Finance/Personnel Committee

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

Regular Meeting

Agenda

Tuesday, January 8, 2019	7:30 PM	De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **January 8, 2019** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

Call to Order

1. Roll Call
2. Approval of the Minutes of the December 11, 2018 Regular Meeting of the Finance/Personnel Committee.
3. Public Comment and announcements.
4. Fire Department Overtime and LifeQuest Services Billing Report for December, 2018.
5. Approval of December 2018 Police Overtime
6. Consider donation from De Pere Christian Outreach Corp to the Fire Department. *
7. Recommendation to Accept Donation from De Pere Christian Outreach*
8. Recommendation to Approve an Agreement with and the Purchase of Software from Tyler Technologies for Police Scheduling*
9. Consider Amendments to Special Assessment Deferral Ordinance (Section 13-10 De Pere Municipal Code)
10. Future agenda items.
11. Adjournment

Notice is also given that a majority of the members of the Common Council of the City of De Pere will attend this meeting to gather information about a subject(s) over which they have decision-making responsibility. As such, this committee meeting is also considered a meeting of the Common Council.

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

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

Agenda Sent To:
Alderpersons

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:	**January 8, 2019**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Approval of the Minutes of the December 11, 2018 Regular Meeting of the Finance/Personnel Committee.**

ATTACHMENTS:

- December 11, 2018 DRAFT Minutes (PDF)

DE PERE

Finance/Personnel Committee

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

Regular Meeting

Draft Minutes

Tuesday, December 11, 2018 | **7:30 PM** | **De Pere City Hall Council Chambers**

1. Call to Order. Mayor Walsh called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on Tuesday, December 11, 2018, at De Pere City Hall Council Chambers, 335 South Broadway Street, De Pere, Wisconsin 54115.

Attendee Name	Title	Status	Arrived
Scott Crevier	Alderperson	Present	
Ryan Jennings	Alderperson	Present	
Larry Lueck	Alderperson	Present	
Casey Nelson	Alderperson	Present	
Michael J. Walsh	Mayor	Present	

Also Present: City Administrator Lawrence Delo, Finance Director Joe Zegers, Fire Chief Alan Matzke, and Police Chief Derek Beiderwieden.

2. Approval of the Minutes of the November 13, 2018 Regular Meeting of the Finance/Personnel Committee.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Crevier, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Crevier, Jennings, Lueck, Nelson, Walsh

3. Public Comment and announcements. None.

4. Approval of November 2018 Police Overtime.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Crevier, Alderperson
SECONDER:	Casey Nelson, Alderperson
AYES:	Crevier, Jennings, Lueck, Nelson, Walsh

5. Fire Department Overtime and LifeQuest Billing Report for November, 2018.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Crevier, Alderperson
SECONDER:	Michael J. Walsh, Mayor
AYES:	Crevier, Jennings, Lueck, Nelson, Walsh

6. Consideration of 2018 Short-Term Note Terms.

In response to Alderperson Nelson, Finance Director Zegers explained that this year's short term loan is increased from last year's amount, and includes $320,000 for City Hall generator; the listed items fit nicely to be paid off within year; and short term borrowing qualifies for debt exemption from the levy limit.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Scott Crevier, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Crevier, Jennings, Lueck, Nelson, Walsh

7. Future agenda items. None.

8. Adjournment. Upon Motion of Mayor Walsh, seconded by Alderperson Crevier, the Finance/Personnel Committee unanimously adjourned at 7:34 PM.

Respectfully submitted,
Angela Zills

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**January 8, 2019**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Fire Department Overtime and LifeQuest Services Billing Report for December, 2018.**

ATTACHMENTS:

- FIRE DEPT_DEC 2018 OT RPT (PDF)

DE PERE FIRE RESCUE
OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2017

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	219.75	184.50	154.50	147.00	184.75	75.00	132.00	78.00	51.00	100.25	54.00	168.00	1,548.7
EMS TRAINING	24.00	257.50	72.00	40.50	89.00	0.00	0.00	0.00	75.00	81.00	81.00	66.50	786.50
FIRE TRAINING	35.00	0.00	10.50	89.50	316.25	21.25	12.75	0.00	3.75	54.25	22.25	62.50	628.00
RESCUE CALLS	5.50	6.75	39.25	8.50	6.00	9.25	0.00	19.50	7.25	18.00	6.75	8.50	135.25
FIRE CALLS	0.00	0.00	8.75	0.00	0.00	0.00	6.00	0.00	1.25	0.00	0.00	14.50	30.50
MEETINGS	37.00	55.25	60.00	53.00	16.75	22.50	5.25	0.00	15.00	32.00	33.25	4.50	334.50
STAFFING REP.	34.50	0.00	0.00	72.00	99.75	72.00	64.25	0.00	20.25	11.00	85.50	36.00	495.25
MAINTENANCE	0.00	0.00	0.00	0.00	0.75	14.25	0.00	0.00	0.00	16.50	12.00	0.00	43.50
PUB. ED.	9.75	0.00	9.00	15.00	3.75	5.00	0.00	3.75	9.00	81.25	0.00	0.00	136.50
SPECIAL EVENTS	0.00	0.00	0.00	0.00	274.00	0.00	0.00	29.50	66.00	22.50	6.00	0.00	398.00
# FIRE RUNS	42.00	32.00	33.00	15.00	35.00	31.00	41.00	41.00	22.00	31.00	25.00	48.00	396.00
# EMS RUNS	174.00	163.00	172.00	178.00	187.00	180.00	170.00	182.00	161.00	180.00	151.00	204.00	2,102.0
DISPATCH ERRORS	2.00	5.00	7.00	7.00	0.00	6.00	4.00	1.00	1.00	3.00	4.00	1.00	41.00
TOTAL HRS.	365.50	504.00	354.00	425.50	991.00	219.25	220.25	130.75	248.50	416.75	300.75	360.50	4,536.7

