Finance/Personnel Committee

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

Regular Meeting

Agenda

Tuesday, June 13, 2017 **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 **June 13, 2017** 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 May 9, 2017 Regular Meeting of the Finance/Personnel Committee.
3. Police Overtime Report for May 2017
4. Fire Department Overtime and LifeQuest Billing Report for May, 2017.
5. Consider donations for utility terrain vehicle and trailer for the Fire Department.*
6. Consideration of Revolving Loan Fund documents for Battle House GB, LLC. (Southeast corner of Red Maple Road and American Boulevard).
7. Recommendation to approve Bay Area Workforce Development Work Experience Program Agreement*
8. Recommendation to Bind Fuel Storage Tank Liability Insurance with Crum and Forster*
9. Consider Policy on Donor Acknowledgement on Vehicles and Equipment *
10. Presentation of 2016 Preliminary Audit Management Letter. *
11. Consideration of Request of Mindy Millar for Deferment of Sidewalk Repair Expenses *

    PLEASE TAKE NOTICE, that pursuant to Wis. Stats. §19.85(1)(f), the Committee may convene in closed session for consideration of financial data of the applicant for deferral, which, if discussed in public may have a substantial adverse effect upon said applicant.
    The Committee may then reconvene in open session to take action on any matter discussed in closed session or for such other purposes as are allowed by law.

12. Public Comment and announcements.
13. Future agenda items.
14. Adjournment

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

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Mindy Millar

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**June 13, 2017**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Approval of Minutes of the May 9, 2017 Regular Meeting of the Finance/Personnel Committee.**

ATTACHMENTS:

- May 9, 2017 DRAFT Minutes (PDF)

Finance/Personnel Committee

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

Regular Meeting

Draft Minutes

Tuesday, May 9, 2017 **7:30 PM** **De Pere City Hall Council Chambers**

Call to Order. Mayor Walsh called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on May 9, 2017, at De Pere City Hall Council Chambers, 335 South Broadway Street, De Pere, Wisconsin.

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

Also Present: City Administrator Lawrence Delo, Police Chief Derek Beiderwieden, Fire Chief Alan Matzke, City Attorney Judith Schmidt-Lehman, Video Production and Marketing Coordinator Kevin Clark, Economic Development and Planning Director Kimberly Flom, Human Resources Director Shannon Metzler, Finance Director Joseph Zegers and Members of the Public.

2. Approval of the Minutes of the April 11, 2017, Regular Meeting of the Finance/Personnel Committee.

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

3. Police Overtime Report for April 2017.

Alderperson Jennings asked about the categories of the overtime report in order to better understand its contents, as well as overtime causes, variables and averages. Chief Beiderwieden explained that Gross Officer Overtime is total calculated hours, Reimbursed Overtime is reimbursed hours by an event organizer, such as the school district (prom or a basketball game), a group hosting an event through the City's special event ordinance or by an agreement (Drug Task Force) and Net Overtime is the bottom line spent by the City after reimbursements are made. Overtime variables include illness and position vacancies. The overtime average changes from year-to-year and month-to-month; a review is done at the end of the year to compare against other years. Another variable is that the reports cover a period of four weeks or six weeks, depending upon the payroll period. Alderperson Nelson asked if overtime is paid at time and a half and Chief Beiderwieden confirmed that it is. Alderperson Nelson also asked about consideration given to adding a new position, and the Chief indicated that there is a high threshold to warrant the hiring of another officer, but that option is reviewed from time to time. City Administrator Delo explained the minimum staffing requirement process and its impact to overtime, such that the variables that are requiring overtime would not likely be resolved by the hiring of one additional officer.

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

4. Fire Department Overtime and LifeQuest Billing Report for April, 2017.

The Mayor asked Chief Matzke to explain dispatch errors. Chief Matzke advised that our system is automated through Brown County Communication Center, so each time a 911 call is activated in De Pere, a call number is assigned, and the Department also assigns a number that corresponds with the County number. If a mistaken call happens for an address outside De Pere, the call is tracked by the Department as a dispatch error in order to show closure to the call number in the log. The Mayor asked if this tracking is addressed with the County, and Chief explained that this was only developed to track inconsistencies in call number order in the logs to account for a number generated by the County that really wasn't a call for the Department. Alderperson Jennings asked about when reviews occur for the budget for overtime, and Chief indicated that the reports provide for overtime to be assessed at monthly meetings; the bottom of the reports show the percentage of the budget utilized to date and previous yearly reports show trends from month-to-month and year-to-year. Minimum staffing drives overtime for the Department (72 April hours), as well as duty crew (Department is out of personnel, but still has equipment available, and staff is called back to be available for additional calls). Alderperson Nelson asked about the percentage paid to LifeQuest and Chief Matzke indicated it is based off the amount that is collected. Chief Matzke further explained the review sheets that were provided by LifeQuest and how to analyze that data.

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

5. Consideration of Revolving Loan Fund documents for AmeriLux International, LLC.

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

6. Approve $250 donation from the Kress Inn and Bemis Conference Center in support of De Pere TV.*

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

7. Consider Revised Policies for City Government Channel (DPTV)*

Alderperson Jennings asked about the policy rewrite and whether a closed meeting is excluded from gavel-to-gavel coverage, and Video Production and Marketing Coordinator Kevin Clark advised that the video feed is cut and a closed session is not recorded. City Attorney Schmidt-Lehman advised that a change would be made to the policy to make that clearer.

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

8. Recommendation to Implement a Retiree Recruitment Policy *

The Mayor requested that Human Resources Director Metzler explain the Retiree Recruitment Policy, and she advised that the retiring of baby boomers will cause staffing shortages, with Wisconsin being one of the hardest hit states. The Department is seeking alternative recruiting to address the trending decrease in applicants by implementing a Retiree Recruitment Policy for certain positions: positions that may become difficult to fill, a specific project that needs completion or extra help during a department's peak time of year for heavy workload. Retirees would be temporary or part-time workers. The Mayor clarified that no prior government experience would be a requirement. Alderperson Jennings asked about healthcare eligibility, and Human Resources Director Metzler explained that the position would need to be permanent and year round (20 hours/week) to qualify. Most positions under this policy would be non-benefit eligible, although the WRS qualification threshold may need to be monitored in some instances. Alderperson Jennings expressed his support of the policy. Alderperson Nelson asked if any other communities are using this program, and Human Resources Director Metzler indicated that the Department did ask around the state, and they are not aware of any public sector employers using this type of program. City Administrator Delo added that the purpose of this policy is to create a two-way program that not only benefits the City, but also benefits the senior community by providing an opportunity for seniors to give back and feel needed in the community. The policy provided for review was written by a retiree employee in the City's HR Department. Administrator Delo intends to continue to promote this policy to other municipalities around the area, and perhaps also to the League of Wisconsin Municipalities, once adopted, to share the importance of the dual-benefits created by this policy.

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

9. Discussion to consider establishing a policy for limited use of unassigned reserve funds to partially fund future debt payments.

This item was on the Agenda at the request of Alderperson Raasch. Alderperson Raasch was not present, but Administrator Delo advised the Committee that he believed the intent of this discussion item was to request that a policy be implemented to assign a certain dollar amount or percentage of unassigned reserves in future years to be applied against debt. Following discussion, the Committee concluded that this item would be better addressed during budget time. No further action was taken.

RESULT:	**NO ACTION**

10. Public Comment and announcements.

    None.

11. Future agenda items.

    None.

12. Consideration of competing proposals for purchase of WD-1049-2 - West Business Park.

    Mayor Walsh moved, seconded by Alderperson Jennings, to go into closed session at 7:54 PM. Upon roll call vote, motion carried unanimously.

    Mayor Walsh moved, seconded by Alderperson Jennings, to reconvene in open session at 8:07 PM. Upon roll call vote, motion carried unanimously.

13. Adjournment.

    Upon motion of Mayor Walsh, seconded by Alderperson Jennings, the Finance/Personnel Committee unanimously adjourned at 8:07 PM.

Respectfully submitted,
Angela Zills

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**June 13, 2017**
DEPARTMENT:	**Police**
FROM:	**Derek Beiderwieden**
SUBJECT:	**Police Overtime Report for May 2017**

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

Miscellaneous OT of 26.25 hours is comprised of 4 hours for field training observation reports, 6 hours for K-9 Demonstrations or drug sniffs, 13.75 Patrol fraction allotments and 1 hour for SWAT Callout.

The Reimbursed Miscellaneous OT of 104 hours are comprised of 25.5 OWI Task Force hours, 36 Click it or Ticket Task Force hours, and 42.5 Drug Task Force Hours.

The Special Assignment reimbursed overtime was for Celebrate De Pere/Memorial Weekend in the park for the event for 4 days. A half of the overtime will be reimbursed. The Memorial Day Parade caused the higher than usual overtime in the staffing category. That overtime is not reimbursed. And finally, the overtime associated wtih training was for mandatory firearms/tactical training at Sanger Powers range for all sworn personnel.

