



Finance/Personnel Committee

Regular Meeting

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

Agenda

Tuesday, September 13, 2016

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **September 13, 2016 at 7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

Call to Order

1. Roll Call
2. Approval of Minutes of the August 9, 2016 regular meeting of the Finance/Personnel Committee
3. Approval of Police Overtime for August 2016
4. Fire Department Overtime and EMS Billing Report for August, 2016.
5. Review and Recommendation for Paroubek Developers Agreement - 400 Destiny Drive, East Industrial Park.
6. Approve Emergency Contingency Fund for repair of VFW Pool.*
7. Consider repeal of economic development grants to Reserve Class B license holders (§7-2(f) De Pere Municipal Code) as required by 2015 Wisconsin Act 286.*
8. Discussion Regarding Status of 2017 Budget Development.
9. Public Comment and announcements.
10. Future agenda items.
11. Adjournment

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

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

Agenda Sent To:

Alderspersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library

De Pere Chamber of Commerce

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2016

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Approval of Minutes of the August 9, 2016 regular meeting of the Finance/Personnel Committee

ATTACHMENTS:

- August 9, 2016 DRAFT Minutes (PDF)



Finance/Personnel Committee

Regular Meeting

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

Draft Minutes

Tuesday, August 9, 2016

7:30 PM

De Pere City Hall Council Chambers

Call to Order

The meeting was called to order at 7:30 PM by Mayor Michael J. Walsh

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

City Administrator Lawrence Delo
City Attorney Judith Schmidt-Lehman
Economic Development and Planning Director Kim Flom
HR Director Shannon Metzler
Police Chief Derek Beiderwieden
Finance Director Joe Zegers
Fire Chief Dennis Rubin
Julie Wall of M3 Insurance Company

- Approval of the minutes of the July 12, 2016 regular meeting of the Finance/Personnel Committee.

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

- Fire Department Overtime and EMS Billing Report for July 2016.

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

- Police Overtime Report for July 2016.

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

- Consideration of Request for Hiring a Project Manager to assist with an Emergency Roof Replacement for Police Department.*

Aldersperson Crevier questioned the reasons for differences in the range of amounts in quotes received for this project. Discussion followed. Chief Beiderwieden and City Administrator Delo explained that the quotes obtained were for the project management of the design and bidding for the roof replacement only and that actual replacement and repair work will be bid separately.

Attachment: August 9, 2016 DRAFT Minutes (5096 : Approval of August 2016 Minutes)

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

6. Consider Fire Department's request to procure a Utility Terrain Vehicle.*

Alderperson Crevier asked for an explanation as to how donations were already obtained. Chief Rubin explained that the Fire Department was approached by Donna Gilson, who has assisted the department in the past and asked which projects she could assist with financially.

UTV to be utilized to provide service for various special events, brush fires, the Fox River Trail, and on ice or to plow snow, if necessary. Fire Department is currently borrowing UTVs from other departments, such as Green Bay. UTV's two major functionality aspects are to give ability to provide treatment and transportation of patients where a full size ambulance cannot reach and to reach brush fires in an off-road situation. An enclosed, four-door model is preferred, with cost not exceed \$30,000 (including trailer). Adequate storage is currently available to house the UTV.

Mayor Walsh suggests that thank you's should go out to Ms. Gilson, Brown County Fair and Angel's Touch for the amounts they have pledged to donate.

Alderperson Donovan questions whether this fundraising conflicts with the Police Department Canine Fundraising, and Chief Rubin indicates that he feels it does not and that there are grants available to be applied for that would be separate and not applicable to police canine fundraising.

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

7. Consideration of Water Billing Credit Card Transaction Agreement with CSI. *

Finance Director Zegers indicates that water billing is currently being handled by the City of Green Bay. The CSI Agreement presented provides for a \$4.95 convenience fee per transaction for credit card payments. This is the only option that Green Bay has for credit card payments, and the fees are being passed to customers making payments. Finance Director Zegers explained that the City could offer credit card payments as simply another option for the customer to pay a water bill. EZ payments would also continue as an option and are debited from the customer's bank account without a fee to the customer or to the City. It is estimated that approximately 11% of customers presently use EZ pay. If the City would choose to absorb the credit card payment convenience fees, the cost is estimated to be at \$35,200, based on an average quarterly bill of \$200. Discussion followed.

CSI Agreement offered to the City mirrors Green Bay Agreement, and Green Bay is allowing the City to use their portal, if the City utilizes CSI for credit card payments. EZ pay is still the preferred, most efficient method of payment for the City, but the credit card option is designed to be merely a convenience to customer as another option to pay. It does not cost the City to provide the credit card option and the customer would have

the option to decide whether or not to pay the fee to use it. A link to make payments would go on the City's website and then transfer to Green Bay's to make payments.

RESULT:	ADOPTED [3 TO 2]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Larry Lueck, Alderperson
AYES:	Larry Lueck, Lisa Rafferty, Michael J. Walsh
NAYS:	Scott Crevier, Michael Donovan

8. Consider Section 13 Ordinance Revisions - Special Assessments*

Discussion regarding deferral for newly annexed properties. Economic and Planning Director Flom explained that this would open a new avenue for properties considering annexation to have an automatic deferral of special assessments for a period of time for infrastructure such as roads, storm sewer and sanitary sewer. City Attorney Schmidt-Lehman explained that only approved projects that are agriculturally zoned, and meet certain criteria, would be triggered for the automatic special assessment deferral that this ordinance revision would create and also clarified certain trigger points that would potentially nullify the deferral and make the assessments due and payable at that point.

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

9. Consideration of 2017 Benefit Renewal and Plan Design Changes *

Human Resources Director Metzler highlighted proposed benefit plan changes provided in the memo, which would be effective 1/1/2017. Significant changes are recommended, including switching to a new administrator for medical, resulting in approximately \$130,000 in savings and an enhanced service level, as well as a change in pharmacy administrator, resulting in approximately \$165,000 in savings and a change in stop loss coverage administrator. Stop loss rates (for claims above \$90,000) cannot be provided until closer to the renewal time, but will likely be recommended to go forward with lowest estimate for cost of coverage. Plan design changes are recommended for medical to match industry standard and by switching to new administrator there is a recommendation for a 0% increase in the health plan. Dental plan to be brought in line with industry standard as well, with a 3.6% increase going into next year, which is still below general standard. No changes are recommended for life insurance and long-term disability. On the wellness side, recommending voluntary health assessments to tie in with HRA account dollars received. For flex and COBRA, recommending changing administrator to enhance service level and save approximately \$3,000. Due to employee interest in full vision coverage, recommending offering vision coverage paid in full by employee. Discussion followed and committee member questions were answered. New health plan administrator comes highly recommended by references.

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

10. Determination of Salaries for Mayor and City Council for 2018 and 2019*

Discussion of salary for 2018 and 2019. Salaries to be set by December 31 of this year.
Recommendation of 2% increase.