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2018

REASON	Jan.*	Feb.**	Mar. ***	Apr.+	May++	June+++	July^	Aug.^^	Sept.^^^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	153.00	117.00	196.50	190.25	135.00	129.00	48.25	129.00	135.25	90.00	81.00	66.25	1,470.5
EMS TRAINING	79.50	31.50	98.00	67.00	61.50	17.75	0.00	0.00	98.50	117.50	121.50	99.00	791.75
FIRE TRAINING	21.75	31.50	24.00	18.00	94.25	16.00	18.50	15.75	0.00	55.00	66.50	34.50	395.75
RESCUE CALLS	17.00	6.75	16.50	10.50	4.00	10.75	4.50	0.00	0.00	24.25	13.00	9.75	117.00
FIRE CALLS	1.00	4.00	0.50	1.25	0.00	0.00	0.00	1.75	0.00	1.50	0.75	2.50	13.25
MEETINGS	30.25	41.25	10.50	12.75	3.75	5.50	4.25	31.50	17.25	5.25	0.00	14.50	176.75
STAFFING REP.	0.00	0.00	77.25	109.00	93.75	36.00	83.00	69.75	85.50	6.00	49.50	309.75	919.50
MAINTENANCE	26.50	6.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	33.25
PUB. ED.	13.50	0.00	17.75	0.75	14.25	6.00	6.00	19.50	29.25	48.00	1.50	0.00	156.50
SPECIAL EVENTS	58.75	0.00	0.00	0.00	211.50	0.00	0.00	32.50	0.00	23.50	6.00	21.00	353.25
# FIRE RUNS	39.00	35.00	31.00	47.00	38.00	39.00	46.00	48.00	50.00	30.00	38.00	36.00	477.00
# EMS RUNS	193.00	168.00	164.00	196.00	179.00	179.00	169.00	194.00	202.00	178.00	177.00	184.00	2,183.0
DISPATCH ERRORS	6.00	1.00	2.00	4.00	5.00	4.00	6.00	4.00	1.00	3.00	10.00	9.00	55.00
TOTAL HRS.	401.25	238.75	441.00	409.50	618.00	221.00	164.50	299.75	365.75	371.00	339.75	557.25	4,427.5

Special Events included in Overtime

Total Overtime Budget $95,000, Expenditures through January 2, 2019, $93,505, 98%

*Period: 12/30/17-01/26/18
**Period: 01/27/18-02/23/18
***Period: 02/24/18-03/23/18
+Period: 03/24/18-04/20/18
++Period: 04/21/18-06/01/18
+++Period: 06/02/18-06/29/18
^Period: 06/30/18-07/27/18
^^Period: 07/28/18-08/24/18
^^^Period: 08/25/18-09/21/18
#Period: 09/22/18-11/02/18
##Period: 11/03/18-11/30/18
###Period: 12/01/18-12/28/18

DE PERE FIRE RESCUE
DECEMBER 2018
***OVERTIME CAUSED BY SICK LEAVE**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
12/18/18	14.5	21.75
12/20/18	24	36
12/21/18	24	36
12/22/18	24	36
12/23/18	48	72
12/25/18	48	72
12/28/18	24	36
TOTALS	**206.5**	**309.75**

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

DE PERE FIRE RESCUE
STRUCTURAL FIRE "STILL" ALARMS FOR DECEMBER, 2018

Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
12/01/2018	3234 Meadow Circle (Village of Bellevue)	Vehicle fire	L111	Dispatched & canceled en route	N/A
12/01/2018	221 S. Wisconsin Street	Alarm system activation, no fire, unintentional	E111, E121	Investigate	N/A
12/02/2018	2150 American Blvd.	Alarm system sounded due to malfunction	E111, E121	Investigate	N/A
12/10/2018	250 S. Ninth Street	Building fire	C101, A111, E111	Investigate, no incident found on arrival	Dispatched & Canceled
12/10/2018	141 Stewart Street	Carbon monoxide incident	E111	Investigate	N/A
12/10/2018	1901 Ridgeway Drive	Carbon monoxide incident	A111, E111	Investigate, ventilate	N/A
12/10/2018	511 N. Michigan Street	Gas leak	E111, E122	Investigate, nothing found	N/A
12/11/2018	1281 Lear Lane (Village of Hobart)	Building fire	E122	Provide apparatus	N/A
12/11/2018	1724 Lawrence Drive	Alarm system activation, no fire, unintentional	E111	Investigate	N/A
12/11/2018	980 Marvelle Lane (Village of Ashwaubenon)	Building fire	C101, L111	Ventilate	N/A
12/14/2018	1801 Lawrence Drive	Fire alarm sounding	E121	Investigate, burnt food	N/A
12/15/2018	1340 Eminence Street (Village of Ashwaubenon)	Structure fire	C190, L111	Dispatched & canceled en route	N/A
12/18/2018	465 Pilgrim Way (Village of Ashwaubenon)	Smoke or odor removal	L111	Investigate	N/A
12/18/2018	233 N. Broadway	Smoke or odor removal	C102, E121	Investigate	N/A
12/19/2018	669 Reid Street	Chimney or flue fire, confined to chimney	C102, E111, E121	Extinguishment by fire service personnel	N/A
12/20/2018	1233 O'Keefe Court	Smoke detector activation, due to malfunction	C102	Investigate, restore fire alarm system	N/A
12/23/2018	430 Grant Street	Smoke scare, odor of smoke	C102, E111, E122	Investigate	N/A
12/27/2018	1620 LeBrun Street	Carbon monoxide detector, due to malfunction	E111	Investigate	N/A
12/29/2018	3285 Cedar Hedge Lane (Town of Ledgeview)	Structure fire	C190, L111	Dispatched & canceled en route	N/A

Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
12/29/2018	772 N. Melcorn Circle	Carbon monoxide incident	E111	Investigate	N/A
12/30/2018	1701 View Lane (Village of Ashwaubenon)	Cooking fire	L111	Dispatched & canceled en route	N/A
12/30/2018	1291 Lombardi Access Rd (Village of Ashwaubenon)	Electrical fire	L111	Investigate	N/A