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

ATTACHMENTS:

- 2015 PD OT Report Summary (PDF)
- 2016 PD OT Report Summary (PDF)
- May 2017 PD OT Report (PDF)

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 1/31/2015 - 2/27/2015
***Period 2/28/2015 - 3/27/2015
+Period 3/28/2015 - 4/24/2015
++Period 4/25/2015 - 5/22/2015
^Period 5/23/2015 - 7/03/2015
#Period 7/4/2015 - 7/31/2015
##Period 8/1/2015 - 8/28/2015
^^Period 8/29/2015 - 9/25/2015
^^^Period 9/26/2015 - 10/23/2015
*+Period 10/24/2015 - 11/20/2015
*+*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	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**
Expendítures 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

Attachment: 2016 PD OT Report Summary (5908 : Police May 2017 Overtime)

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								164.50
OFFICER WORKED ON HOLIDAY	97.00	13.75		31.00	97.00								238.75
OFFICER FOR COURT	9.00	10.00	6.00	1.75	21.00								47.75
OFFICER TRAINING	207.00	65.50	36.00	39.00	241.75								589.25
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	5.50	27.25	10.50	16.00	17.50								76.75
STAFFING LEVEL	63.00	22.50	39.25	39.50	199.50								363.75
INVESTIGATION	37.50	44.50	43.50	36.50	73.75								235.75
HONOR GUARD FOR FUNERAL		2.00		11.00									13.00
SCHOOL LIAISON REIMBURSED	18.00	23.50	25.00	7.00	31.50								105.00
COMMUNITY RELATIONS					2.00								2.00
SPECIAL ASSIGNMENT		6.25											6.25
SPECIAL ASSIGNMENT REIMBURSED		6.25		18.50	219.50								244.25
MISCELLANEOUS	27.50	13.50	42.75	20.25	26.25								130.25
MISCELLANEOUS REIMBURSED	66.00	130.00	45.00	60.00	104.00								405.00
Gross OFFICER OVERTIME	542.50	429.75	287.50	305.25	1057.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2622.25
SUBTOTAL REIMBURSED OVERTIME	(84.00)	(159.75)	(70.00)	(85.50)	(355.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(754.25)
NET OFFICER OVERTIME	458.50	270.00	217.50	219.75	702.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1868.00

Total Overtime Budget: **$145,000.00**
Expenditures through 06/07/17 **$97,859.00**
Percent of Total Budget: **67.49%**

06/07/2017
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
#Period
##Period
^^Period
^^^Period
*+Period
*+*Period

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**June 13, 2017**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Fire Department Overtime and LifeQuest Billing Report for May, 2017.**

ATTACHMENTS:

- MAY 2017 FIRE DEPT OT REPORT (PDF)

DE PERE FIRE RESCUE
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	170.00	239.75	221.50	203.75	1,913.0
EMS TRAINING	84.00	86.50	66.25	74.25	17.50	2.25	0.00	27.00	90.00	72.75	67.50	67.50	655.5
FIRE TRAINING	0.00	368.50	357.25	61.50	31.25	4.25	4.50	28.50	18.00	86.50	57.25	0.00	1,017.5
RESCUE CALLS	7.50	7.50	8.00	9.00	4.50	6.25	16.00	9.25	9.50	8.25	26.50	4.00	116.2
FIRE CALLS	7.25	0.00	0.00	0.00	5.50	0.00	0.00	0.00	3.25	7.50	0.00	3.50	27.00
MEETINGS	89.00	33.25	29.25	60.75	57.75	24.25	11.50	156.50	47.25	40.50	85.50	43.25	678.7
STAFFING REP.	0.00	4.50	0.00	132.75	0.00	0.00	144.00	231.00	13.50	43.00	734.25	144.00	1,447.0
MAINTENANCE	0.00	0.00	3.00	20.25	9.50	11.00	0.00	0.00	0.00	0.00	0.00	0.00	43.75
PUB. ED.	9.00	59.25	2.75	7.50	38.75	3.00	0.00	27.00	105.50	13.50	22.50	1.50	290.2
SPECIAL EVENTS	0.00	0.00	0.00	0.00	235.00	0.00	0.00	26.50	73.50	0.00	0.00	0.00	335.0
# FIRE RUNS	34.00	31.00	42.00	22.00	23.00	49.00	36.00	35.00	33.00	30.00	25.00	51.00	411.0
# of EMS RUNS	137.00	115.00	130.00	169.00	182.00	153.00	178.00	154.00	175.00	145.00	148.00	170.00	1,856.0
DISPATCH ERRORS	6.00	3.00	11.00	11.00	8.00	5.00	3.00	11.00	1.00	2.00	2.00	3.00	66.00
TOTAL HRS.	321.00	685.50	634.50	492.00	508.50	188.75	362.00	607.00	530.50	511.75	1,215.00	467.50	6,524.0

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								890.50
EMS TRAINING	24.00	257.50	72.00	40.50	89.00								483.0
FIRE TRAINING	35.00	0.00	10.50	89.50	316.25								451.25
RESCUE CALLS	5.50	6.75	39.25	8.50	6.00								66.00
FIRE CALLS	0.00	0.00	8.75	0.00	0.00								8.75
MEETINGS	37.00	55.25	60.00	53.00	16.75								222.00
STAFFING REP.	34.50	0.00	0.00	72.00	99.75								206.25
MAINTENANCE	0.00	0.00	0.00	0.00	0.75								0.75
PUB. ED.	9.75	0.00	9.00	15.00	3.75								37.50
SPECIAL EVENTS	0.00	0.00	0.00	0.00	274.00								274.00
# FIRE RUNS	42.00	32.00	33.00	15.00	35.00								157.00
# of EMS RUNS	174.00	163.00	172.00	178.00	187.00								874.00
DISPATCH ERRORS	2.00	5.00	7.00	7.00	0.00								21.00
TOTAL HRS.	365.50	504.00	354.00	425.50	991.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,640.0

Special Events included in Overtime

Total Overtime Budget $95,000, Expenditures through June 6, 2017 $44,641, 47%

Notes: Effective March, 2017

*Period: 02/25/17-03/24/17	+Period:	^Period:	*+Period:
**Period: 03/25/17-04/21/17	++Period:	^^Period:	
***Period: 04/22/17-06/02/17	+++Period:	^^^Period:	

OVERTIME CAUSED BY SICK LEAVE
MAY, 2017

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
04/28/2017	24	36
TOTAL	**24**	**36**

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

LIFEQUEST MEDICAL BILLING - 2017
MONTHLY REPORT

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE
CHARGES	155,297	111,851	117,957	107,123	147,335	
PAYMENTS	65,035	53,532	79,615	47,651	37,737	
CREDIT ADJUSTMENTS	70,467	39,304	53,476	37,865	50,331	

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

Payments to LifeQuest	
Jan. 2017	2,927
Feb. 2017	2,409
March 2017	3,535
April 2017	2,177
May 2017	1,757
June 2017	
July 2017	
Aug. 2017	
Sept. 2017	
Oct. 2017	
Nov. 2017	
Dec. 2017	
Total Paid	$12,804

**See attached details

LIFEQUEST

Billing, Collection, & Data Management Services

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N2930 State Road 22, Wautoma, WI 54982-5267

De Pere Fire Rescue

Income and Expenditures 252

May 2017

All Phases

Charges			**Billing Phase 1**	**Collections Phases 2 & 3**	**Total**
Collection Placements / Charges			$121,146.60	$26,188.24	$147,334.84
Interest on Delinquent Accounts			$0.00	$0.00	$0.00
Insurance Interest			$0.00	$0.00	$0.00
Transaction Fees			$0.00	$0.00	$0.00
Probate Fees			$0.00	$0.00	$0.00
Subtotal of Charges			$121,146.60	$26,188.24	$147,334.84
Account Transfers			$26,188.24	$0.00	$26,188.24
Credit Summary					
Total Credits - All Types			$88,086.48	$1,264.00	$89,350.48
Total Credit Adjustments			$50,331.23	$0.00	$50,331.23
Total Closed Account Adjustments			$0.00	$1,001.80	$1,001.80
Total Payments Received (Applied to Acct Bal's)			$37,755.25	$262.20	$38,017.45
Total Overpayments (OP)			$(399.80)	$0.00	$(399.80)
Total Payments Received (plus overpayments)			$38,155.05	$262.20	$38,417.25
Total Overpayment Returns ($ not deposited)			$0.00	$0.00	$0.00
Total Payments Received (less OP returns)			$38,155.05	$262.20	$38,417.25
Less Payment Kept By (PKB, $ kept by service)			$680.59	$0.00	$680.59
Total Deposits			$37,474.46	$262.20	$37,736.66
Summary of Disbursement					
Total Deposits & Payments Kept By			$38,155.05	$262.20	$38,417.25
Less Overpayment Refunds (patient / ins reimbursement)			$(399.80)	$0.00	$(399.80)
Gross Revenue			$37,755.25	$262.20	$38,017.45
Total LifeQuest Fee			$1,698.99	$57.68	$1,756.67
Probate Fees			$0.00	$0.00	$0.00
Other / Fees					$0.00
Total Due LifeQuest	Check #	EFT			$1,756.67
Total Service Revenue			$36,056.26	$204.52	$36,260.78
Total Payment Kept By			$680.59	$0.00	$680.59
Total Service Payable			$0.00	$0.00	$0.00
Probate Fees			$0.00	$0.00	$0.00
Other / Fees		$0.00	$0.00	$0.00	$0.00
Total Due Service	Check #	EFT	$35,375.67	$204.52	$35,580.19

LIFEQUEST

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De Pere Fire Rescue

Billing Summary 252

May 2017

Phase 1 - 4.500%

Charges			
Charges		$121,146.60	
Interest on Delinquent Accounts		$0.00	
Insurance Interest		$0.00	
Transaction Fees		$0.00	
Probate Fees		$0.00	
Subtotal of Charges			$121,146.60
Account Transfers			
Transferred out of Phase 1	$26,188.24		
Credit Summary			
Total Credits - All Types		$88,086.48	
Total Credit Adjustments		$50,331.23	
Total Closed Account Adjustments		$0.00	
Total Payments Received (Applied to Acct Bal's)		$37,755.25	
Total Overpayments (OP)		$(399.80)	
Total Payments Received (plus overpayments)		$38,155.05	
Less Overpayment Returns ($ not deposited)		$0.00	
Total Payments Received (less OP returns)		$38,155.05	
Net Monthly Activity			$33,060.12
Summary of Disbursement			
Total Deposits & Payments Kept By		$38,155.05	
Less Overpayment Refunds (patient / ins reimbursement)		$(399.80)	
Gross Revenue		$37,755.25	
Total LifeQuest Fee		$1,698.99	
Probate Fees		$0.00	
Total Due LifeQuest		$1,698.99	
Total Service Revenue		$36,056.26	
Total Payment Kept By		$680.59	
Total Service Payable		$0.00	
Probate Fees		$0.00	
Other / Fees		$0.00	
Total Due Service		$35,375.67	

Messages:

Quality • Speed • Service

Total Page : 1 of 1
Page : 1 of 1
Date : 06/01/2017
Time : 14:25:25

Receivables Distribution Report

Receivables Cash

All Companies **All Directories**

Charges	Sep 2016	Oct 2016	Nov 2016	Dec 2016	Jan 2017	Feb 2017	Mar 2017	Apr 2017	May 2017	Jun 2017	Jul 2017	Aug 2017	Totals
Sep 2016	0	10194	21964	14188	5161	1419	1770	275	3147	0	0	0 $	5811
108605	0	9.4	20.2	13.1	4.8	1.3	1.6	0.3	2.9	0	0	0 %	53.
Oct 2016		230	18996	12712	10045	2854	3433	130	84	0	0	0 $	4848
90309		0.3	21	14.1	11.1	3.2	3.8	0.1	0.1	0	0	0 %	53.
Nov 2016			531	15227	19568	6287	2859	1264	318	0	0	0 $	4605
90282			0.6	16.9	21.7	7	3.2	1.4	0.4	0	0	0 %	5
Dec 2016				272	22826	21099	10483	2516	742	0	0	0 $	5793
106304				0.3	21.5	19.8	9.9	2.4	0.7	0	0	0 %	54.
Jan 2017					1058	17240	24091	10789	1553	0	0	0 $	5473
112345					0.9	15.3	21.4	9.6	1.4	0	0	0 %	48.
Feb 2017						0	24766	11607	5859	0	0	0 $	4223
110798						0	22.4	10.5	5.3	0	0	0 %	38.
Mar 2017							6291	15478	13033	0	0	0 $	3480
109191							5.8	14.2	11.9	0	0	0 %	31.
Apr 2017								0	8066	0	0	0 $	806
107626								0	7.5	0	0	0 %	7.
May 2017									1798	0	0	0 $	179
103482									1.7	0	0	0 %	1.
Jun 2017										0	0	0 $	0
0										0	0	0 %	0
Jul 2017											0	0 $	0
0											0	0 %	0
Aug 2017												0 $	0
0												0 %	0

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	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>
Weighted	1.1	15.9	17	9.3	2.9	1.7	0.8	0.2	2.9			

Date : 05/31/2017
Time : 19:17:29
History ID : 42167555

Credit Summary

Summary By Credit Code - Report Category/Code ID

Phase 1 Credit Report

DE PERE FIRE RESCUE

ID	Description	Credits	QTY %	Amount	Amount %
Report Category	ADJUSTMENTS				
8	A--MEDICARE ADJUSTMENT	56	14.62	6204.58	7.04
9	A--MEDICAL ASSIST ADJUST	17	4.44	4141.72	4.70
11	A--DECEASED NO ESTATE	2	0.52	81.94	0.09
223	A--MC 2% SEQUESTERED AMT ADJ	22	5.74	105.63	0.12
516	A--PRIOR BOOKKEEPER	1	0.26	1310.00	1.49
518	A--CONTRACTUAL ADJUSTMENT	1	0.26	593.44	0.67
778	A--OTHER MC/MA MANDATORY ADJ	37	9.66	11707.10	13.29
IO	A--INTEREST OFFSET	2	0.52	-1.42	0.00
LC	A--LIFEQUEST COLLECTIONS	45	11.75	26188.24	29.73
		183		50331.23	

Attachment: MAY 2017 FIRE DEPT OT REPORT (5913 : Fire Department Overtime and LifeQuest Billing Report for May, 2017.)

Date : 05/31/2017
Time : 19:16:45
History ID : 42167551

Aging Summary

Phase 1 Aging Report

Report As Of May 31, 2017

Grouped By Schedule on Call

DE PERE FIRE RESCUE

ID	Description	Calls	Current	31 to 60	61 to 90	91 to 120	121 to 150	151 to 180	Over 180	Total
Bank1	Bankruptcy Phase 1 O	1	0.00	0.00	90.82	0.00	0.00	0.00	0.00	90.82
BIL2-2	ATTORNEY OR "BILLT	1	0.00	0.00	0.00	0.00	0.00	0.00	989.60	989.60
bil2-3	ATTORNEY OR "BILLT	2	0.00	0.00	0.00	0.00	981.00	0.00	1007.20	1988.20
CONT	CONTRACT SCHEDUL	1	1725.60	0.00	0.00	0.00	0.00	0.00	0.00	1725.60
DENY	INSURANCE DENIED	6	1626.40	2448.40	255.00	0.00	0.00	0.00	0.00	4329.80
I	INSURANCE Electronic	36	10258.79	10702.00	3033.60	6871.20	1080.00	995.80	0.00	32941.39
IMA	INSURANCE/MA	6	2049.20	255.00	2606.00	0.00	0.00	0.00	0.00	4910.20
IP	Insurance Paper HCF	3	1134.00	0.00	1068.40	0.00	1012.00	0.00	0.00	3214.40
IPAY	INSURANCE Elec MAY	19	7563.40	4885.40	2010.00	1986.60	700.40	0.00	1820.00	18965.80
MAHO	MA HMO/OUT OF STA	4	1414.80	948.40	0.00	0.00	0.00	0.00	0.00	2363.20
MAHOR	MA HMO/Out of State	1	0.00	0.00	0.00	1112.40	0.00	0.00	0.00	1112.40
MAR	MA Reveiw	1	0.00	265.00	0.00	0.00	0.00	0.00	0.00	265.00
MAWI	MEDICAID - WISCONSI	8	2972.00	979.40	0.00	265.00	0.00	0.00	0.00	4216.40
MCA	Medicare Appeals	1	0.00	0.00	0.00	866.28	0.00	0.00	0.00	866.28
MCB	Medicare Part B	18	11497.20	5062.60	1665.20	0.00	0.00	0.00	0.00	18225.00
MCIMA	PRIM PD/DENY 2ND IN	1	84.32	0.00	0.00	0.00	0.00	0.00	0.00	84.32
MCIN	PRIM PAID/DENY 2ND I	2	0.00	0.00	0.00	97.65	0.00	97.77	0.00	195.42
MCINE	PRIM PD/DENY 2ND IN	1	275.00	0.00	0.00	0.00	0.00	0.00	0.00	275.00
MCPP	PRIMARY PAID - PRIV	28	3312.56	3369.87	2733.35	0.00	0.00	0.00	0.00	9415.78
NSA	NO SCHEDULE ASSIG	31	6173.60	17600.40	1085.00	0.00	0.00	0.00	2770.00	27629.00
OPMT	OVERPAYMENT SCHE	1	-370.95	0.00	0.00	0.00	0.00	0.00	0.00	-370.95
OPMTL	OVERPAYMENT - NEE	5	-1066.00	-1045.45	0.00	-308.48	0.00	0.00	0.00	-2419.93
PCV	PreCollection Validatio	21	300.00	175.00	977.14	2474.85	2763.00	0.00	467.14	7157.13
PRIV	Private (Self) Pay - EM	185	52963.54	50392.80	18794.80	11370.64	12418.45	6543.80	7553.21	160037.24
PRMX	PRIMARY PAID/DENY -	5	456.55	0.00	0.00	0.00	0.00	0.00	0.00	456.55
PSMA	PRIMARY PAID - HOL	1	94.45	0.00	0.00	0.00	0.00	0.00	0.00	94.45
RCP	RECOUPMENT SCHED	1	0.00	0.00	0.00	0.00	-817.38	0.00	0.00	-817.38
SIG	SIGNATURE NEEDED	6	4355.80	0.00	0.00	0.00	967.00	0.00	0.00	5322.80
T1	TIME PAY PHASE 1	21	5954.46	385.00	297.80	0.00	0.00	0.00	0.00	6637.26
UHC	UHC DO NOT USE A0	1	0.00	0.00	0.00	997.00	0.00	0.00	0.00	997.00
VA	Veterans Admin Ins	7	2643.60	1821.80	770.80	1001.40	226.95	0.00	0.00	6464.55
Company Totals: 252	**DE PERE FIRE RESCUE**									
		425	**115418.32**	**98245.62**	**35387.91**	**26734.54**	**19331.42**	**7637.37**	**14607.15**	**317362.33**

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N2930 State Road 22, Wautoma, WI 54982-5267

DE PERE FIRE RESCUE

Billing Reconciliation Summary 252
May 2017

Charges

Prior Month's Balance	$284,302.21	
May Charges	$121,146.60	
Subtotal of Charges		**$405,448.81**

Adjustments

Intercept	$0.00	
Credit Tagged	$0.00	
Per Contract	$0.00	
LifeQuest Collections	$26,188.24	
Closed	$0.00	
Other	$24,142.99	
Total Adjustments for the Month		**$50,331.23**

Credits

Cash / Check	$15,064.87	
Contract Payments	$0.00	
Credit Card	$0.00	
Direct Deposit	$16,784.85	
Hospital	$0.00	
Insurance	$5,624.74	
Payment Kept By	$680.59	
Total Payments Received for the Month		**$38,155.05**

Overpayment

Recoupment	$0.00	
Refunds	$-399.80	
Returns	$0.00	
Service Payable	$0.00	
Other	$0.00	
Total Overpayments for the Month		**-$399.80**

Total for Reconciliation Summary	**$317,362.33**
Ending Balance of Accounts Receivables	**$317,362.33**

DE PERE FIRE RESCUE
STRUCTURAL FIRE "STILL" ALARMS FOR MAY 2017

Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
05/02/2017	605 Randall Ave.	C	Carbon monoxide detector sounding	E111	Investigate, replaced batteries
05/07/2017	2116 S. Broadway	A	Fire alarm sounding	A111, E111, E121	Investigate, unintentional
05/09/2017	2385 Talladega Speedway	C	Smoke odor	C102, E111, L111	Investigate, informational
05/09/2017	1177 S. 9th Street	C	Fire alarm sounding	E111, E121	Investigate, floor buffer battery smoking
05/13/2017	1001 Main Ave.	C	Sprinkler activation due to malfunction	E111, E121	Investigate, malfunction
05/16/2017	230 S. Erie Street	A	Carbon monoxide detector sounding	A111, E111	Investigate, malfunction
05/16/2017	1891 Commerce Drive	A	Fire alarm sounding	E111	Investigate, unintentional
05/17/2017	535 Brule Road	B	Carbon monoxide detector sounding	E111	Investigate, malfunction
05/18/2017	332 Jacobs Court	C	Carbon monoxide detector sounding	E111	Investigate, malfunction
05/19/2017	1325 Hockers	B	Fire alarm sounding	E111, E121	Investigate, unintentional
05/23/2017	1891 Commerce Drive	A	Fire alarm sounding	E111, E121	Investigate, unintentional
05/28/2017	1901 Creamery	B	Odor of smoke	E121	Investigate

Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
05/28/2017	2801 Viking Drive (Village of Ashwaubenon)	B	Building fire	C190, L111	Extinguishment for fire service personnel
05/28/2017	1714 Highview Street	B	Outside fire	E111, E121	Extinguishment, electrical power pole burning
05/30/2017	2102 Bufflehead Lane (Village of Bellevue)	A	Building fire	C190, E111, L111	Salvage, overhaul

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**June 13, 2017**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Consider donations for utility terrain vehicle and trailer for the Fire Department.***

ATTACHMENTS:

- UTV DONATION REQUEST (PDF)
- De Pere Fire Department Trailer (PDF)
- Proposed Emergency Vehicle flyer 2 (DOCX)

Memo

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

From: Alan Matzke, Fire Chief AEM

Date: June 5, 2017

Re: Request to Accept Donations for Utility Terrain Vehicle

The Fire & Rescue Department would like to respectfully request permission to accept donations and retroactively purchase a Utility Terrain Vehicle (UTV) for our operational use. We would also like to request permission to accept a trailer donated on behalf of Aurora Baycare Medical Center (ABMC).

