	27,453.83	27,456.54
TOTAL INVESTMENTS	\$ 25,499,166.24	\$ 26,416,637.87	\$ 25,175,306.41	\$ 20,045,663.61	\$ 19,211,510.01	\$ 20,507,933.38
TOTAL CASH AND INVESTMENTS	\$ 30,486,488.81	\$ 29,699,790.82	\$ 29,460,791.11	\$ 23,898,552.14	\$ 22,761,614.24	\$ 23,208,479.60

	31-Jul-2021	31-Aug-2021	30-Sep-2021	31-Oct-2021	30-Nov-2021	31-Dec-2021
CHECKING ACCOUNTS						
CITY CHECKING	669,513.93	5,185,089.85	767,962.29	1,177,465.91	1,121,443.34	698,333.09
HEALTH CHECKING	2,137,820.32	2,201,756.16	74,134.00	2,180,493.68	2,212,728.37	2,188,211.99
DENTAL CHECKING	71,327.28	71,277.13	2,169,637.44	76,145.39	78,237.64	72,478.76
SUBTOTAL	\$ 2,878,661.53	\$ 7,458,123.14	\$ 3,011,733.73	\$ 3,434,104.98	\$ 3,412,409.35	\$ 2,959,023.84
RESTRICTED						
WATER BOND MM	212,889.92	212,911.62	212,932.62	212,954.32	212,971.82	-
SUBTOTAL	\$ 212,889.92	\$ 212,911.62	\$ 212,932.62	\$ 212,954.32	\$ 212,971.82	\$ -
TOTAL CASH	\$ 3,091,551.45	\$ 7,671,034.76	\$ 3,224,666.35	\$ 3,647,059.30	\$ 3,625,381.17	\$ 2,959,023.84
INVESTMENTS						
LGIP	12,313,429.27	5,959,824.53	3,960,047.45	13,277,053.10	9,667,924.32	7,668,380.45
ASSOCIATED BANK TRUST	5,102,473.14	5,104,975.54	5,098,389.98	5,086,792.43	5,085,108.03	5,078,030.07
CHARLES SCHWAB INVESTMENTS	6,389,315.23	6,380,939.85	6,378,209.02	6,372,888.06	6,359,382.45	6,359,382.45
MONEY MARKET	27,459.34	27,462.14	27,464.85	27,467.65	27,470.36	14,814,830.53
TOTAL INVESTMENTS	\$ 23,832,676.98	\$ 17,473,202.06	\$ 15,464,111.30	\$ 24,764,201.24	\$ 21,139,885.16	\$ 33,920,623.50
TOTAL CASH AND INVESTMENTS	\$ 26,924,228.43	\$ 25,144,236.82	\$ 18,688,777.65	\$ 28,411,260.54	\$ 24,765,266.33	\$ 36,879,647.34