LIFEQUEST MEDICAL BILLING - 2018
MONTHLY REPORT

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE
CHARGES	163,001	141,019	158,773	158,639	108,551	146,882
PAYMENTS	52,987	64,975	69,435	71,073	84,800	53,162
CREDIT ADJUSTMENTS	56,314	62,390	63,653	60,363	70,069	59,250

	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
CHARGES	121,266	133,260	137,712	131,823	120,641	142,189
PAYMENTS	67,954	45,566	62,667	65,610	54,498	57,599
CREDIT ADJUSTMENTS	53,160	49,190	45,971	51,556	58,576	50,008

Payments to LifeQuest	
Jan. 2018	2,588
Feb. 2018	2,935
March 2018	3,449
April 2018	3,896
May 2018	4,199
June 2018	2,444
July 2018	3,409
Aug. 2018	2,162
Sept. 2018	3,165
Oct. 2018	2,979
Nov. 2018	3,012
Dec. 2018	3,231
Total Paid	$37,469

**See attached details

City Of De Pere

Income and Expenditures

December 2018

All Phases

Charges		Billing	Collection	Total
Billing Charges / Collection Placements		$125,202.40	$16,986.38	$142,188.78
Other	+	$0.00	$0.00	$0.00
Subtotal of Charges		**$125,202.40**	**$16,986.38**	**$142,188.78**
Account Transfers		**$7,399.39**	**$9,586.99**	**$16,986.38**
Credit Summary				
Total Credits		**$103,436.88**	**$5,167.03**	**$108,603.91**
Less Adjustments	-	$49,488.59	$519.68	$50,008.27
Less Delinquent Closed Accounts Reconciliation	-	$0.00	$996.60	$996.60
Less Overpayments	-	$(600.12)	$0.00	$(600.12)
Gross Payments Received		**$54,548.41**	**$3,650.75**	**$58,199.16**
Plus Overpayment Returns	+	$(271.53)	$0.00	$(271.53)
Net Payments Received		**$54,276.88**	**$3,650.75**	**$57,927.63**
Less Payments Kept By Service	-	$0.00	$0.00	$0.00
Total Deposits Reconciliation		**$54,276.88**	**$3,650.75**	**$57,927.63**
Summary of Disbursement				
Total Deposits & Payments Kept By		$54,276.88	$3,650.75	$57,927.63
Plus Overpayment Refunds	+	$(328.59)	$0.00	$(328.59)
Gross Revenue		**$53,948.29**	**$3,650.75**	**$57,599.04**
LifeQuest Fee		$2,427.67	$803.17	$3,230.84
Plus Probate Fees	+	$0.00	$0.00	$0.00
Other / Fees		-	-	$0.00
Total Due LifeQuest	**Check # EFT**	**$2,427.67**	**$803.17**	**$3,230.84**
Service Revenue		$51,520.62	$2,847.58	$54,368.20
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**	**$51,520.62**	**$2,847.58**	**$54,368.20**

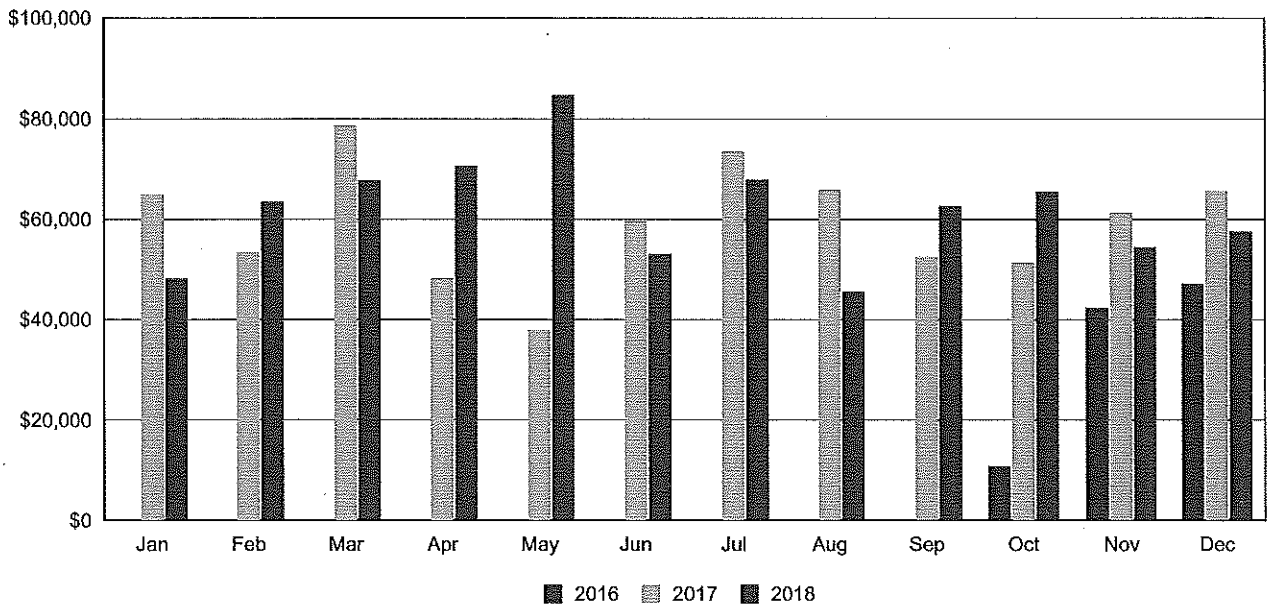
Messages:

Total Deposits EOM differ from bank statement by $1902.86 due to 12/12 $547.39 UMR, 12/28 $69.00 MAWI, 12/28 $822.63 Hospital Sisters and 12/28 $463.84 UHC not posted eli 1.2.19