Chief Rubin outlined the need and use for the proposed request in his memo dated August 3, 2016 (see attached).

Our department kicked off our fundraising efforts with a request letter that was sent to members of our community in early October, 2016 (see attached). The letter explained the need and use of the proposed equipment. Mr. Ed Thomson was one of the community members who received a solicitation letter and quickly volunteered to help the fundraising efforts. Mr. Thomson generated a letter of support for our undertaking and assisted in reaching out to business owners and other members of our community and lobbied for our support (see attached).

The fundraising goal of $35,000 was targeted at the beginning of our efforts and flows of donations were steady prior to the end of the year and into the new year, but they slowed by the end of February, 2017. We raised $24,740. The department assembled a team and they began to evaluate vehicles, equipment specifications and prices to attempt to achieve the operational goals with the funds we raised.

Our organization reached out to ABMC when we began the campaign to solicit support; however, their representative requested we wait until the end of our fundraising efforts to determine if their financial support would be needed. I reached out to ABMC in April to let them know that our fund raising efforts were approximately $10,000 short of our goal and they pledged support, but requested to purchase a specific piece of equipment in whole towards the project. I informed ABMC that we were looking for a fire pump or a trailer. They indicated they would prefer providing a trailer, but would like to have exclusive naming recognition on the trailer. The example of the trailer and graphic, which has a total cost of $11,300, is attached.

Thank you for your consideration of this request. We respectfully ask the Finance and Personnel Committee to approve this request to accept the donations as listed in the attachment; including the trailer and graphic donation from ABMC to conclude our fundraising effort. We have already purchased the UTV and used it in conjunction with the medical patient transport compartment, that was donated by Angels Touch Assisted Living and the Brown County Fair Association, at Celebrate De Pere and the Cellcom Marathon this year. The remainder of the equipment needed to complete this project could be purchased with the funds received.

Memo

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

From: Dennis L. Rubin, Fire Chief DLRubin

Date: August 3, 2016

Re: Request to procure a Utility Terrain Vehicle

The Fire & Rescue Department would like to respectfully request permission to seek donations to purchase a Utility Terrain Vehicle (UTV) for our operational use. The purpose of a UTV would be primarily two-fold. First, we are in significant need of an off-road patient care and transport capability vehicle within our response fleet. Regularly, we are called upon to provide this type of service for many special events. The various special events such as the Memorial Day Parade, Brown County Fair, Celebrate De Pere, CellCom Marathon and many other events can only be properly managed using a properly equipped and functionally designed small off-road vehicle such as a UTV. This high demand of service has been filled previously by borrowing the appropriate vehicle from our neighbor's fleet of vehicles. Among our local partners, we have asked Ashwaubenon Public Safety, St. Norbert's College Security, Bellevue Fire Department, and Green Bay Metro Fire Department to borrow their UTV response vehicles. There is a general reluctance to loan this specialized type of equipment, because of its high demand and unpredictable need.

Next, the Department is asked to respond to many wildland and other outdoor related fires. That brings up the second purpose of asking for this additional off-road response vehicle. When the Department is required to go deep into wooded areas such as along the various rail lines that traverse our City; small, all-wheel drive vehicles are necessary. We have had to use only hand tools and water tank back-packs to extinguish these fires causing a delay based on the personnel needs. The UTV that we would like to acquire is specifically designed to control and extinguish these specific types of fires. Occasionally, we have had to call in this specialized off-road type of equipment from neighboring departments as well.

In the final analysis, the requested UTV would serve our City at all special events, providing medical care and transportation for the sick and injured. As well as this new special response unit would be our front line of defense for various types of wildland and outdoor fires. Based on using this vehicle for these two primary purposes, as well as providing assistance during severe weather related emergency to push snow and/or traverse mud and standing water, an UTV would be a very welcomed and necessary piece of equipment.

As the Department has been preparing the budget for 2017, it has become abundantly clear that there is no city funding to take on this additional project. Therefore, to move on this mission critical purchase the Department would need to take the lead to secure the funding through sources other than the City's general or capital funds. The Department has accepted this challenge and is willing to raise the needed financial resources to make this purchase of the UTV and related necessary fire and emergency medical equipment.

We would like to respectfully request the Common Council's permission to grant the Fire Department the authority to raise donated funds and grants not to exceed $30,000 in total to purchase a UTV that will meet the City's needs for both wildland fires and emergency medical care at special events.

Further, the Department has already received two donations earmarked for this specific project. The Brown County Fair Association and Angles Touch Assisted Living has committed to provide the medical patient care compartment for a standard sized UTV, which has an estimated value of $5,000. Finally, we have received our first cash donation of $10,000 from Ms. Donna Gilson of De Pere to kick–off our fund raising efforts.

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 for approval. If you have any questions, please do not hesitate to ask.

CITY OF DE PERE

Fire Rescue Department
400 Lewis Street
De Pere, WI 54115-2717
(920) 339-4091

October 11, 2016

De Pere Community Members:

The De Pere Fire Rescue Department is soliciting donations to assist the department in obtaining a Utility Terrain Vehicle (UTV) for our operational use. The purpose of a UTV would be primarily two-fold. First, we are in significant need of an off-road patient care and transport capability vehicle within our response fleet. Regularly, we are called upon to provide this type of service for many special events. The various special events such as the Memorial Day Parade, Brown County Fair, Celebrate De Pere, Cellcom Marathon and many other events can only be properly managed using a properly equipped and functionally designed small off-road vehicle such as a UTV. This high demand of service has been filled previously by borrowing the appropriate vehicle from our neighbor's fleet of vehicles. Among our local partners, we have asked Ashwaubenon Public Safety, St. Norbert's College Security, Bellevue Fire Department, and Green Bay Metro Fire Department to borrow their UTV response vehicles.

Next, the Department is asked to respond to many wildland and other outdoor related fires within our jurisdiction as well as our neighbors. That brings up the second purpose of asking for this additional off-road response vehicle. When the Department is required to go deep into off road areas such as along the various rail lines that traverse our City; small, all-wheel drive vehicles are necessary. We have had to use only hand tools and water tank back-packs to extinguish these fires causing a delay based on the personnel needs. The UTV that we would like to acquire is specifically designed to control and extinguish these specific types of fires. Occasionally, we have had to call in this specialized off-road type of equipment from neighboring departments as well.

By soliciting donations for this very important project, the De Pere Fire Rescue Department will continue to do its part to control operational costs, thereby judiciously using hard earned tax payer dollars. Donations can be sent to the fire department at the above address in care of the chief. If you should have any questions about our efforts, please contact me at the email or phone number below. I would look forward to discussing this with you.

Dennis L. Rubin
Fire Chief
drubin@mail.de-pere.org
Office phone: (920)-339-4085

Hi Friend,

This is a request for an investment in our community.

When my home burned down in 2007 the Fire Department of the City of De Pere performed admirably. No one was injured. Many personal possessions were saved. I got to know the leadership of the Fire Department when Sally and I gifted some needed equipment to them to thank them for their fine service.

From time-to-time I have been involved in other ways to help them. As we all know or suspect, funding from the City for needed Fire Department equipment is severely limited. I volunteered to help the Fire Department raise $35,000 to acquire a Utility Terrain Vehicle they sorely need. You can understand the importance of this service vehicle by reading Chief Rubin's attached writeup. The need to serve is a value deeply held by Fire Department leadership.

I am asking a number of friends and De Pere businesses to consider contributing to this investment. If you have questions, please give me a call. Thank you in advance.

Ed Thompson
920-246-1494

ACCOUNT #100-21597 UTV DONATIONS

Date	Vendor	Payment Description	Debit	Credits	Balance
07/19/2016	Donna Gilson	Donation		10,000.00	10,000.00
10/14/2016	Verna Kuschel	Donation		2,500.00	12,500.00
10/31/2016	Michael & Karen Kini	Donation		100.00	12,600.00
10/31/2016	Bay Towel, Inc.	Donation		500.00	13,100.00
10/31/2016	Belmark, Inc.	Donation		1,000.00	14,100.00
11/02/2016	Philip Flynn	Donation		500.00	14,600.00
11/10/2016	Peter Reines	Donation		100.00	14,700.00
11/15/2016	John & Engrid Meng, Inc.	Donation		3,500.00	18,200.00
11/18/2016	Greater Green Bay Community Foundation, Inc./Julie VanStraten	Donation		100.00	18,300.00
11/21/2016	DeLeers Construction, Inc.	Donation		25.00	18,325.00
11/28/2016	Joe Schinkten	Donation		75.00	18,400.00
12/05/2016	Gary & Sherry Fairchild	Donation		300.00	18,700.00
12/16/2016	The Catholic Foundation for the Diocese of Green Bay/Larry Sur	Donation		1,000.00	19,700.00
12/16/2016	Angela M. Chetcuti	Donation		250.00	19,950.00
01/18/2017	St. Norbert College	Donation		1,000.00	20,950.00
01/23/2017	ROMO/John Darling	Donation		100.00	21,050.00
01/23/2017	Ben & Ann Zellner	Donation		50.00	21,100.00
01/30/2017	Megtec	Donation		240.00	21,340.00
02/06/2017	John & Patricia Meyer	Donation		100.00	21,440.00
02/15/2017	Amerilux	Donation		500.00	21,940.00
02/27/2017	Festival Foods	Donation		2,500.00	24,440.00
03/02/2017	Carter Trucking & Excavating, Inc.	Donation		300.00	24,740.00
03/08/2017	O'Connor Connective, LLC	Donation		150.00	24,890.00
05/02/2017	Bobcat Plus, Inc.	UTV Purchase	13,604.00		11,286.00
05/02/2017	Expera Speciality Solutions	Donation		250.00	11,536.00
05/24/2017	Oshkosh Fire & Police Equipment, Inc.	Lightbar	292.00		11,244.00
05/24/2017	Bobcat Plus, Inc.	Tilt Lockout Kit	123.44		11,120.56
05/24/2017	Auto Hoe II, Inc.	Skid Welding	114.75		11,005.81
					11,005.81

Trailer Side A

Trailer Back

Trailer Side B

Trailer Front

Requested Emergency Response Vehicle

De Pere Fire Rescue provides emergency medical services to a large number of patients in many difficult to access areas during the year. A UTV can navigate crowded pedestrian events like Celebrate De Pere and the Cellcom Marathon and the Brown County Fair to name a few. A UTV would facilitate emergency medical service delivery along the Fox River trail which is occurring with greater frequency.