RESULT:	ADOPTED [4 TO 1]
MOVER:	Larry Lueck, Alderperson
SECONDER:	Michael Donovan, Alderperson
AYES:	Scott Crevier, Michael Donovan, Larry Lueck, Michael J. Walsh
NAYS:	Lisa Rafferty

11. Discussion Regarding Status of 2017 Budget Development.

City Administrator Lawrence Delo reported that budget discussions are still on schedule for target dates. Meetings are upcoming with department heads and preliminary numbers are being assembled. Final numbers will be submitted for Mayor's preliminary budget, which will go before council in a study session in the first part of October. Budget is workable but expected to be tight due to slow construction in 2015, but next year expected to be better, since the City already has more construction value at this point this year as compared to last year. Non-profit development projects do help the community overall, but do not help the City's tax levy. Item was for discussion purposes only; no action was taken.

RESULT:	DISCUSSED
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12. Public Comment and announcements.

None.

13. Future agenda items.

None.

14. Adjournment.

Mayor Walsh moved, seconded by Alderperson Crevier, to adjourn the meeting at 8:46 p.m.

Respectfully submitted,

Angela Zills

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: September 13, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Approval of Police Overtime for August 2016

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

Training hours for August were for new officer training (bringing in trainers from other shifts) for defense and arrest tactics, Tracs (Accident reporting computer program), vehicle contacts, field sobriety testing, etc., and for regular SWAT training for 4 officers.

Augusts Miscellaneous OT of 27.5 hours is comprised of 13 Patrol 1.5 fraction allotments, 4.5 hours for Daily Observation Reports/Field Training Officer Reports and 10 hours of SWAT call outs.

The August Reimbursed Miscellaneous OT of 19.5 hours is comprised of Drug Task Force investigation hours.

Staffing overtime hours are higher mostly due to vacations and FMLA leave and will continue to be high for two more months for the same reasons.

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

ATTACHMENTS:

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

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

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

Total Overtime Budget: \$133,357.00

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

Percent of Total Budget: 108.74%

NOTES:

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

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

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

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

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

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

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

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

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

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

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

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

OVERTIME BY REASON 2015

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

Total Overtime Budget: \$150,000.00

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

Percent of Total Budget: 81.48%

NOTES:

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

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

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

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

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

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

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

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

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

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

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

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

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

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*++	TOTAL
OFFICER SICK RELIEF	42.00	8.00	21.00	29.00	71.50	12.50	30.50	71.75					286.25
OFFICER WORKED ON HOLIDAY	8.00	8.00	36.00	4.00	80.75	20.00	60.00	2.25					219.00
OFFICER FOR COURT	13.00	10.50	12.00		22.00	34.00	8.00	2.00					101.50
OFFICER TRAINING	40.50	42.50	155.75	227.50	132.25	191.00	35.00	90.25					914.75
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					95.50
STAFFING LEVEL	8.00	19.00	34.50	28.50	135.50	142.50	159.00	172.00					699.00
INVESTIGATION	39.50	25.50	18.25	49.50	47.00	28.75	55.00	41.00					304.50
HONOR GUARD FOR FUNERAL		7.50						3.00					10.50
SCHOOL LIAISON REIMBURSED	21.50	20.00	7.00	17.50	26.00	13.50		9.50					115.00
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT						9.00	2.00						11.00
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					180.25
MISCELLANEOUS REIMBURSED	76.50	42.00	112.00	89.00	43.00	24.00	14.00	19.50					420.00
Gross OFFICER OVERTIME	271.00	230.25	462.50	482.00	801.00	508.75	384.75	446.25	0.00	0.00	0.00	0.00	3586.50
SUBTOTAL REIMBURSED OVERTIME	(98.00)	(74.50)	(119.00)	(106.50)	(266.75)	(37.50)	(14.00)	(29.00)	0.00	0.00	0.00	0.00	(745.25)
NET OFFICER OVERTIME	173.00	155.75	343.50	375.50	534.25	471.25	370.75	417.25	0.00	0.00	0.00	0.00	2841.25
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 08/03/2016 \$110,036
Percent of Total Budget: 78.60%

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

^^Period
 *+Period
 *+*Period

Attachment: August 2016 PD OT Report (5071 : Police Overtime August 2016)

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2016

DEPARTMENT: Fire Department

FROM: Lea Taylor

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

ATTACHMENTS:

- FIRE DEPT AUGUST OT RPT (PDF)

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

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

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2016

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	124.25	126.00	168.00	126.00	108.75	137.75	186.00	101.25					1,078.00
EMS TRAINING	84.00	86.50	66.25	74.25	17.50	2.25	0.00	27.00					357.75
FIRE TRAINING	0.00	368.50	357.25	61.50	31.25	4.25	4.50	28.50					855.75
RESCUE CALLS	7.50	7.50	8.00	9.00	4.50	6.25	16.00	9.25					68.00
FIRE CALLS	7.25	0.00	0.00	0.00	5.50	0.00	0.00	0.00					12.75
MEETINGS	89.00	33.25	29.25	60.75	57.75	24.25	11.50	156.50					462.25
STAFFING REP.	0.00	4.50	0.00	132.75	0.00	0.00	144.00	231.00					512.25
MAINTENANCE	0.00	0.00	3.00	20.25	9.50	11.00	0.00	0.00					43.75
PUB. ED.	9.00	59.25	2.75	7.50	38.75	3.00	0.00	27.00					147.25
SPECIAL EVENTS	0.00	0.00	0.00	0.00	235.00	0.00	0.00	26.50					261.50
# FIRE RUNS	34.00	31.00	42.00	22.00	23.00	49.00	36.00	*29.00					237.00
# of EMS RUNS	137.00	115.00	130.00	169.00	182.00	153.00	178.00	*137.00					1,064.00
DISPATCH ERRORS	6.00	3.00	11.00	11.00	8.00	5.00	3.00	*11.00					47.00
TOTAL HRS.	321.00	685.50	634.50	492.00	508.50	188.75	362.00	607.00	0.00	0.00	0.00	0.00	3,799.00

Special Events included in Overtime

Total Overtime Budget \$100,000, Expenditures through September 6, 2016 \$55,604, 56%

*Due to new Records Management System transition on 08/28/16, August reports reflect dates of service from 08/01/16-08/28/16

Attachment: FIRE DEPT AUGUST OT RPT (5088 : Fire Department Overtime and EMS Billing Report for August, 2016.)

**DE PERE FIRE RESCUE
AUGUST, 2016
*OVERTIME CAUSED BY SICK LEAVE**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
08/03/16	24	36
08/14/16	24	36
TOTAL:	48	72

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

Incident Type Report (Summary)
From 01/01/16 To 08/28/16
Report Printed On: 09/06/2016