All Phases Gross Revenue

City of De Pere

January 2016 to December 2018



	2016	2017	2018
January	$0	$65,035	$48,362
February	$0	$53,532	$63,538
March	$0	$78,566	$67,787
April	$0	$48,367	$70,664
May	$0	$38,017	$84,800
June	$0	$59,532	$53,162
July	$0	$73,500	$67,954
August	$0	$65,845	$45,566
September	$0	$52,557	$62,667
October	$10,906	$51,374	$65,610
November	$42,469	$61,219	$54,498
December	$47,293	$65,635	$57,599
Total Gross Revenue	**$100,667**	**$713,180**	**$742,207**

City Of De Pere

Billing Summary

December 2018

Phase 1

Charges

Billing Charges		$125,202.40	
Other	+	$0.00	
Subtotal of Charges			**$125,202.40**

Account Transfers

Billing to Collections Transfer Total			**$7,399.39**

Credit Summary

Total Credits		$103,436.88	
Less Adjustments	-	$49,488.59	
Less Overpayments	-	$(600.12)	
Gross Payments Received			**$54,548.41**
Plus Overpayment Returns	-	$(271.53)	
Net Payments Received			**$54,276.88**
Less Payments Kept By Service	-	$0.00	
Total Deposits Reconciliation			**$54,276.88**

Summary of Disbursement

Total Deposits & Payments Kept By		$54,276.88	
Plus Overpayment Refunds	+	$(328.59)	
Gross Revenue			**$53,948.29**
LifeQuest Fee		$2,427.67	
Plus Probate Fees	+	$0.00	
Total Due LifeQuest Check # EFT			**$2,427.67**
Service Revenue		$51,520.62	
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			**$51,520.62**

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

Billing Reconciliation Summary

City of De Pere

For the month of December 2018

Beginning Balance of Accounts Receivables			**$225,419.12**
Total Charges entered for the Month		**+**	**$125,202.40**

Adjustments

Intercept	$0		
Per Contract	$0		
Account Transfer Total	$7,399.39		
Other	$42,089.20		
Total Adjustments for the Month	**$49,488.59**	**-**	**$49,488.59**

Payments

Cash	$13,908.93		
Contract Payments	$0		
Credit Card	$0		
Direct Deposit	$37,131.08		
Hospital	$0		
Insurance	$3,508.40		
Payment Kept By	$0		
Other	$0		
	$54,548.41	**-**	**$54,548.41**

Overpayment

Recoupment	$0		
Refunds	$(328.59)		
Returns	$(271.53)		
Service Payable	$0		
Other	$0		
	$(600.12)	**-**	**$(600.12)**

Total for Reconciliation Summary			**$247,184.64**
Ending Balance of Accounts Receivables			**$247,184.64**

Receivables Distribution Report

Receivables Cash

All Companies **All Directories**

Charges	Jan 2018	Feb 2018	Mar 2018	Apr 2018	May 2018	Jun 2018	Jul 2018	Aug 2018	Sep 2018	Oct 2018	Nov 2018	Dec 2018	Tota
Jan 2018	2039	21972	19979	8938	7815	658	1125	-105	833	589	145	145 $	64
128091	1.6	17.2	15.6	7	6.1	0.5	0.9	-0.1	0.7	0.5	0.1	0.1 %	
Feb 2018		3686	22577	13786	4931	4998	3485	-6	2534	68	68	73 $	56
111110		3.3	20.3	12.4	4.4	4.5	3.1	0	2.3	0.1	0.1	0.1 %	
Mar 2018			4055	26786	17543	6347	5065	-6	419	170	10	10 $	60
118582			3.4	22.6	14.8	5.4	4.3	0	0.4	0.1	0	0 %	
Apr 2018				3445	36786	11277	7499	2399	733	206	764	495 $	63
125326				2.7	29.4	9	6	1.9	0.6	0.2	0.6	0.4 %	
May 2018					7957	24645	15251	4391	2068	2018	873	200 $	57
113240					7	21.8	13.5	3.9	1.8	1.8	0.8	0.2 %	
Jun 2018						4207	25686	14433	8076	4116	900	350 $	57
114068						3.7	22.5	12.7	7.1	3.6	0.8	0.3 %	
Jul 2018							5253	16866	18074	7409	3552	617 $	51
106754							4.9	15.8	16.9	6.9	3.3	0.6 %	
Aug 2018								6334	25569	15117	8189	4149 $	59
122254								5.2	20.9	12.4	6.7	3.4 %	
Sep 2018									1902	31023	13383	6534 $	52
121433									1.6	25.5	11	5.4 %	
Oct 2018										2562	26437	15902 $	44
114333										2.2	23.1	13.9 %	
Nov 2018											223	21214 $	21
106478											0.2	19.9 %	
Dec 2018												831 $	
65611												1.3 %	

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	3.2	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>
Weighted	3.2	21.8	13.2	5.9	3.6	1	0.4	0.6	0.3	0.2	0.1	0.1

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**January 8, 2019**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Approval of December 2018 Police Overtime**

The overtime (OT) report covers a four (4)-week period. Two previous years of overtime report summaries are attached for comparison.

Miscellaneous OT of XX total hours is comprised of 19 hours of Patrol fraction allotments, 8.0 hours for Field Training (FTO) reporting, 7.0 hours for patrol overtime 1/4 hour fraction allotments, 2.0 hours for FTO meetings and 2.0 hours for special K-9 sniffs.

Reimbursable Miscellaneous OT of 19 total hours is comprised of 19 hours for OWI Task Force deployments.

Please let me know if you have any questions about this overtime report.