Each year we are called upon to extinguish vegetation and brush fires within our community. These types of fires are usually away from roadways and present a challenge to access and contain.

De Pere has experienced several grass and vegetation fires along the miles of railroad tracks that dissect our community. Access to these types of fires would be greatly improved with the addition of a UTV

Target Goal $35,000

You or your organization will be recognized on the vehicle
This project is endorsed by our City Council

Requested Emergency Response Vehicle

Target Goal $35,000

You or your organization will be recognized on the vehicle
This project is endorsed by our City Council

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: **June 13, 2017**

DEPARTMENT: **Planning**

FROM: **Kimberly Flom**

SUBJECT: **Consideration of Revolving Loan Fund documents for Battle House GB, LLC. (Southeast corner of Red Maple Road and American Boulevard).**

ATTACHMENTS:

- Proposed Loan Documents for F-P (PDF)
- Reso16-130 (DOCX)
- CC Memo Battle House LLC 12-2016 (DOCX)
- Battle House Business Plan (PDF)

LOAN AGREEMENT
Battle House GB LLC

THIS AGREEMENT made and entered into this ______ day of ___________, 2017, by and between the City of De Pere, Wisconsin, a municipal corporation ("City") and Battle House GB LLC, a Wisconsin limited liability company ("Borrower").

WHEREAS, Borrower seeks to establish an indoor recreation business on property known as Parcel WD-L179-4, located at American Boulevard and Red Maple Road, De Pere, Wisconsin 54115; and

WHEREAS, Borrower has requested a loan under the City's Economic Development Revolving Loan Program in the amount of Fifty-Five Thousand Dollars ($55,000) to provide working capital to start-up such business; and

WHEREAS, as a direct result of such new business creation in De Pere, the City will be benefited by, among other things, the retention of steady employment of its citizens, decrease in unemployment within the City, and the betterment of the City's environment and economy; and

WHEREAS, the United States Government, through the Housing and Community Development Act (HCDA) of 1974, as amended, has established the Community Development Block Grant (CDBG) Program and has allowed each state to elect to administer CDBG funds for its non-entitlement areas, subject to certain conditions. The State of Wisconsin previously granted CDBG funds to the City of De Pere for the purpose of granting economic development loans to various businesses, subject to certain conditions; and

WHEREAS, the Common Council has approved the administration and lending of the proceeds of such loan to Borrower on the terms and conditions herein stated and has required the execution and deliverance of this Loan Agreement.

NOW, THEREFORE, in consideration of the premises above and the covenants and undertakings expressed herein, the City and Borrower agree as follows:

I. <u>The Loan</u>.

1. The City hereby agrees to lend Borrower an initial principal amount not to exceed Fifty-Five Thousand Dollars ($55,000) for the purpose of working capital to accomplish opening a new indoor recreation business upon Parcel WD-L179-4. The following shall secure the debt:

A. <u>Promissory Note.</u> The $55,000 loan shall be evidenced by a Promissory Note, which shall be subject to all other terms and conditions as set forth in this Agreement. A copy of such Promissory Note is attached hereto and incorporated by reference as Exhibit A. Such Promissory Note shall be for a seven (7) year term with interest at 1% per annum. The debt obligations of Borrower under this Loan Agreement and its Promissory Note are direct obligations of Borrower.

Borrower unconditionally agrees to repay the loan, together with any interest thereon, in the amounts and at the times specified in accordance with the terms of this Loan Agreement and the Promissory Note. Payment of principal and interest shall commence thirty (30) days after the Borrower's draw of these funds. All such repayments shall be made by electronic funds transfer directly to a financial institution designated by City.

B. <u>Personal Guarantees of Specific Transaction.</u> As security for this loan, Craig S. Knapp and Deidre L. Knapp, both principal members of Borrower, shall execute legally binding Personal Guarantees of Specific Transaction in the amount of the loan, copies of which are attached and incorporated herein collectively as Exhibit B.

C. <u>Life Insurance Policies.</u> As additional security for the loan, Craig S. Knapp and Deidre L. Knapp shall individually purchase a life insurance policy in an amount not less than

$55,000, naming the City as the designated beneficiary thereunder, or designate city as primary beneficiary on an existing life insurance policy in an amount not less than $55,000. In the event of disbursement of the proceeds of such life insurance, the outstanding balance of the City's loan, together with any interest or penalties, to a maximum of $55,000, shall first be satisfied. The City shall have no claim to the proceeds of such policy in excess of the balance and penalties. A copy of each such policy shall be attached and incorporated herein collectively as Exhibit C.

II. **Project Description**. Borrower shall use the funds as provided herein and for no other purpose.

III. **Disbursement of Loan Funds**. Borrower will use its own funds on hand and funds from Borrower's private lender as "match funds" required by the City's Economic Development Revolving Loan Program Policies and Procedures Manual (Revised 1/16/13). The City shall distribute the loan funds hereunder as otherwise provided herein only upon receipt of documentation of the expenditure of such required "matching funds". The closing on the loan is anticipated to occur at such time as may be mutually agreeable. Borrower shall provide City with a copy of its closing statement evidencing closing on its private bank loan to confirm use of the matching funds required hereunder.

IV. **Employment.** Borrower shall create and fill at least three (3) full-time equivalent positions from the date of execution of this Loan Agreement to a date eighteen (18) months from such execution. Of these positions, at least two (2) shall be for low or moderate income individuals. For purposes of this Agreement, "low or moderate income individuals" means persons with household income less than eighty percent (80%) of the median household income by family size in Brown County.

V. <u>Covenants and Agreements of Borrower</u>

In order to induce the making of this loan, Borrower represents, covenants, and agrees as follows:

A. The loan proceeds under this Agreement shall be spent and used only for those purposes provided herein.

B. Borrower is eligible to receive the loan proceeds under the City's Revolving Loan Program and that no conflict of interest exists.

C. During the period between the execution of this Loan Agreement and a date eighteen (18) months from the execution of such Agreement, of the three (3) full-time equivalent positions created and filled, at least fifty-one (51%) percent or more of which will be occupied by low and moderate income individuals. These positions shall be maintained for a minimum of twenty-four (24) months.

D. Borrower will retain its operations in the City of De Pere, Wisconsin.

E. Borrower shall not make any loans to any officers, employees, relatives, or other corporate entities during the term of this loan which will affect or create indebtedness upon the assets used as security hereof without first notifying and gaining the written approval of the City, which approval will not be unreasonably withheld.

F. Borrower will maintain adequate theft, fire, business continuation and casualty insurance on any and all assets utilized in the business operation.

G. Borrower agrees to complete and provide to City all reports and other requisite information required or necessary to ensure compliance with state and federal laws.

VI. **Records.** Borrower will maintain those records which are necessary to enable the City to determine whether the performance of Borrower complies with the terms of this Agreement. Those records shall, at a minimum, include bills, invoices and checks for payments made to effectuate the business creation contemplated by this Agreement, annual financial statements, and annual personal financial statements from the guarantor. The City shall have access to all records pertinent to this Agreement for purposes of examination and transcription during normal working hours. The City shall require semi-annual performance reports from Borrower concerning employment compliance with this Agreement commencing with the execution of this Agreement. Borrower agrees to provide the City with any and all information reasonably required by the City for such reports.

VII. **Failure to Create Jobs.** Borrower and the City recognize that on the date of the signing of this Agreement, conventional private sector financing for the real property purchase at the rate offered by the City under this Loan Agreement was not available. For that reason, in consideration of the agreement of the City to extend Fifty-Five Thousand Dollars ($55,000) through its Revolving Loan Program to Borrower, Borrower has agreed to create and/or maintain the full-time equivalent jobs as provided above. Borrower acknowledges and understands that the primary objective to this loan is to supply Borrower with funds necessary to establish an indoor recreation area at Parcel WD-L179-4, De Pere, Wisconsin. The parties recognize that the proceeds of the loan, which are contemplated by this Agreement to be an amount of Fifty-Five Thousand Dollars ($55,000), are made upon the terms which are acknowledged by Borrower to be favorable and beneficial to Borrower and that such terms have been offered by the City in order that the respective objectives set forth in this paragraph may be achieved. Based on these understandings and agreements, Borrower agrees that it will pay a penalty in the amount of One

Thousand Eight Hundred Dollars ($1,800) per full-time equivalent job if it fails or neglects to create or maintain as specified in Paragraph IV, above. Borrower also agrees it will pay, as a penalty, the amount of One Thousand Eight Hundred Dollars ($1,800) for any of the positions required to be filled by low or moderate income persons, which Borrower fails or neglects to hire or retain. The City shall determine and report to Borrower on or before twenty-four (24) months or the last quarterly report concerning compliance with this provision. The total amount of any penalty shall be determined by the City and communicated to Borrower in writing on or before a date thirty (30) months from the date of execution of this Agreement and shall be paid in full on the date of the next required monthly payment.