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Fire, other (100)	2	0.13%	\$0.00	\$0.00	\$0.00	0.00%
Building fire (111)	15	0.98%	\$16,100.00	\$4,500.00	\$20,600.00	51.24%
Cooking fire, confined to container (113)	6	0.39%	\$3,100.00	\$5.00	\$3,105.00	7.72%
Fuel burner/boiler malfunction, fire confined (116)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Trash or rubbish fire, contained (118)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Fire in mobile home used as fixed residence (121)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Fire in portable building, fixed location (123)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Mobile property (vehicle) fire, other (130)	2	0.13%	\$150.00	\$150.00	\$300.00	0.75%
Passenger vehicle fire (131)	3	0.20%	\$6,500.00	\$1,100.00	\$7,600.00	18.90%
Road freight or transport vehicle fire (132)	2	0.13%	\$5,000.00	\$0.00	\$5,000.00	12.44%
Off-road vehicle or heavy equipment fire (138)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Forest, woods or woodland fire (141)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Grass fire (143)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Outside rubbish fire, other (150)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Special outside fire, other (160)	2	0.13%	\$100.00	\$0.00	\$100.00	0.25%
Outside equipment fire (162)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
	41	2.72%	\$30,950.00	\$5,755.00	\$36,705.00	91.30%
2 Overpressure Rupture, Explosion, Overheat(no fire)						
Overpressure rupture, explosion, overheat other (200)	2	0.13%	\$0.00	\$0.00	\$0.00	0.00%
Excessive heat, scorch burns with no ignition (251)	2	0.13%	\$0.00	\$0.00	\$0.00	0.00%
	4	0.26%	\$0.00	\$0.00	\$0.00	0.00%
3 Rescue & Emergency Medical Service Incident						
Rescue, EMS incident, other (300)	7	0.46%	\$0.00	\$0.00	\$0.00	0.00%
Medical assist, assist EMS crew (311)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Emergency medical service, other (320)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
EMS call, excluding vehicle accident with injury (321)	1130	74.10%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	37	2.43%	\$3,000.00	\$500.00	\$3,500.00	8.71%
Motor vehicle accident with no injuries (324)	4	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Watercraft rescue (365)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Rescue or EMS standby (381)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
	1182	77.53%	\$3,000.00	\$500.00	\$3,500.00	8.71%
4 Hazardous Condition (No Fire)						
Hazardous condition, other (400)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Gasoline or other flammable liquid spill (411)	3	0.20%	\$0.00	\$0.00	\$0.00	0.00%
Gas leak (natural gas or LPG) (412)	3	0.20%	\$0.00	\$0.00	\$0.00	0.00%
Oil or other combustible liquid spill (413)	2	0.13%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide incident (424)	12	0.79%	\$0.00	\$0.00	\$0.00	0.00%
Electrical wiring/equipment problem, other (440)	3	0.20%	\$0.00	\$0.00	\$0.00	0.00%
Heat from short circuit (wiring), defective/worn (441)	3	0.20%	\$0.00	\$0.00	\$0.00	0.00%
Overheated motor (442)	3	0.20%	\$0.00	\$0.00	\$0.00	0.00%
Breakdown of light ballast (443)	2	0.13%	\$0.00	\$0.00	\$0.00	0.00%
Power line down (444)	17	1.11%	\$0.00	\$0.00	\$0.00	0.00%
Arcing, shorted electrical equipment (445)	2	0.13%	\$0.00	\$0.00	\$0.00	0.00%
Accident, potential accident, other (460)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
	52	3.43%	\$0.00	\$0.00	\$0.00	0.00%
5 Service Call						
Service Call, other (500)	6	0.39%	\$0.00	\$0.00	\$0.00	0.00%
Person in distress, other (510)	5	0.33%	\$0.00	\$0.00	\$0.00	0.00%
Lock-out (511)	10	0.66%	\$0.00	\$0.00	\$0.00	0.00%
Water problem, other (520)	2	0.13%	\$0.00	\$0.00	\$0.00	0.00%
Smoke or odor removal (531)	5	0.33%	\$0.00	\$0.00	\$0.00	0.00%
Animal rescue (542)	3	0.20%	\$0.00	\$0.00	\$0.00	0.00%
Public service (553)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Assist invalid (554)	18	1.18%	\$0.00	\$0.00	\$0.00	0.00%
Defective elevator, no occupants (555)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Cover assignment, standby, moveup (571)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
	52	3.43%	\$0.00	\$0.00	\$0.00	0.00%
6 Good Intent Call						
Good intent call, other (600)	9	0.59%	\$0.00	\$0.00	\$0.00	0.00%
Dispatched and cancelled en route (611)	59	3.87%	\$0.00	\$0.00	\$0.00	0.00%
Wrong location (621)	32	2.10%	\$0.00	\$0.00	\$0.00	0.00%
Authorized controlled burning (631)	2	0.13%	\$0.00	\$0.00	\$0.00	0.00%
Smoke scare, odor of smoke (651)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Steam, vapor, fog or dust thought to be smoke (652)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
HazMat release investigation w/no HazMat (671)	2	0.13%	\$0.00	\$0.00	\$0.00	0.00%
	106	6.96%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call						
False alarm or false call, other (700)	9	0.59%	\$0.00	\$0.00	\$0.00	0.00%
Municipal alarm system, malicious false alarm (711)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
System malfunction, other (730)	4	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Sprinkler activation due to malfunction (731)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Extinguishing system activation due to malfunction (732)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation due to malfunction (733)	4	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Heat detector activation due to malfunction (734)	2	0.13%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system sounded due to malfunction (735)	13	0.85%	\$0.00	\$0.00	\$0.00	0.00%
CO detector activation due to malfunction (736)	10	0.66%	\$0.00	\$0.00	\$0.00	0.00%
Unintentional transmission of alarm, other (740)	4	0.26%	\$0.00	\$0.00	\$0.00	0.00%
Sprinkler activation, no fire - unintentional (741)	5	0.33%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation, no fire - unintentional (743)	8	0.52%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	15	0.98%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide detector activation, no CO (746)	7	0.46%	\$0.00	\$0.00	\$0.00	0.00%
	84	5.51%	\$0.00	\$0.00	\$0.00	0.00%
9 Special Incident Type						
Special type of incident, other (900)	3	0.20%	\$0.00	\$0.00	\$0.00	0.00%
Citizen complaint (911)	1	0.07%	\$0.00	\$0.00	\$0.00	0.00%
	4	0.27%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count:	1525			Total Est. Loss:	\$40,205.00	

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

MUTUAL AID GIVEN

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
1375	COUNTY RESCUE	EMS
1387	COUNTY RESCUE	EMS
1392	ASHWAUBENON	FIRE
1400	ASHWAUBENON	FIRE
1427	LAWRENCE	FIRE
1482	ASHWAUBENON	FIRE
1492	ASHWAUBENON	FIRE
1495	ASHWAUBENON	EMS
1498	ASHWAUBENON	EMS

MUTUAL AID RECEIVED

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
1395	GREEN BAY	EMS
1485	GREEN BAY	EMS
1500	GREEN BAY	EMS
1519	ASHWAUBENON	EMS

DE PERE FIRE RESCUE
STRUCTURAL FIRE "STILL" ALARMS FOR AUGUST 2016



Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
08/01/2016	1225 Lawrence Drive	A	Smoke detector activation	E111, E121	Investigate, unintentional
08/01/2016	200 S. Ninth Street	A	Smoke detector activation	E111, E121	Investigate, unintentional
08/01/2016	1169 Jordan Road	B	Carbon monoxide alarm sounding	E111	Investigate, malfunction, new detector given to homeowner
08/04/2016	500 N. Michigan Street	C	Carbon monoxide alarm sounding	E111	Investigate, malfunction
08/08/2016	450 S. St. Bernard Drive	A	Building Fire	E111, E121, L111	Investigate, bathroom fan burning
08/08/2016	2960 Allied Street (Village of Ashwaubenon)	A	Smoke in building	C190, L111	Investigate, overheated motor
08/08/2016	707 Oconto Place	A	Carbon monoxide alarm sounding	E111	Investigate, malfunction, replaced batteries
08/10/2016	100 Shelley Lane	A	Gas Leak	E111, E121	Hazmat leak control and containment
08/10/2016	2066 Lawrence Drive	B	Fire alarm sounding	E111, E121	Investigate, bad detector head

Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
08/11/2016	1700 Chicago Street	B	Fire alarm sounding	A121, E121, L111	Investigate, malfunction
08/14/2016	1694 Crimson Court (Town of Lawrence)	C	Building fire	C190, E121	Extinguish, salvage and overhaul
08/15/2016	650 S. Michigan Street	A	Fire alarm sounding	A111, E111, E121	Investigate, unintentional
08/18/2016	570 S. Ninth Street	B	Fire alarm sounding	E111	Investigate, unintentional
08/19/2016	828 Lone Oak	A	Carbon monoxide alarm sounding	E111, A111	Investigate, replaced battery
08/24/2016	2072 Kassner Drive (Village of Ashwaubenon)	A	Smoke in house	L111	Investigate, overheated lamp cord
08/26/2016	1900 Enterprise Drive	A	Fire alarm sounding	E111	Investigate, unintentional
08/26/2016	2362 Talladega Speedway	C	Fire alarm sounding	E121	Investigate, malfunction
08/28/2016	255 N. Tenth Street	A	Smoke detector activation	E111, E121	Investigate, malfunction

**EMS MEDICAL BILLING
MONTHLY REPORT**

	JAN. '16	FEB. '16	MAR. '16	APR. '16	MAY '16	JUNE '16
CHARGES	94,535	89,639	87,567	104,417	98,089	93,720
PAYMENTS	51,525	50,957	53,968	62,433	47,681	50,854
ADJUSTMENTS	34,515	30,457	35,733	37,088	39,421	35,671
WRITE OFFS	8,542	50,513	84	10,521	7,842	2,673

	JULY '16	AUG. '16	SEPT. '16	OCT. '16	NOV. '16	DEC. '16
CHARGES	131,310					
PAYMENTS	58,072					
ADJUSTMENTS	44,824					
WRITE OFFS	5,255					

Payments to EMS	
Jan. 2016	4,307
Feb. 2016	3,986
March 2016	4,270
April 2016	5,771
May 2016	3,954
June 2016	4,122
July 2016	4,734
Aug. 2016	
Sept. 2016	
Oct. 2016	
Nov. 2016	
Dec. 2016	
Total Paid	\$31,144

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

MEETING DATE: September 13, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Review and Recommendation for Paroubek Developers Agreement -
400 Destiny Drive, East Industrial Park.

ATTACHMENTS:

- FP Memo DA Paroubek (PDF)
- Paroubek Holdings Sale-Purchase Agreement with Ex A pdf (PDF)

City of De Pere MEMORANDUM



To: Finance & Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: September 13, 2016

RE: **Consideration of Developers Agreement With Paroubek Houldings, LLC.**

PROJECT SUMMARY

Paroubek Holdings, LLC. plans to relocate and expand their insurance business from its current downtown location to 400 Destiny Drive in the East Industrial Park. They plan to construct a 3,000 s.f. office building on an approximately 1 acre site, with room to expand. The property is in TID #10 and owned by the City. The Developer has requested financial assistance, in the form of a land grant and a 'pay go' property tax rebate. This type of incentive package is beneficial for the City because we do not incur bonding and interest costs that accompany Developer Grants. Additionally, rebating property taxes mitigates the City's risk that a development may not occur, because the project is built and operational before the incentive is paid.

The City has prepared a Developer's Agreement that proposes the following:

- o An assessed value of the building in the amount of \$450,000 as of January 1, 2018.
- o A \$67,500 (15% of assessed value) Incentive Package that includes the following:
 - a. \$46,359 Land Grant (\$45,000/acre repaid to the City through TID increment)
 - b. 15% property tax rebate (estimated to yield approximately \$21,115 over the life of the TID, or \$1,620 annually). The percent rebate stays the same so that the annual rebate may adjust if the assessed value changes.

Provisions typical to De Pere Developers Agreement also apply and include:

- Developer agrees that it shall not, without prior written consent of the City, sell or lease any portion of the building in a manner that would cause any portion to become exempt from real estate taxation. If the property became tax exempt, a payment in lieu of taxes (PILOT) would apply.
- Payment in lieu of tax required, or a deficit payment, to be made if the assessed value falls below \$300,000 during the life of the TID.

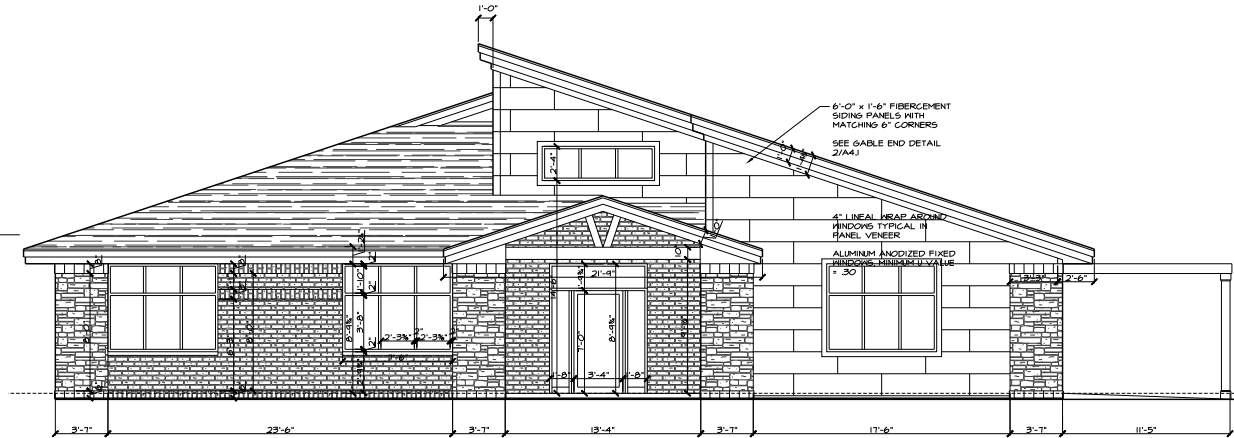
The City Council approved a CSM to subdivide the city-owned property on Sept 6, 2016 and the Plan Commission approved a site plan for the building on August 22, 2016. The Developers Agreement, site plan, and building elevations are attached for your review. Please contact me if you have any questions on this agreement prior to the meeting.