ATTACHMENTS:

- 2016 PD OT Report Summary (PDF)
- 2017 PD OT Report Summary (PDF)
- December 2018 PD OT Report (PDF)

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2016

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	42.00	8.00	21.00	29.00	71.50	12.50	30.50	71.75	60.50	119.50	113.50	38.50	618.25
OFFICER WORKED ON HOLIDAY	8.00	8.00	36.00	4.00	80.75	20.00	60.00	2.25	121.75	4.00	64.00	77.00	485.75
OFFICER FOR COURT	13.00	10.50	12.00		22.00	34.00	8.00	2.00	48.25	29.50	14.50	6.00	199.75
OFFICER TRAINING	40.50	42.50	155.75	227.50	132.25	191.00	35.00	90.25	45.25	131.00	209.50	103.25	1403.75
OFFICER RELIEF FOR FUNERAL		7.50		7.50	4.00								19.00
OFFICER ATTEND MEETING	14.00	10.00	20.00	14.00	4.50	15.50	10.00	7.50	16.00	7.00	2.50	11.50	132.50
STAFFING LEVEL	8.00	19.00	34.50	28.50	135.50	142.50	159.00	172.00	131.00	173.00	154.00	107.50	1264.50
INVESTIGATION	39.50	25.50	18.25	49.50	47.00	28.75	55.00	41.00	26.00	37.75	73.00	21.00	462.25
HONOR GUARD FOR FUNERAL		7.50						3.00			15.00		25.50
SCHOOL LIAISON REIMBURSED	21.50	20.00	7.00	17.50	26.00	13.50		9.50	56.50	39.00	15.50	11.00	237.00
COMMUNITY RELATIONS										16.50	5.50		22.00
SPECIAL ASSIGNMENT						9.00	2.00		4.00	4.00	28.00		47.00
SPECIAL ASSIGNMENT REIMBURSED		12.50			197.75								210.25
MISCELLANEOUS	8.00	17.25	46.00	15.50	36.75	18.00	11.25	27.50	23.25	21.75	32.00	16.75	274.00
MISCELLANEOUS REIMBURSED	76.50	42.00	112.00	89.00	43.00	24.00	14.00	19.50	7.00	25.00	39.50	5.50	497.00
Gross OFFICER OVERTIME	271.00	230.25	462.50	482.00	801.00	508.75	384.75	446.25	539.50	608.00	766.50	398.00	5898.50
SUBTOTAL REIMBURSED OVERTIME	(98.00)	(74.50)	(119.00)	(106.50)	(266.75)	(37.50)	(14.00)	(29.00)	(63.50)	(64.00)	(55.00)	(16.50)	(944.25)
NET OFFICER OVERTIME	173.00	155.75	343.50	375.50	534.25	471.25	370.75	417.25	476.00	544.00	711.50	381.50	4954.25
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget:	**$140,000**
Expenditures through 12/23/2016	**$173,667**
Percent of Total Budget:	**124.05%**

NOTES:

* Period 01/02/2016 - 01/29/2016
**Period 1/30/2016 - 02/26/2016
***Period 02/27/2016 - 03/25/2016
+Period 3/26/2016 - 4/22/2016
++Period 4/23/2016 - 6/3/2016
^Period 6/4/2016 - 7/1/2016
#Period 7/2/2016 - 7/29/2016
##Period 7/30/2016 - 8/26/2016
^^Period 8/27/2016 - 9/23/2016
^^^Period 9/24/2016 - 10/21/2016
*+Period 10/22/2016 - 12/2/2016
*+*Period 12/3/2016 - 12/30/2016

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2017

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	12.00	64.75	39.50	24.75	23.50	15.00	38.00	37.00	18.00	32.75	4.00	23.00	332.25
OFFICER WORKED ON HOLIDAY	97.00	13.75		31.00	97.00	21.75	54.75	8.00	121.75	16.00	66.00	87.00	614.00
OFFICER FOR COURT	9.00	10.00	6.00	1.75	21.00	10.00	4.00	25.00	4.00	22.00	15.00	4.00	131.75
OFFICER TRAINING	207.00	65.50	36.00	39.00	241.75	60.25	16.50	46.75	259.25	203.00	51.25	97.00	1323.25
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	5.50	27.25	10.50	16.00	17.50	9.50	16.50	3.00	2.00	12.00	2.00	14.00	135.75
STAFFING LEVEL	63.00	22.50	39.25	39.50	199.50	74.00	66.50	97.50	130.50	209.50	98.00	69.00	1108.75
INVESTIGATION	37.50	44.50	43.50	36.50	73.75	24.50	47.00	26.25	23.50	108.50	28.50	57.50	551.50
HONOR GUARD FOR FUNERAL		2.00		11.00									13.00
SCHOOL LIAISON REIMBURSED	18.00	23.50	25.00	7.00	31.50	15.00		5.00	41.00	61.00	10.00	16.00	253.00
COMMUNITY RELATIONS					2.00			3.50	3.50	3.00			12.00
SPECIAL ASSIGNMENT		6.25					9.00						15.25
SPECIAL ASSIGNMENT REIMBURSED		6.25		18.50	219.50	13.00			8.00	29.50	29.00		323.75
MISCELLANEOUS	27.50	13.50	42.75	20.25	26.25	17.75	10.75	11.50	9.75	35.50	17.00	20.25	252.75
MISCELLANEOUS REIMBURSED	66.00	130.00	45.00	60.00	104.00	67.50	57.50	51.00	30.50	42.50	26.00	19.00	699.00
Gross OFFICER OVERTIME	542.50	429.75	287.50	305.25	1057.25	328.25	320.50	314.50	651.75	775.25	346.75	406.75	5766.00
SUBTOTAL REIMBURSED OVERTIME	(84.00)	(159.75)	(70.00)	(85.50)	(355.00)	(95.50)	(57.50)	(56.00)	(79.50)	(133.00)	(65.00)	(35.00)	(1275.75)
NET OFFICER OVERTIME	458.50	270.00	217.50	219.75	702.25	232.75	263.00	258.50	572.25	642.25	281.75	371.75	4490.25

Total Overtime Budget: **$145,000.00**
Expenditures through 1/02/2018 **$182,422.00**
Percent of Total Budget: **125.81%**

01/02/2018
Report Date

NOTES:

* Period 12/31/2016 - 1/27/2017
**Period 1/28/2017 - 2/24/2017
***Period 02/25/2017 - 3/24/2017
+Period 03/25/2017 - 4/21/2017
++Period 4/22/2017 - 6/02/2017
^Period 6/03/2017 - 6/30/2017
#Period 7/1/2017 - 7/28/2017
##Period 7/29/2017 - 8/25/2017
^^Period 8/26/2017 - 9/22/2017
^^^Period 9/23/2017 - 11/3/2017
*+Period 11/4/2017 - 12/1/2017
*+*Period 12/2/2017- 12/29/2017

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2018

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	41.50	19.50	10.00	15.50	23.00	14.00	20.00	97.50	33.00	29.00	19.50	8.50	331.00
OFFICER WORKED ON HOLIDAY	105.75	8.00	12.00	42.00	98.25	22.00	70.50	4.00	114.00	12.00	51.75	98.75	639.00
OFFICER FOR COURT	4.00	14.00	13.00	12.00	18.00	12.00	23.50	6.00	14.00	53.50	9.00	26.00	205.00
OFFICER TRAINING	82.00	122.00	71.75	140.00	277.00	164.75	104.50	73.50	179.75	224.25	66.50	28.00	1534.00
OFFICER RELIEF FOR FUNERAL			4.50										4.50
OFFICER ATTEND MEETING	10.50		3.50	15.00	0.50		7.50		10.00	12.00		21.00	80.00
STAFFING LEVEL	68.00	51.25	97.75	61.50	87.50	92.00	83.00	73.75	140.50	175.50	99.50	85.25	1115.50
INVESTIGATION	50.75	77.00	82.25	87.50	40.75	27.50	39.00	55.50	15.00	83.00	57.25	74.50	690.00
HONOR GUARD FOR FUNERAL						15.50		3.00					18.50
SCHOOL LIAISON REIMBURSED	12.50	25.50	10.00	19.00	33.75	27.50		15.00	61.00	41.50	7.00	22.00	274.75
COMMUNITY RELATIONS						1.50		2.00	3.00	14.50		4.00	25.00
SPECIAL ASSIGNMENT						6.50				46.00			52.50
SPECIAL ASSIGNMENT REIMBURSED		17.50	9.50		212.75		26.50		13.50		30.75		310.50
MISCELLANEOUS	16.00	19.00	10.75	25.75	35.00	10.75	9.00	18.50	19.75	37.75	18.75	19.00	240.00
MISCELLANEOUS REIMBURSED	33.00	41.50	79.00	20.00	32.50	23.50	25.00	34.00	32.00	43.00	22.00	19.00	404.50
Gross OFFICER OVERTIME	424.00	395.25	404.00	438.25	859.00	417.50	408.50	382.75	635.50	772.00	382.00	406.00	5924.75
SUBTOTAL REIMBURSED OVERTIME	(45.50)	(84.50)	(98.50)	(39.00)	(279.00)	(51.00)	(51.50)	(49.00)	(106.50)	(84.50)	(59.75)	(41.00)	(989.75)
NET OFFICER OVERTIME	378.50	310.75	305.50	399.25	580.00	366.50	357.00	333.75	529.00	687.50	322.25	365.00	4935.00

Total Overtime Budget:	**$150,000.00**
Expenditures through 1/03/2018	**$201,025.68**
Percent of Total Budget:	**134.02%**

NOTES:

* Period 12/30/2017 - 1/26/2018
**Period 1/27/2018 - 2/23/2018
***Period 2/24/2018 - 3/23/2018
+Period 3/24/2018 - 4/20/2018
++Period 4/21/2018 - 6/1/2018
^Period 6/2/2018 - 6/29/2018
#Period 6/30/2018 - 7/27/18
##Period 7/28/2018 - 8/24/2018
^^Period 08/25/2018 - 09/21/2018
^^^Period 9/22/2018 - 11/2/2018
*+Period 11/3/2018 - 11/30/2018
*+*Period 12/01/2018 - 12/28/2018

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**January 8, 2019**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Consider donation from De Pere Christian Outreach Corp to the Fire Department. ***

ATTACHMENTS:

- DONATION_DE PERE CHRISTIAN OUTREACH (PDF)

Memo

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

From: Alan Matzke, Fire Chief AEM

Date: January 2, 2019

Re: Consider Donation from De Pere Christian Outreach Corp

The Fire Department is requesting acceptance of a donation from De Pere Christian Outreach Corp in the amount of $300. The accepted donation would be placed in the Fire Department donation account.

Thank you for your consideration of this request. We respectfully ask for your support to move this item forward to the City's Common Council for final action and acceptance. If you have any questions, please do not hesitate to ask.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**January 8, 2019**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Recommendation to Accept Donation from De Pere Christian Outreach***

The De Pere Christian Outreach has graciously donated $3,000 toward the De Pere Police Department K-9 fund. I am requesting the Finance and Personnel Committee recommend acceptance to the Common Council.

Thank you for your consideration and if you have any questions about the donation please contact me at your convenience.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: **January 8, 2019**

DEPARTMENT: **Police**

FROM: **Derek Beiderwieden**

SUBJECT: **Recommendation to Approve an Agreement with and the Purchase of Software from Tyler Technologies for Police Scheduling***

As part of the budget process for 2019, the police department identified the need for scheduling software to integrate with the current payroll system. The funds for such software was approved as part of that process. The department identified Tyler Technologies ExecutTime as the company and product that would fulfill our requirements. Tyler is the parent company of not only ExecuTime but also Incode, De Pere's financial and payroll software vendor. The two systems work seamlessly with each other and that is what the department was requiring. By integrating the officer scheduling with payroll the department reduces the mountainous amount of manual paperwork to almost nothing while improving accuracy and accountability.

The initial cost of the software and maintenance will be $19,937. The budget was approved for $23,478, so the cost of the software is less than originally estimated.