In the event that Borrower is unable to create or retain employment as a result of economic decline in Borrower's business or as a result of damage to Borrower's facilities caused by accidental destruction of some or all of the premises by force majeure or otherwise, Borrower may submit evidence or documentation of the existence of such facts and request, in writing, that the penalty provisions set forth above be waived or deferred for a reasonable period by the City. Should Borrower, using sound business judgment, determine it necessary to terminate the employment of any required person occupying a position created under this Agreement, the City shall not penalize Borrower for such action if Borrower demonstrates that is has used reasonable efforts to hire a replacement for said employee. The City, in exercise of its sound discretion, may agree to waive or defer penalty, and such agreement shall not be unreasonably withheld if the evidence and documentation submitted is sufficient to establish the existence of conditions beyond the reasonable control of Borrower.

VIII. **Nondiscrimination.** Except as provided and permitted by law, Borrower agrees it shall comply with the provisions of Wis. Stats. §111.31 regarding non-discrimination in employment.

IX. **Default.** The following provisions describe default of this Loan Agreement:

A. Default Other than for Payment of Principal or Interest. In the event that Borrower fails to comply with any term or provision contained in this Loan Agreement, or the Promissory Note, other than failure to make payment of principal or interest due, the City will notify Borrower, in writing, of the default, the action required to cure the default, and a date not less than sixty (60) days from the date of notice on which such action as may be required must be performed. In the event that Borrower does not carry out such action as required by the City by the date specified in the notice, Borrower shall be in default. In the event of default, all sums due and owing to the City under the Promissory Note, including the full unpaid balance and all accrued interest and penalties thereon, shall, at the option of the City, become immediately due and payable without notice or demand.

B. Upon Failure to Pay Principal or Interest. In the event that Borrower fails to make any payment on principal or interest or late payment penalty when due and the default continues for more than thirty (30) days, all sums due and owing to the City under this Agreement, including the full unpaid balance and any unpaid accrued interest, shall, at the option of the City, become immediately due and payable without notice or demand. A late payment penalty in the amount of three percent (3%) of any portion of the monthly payment which is more than fifteen (15) days overdue from the due date may be assessed and payable on the 16th day after the applicable monthly payment is due.

C. Representations by Borrower. In the event that any representations made by Borrower to induce the City to extend credit hereunder (under this Loan Agreement or otherwise) are false in any material respect when made or in the event that Borrower ceases to exist, becomes insolvent, or is the subject of bankruptcy or other insolvency proceedings, or has a judgment entered against it or any subsidiary and said judgment remains unsatisfied, unbonded, or unstayed for a period of sixty (60) days after entry thereof, Borrower shall be deemed and considered to be in default and, at the option of the City, all unpaid principal and all unpaid accrued interest shall be immediately due and payable without notice or demand.

D. Removal of Operation from City of De Pere. In the event that Borrower fails to retain its operation in the City of De Pere or, in the opinion of the City, substantially reduces that operation, the Loan Agreement shall be deemed in default and the interest during the entire period of the loan, including disbursement period, shall be retroactively determined at ten percent (10%) per annum. All payments previously made shall be retroactively adjusted between principal and interest using the retroactive interest rate of ten percent (10%) per annum amortized over the term of the note and then determined outstanding principal and accrued interest shall become immediately due and payable without notice or demand.

E. Default on Other Obligations. Should Borrower default on any financial obligations hereunder, at the option of the City, all sums due and owing to the City under the note or notes, including the full unpaid balance and all unpaid accrued interest, shall become immediately due and payable without demand or notice.

F. Failure to Create Jobs as Identified Above. In this Loan Agreement, failure to create jobs, as identified above, is not considered a default, but is to be specifically penalized as provided herein.

X. **Law Governing**. The laws of the State of Wisconsin shall govern this Loan Agreement and Promissory Note issued hereunder.

XI. **Counterparts.** This Loan Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto are on the same instrument.

XII. **Severability.** If any provision of this Loan Agreement shall be held or deemed to be, or shall in fact be, inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any other provision or provisions hereof or any constitution, statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperable or unenforceable in any other case or circumstances or of rendering any other provision or any provisions contained herein invalid, inoperable, or unenforceable to any extent whatsoever. The invalidity of one or more phrases, sentences, clauses, or sections contained in this Loan Agreement shall not affect the remaining portion of this Loan Agreement or any part thereof.

XIII. Termination. Upon full and final payment of the Promissory Note, this Loan Agreement shall terminate and the City shall cause the Promissory Note to be canceled and delivered to Borrower. The City shall also cause liens to be discharged of record.

XIV. Notices. Whenever written notices are required under this Agreement, such notices shall be deemed received when mailed by certified mail to either of the following addresses:

If to Borrower:

Battle House GB LLC
Attn: Craig S. Knapp
4042 Pine Lane
Green Bay, WI 54313

If to City:

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

XV. Amendments. Amendments to this Agreement must be in writing and executed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date first written above.

BATTLE HOUSE GB LLC

By:______________________________
Craig S. Knapp, Member

By:______________________________
Deidre L. Knapp, Member

CITY OF DE PERE

By:______________________________
Michael J. Walsh, Mayor

By:______________________________
Shana D. Ledvina, Clerk-Treasurer

PROMISSORY NOTE

$55,000

Date:_______________
De Pere, Wisconsin

FOR VALUE RECEIVED on this date, Battle House GB LLC, Maker, promises to pay to the order of the City of De Pere at 335 South Broadway, De Pere, WI, 54115, or at such other location as may be designated in writing from time to time, the principal sum of Fifty-Five Thousand Dollars ($55,000), together with interest, at the times and in the amounts hereinafter set forth.

PAYMENTS OF PRINCIPAL AND INTEREST

This note shall be of a duration of seven (7) years. Payments of principal plus interest shall be amortized over a seven (7) year basis with equal monthly installments over the seven (7) year period. This note shall bear interest at a rate of one percent (1%) per annum for the term of this note.

Repayment shall commence thirty (30) days after the Maker first draws on the fund. The schedule of payments of principal and interest are as provided on the attached Exhibit 1.

RIGHT TO PREPAY

This note may be prepaid, in whole or in part, at any time without penalty for repayment at the option of Maker.

DEFAULT

This note shall not be deemed in default as to payment of principal until the expiration of thirty (30) days after written notice to Maker, during which thirty (30) day period Maker shall be allowed to cure the default. If notice is given and Maker fails to cure the default within said thirty (30) day period, the principal balance, together with interest as provided above, shall at once become due and payable without further notice.

SECURITY

As security for this note, the principal members of Maker, Craig S. Knapp and Deidre L. Knapp, have individually executed Personal Guarantees of Specific Transaction and have entered into a Loan Agreement. Additionally, such loan is secured through life insurance policies issued on Craig S. Knapp and Deidre L. Knapp.

INDEMNITY

Maker and any guarantor agree to pay all costs of collection before and after judgment, including reasonable attorney fees (including those incurred in successful defense or settlement of any counterclaim brought by Maker incident to any action or proceeding involving Maker brought pursuant to the United States Bankruptcy Code) and waive presentment, protest, demand, and notice of dishonor. Maker agrees to indemnify and hold harmless Lender, its officers, employees, and agents from and against any and all claims, damages, judgments, penalties, and expenses, including reasonable attorney fees, arising directly or indirectly from the credit extended under this note or the activities of Maker. This indemnity shall survive payment of this note.

CONSTRUCTION

This note and all its terms shall be construed in accordance with the laws of the State of Wisconsin.

BINDING EFFECT

This Promissory Note is binding not only upon Maker, but also its respective heirs, executors, successors, administrators, or assigns.

Signed this ______ day of ________________, 2017.

BATTLE HOUSE GB LLC

By:________________________________
Craig S. Knapp, Member

By:________________________________
Deidre L. Knapp, Member

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Monthly Amortization Schedule

Amount of Note:	55,000
Number of Months:	84
Interest Rate:	1.00%
Calculated Payment:	$678.22

Payment Number	Interest	Principal	Total Payment	Balance
				$55,000.00
1	$45.83	$632.39	$678.22	$54,367.61
2	$45.31	$632.91	$678.22	$53,734.70
3	$44.78	$633.44	$678.22	$53,101.26
4	$44.25	$633.97	$678.22	$52,467.30
5	$43.72	$634.50	$678.22	$51,832.80
6	$43.19	$635.02	$678.22	$51,197.77
7	$42.66	$635.55	$678.22	$50,562.22
8	$42.14	$636.08	$678.22	$49,926.14
9	$41.61	$636.61	$678.22	$49,289.52
10	$41.07	$637.14	$678.22	$48,652.38
11	$40.54	$637.67	$678.22	$48,014.71
12	$40.01	$638.21	$678.22	$47,376.50
13	$39.48	$638.74	$678.22	$46,737.76
14	$38.95	$639.27	$678.22	$46,098.49
15	$38.42	$639.80	$678.22	$45,458.69
16	$37.88	$640.34	$678.22	$44,818.35
17	$37.35	$640.87	$678.22	$44,177.48
18	$36.81	$641.40	$678.22	$43,536.08
19	$36.28	$641.94	$678.22	$42,894.14
20	$35.75	$642.47	$678.22	$42,251.67
21	$35.21	$643.01	$678.22	$41,608.66
22	$34.67	$643.54	$678.22	$40,965.11
23	$34.14	$644.08	$678.22	$40,321.03
24	$33.60	$644.62	$678.22	$39,676.41
25	$33.06	$645.15	$678.22	$39,031.26
26	$32.53	$645.69	$678.22	$38,385.57
27	$31.99	$646.23	$678.22	$37,739.33
28	$31.45	$646.77	$678.22	$37,092.57
29	$30.91	$647.31	$678.22	$36,445.26
30	$30.37	$647.85	$678.22	$35,797.41
31	$29.83	$648.39	$678.22	$35,149.02
32	$29.29	$648.93	$678.22	$34,500.09
33	$28.75	$649.47	$678.22	$33,850.63
34	$28.21	$650.01	$678.22	$33,200.62
35	$27.67	$650.55	$678.22	$32,550.07
36	$27.13	$651.09	$678.22	$31,898.97
37	$26.58	$651.64	$678.22	$31,247.34
38	$26.04	$652.18	$678.22	$30,595.16
39	$25.50	$652.72	$678.22	$29,942.43