Attachments

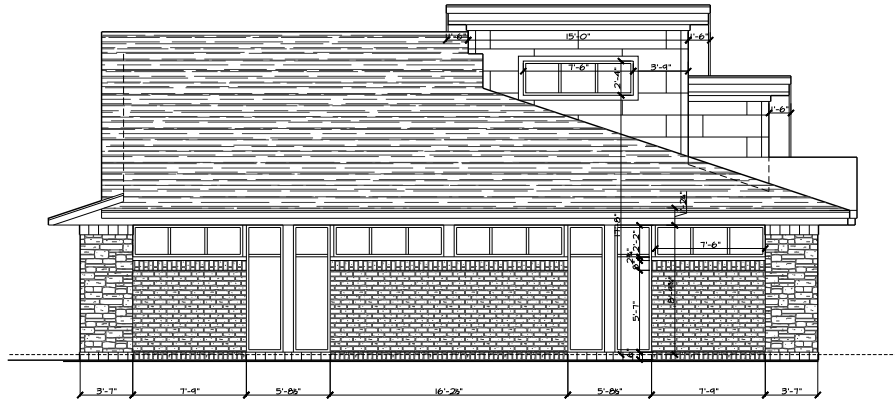
c: Michael Walsh, Mayor
 Larry Delo, City Administrator
 Judith Schmidt-Lehman, City Attorney

Attachment: FP Memo DA Paroubek (5073 : Paroubek Developers Agreement East Industrial Park)

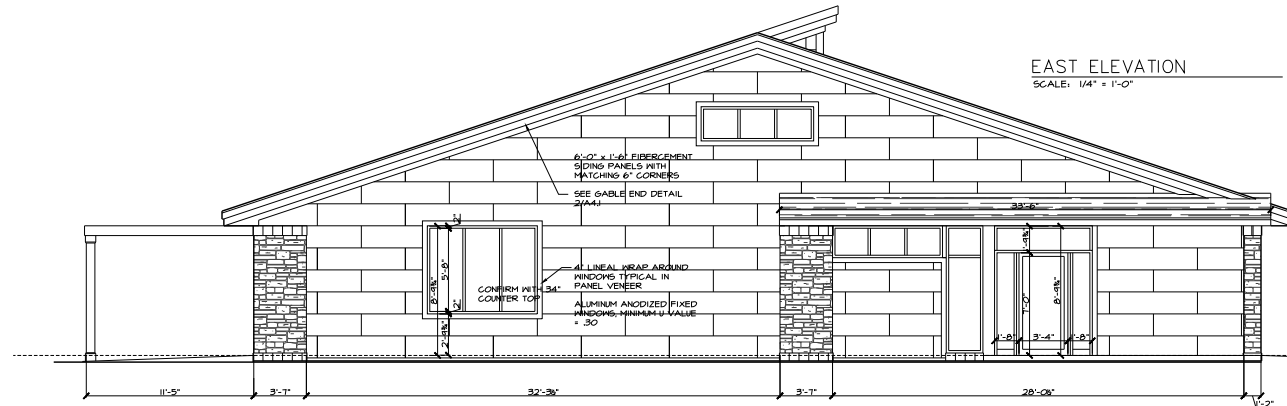
WEST ELEVATION
SCALE: 1/4" = 1'-0"



NORTH ELEVATION
SCALE: 1/4" = 1'-0"



EAST ELEVATION
SCALE: 1/4" = 1'-0"



LaPlante
Architecture, LLC

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Brice - Paroubek - Job # 101006
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Proposed Office Building
Paroubek Insurance Agency INC.
Desiny Drive
DePere, WI

REVISION	DATE
XXX	XXXX

DATE
6/4/2016
PROJECT NO.
101006

SHEET
A
1.1

DRAFT

**AGREEMENT REGARDING THE SALE AND PURCHASE OF CERTAIN
BUSINESS PARK PROPERTY BETWEEN THE
CITY OF DE PERE AND PAROUBEK HOLDINGS, LLC**
(Part of ED-F0081-2)

THIS AGREEMENT, made and entered into this ____ day of _____, 2016, by and between the City of De Pere, Wisconsin, a municipal corporation ("City"), and Paroubek Holdings, LLC, a Wisconsin limited liability company ("Developer").

RECITATIONS

WHEREAS, City owns certain property within its corporate limits known as the East Industrial Park, and wishes to develop a portion of this Industrial Park; and

WHEREAS, Developer desires to enter into an agreement to purchase an approximate 1.03 acre parcel for the purpose of constructing an approximate 3,000 square feet office building thereon; and

WHEREAS, pursuant to Wis. Stats. §66.1105, the City created Tax Increment District No. 10 (TID #10) as and for the benefit of industrial development within the District; and

WHEREAS, Developer's intended office building development is consistent with the Project Plan for TID #10 and will be beneficial to the City; and

WHEREAS, Developer's ability to develop the office building is contingent upon City providing financial and other assistance to Developer on the terms set forth in this Agreement; and

WHEREAS, City desires to provide such financial assistance and to promote this development.

NOW, THEREFORE, in consideration of the foregoing and mutual covenants and promises contained herein and other good and valuable consideration, the receipt of which is acknowledged, the undersigned hereby agree as follows:

I. DEFINITIONS

- A. Assessed value** means the value placed upon the Completed Property by the city assessor under Chapter 70, Wisconsin Statutes.
- B. Completed Property** means the real estate and building improvements contemplated by the Parties as approved by the City Plan Commission on the Subject Property. Completed Property and Subject Property can/are used interchangeably after the certificate of occupancy is issued by the Building Inspection Department.
- C. District and/or TID #10** means City of De Pere Tax Increment Financing District No. 10. TID #10 is statutorily scheduled to close as of December 31, 2031.
- D. Guaranteed value** means Four-hundred fifty thousand dollars (\$450,000.00).
- E. Minimum assessed value** means Three-hundred thousand dollars (\$300,000.00).
- F. PILOT** means payment in lieu of tax.
- G. Subject Parcel** means that 1.03 acre parcel identified on Exhibit 1 as Lot 1.

II. PURCHASE OF REAL ESTATE. Developer agrees to purchase, and City agrees to sell, the 1.03 acre parcel of real estate legally described as:

(INSERT LEGAL once CSM recorded)

Such parcel is shown on the attached Exhibit A and identified in this Agreement as the "Subject Parcel."

A. Purchase Price. The purchase price for the Subject Parcel shall be \$45,000.00 per acre, plus each fraction thereof for a total purchase price of Forty-six thousand three hundred fifty-nine and no/100 dollars (\$46,359.00) ($\$45,000.00 \times 1.03$).

B. Municipal Improvements and Utilities. The purchase price for the Subject Parcel covers and includes the following municipal improvements: concrete street, curb, gutter, storm sewer, sanitary sewer, municipal water, and by the following private utility improvements: electric and natural gas services. All of such improvements and utilities shall be available and located in Destiny Drive and Profit Place rights-of-way. The purchase price however is not intended to and does not cover extension of municipal improvements from their location in City right-of-way onto the Subject Parcel.

C. Earnest Money. City acknowledges the receipt of earnest money from Developer in the amount of \$500.00. Such earnest money shall be credited against the purchase price upon closing on the property. Should the property sale not close for any reason not attributable to City, such earnest money shall be forfeited to City.

III. CLOSING PROCEDURE. Closing shall take place on or before September 23, 2016 at De Pere City Hall unless the parties otherwise agree in writing. The following shall constitute contingencies and conditions precedent to Developer's obligation to close on its purchase of the Subject Parcel, each of which must be satisfied or waived in writing by Developer prior to closing:

A. Evidence of Title/Title Defects. Upon receipt of written notification by Developer that the financing condition has been satisfied, City shall at its own expense, provide title insurance for the property to be conveyed and shall forward a copy of the

commitment of such title insurance to Developer at least seven (7) days prior to closing. The commitment shall be for an owner's policy of title insurance in the amount of the purchase price, naming Developer as the intended insured, written by a responsible title insurance company licensed in the State of Wisconsin with an extended coverage and gap endorsement showing title to the property to be marketable. City shall cause, at its cost and expense, cause the deletion of all standard title insurance exceptions to such title insurance policy, with the exception of those exceptions which would be removed by an ALTA/ACSM Minimum Survey. If Developer gives City notice of any title defects prior to the closing which are not acceptable or if the commitment does not contain the extended coverage endorsement, City shall use its best effort to cure such defects. If any such defects are not cured by the date of closing, Developer may terminate this Agreement or reschedule the closing at its option.