The attached agreement has been reviewed by our City Attorney and Tyler Technologies. Tyler has approved the changes the City Attorney recommended. The agreement needs to be approved by the city council. The signature block for the city needs an authorized signature. I am requesting the city council authorize the chief of police to be the agreement signer.

I am requesting recommendation for approval of the agreement and to purchase the software. If you should have any questions about the agreement or the purchase please contact me at your convenience.

Thank you for your consideration.

ATTACHMENTS:

- Tyler Saas City Edits12-18 [Tyler Redline] (DOCX)
- De Pere, WI - Executime Advanced Scheduling cloud Total Tyler discount C... (PDF)

SOFTWARE AS A SERVICE AGREEMENT

Comment [JSL1]: General comment: p numbers would be appreciated.

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means City of De Pere.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system

management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. Rights Granted. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).

2. SaaS Fees. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. Other Professional Services. We will provide you the various implementation-related services itemized in the Investment Summary and described in our industry standard implementation plan. We will finalize that documentation with you upon execution of this Agreement.

2. Professional Services Fees. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and

Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. Additional Services. The Investment Summary contains the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. Cancellation. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. Services Warranty. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. Site Access and Requirements. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. Client Assistance. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. Maintenance and Support. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

   8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

   8.2 provide telephone support during our established support hours;

   8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third

Party Software, if any, in order to provide maintenance and support services;

8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. Third Party Hardware. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. Third Party Software. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. Third Party Products Warranties.

3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. Third Party Services. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. Invoicing and Payment. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. Invoice Disputes. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. Term. The initial term of this Agreement is three (3) years from January 1, 2019, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement. Upon the termination of the Agreement, Tyler shall, upon Client request, provide to Client a copy of the Client SQL database then residing in Tyler's hosted environment.

Comment [JSL2]: If there is any data w... to retrieve at termination of the agreement, thi... d be spelled out here.

2. Termination. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

   2.1 Failure to Pay SaaS Fees. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of receiving written notice of our intent to terminate.

   2.2 For Cause. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 Force Majeure. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 Lack of Appropriations. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 Fees for Termination without Cause during Initial Term. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

a. if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;

b. if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and

c. if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. Intellectual Property Infringement Indemnification.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. General Indemnification.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

~~2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.~~

Comment [HC3]: We have removed it e... If that is an issue, let me know.

3. DISCLAIMER. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. EXCLUSION OF CERTAIN DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

6. Insurance. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. Additional Products and Services. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. Optional Items. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. Dispute Resolution. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. Taxes. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. Nondiscrimination. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. E-Verify. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. Subcontractors. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. Binding Effect; No Assignment. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. Force Majeure. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. No Intended Third Party Beneficiaries. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. Entire Agreement; Amendment. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. Severability. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. No Waiver. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. Independent Contractor. We are an independent contractor for all purposes under this Agreement.

15. Notices. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt

requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. Client Lists. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. Confidentiality. Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. Business License. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. Governing Law. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. Multiple Originals and Authorized Signatures. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. Cooperative Procurement. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances of that cooperative procurement.

22. Contract Documents. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By:________________________________

Name:______________________________

Title:_______________________________

Date:_______________________________

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

City of De Pere

By:________________________________

Name:______________________________

Title:_______________________________

Date:_______________________________

Address for Notices:
City of De Pere
335 S. Broadway
De Pere, WI 54115
Attn: ~~________________~~ City Clerk / Treasurer

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Tyler sales quotation to be inserted prior to Agreement execution.

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Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

   2.6 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where “Project Planning Services” are provided, payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products.

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank: Wells Fargo Bank, N.A.
420 Montgomery
San Francisco, CA 94104
ABA: 121000248
Account: 4124302472
Beneficiary: Tyler Technologies, Inc. – Operating

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   - Up to five (5) days = one (1) checked bag
   - Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

A. Private Automobile

Mileage Allowance – Business use of an employee’s private automobile will be reimbursed at the current IRS allowable rate, plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a “mid-size” or “intermediate” car. “Full” size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

C. Public Transportation

Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

D. Parking & Tolls

When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

Tyler’s TMC will select hotel chains that are well established, reasonable in price, and conveniently located in relation to the traveler's work assignment. Typical hotel chains include Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

“No shows” or cancellation fees are not reimbursable if the employee does not comply with the hotel’s cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel

For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

<u>Departure Day</u>

Depart before 12:00 noon	Lunch and dinner
Depart after 12:00 noon	Dinner

<u>Return Day</u>

Return before 12:00 noon	Breakfast
Return between 12:00 noon & 7:00 p.m.	Breakfast and lunch
Return after 7:00 p.m.*	Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C

SERVICE LEVEL AGREEMENT

I. <u>Agreement Overview</u>

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II. Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III. Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

a. <u>Your Responsibilities</u>

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

b. <u>Our Responsibilities</u>

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. Client Relief

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

Exhibit C
Schedule 1
Support Call Process

Support Channels

Tyler Technologies, Inc. provides the following channels of software support:

(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources

A number of additional resources are available to provide a comprehensive and complete support experience:

(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability

Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

New Year's Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

Issue Handling

Incident Tracking

Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

(1) Level 1: front-line representatives
(2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
(3) Level 3: assist in incident escalations and specialized client issues
(4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

(1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
(2) Email – clients can send an email to software support in order to escalate the priority of an issue
(3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

tyler technologies

Quoted By:	Tami Bates
Quote Expiration:	4/29/2019
Quote Name:	City of De Pere, Wi - Executime Advanced Scheduling
Quote Number:	2018-60233-2
Quote Description:	cloud with Incode & Total Tyler discount CORRECTED

Sales Quotation For
City of De Pere
335 S Broadway
de Pere , WI 54115-2593
Phone: +1 (920) 339-4046

Tyler Software and Related Services - SaaS

Description	Impl. Hours	Impl. Cost	Data Conversion	# Years	Annual Fee
	One Time Fees				
ExecuTime					
Advanced Scheduling - Up to 50ee	100	$10,000	$0		$4,913
ExecuTime Advanced Scheduling Mobile	0	$0	$0		$1,024
Sub-Total:		*$10,000*	*$0*		*$5,937*
TOTAL:	**100**	**$10,000**	**$0**	1	**$5,937**