DE PERE CASH AND INVESTMENT YEARLY SUMMARY
DECEMBER 31, 2020

	31-Jan-2020	28-Feb-2020	31-Mar-2020	30-Apr-2020	31-May-2020	30-Jun-2020
CHECKING ACCOUNTS						
CITY CHECKING	\$ 302,762.74	\$ 1,328,326.87	\$ 1,041,573.06	\$ 1,073,733.26	\$ 1,113,891.37	\$ 1,276,362.52
HEALTH CHECKING	\$ 1,911,924.58	\$ 2,026,594.61	\$ 2,089,912.04	\$ 2,213,019.26	\$ 2,336,136.09	\$ 2,414,675.91
DENTAL CHECKING	\$ 43,409.33	\$ 43,209.31	\$ 42,592.41	\$ 50,674.31	\$ 59,636.77	\$ 52,627.38
SUBTOTAL	\$ 2,258,096.65	\$ 3,398,130.79	\$ 3,174,077.51	\$ 3,337,426.83	\$ 3,509,664.23	\$ 3,743,665.81
RESTRICTED						
WATER BOND MM	\$ 212,314.37	\$ 212,390.07	\$ 212,480.02	\$ 212,506.14	\$ 212,533.14	\$ 212,559.27
SUBTOTAL	\$ 212,314.37	\$ 212,390.07	\$ 212,480.02	\$ 212,506.14	\$ 212,533.14	\$ 212,559.27
TOTAL CASH	\$ 2,470,411.02	\$ 3,610,520.86	\$ 3,386,557.53	\$ 3,549,932.97	\$ 3,722,197.37	\$ 3,956,225.08
INVESTMENTS						
LGIP	\$ 15,473,207.24	\$ 13,737,476.89	\$ 14,721,783.82	\$ 13,450,069.86	\$ 11,194,884.59	\$ 8,196,049.60
ASSOCIATED BANK TRUST	\$ 4,994,549.98	\$ 5,026,920.08	\$ 5,035,037.14	\$ 5,043,399.19	\$ 5,069,223.08	\$ 5,075,193.05
CHARLES SCHWAB INVESTMENTS	\$ 6,228,990.32	\$ 6,250,938.09	\$ 6,308,210.01	\$ 6,321,001.44	\$ 6,355,447.04	\$ 6,356,782.00
MONEY MARKET	\$ 2,896,555.81	\$ 2,899,998.43	\$ 1,026,779.67	\$ 1,026,905.91	\$ 1,027,036.37	\$ 1,027,162.64
TOTAL INVESTMENTS	\$ 29,593,303.35	\$ 27,915,333.49	\$ 27,091,810.64	\$ 25,841,376.40	\$ 23,646,591.08	\$ 20,655,187.29
TOTAL CASH AND INVESTMENTS	\$ 32,063,714.37	\$ 31,525,854.35	\$ 30,478,368.17	\$ 29,391,309.37	\$ 27,368,788.45	\$ 24,611,412.37

	31-Jul-2020	31-Aug-2020	30-Sep-2020	31-Oct-2020	30-Nov-2020	31-Dec-2020
CHECKING ACCOUNTS						
CITY CHECKING	1,041,192.27	234,572.92	764,065.93	752,746.69	571,087.85	931,872.64
HEALTH CHECKING	2,426,825.16	2,310,352.31	2,320,754.91	2,361,875.07	2,441,075.60	2,391,017.42
DENTAL CHECKING	52,498.10	53,078.30	54,250.48	57,501.05	60,370.46	60,030.06
SUBTOTAL	\$ 3,520,515.53	\$ 2,598,003.53	\$ 3,139,071.32	\$ 3,172,122.81	\$ 3,072,533.91	\$ 3,382,920.12
RESTRICTED						
WATER BOND MM	212,586.27	212,613.28	212,639.42	212,666.43	212,692.58	212,719.60
SUBTOTAL	\$ 212,586.27	\$ 212,613.28	\$ 212,639.42	\$ 212,666.43	\$ 212,692.58	\$ 212,719.60
TOTAL CASH	\$ 3,733,101.80	\$ 2,810,616.81	\$ 3,351,710.74	\$ 3,384,789.24	\$ 3,285,226.49	\$ 3,595,639.72
INVESTMENTS						
LGIP	\$ 11,059,044.57	\$ 5,946,902.22	\$ 3,484,285.98	\$ 11,153,519.47	\$ 6,767,601.25	\$ 7,773,984.43
ASSOCIATED BANK TRUST	\$ 5,071,822.75	\$ 5,086,606.76	\$ 5,089,865.05	\$ 5,089,746.85	\$ 5,096,804.16	\$ 5,097,906.46
CHARLES SCHWAB INVESTMENTS	\$ 6,356,910.15	\$ 6,361,200.65	\$ 6,369,589.86	\$ 6,379,040.35	\$ 6,377,371.88	\$ 6,378,695.05
MONEY MARKET	\$ 1,027,293.14	\$ 1,027,423.65	\$ 27,427.02	\$ 27,430.50	\$ 27,433.87	\$ 27,437.36
TOTAL INVESTMENTS	\$ 23,515,070.61	\$ 18,422,133.28	\$ 14,971,167.91	\$ 22,649,737.17	\$ 18,269,211.16	\$ 19,278,023.30
TOTAL CASH AND INVESTMENTS	\$ 27,248,172.41	\$ 21,232,750.09	\$ 18,322,878.65	\$ 26,034,526.41	\$ 21,554,437.65	\$ 22,873,663.02