B. Closing Costs. City shall pay all closing costs usually and customarily paid by sellers, including the cost of the title insurance as provided herein.

C. Conveyance of Title. City shall convey good title to Developer by good and sufficient warranty deed as of the date of closing, free and clear of liens and encumbrances except the following:

1. Municipal and zoning ordinances provided the same do not restrict or interfere with the intended use of the property.
2. Easements of record provided the same do not restrict or interfere with the intended use of the property.
3. Obligations contained in this Agreement.

D. Access Prior to Closing. City shall permit Developer access to the Subject Parcel prior to closing at no cost to Developer for the purpose of site examination and testing as deemed reasonable by Developer. Developer agrees to hold City harmless for any and all injury that may occur to Developer, its agents or employees, City's agents, employees or third parties, or any properties or interest of any of the above referenced persons occasioned as a result of Developer's site examination and testing activities as contemplated by this section. The hold harmless provision of this paragraph is intended to include all costs of defense, including reasonable attorney fees.

IV. ENVIRONMENTAL WARRANTIES AND INDEMNITIES.

A. Environmental Condition of Property. City has forwarded to Developer a Phase I Environmental Audit of the Subject Parcel. At the time of purchase of the property, the City made reasonable inquiries into the use of the property and was informed that during the time of prior ownership, the Subject Parcel was used as farm land. Based on the results of those inquiries and information supplied to date, City represents as follows:

1. **Past Use of Property.** To the best of its knowledge, no portion of the Subject Parcel has ever been used:

(a) In a manner requiring the issuance of a permit covering the discharge or disposal of pollutant or waste into any waters of the United States pursuant to Wisconsin Statutes, or 33 U.S.C. 1241, et seq.

(b) For treatment, collection, storage, or disposal of any refuse, objectionable waste, or material in a manner inconsistent with regulations issued by the Wisconsin Department of Natural Resources pursuant to Wisconsin Statutes, or requiring a permit thereunder.

(c) For the generation, transport, treatment, storage, or disposal of any hazardous waste subject to regulation under Wisconsin Statutes, or 42 U.S.C. 6901, et seq.

(d) For the manufacture, processing, distribution in commerce, use, or disposal of any toxic substance, including, particularly, PCB's and asbestos, subject to regulations under 15 U.S.C. 2601, et seq.

(e) For any underground storage tanks subject to regulation under Wis. Admin. Code c. ATCP 93 (Oct. 2013), as may be amended from time to time.

(f) For any injection well, dry well, or similar facility subject to regulation pursuant to Wisconsin Statutes, or 42 U.S.C. 300H, et seq.

2. **Release of Hazardous Substances.** To the best of its knowledge, the City is of the belief that there is no current, nor has there been any past release or substantial threat of release of a hazardous substance, pollutant, or contaminant from or onto the property subject to regulations pursuant to Wisconsin Statutes, or 42 U.S.C. 9601, et seq., or subject to any action that may make the buyer liable in tort under common law, public, or private nuisance action.

3. **Threatened or Pending Environmental Litigation.** No portion of the Subject Parcel is the subject of threatened or pending investigation or lawsuit or administrative action by any person, forum, governmental body or any entity relating to or arising from any manner of circumstances subject to regulation pursuant to any statute, ordinances, or regulations.

4. **Compliance with federal, state, or local environmental laws.**

The current use of the Subject Parcel is fully in compliance with all federal, state, county, and municipal laws and regulations.

5. **Flood plain or wetlands.** The City has not obtained, and under this Agreement is not required to obtain, a shoreland-wetland delineation study for the Subject Parcel and makes no representations regarding wetlands and the Subject property. The Subject Parcel is not currently identified as flood plain under Chapter 15 De Pere Municipal Code.

B. Provisions to Survive Closing. The representation provisions of this section shall survive the closing of this transaction.

V. DEVELOPER OBLIGATIONS

A. Construction

1. **Site Plan.** Developer has submitted and received conditional approval of a site plan, including all fencing, landscaping, lighting, signage, off-street parking, off-street loading, building design, facade materials, improvement layout (site drainage, utilities and erosion control), accessory building or structures, and any other information related to the construction and appearance of the site and building and any accessory buildings or structures thereon.

2. **Developer to Substantially Improve.** Developer shall substantially develop the building and improvements on the property in accordance with the plan submitted to the City within twelve (12) months of the closing of the property. Substantial development as used in this

Agreement shall be the actual and substantial construction of permanent structures in compliance with all plans required by this Agreement. In addition, Developer must give meaningful and satisfactory assurance to City that the completion of the construction in compliance with the approved plan shall be accomplished within a reasonable time, taking into consideration the normal industry standards for the type and complexity of construction involved. Determination of substantial development is to be at the reasonable discretion of City.

3. Certificate of Occupancy. The project shall be completed with the certificate of occupancy issued by the Building Inspection Division on or before January 1, 2018.

4. Failure to Substantially Develop.

a. Notice and Cure. If, in the reasonable discretion of City, Developer has not complied with the provisions of paragraph 2, above, City may, by certified mail, inform Developer of such failure.

b. City Repurchase. If after sixty (60) days of mailing of such notice, Developer has still not submitted a satisfactory plan or substantially developed the property in compliance with the site plan, City may repurchase the property for the price actually paid for the property, less the Developer's Grant paid under paragraph VI.A.1., less any real property taxes due or liens or judgments of record. The parties acknowledge that this calculation may result in a payment from Developer to City upon the City's repurchase of the subject property.

c. Improvements. If repurchase is made under this section, all improvements to the real property shall become that of the City and Developer shall remain liable and hold the City harmless for any lien, claim, or judgment which may arise against the subject parcel as a result or consequence of Developer's ownership or construction efforts thereon.

d. Force majeure. If Developer is delayed from achieving substantial development as required in this Agreement and as referred to in this paragraph due to circumstances beyond the reasonable control of Developer, including, but not limited to, strikes, Acts of God, or force majeure, the rescission and repurchase provision of this paragraph shall be postponed by the period of such delay. This provision is intended to be in addition to all other remedies available to the City at law.

5. Repurchase Closing. Closing for repurchase as contemplated in Section V.A., paragraph 4, above, shall occur not less than sixty (60) days from the date of termination of the notice referred to in either Section V, paragraph 4, above, unless another time is specifically agreed upon by the parties. At such closing, Developer shall, at its own expense, extend the title insurance previously supplied by the City, naming the City as owner and shall remove any and all encumbrances not present on the title at the time of the original closing. Title shall be conveyed by warranty deed to the City and Developer shall pay all closing costs and transfer and recording fees.

B. Valuation warranties.

1. Developer warrants that the Guaranteed Value of the Completed Property as of January 1, 2018 shall be Four-Hundred Fifty-Thousand Dollars (\$450,000.00). To that end, Developer, for itself, its successors and assigns, hereby waives all rights during the life of the District to appeal the assessed value of the Completed Property, assert a claim of unlawful tax, assert a palpable error, or otherwise challenge, under any existing or newly created right in the future under Wisconsin or Federal laws, the value of the Completed Property below the Guaranteed value for the duration of the life of the District.
2. Further, Developer warrants that during the life of the District, the Assessed Value of the Completed Property shall be at least the Minimum Value (\$300,000.00.) Should the Assessed of the Completed Property fall below the Minimum Value, Developer shall make PILOT as provided in Paragraph V.D. below.