Other Services

Description	Quantity	Unit Price	Extended Price	Maintenance
ExecuTime VPN Start up Fee	1	$4,000	$4,000	$0
Import Interface (using ExecuTime)	1	$0	$0	$0
Export Interface (using ExecuTime)	1	$0	$0	$0
TOTAL:			**$4,000**	**$0**

Summary	**One Time Fees**	**Recurring Fees**
Total Tyler SaaS	$0	$5,937
Total Tyler Services	$14,000	$0
Total Third Party Hardware, Software and Services	$0	$0
Summary Total	**$14,000**	**$5,937**
Contract Total	**$19,937**	

Comments

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**January 8, 2019**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Consider Amendments to Special Assessment Deferral Ordinance (Section 13-10 De Pere Municipal Code)**

ATTACHMENTS:

- Mayor & F-P Hardship Assessment Deferral 13-10 amend (DOCX)
- Hardship deferment of specials 13-10 red-lined(PDF)

MEMORANDUM

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

FROM: Judith Schmidt-Lehman, City Attorney

DATE: January 8, 2019 (meeting date)

RE: Proposed Amendments to Assessment Deferral Ordinance (§13-10 DPMC)

In June, 2017 the Council approved amending Section 13-10 De Pere Municipal Code (DPMC) to include sidewalk repair expenses as charges eligible for deferment requests based upon inability to pay ("indigency"). Prior to making this change, the ordinance (created in 1974) allowed for hardship deferrals for other property assessments (street reconstruction, sewer, water etc.), with applications being reviewed by the finance/personnel committee for recommendation to the council for final action.

Since June, 2017, two deferment applications have been submitted with both requests being granted. As the process played out in both requests, it became evident that the public meeting setting was very uncomfortable and humbling for the applicants, even with financial aspects of the request taking place in closed session. Both the City Administrator and the undersigned noticed this uncomfortableness. With support from the Mayor, these amendments have been drafted to streamline the request process to alleviate redundancy and designate the finance/personnel committee as the final decision maker in the process.

Attached are proposed revisions to this deferral ordinance. "Hardship" replaces "indigency" in an effort to modernize the language and the process and reduce the stigma of being labeled an "indigent." Additionally, as requested by the finance/personnel committee, the federal poverty guidelines are now expressly included in the ordinance as the metric to be used in evaluating requests for hardship.

These proposed revisions will be discussed at the January 8, 2019 Finance/Personnel Committee meeting. If you have any questions in advance of the meeting, feel free to call me at 339-4042.

JSL

Sec. 13-10. - Deferment of special assessments for hardship~~indigent persons~~.

(a) *Deferment.* ~~Any s~~Special assessment or sidewalk repair expense (hereinafter "assessment") levied or charged against property ~~owned by indigent persons~~ may be deferred for reasons of hardship by the finance/personnel committee ("the Committee") as provided in this section.~~council~~. ~~Such property~~Hardship assessment deferments may be granted only for assessments levied or charged against ~~shall be only~~ owner-occupied, single-family or duplex real estate. Such deferment shall be by resolution directing the clerk-treasurer to pay all or any portion of assessments levied or charged against such property.

(b) *Copy of resolution to be filed with county register of deeds.* A copy of such resolution, with a statement of the amount and date paid and a description of the property, certified by the clerk-treasurer, shall be recorded with the county register of deeds. The amount shall thereby become a lien upon such real property in favor of the city prior to any other lien, than prior outstanding tax certificates or prior liens hereunder, for the amount paid, with legal interest, and shall be enforceable after transfer of title of the property by sale, inheritance, gift or will, in the manner provided by law for the enforcement of mechanics' liens.

(c) *Discharge of lien.* The owner of such property, his or her heirs, personal representatives or assignees may discharge such lien at any time by paying the amount of such lien with accrued interest to the clerk-treasurer, who shall execute a proper satisfaction which may be duly recorded with the county register of deeds.

(d) *Transfer of title by sale or gift.* After transfer of title by sale, inheritance, gift, or will, or when the basis for ~~indigence~~ hardship no longer exists, the assessment shall be due and owing in full.

(e) *Application.* Application for deferment shall be made to the Committee ~~council~~ upon an affidavit form provided by the clerk-treasurer verified by each applicant.

(1) The application shall list the relationship, ages and employment status of the applicant and all dependents; a complete schedule setting forth all assets, liabilities and income from all sources, including his or her own and those of his or her dependents; and any other pertinent information which may assist in ~~the city to~~ evaluating~~e~~ such application. The current federal poverty guidelines shall be used by the Committee in evaluating the applicant's ability to pay the assessment. Nothing herein shall prohibit an applicant with a household income above such guidelines from receiving a deferral if the Committee determines that extraordinary expenses or other financial obligations of the applicant nonetheless constitute create hardship to the extent the applicant is unable to pay the assessment.

(2) The above schedule of net worth and income shall be considered and treated as privileged information and shall not be made public without the applicant's consent.

(3) Applications shall be reviewed by the ~~finance~~ C~~c~~ommittee which shall ~~recommend~~ either ~~the~~ grant or den~~yial of~~the requested deferment.~~s to the common council.~~ The decision of the Committee shall be final.

(f) *Notification of clerk-treasurer of increases.* The applicant shall notify the clerk-treasurer when his or her asset and/or annual income increases and when any factor used in the Committee's determination of hardship changes.

(g) *Providing false or incomplete information.* If the applicant willfully provides false or incomplete information, the basis for hardship ~~indigence~~ shall no longer exist and the assessments shall become due and owing in full.

(h) *Interest; deferment period.* Interest at the rate at which the City most recently bonded, plus 1% shall be charged during the deferment period. The interest rate shall not, however, exceed the legal rate prescribed by state law.