Payment Number	Interest	Principal	Total Payment	Balance
40	$24.95	$653.27	$678.22	$29,289.17
41	$24.41	$653.81	$678.22	$28,635.36
42	$23.86	$654.36	$678.22	$27,981.00
43	$23.32	$654.90	$678.22	$27,326.10
44	$22.77	$655.45	$678.22	$26,670.65
45	$22.23	$655.99	$678.22	$26,014.66
46	$21.68	$656.54	$678.22	$25,358.12
47	$21.13	$657.09	$678.22	$24,701.03
48	$20.58	$657.63	$678.22	$24,043.40
49	$20.04	$658.18	$678.22	$23,385.22
50	$19.49	$658.73	$678.22	$22,726.49
51	$18.94	$659.28	$678.22	$22,067.21
52	$18.39	$659.83	$678.22	$21,407.38
53	$17.84	$660.38	$678.22	$20,747.00
54	$17.29	$660.93	$678.22	$20,086.07
55	$16.74	$661.48	$678.22	$19,424.59
56	$16.19	$662.03	$678.22	$18,762.56
57	$15.64	$662.58	$678.22	$18,099.97
58	$15.08	$663.14	$678.22	$17,436.84
59	$14.53	$663.69	$678.22	$16,773.15
60	$13.98	$664.24	$678.22	$16,108.91
61	$13.42	$664.79	$678.22	$15,444.11
62	$12.87	$665.35	$678.22	$14,778.77
63	$12.32	$665.90	$678.22	$14,112.86
64	$11.76	$666.46	$678.22	$13,446.41
65	$11.21	$667.01	$678.22	$12,779.39
66	$10.65	$667.57	$678.22	$12,111.82
67	$10.09	$668.13	$678.22	$11,443.70
68	$9.54	$668.68	$678.22	$10,775.02
69	$8.98	$669.24	$678.22	$10,105.78
70	$8.42	$669.80	$678.22	$9,435.98
71	$7.86	$670.36	$678.22	$8,765.62
72	$7.30	$670.91	$678.22	$8,094.71
73	$6.75	$671.47	$678.22	$7,423.24
74	$6.19	$672.03	$678.22	$6,751.20
75	$5.63	$672.59	$678.22	$6,078.61
76	$5.07	$673.15	$678.22	$5,405.46
77	$4.50	$673.71	$678.22	$4,731.74
78	$3.94	$674.28	$678.22	$4,057.47
79	$3.38	$674.84	$678.22	$3,382.63
80	$2.82	$675.40	$678.22	$2,707.23
81	$2.26	$675.96	$678.22	$2,031.27
82	$1.69	$676.53	$678.22	$1,354.74
83	$1.13	$677.09	$678.22	$677.65
84	$0.56	$677.65	$678.22	$0.00
Totals	$1,970.36	$55,000.00	$56,970.36	

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. GUARANTEE. For value received, and to induce the City of De Pere (Lender) to extend credit to Battle House GB LLC, a Wisconsin Limited Liability Corporation, (Debtor), Craig S. Knapp (hereinafter "the Undersigned"), a principal member of Battle House GB LLC, guarantees payment of and promises to pay or cause to be paid to Lender, when due, or to the extent not prohibited by law, at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, the Promissory Note or Loan Agreement payable to Lender dated _______________, 2017, executed by Debtor in the principal amount of Fifty-Five Thousand Dollars ($55,000), plus interest charges and fees as provided for in the Promissory Note, Loan Agreement, and any extensions, renewals, and deferrals of it, and also including the amount of any payments made to Lender on behalf of Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the Undersigned, even though any obligation is invalid and unenforceable against Debtor.

2. REPRESENTATIONS. The Undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the Undersigned for, and has no duty to provide information to the Undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Debtor. The Undersigned has independently determined the

collectability and enforceability of the obligations and, until the obligations are paid in full, will independently, and without reliance on Lender, continue to make such determinations.

3. PERSONS BOUND. This guarantee benefits the Lender, its successors and assigns, and binds the Undersigned, his respective heirs, personal representatives, and assigns.

Dated in De Pere, Brown County, Wisconsin, this ____ day of ____________, 2017.

____
Craig S. Knapp
4042 Pine Lane
Green Bay, WI 54313

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this ____ day of _______, 2017, the above-named Craig S. Knapp to be known to be the person who executed the foregoing instrument and acknowledged the same.

____
Notary Public:
My commission expires: _______________

H:\azills\Economic Development Loans\2017\Battle House GB LLC - Personal Guarantee-Craig S. Knapp.docx

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. GUARANTEE. For value received, and to induce the City of De Pere (Lender) to extend credit to Battle House GB LLC, a Wisconsin Limited Liability Corporation, (Debtor), Deidre S. Knapp (hereinafter "the Undersigned"), a principal member of Battle House GB LLC, guarantees payment of and promises to pay or cause to be paid to Lender, when due, or to the extent not prohibited by law, at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, the Promissory Note or Loan Agreement payable to Lender dated _______________, 2017, executed by Debtor in the principal amount of Fifty-Five Thousand Dollars ($55,000), plus interest charges and fees as provided for in the Promissory Note, Loan Agreement, and any extensions, renewals, and deferrals of it, and also including the amount of any payments made to Lender on behalf of Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the Undersigned, even though any obligation is invalid and unenforceable against Debtor.

2. REPRESENTATIONS. The Undersigned acknowledges and agrees that Lender has not made any representations or warranties with respect to, does not assume any responsibility to the Undersigned for, and has no duty to provide information to the Undersigned regarding the collectability or enforceability of any of the obligations or the financial condition of Debtor. The Undersigned has independently determined the

collectability and enforceability of the obligations and, until the obligations are paid in full, will independently, and without reliance on Lender, continue to make such determinations.

3. PERSONS BOUND. This guarantee benefits the Lender, its successors and assigns, and binds the Undersigned, his respective heirs, personal representatives, and assigns.

Dated in De Pere, Brown County, Wisconsin, this ____ day of ____________, 2017.

____
Deidre L. Knapp
4042 Pine Lane
Green Bay, WI 54313

STATE OF WISCONSIN)
) ss.
COUNTY OF BROWN)

Personally came before me this ____ day of _______, 2017, the above-named Deidre L. Knapp to be known to be the person who executed the foregoing instrument and acknowledged the same.

____
Notary Public:
My commission expires: _______________

H:\azills\Economic Development Loans\2017\Battle House GB LLC - Personal Guarantee-Deidre L. Knapp.docx

RESOLUTION #16-130

AUTHORIZING THE NEGOTIATION OF AN ECONOMIC DEVELOPMENT LOAN WITH BATTLE HOUSE GB LLC

WHEREAS, the Department of Planning and Economic Development has received the application of Battle House GB LLC for a revolving loan in the amount of $55,000; and

WHEREAS, the Common Council wishes to authorize the negotiation of such a loan in accordance with this Resolution and the Economic Development Revolving Loan Program Policies and Procedures Manual (revised 1/15/13).

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Director of Planning and Economic Development and the City Attorney are authorized and directed to negotiate the terms and conditions of a revolving loan with Battle House GB LLC in accordance with the City's Economic Development Revolving Loan Program Policies and Procedures Manual (revised 1/15/13) in the principal amount not to exceed $55,000.

BE IT FURTHER RESOLVED THAT:

> Any loan so negotiated shall be submitted to the Finance/Personnel Committee for approval prior to execution of documents therefore.

BE IT FURTHER RESOLVED THAT:

> All appropriate officers, officials, employees and agents of the City of De Pere are authorized and directed to take all steps reasonably necessary to finalize such loan agreement and accessory documents and to take all other actions reasonably necessary to comply with and compel compliance with such agreement.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of December, 2016.

APPROVED:

____
Michael J. Walsh, Mayor

ATTEST:

____
Shana D. Ledvina, Clerk-Treasurer

Ayes:_____

Nays:_____

City of De Pere
MEMORANDUM

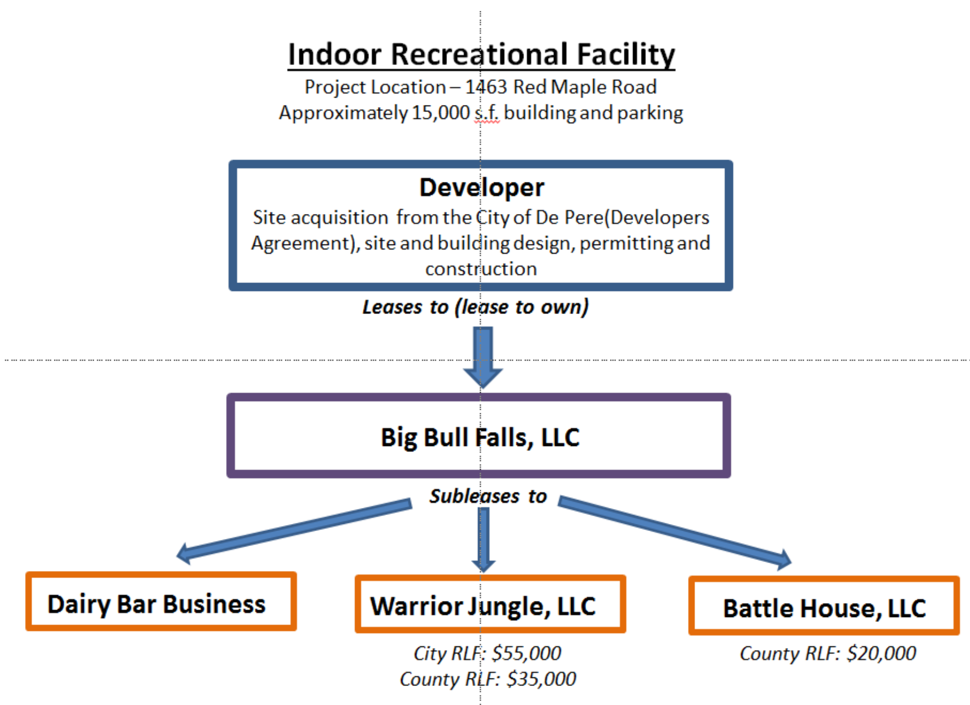
To: City Council
From: Kimberly Flom, Economic Development & Planning Director
Date: December 20, 2016

RE: **Revolving Loan Fund (RLF) Application for Battle House LLC**

PROJECT SUMMARY

Battle House, LLC has submitted a Revolving Loan Fund application requesting a $55,000 loan for working capital. Battle House, LLC is one part of a multi-part indoor recreational facility proposed for the West Industrial Park.