C. Property to remain taxable. For the duration of the life of the District, Developer hereby agrees, for itself, its successors and assigns, that it shall not, without the prior written consent of the City, sell or lease any portion of the Subject Property to an entity whereby such sale or lease would cause such portion of the Subject Property to become exempt from real estate taxation. This obligation, as well as the other obligations of this Agreement, shall be binding upon all of the Developer's successors and assigns. Developer further agrees it will place a restriction in any deed conveying the Subject Property during the duration of this Agreement prohibiting any use of such property

during the term of this Agreement which would cause the subject Property or any portion thereof to become tax exempt. Should the Office Building and/or Property nevertheless become tax exempt, Developer, for itself, its successors and assigns, hereby agrees that a PIOLT shall then be made by the owner of the Subject Property in accordance with the process set out in Paragraph V.D.below.

D. Calculations of any PILOT required under this Agreement shall be as follows:

1. If Assessed Value falls below the Minimum Value:

a. The Assessed Value of the Completed Property shall be subtracted from the Minimum Value. The difference shall be multiplied by the mil- rate for all taxing jurisdictions established for each tax year for the east side of De Pere. The product of such multiplication shall itself be multiplied by a factor of .85, the product of which shall be the total PILOT, due and payable on or before October 15 of the year due.

b. If the PILOT is not fully paid by October 15 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

2. If the Subject Property becomes tax exempt:

a. The Assessed Value of the Completed Property for the year immediately preceding the effective date of tax-exempt status, shall be multiplied by the mil-rate for all taxing jurisdictions

established for each tax year for the east side of the City of De Pere. The product of such multiplication shall itself be multiplied by a factor of .85, which shall be the total PILOT, due and payable on or before October 15 of the year due.

b. If the PILOT is not fully paid by October 15 of the year in which it is due, the amount so determined under the above process shall be placed against the property as a special charge for services rendered under Wis. Stats. §66.0627(2).

VI. CITY OBLIGATIONS

A. Developer Incentives.

1. City shall make to Developer a Developer's Grant in the amount of Forty-six thousand three-hundred fifty-nine and no/100 Dollars (\$46,359.00), which shall be payable to Developer upon closing of the purchase of the Fee Parcel.

2 City shall also pay to Developer a Developer's incentive equal to 15% of the real property tax paid by Developer on real estate taxes attributable to the Project, commencing with taxes assessed for 2018 and continuing until termination of the District.

B. The Developer's incentive shall be calculated on an annual basis by multiplying the real estate taxes paid by 15% (taxes paid x.15).

C. City shall pay the Developer's incentive within 30 days following Developer's notice to City that the annual real estate bill for the tax parcel is paid in full.

Real estate taxes do not include any lawful special assessment, special charge, personal property or other charges that may appear on the annual tax bill. No Developer's incentive shall be owing or payable upon Developer making any PILOT insofar as such PILOT reflects the 15% incentive.

VII. DEFAULT PROVISIONS.

A. Breach and Cure. Any provision of this Agreement which does not contain a specific remedy shall be resolved as provided hereunder. If either party believes that such provision has been breached, it shall supply the other party with written notice, informing the other party that it has fifteen (15) days to cure such breach. If there is no cure of that breach, the party may bring any action available for any remedy provided in law or equity.

B. Specific Performance Where Remedy Provided. Where a remedy is specifically provided in this Agreement, in the event that either party fails to perform in compliance with such remedy provision or unreasonably delays in performing thereunder and such delay or failure causes damage to the other party, nothing in this Agreement shall prevent the other party from maintaining an action in specific performance to compel the remedy, demanding damages for any injury caused by the failure of the other party to act in compliance with such remedy provision within a reasonable time or any other remedy or collection of any other costs available in law or equity.

VIII. MISCELLANEOUS.

A. Obligations to run with the land. The obligations contained herein shall run with the land and are binding on all subsequent owners of the Subject Parcel as

applicable. This Agreement and any Amendment thereto may be recorded with the office of the Brown County Register of Deeds.

B. Assignment. Neither party may assign this agreement except upon written consent thereof, including acknowledgement by the assignee of the obligations contained in this agreement and consent to the same.

C. Contractual Interpretation. The paragraphs headed by Roman Numerals in this contract are referred to as Sections and are intended to include, as categories thereunder, lettered paragraphs. The lettered paragraphs of this Agreement are to be referred to as paragraphs and the numbered paragraphs, subparagraphs. The Section, paragraph, and subparagraph headings of this Agreement are for convenience of reference only and shall not limit or otherwise affect or be used in the construction of any terms of the provisions of this Agreement.

D. Notices. Unless otherwise specifically addressed in this Agreement, all notices required by this Agreement must be in writing. All notices of breach or termination as required in this Agreement shall be mailed by certified mail to the addresses below and shall be deemed received on the date of mailing. All other notices required under this Agreement may be sent by regular mail. All notices and communications shall be addressed to the parties hereto at their respective addresses set forth and shall be deemed received on the date of postmark.

1. If to Developer:

Paroubek Holdings, LLC
c/o
(NEED ADDRESS)

2. If to City:

City of De Pere
City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

With a copy to:

City of De Pere
City Administrator
335 South Broadway Street
De Pere, WI 54115

E. Law Governing. This agreement shall be construed in accordance with the laws of the State of Wisconsin.

F. Entire Agreement. This agreement contains all agreements, terms, covenants, conditions, warranties, and representations made or entered into by and between the parties and supersedes all prior discussions and agreements, whether written or oral, between the parties and constitutes the sole and entire agreement between the parties with respect thereto. This agreement may not be modified or amended unless such modification or amendment is set forth in writing and executed by all parties hereto.

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

PAROUBEK HOLDINGS, LLC

By:

Print Name:_____
Title:_____
Print Name:_____
Title:

STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

Personally came before me this ____
day of _____, 2016, the above
named _____ and

_____,
known as the person(s) who executed the
foregoing instrument and acknowledge
the same.

Notary Public:

My Commission expires: _____

Drafted by: Judith Schmidt-Lehman

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CITY OF DE PERE_____
Michael J. Walsh, Mayor_____
Shana D. Ledvina, Clerk-Treasurer

STATE OF WISCONSIN)

)SS.

BROWN COUNTY)

Personally came before me this ____
day of _____, 2016, the above
named Michael J. Walsh, Mayor and

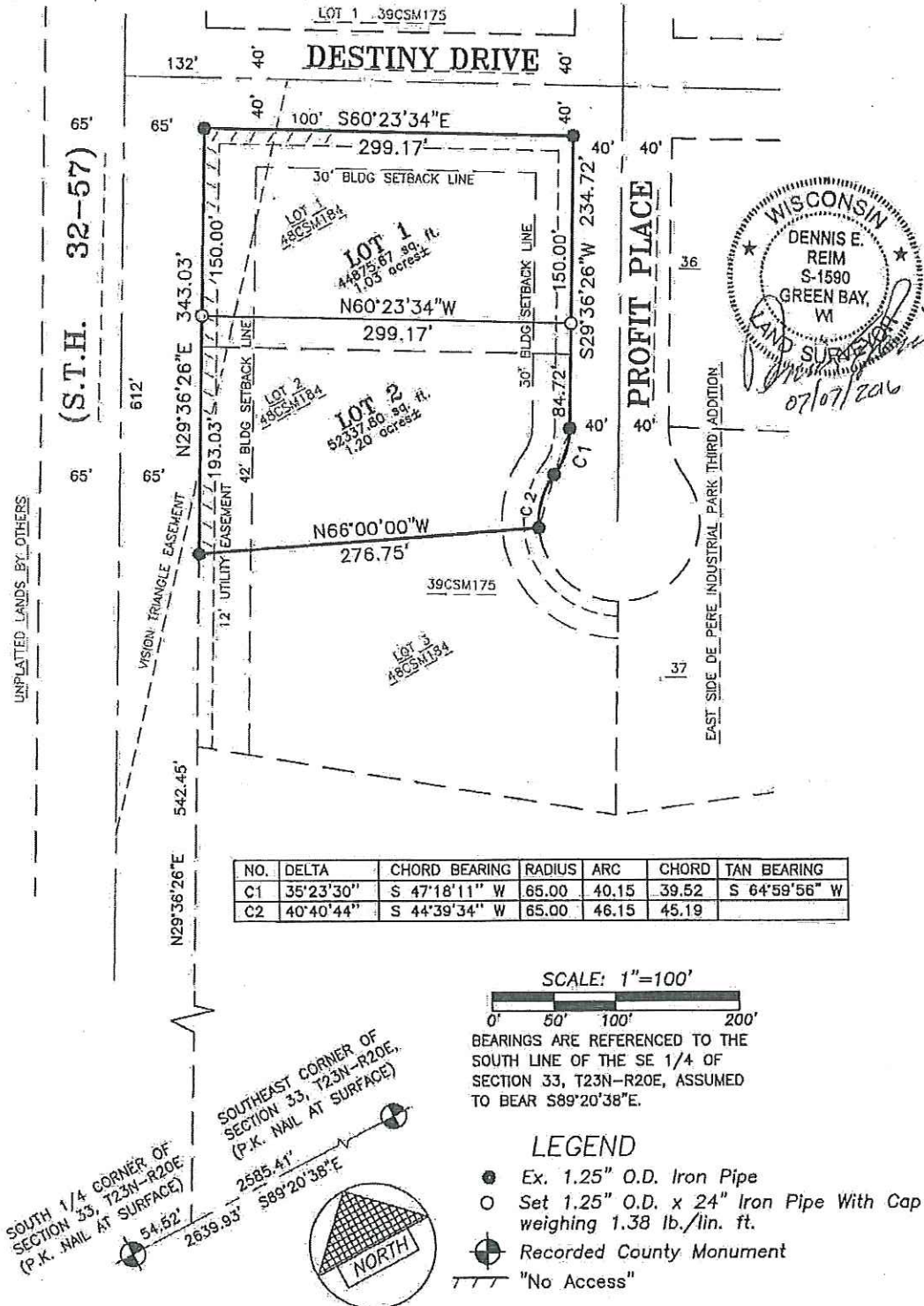
Shana D. Ledvina, Clerk-Treasurer.
known as the persons who executed
the foregoing instrument and
acknowledge the same.

Notary Public:

My Commission expires: _____

CERTIFIED SURVEY MAP

ALL OF LOTS 1 AND 2, VOLUME 48 OF CERTIFIED SURVEY MAPS, PAGE 184, MAP NUMBER 7137, BEING ALL OF LOT 2 AND PART OF LOT 3 OF VOLUME 39 OF CERTIFIED SURVEY MAP, PAGE 175, MAP NUMBER 5958, BEING PART OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 33, T23N, R20E, CITY OF DE PERE, BROWN COUNTY, WISCONSIN.



City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: September 13, 2016

DEPARTMENT: Parks, Recreation & Forestry

FROM: Marty Kosobucki

SUBJECT: Approve Emergency Contingency Fund for repair of VFW Pool.*

Please find the total cost for repairing the VFW Pool this past summer. The repair costs included expenses related to repairing the water line that broke underneath the pool building, and the cracked piping in the Wading Pool.

ATTACHMENTS:

- Repair Listing Final (XLSX)

TOTALS FOR VFW POOL REPAIR

AAA Portables	Toilets	\$	250.00
County Visions	Hardware	\$	7.70
Fischer-Ulman	Concrete Repairs	\$	1,000.00
HD Supply Waterworks	Curb Box and Supplies	\$	73.62
Holton Brothers	Kiddie Pool	\$	2,299.00
Jossart	Labor	\$	2,616.00
Jossart	Labor	\$	4,122.75
Kocken Brothers (verbal)	Concrete Repairs	\$	1,828.00
Marina Pool Spa & Patio	Dolphin Supplies	\$	37.95
Menards	Hardware	\$	29.78
Pool Works	Pool Supplies	\$	304.62
Turriff Plumbing	Water Meter items	\$	3,152.50
Menards	Hardware	\$	5.19
Menards	Hardware	\$	6.43
HD Supply Waterworks	Meter Repair	\$	138.10
Total		\$	15,871.64

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

MEETING DATE: September 13, 2016

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Consider repeal of economic development grants to Reserve Class B license holders (§7-2(f) De Pere Municipal Code) as required by 2015 Wisconsin Act 286.*

ATTACHMENTS:

- Ord16-XXAmending7-2DPMC Class B. Grant Ordinance (PDF)
- Mayor FP-Reserve Class B Grant Ordinance Repeal Memo9-13-16-148-003-02 (PDF)

ORDINANCE #16-XX

AMENDING §7-2 DE PERE MUNICIPAL CODE REGARDING
LIQUOR LICENSING AND FEES

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

Section 1. §7-2(f) is hereby repealed in its entirety and all subsequent remaining paragraphs shall be re-lettered accordingly.

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

Section 3. This ordinance shall take effect upon its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this ____ day of _____, 2016.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Board/Committee Approval: _____

Publication Date: _____

Effective Date: _____

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Common Council Finance/Personnel
From: Judith Schmidt-Lehman, City Attorney *Judy*
RE: Repealing §7-2(f) De Pere Municipal Code (DPMC)
Date: September 13, 2016

In 2015 Wisconsin Act 286, the state legislature made several changes to the statutory Class B license quota requirements, including exceptions to the quota limits for “Premier development projects” and the ability of one jurisdiction to sell a reserve class B license to that jurisdiction with that “district.” Additionally, under this Act:

“(a) municipality may not rebate or refund to a "Class B" licensee or a person affiliated with the "Class B" licensee or with the license application process, including through any grant or tax credit program, the fee paid by the licensee under this subdivision for initial issuance of a reserve "Class B" license.

Section 7-2(f) DPMC, which permits granting economic development grants to Reserve Class B license holders upon certain circumstances, is now in conflict with this new state law and should be repealed. The attached ordinance will accomplish this.

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

H:\azills\Memos\2016\Mayor FP-Reserve Class B Grant ordinance repeal Memo9-13-16-148-003-02.docx

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: September 13, 2016

DEPARTMENT: Finance/Personnel Committee

FROM: Lisa Renier

SUBJECT: Discussion Regarding Status of 2017 Budget Development.