The applicant has partnered with a local developer in order to complete this project. The developer is currently working with City staff to acquire a piece the southeast corner of American Boulevard and Red Maple Road. If a Developer's Agreement is approved, the developer will construct a building on the property and lease the building to 'Big Bull Falls, LLC,' owned by Craig and Diedre Knapp. Big Bull Falls, LLC will then sublease the building to three separate entities including, Battle House, LLC, Warrior Jungle, LLC and a dairy bar business (formal business name has not been established). Together, the three entities will operate an indoor recreational business where customers can engage in a tactical laser tag experience, test out cross training skills in a 'Ninja Warrior' style course and/or snack on ice cream or frozen yogurt at a Dairy Bar. See the below diagram for a summary.



The applicant has also requested revolving loan funds from Brown County for both Battle House, LLC and Warrior Jungle, LLC. Both entities commit to creating the required full time equivalent positions and available to LMI individuals in order to qualify for the Loan program. In total, the applicants are requesting $110,000 in revolving loan funds, $55,000 from the city of De Pere and $55,000 from Brown County.

Battle House, LLC is a new business for the Knapps, but not a new business for their family. Other family members own and operate successful franchises in Illinois and North Carolina. A business summary is attached for your review.

Staff proposes a 4% interest rate in order to match the County Loan, and at term of 7 years (typical for working capital loans). Because the loan request is for working capital, and because the business entity will not own the building, there is no collateral available for the property or equipment. The applicants have committed to providing a personal guaranty as well as a life insurance policy.

The $55,000 loan ($90,000 with County loan) represents 18% (30%) of the total business start up costs ($300,000). As of September 30, 2016, the Revolving Loan Fund had an account balance of $1,1063,718.57, which is $122,381.57 over the cap of $941,337. The Finance and Personnel Committee approved a $65,500 loan for Black Honey Hashery that has not closed yet. Staff also has an application for a $250,000 loan from New Leaf Cooperative Market.

There are a number of other City approvals needed for this project. The applicant is working to finalize their financing in order to release the developer to finalize site acquisition and plans. Some of the reviews needed include a developer's agreement (with TID incentive and property sale), conditional use permit, CSM and site plan.

Staff requests approval from the City Council to proceed with negotiating the terms of the loan, and also drafting the necessary documents related to the loan. If terms are reached between the City and the Applicant, the final documents will be presented to the Finance/Personnel Committee for review.

Attachments

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

I. Executive Summary

The Company

Battle House GB LLC – Tactical Laser Combat is a family friendly recreational business solely owned by Craig and Deidre Knapp. Battle House is an indoor, climate-controlled, gaming facility that offers a sophisticated form of entertainment and exercise. Customers engage in an intense form of recreation, and team building, which utilizes the latest generation of tactical laser equipment with weapons that are modeled after, and utilize technology that has been developed and adapted from military combat training. Laser combat is heart-pounding, adrenaline-pumping game, in which strategy, team work and even luck are critical to your team's success.

The business model is based upon two currently operating businesses, both owned and operated by related family members; designed with a scale that offers a regional uniqueness and size to accommodate its targeted customers. Battle House GB LLC will be a reflection of Battle House Laser Combat (www.battlehouselasercombat.com), originated in 2014, owned and operated by Doug and Jane Huckbody, located in Lake Barrington, IL, and Battle House Laser Tag (www.battlehouseilm.com), originated in 2015, owned and operated by Darek and Lindsey Huckbody, located in Wilmington, NC.

The concept of combat style laser tag has been around for approximately 7 years in limited capacity around the country.

The Market

The potential regional customer base for this service is estimated to be large, and the Green Bay and Appleton areas continue to experience steady population growth, and support above average income levels. We anticipate that 60% of our customers will come from the Green Bay area, 20% will come from the surrounding counties, and the remaining 20% will come from the active tourism that travels to the area.

We are looking at targeting three population segments with Battle House GB LLC. The first segment will be older children and Teens (12-17 years old), a group that is very knowledgeable of the concept of "play", since the offering simulates a very popular video game, and the kids will be looking to have a fun activity around an interest area of theirs. The second targeted group will be young adults (18-34 years old), offering a great activity to do in a group setting that is recreational based while incorporating strategy with innovation. The third segment will be groups, and likely to center on adults (35+ years old). These mature adults will influence gatherings for birthday parties, bachelor and bachelorette parties, community events, corporate team building, and family outings looking for an activity that all ages can play together.

Finally, it should be noted that a large number of tourist and visitors to the area will be targeted as new potential one-time or destination customers.

Competition

Battle House GB will be competing for the large pool of discretionary entertainment dollars that is being spent by singles and families. Direct competitors include; laser tag, paintball and trampoline

BATTLE HOUSE FRANCHISE OPPORTUNITY

CONSULTATION

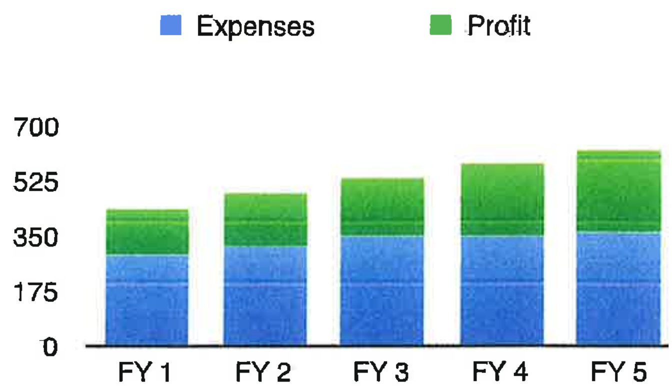
You will receive guidance, honest feedback and suggestions from proven business and military leaders. We offer you access to our facilities and trained staff, as needed, to help you evaluate and launch your tactical laser tag business venture.

BUSINESS PLAN DEVELOPMENT

You can jump start the planning process through use of our proven Business Plan. In template form, you can modify as appropriate. This will support your discussions with potential investors, banks, the Small Business Administration, etc.

FINANCIAL MODELING

We will provide you a vetted financial model with realistic costs estimates and assistance with selection of your location, demographics, projected customer volumes and associated revenues.

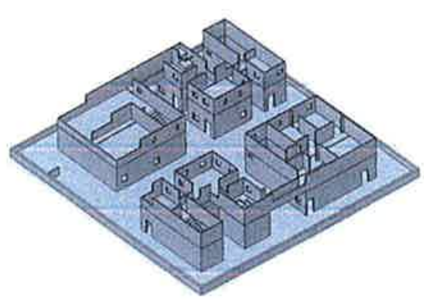


BATTLE ARENA DESIGN

We offer a consultative approach with you, your contractor(s) and architects for development of the multi-dimensional Battle Arena.

You will receive a graphic 3-D Model for advance marketing and discussions with local zoning boards, contractors, building inspectors and prospective customers.

Lake Barrington, IL



Wilmington, NC

BATTLE HOUSE FRANCHISE OPPORTUNITY

MARKETING & ADVERTISING BUNDLE

Battle House is an emerging brand with high quality websites and a strong, tactical presence. We offer name recognition, our trademarked logo, the ability to copy and modify our website and take advantage of significant SEO/SEM work. We also offer extensive photo & video libraries, bill board designs (in-door & outdoor), brochures, business cards, loyalty cards, recommended advertising approaches, and much more.

SUPPLIER / VENDOR LIST

We offer a quick-start list of needed supplies, props, manufacturers, parts, etc. We've done the legwork and can save you time.

PROVEN ROLL-OUT PROCESSES

We have successfully launched operations in Lake Barrington, IL and Wilmington, NC. We offer on-site training of your managers and staff to bring your operations on-line as quickly as possible.

POST-IMPLEMENTATION FORUM & EXCHANGE

Through monthly conference calls, our locations are able to have direct exchange of issues, generate ne ideas and address service and other needs.

Attachment: Battle House Business Plan (5654 : RLF Economic Development Loan with Battle House GB)

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**June 13, 2017**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Recommendation to approve Bay Area Workforce Development Work Experience Program Agreement***

ATTACHMENTS:

- Memo to Finance about the program (DOCX)
- Bay Area Workforce Development Board WIOA WORK EXPERIENCE WORKSITE AGREEMENT (DOCX)
- Bay Area Workforce Development Board WIOA WORK EXPERIENCE WORKSITE AGREEMENT (DOCX)

Memo — City of De Pere

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director
RE: Recommendation to approve Bay Area Workforce Development Work Experience Program Agreement
Date: June 13, 2017

The Bay Area Workforce Development Board, through the Workforce Innovation & Opportunity Act (WIOA), offers a Work Experience Program for young adults ages 16-24. The WIOA, which was signed into law on July 22, 2014, has a broad youth vision. The program commits to providing high quality services for youth and young adults beginning with career exploration and guidance, continued support for educational attainment, opportunities for skills training in in-demand industries and occupations, and culminating with a good job along a career pathway or enrollment in post-secondary education. The program focuses on assisting participants in achieving academic and occupational goals. Participants in the program are typically disadvantaged youth that may be low income, English language learner, pregnant or parenting, basic skills deficient, or has had a conviction with the juvenile or adult justice system. There are about 500 participants in the program, 60-80 of which are in Brown County.

The portion of the program that the City of De Pere would like to participate in is the traditional work experience. The traditional work experience allows the participant to examine and experience a career in their field of interest on an employer's premises. During the traditional work experience, participants carry out specific tasks and duties, much as an employee would. A typical traditional work experience runs for 200 hours total, however, the specific number of hours can be tailored based on needs of participant and the City. There is currently one participant that is interested in working for the City of De Pere Water Department this summer.

This program has no direct cost to the City. The Bay Area Workforce Development Board assumes all liability for the work experience participant. The Bay Area Workforce Development Board pays the hourly wages of the participant as well as Worker's Compensation insurance. The City would provide a meaningful employment and training experience for the participant.

I am asking for your approval of the agreement to participate in the program. The City Attorney will be making needed amendments to the agreement. Please contact me at 339-4045 if you have questions prior to the meeting.

Bay Area Workforce Development Board **WIOA WORK EXPERIENCE WORKSITE AGREEMENT**

This Agreement is made between _______________________________________, (Worksite), the Bay Area Workforce Development Board, and ______________________________ (Participant).

The Worksite Shall:

1. Provide a structured and meaningful employment and training experience for the Participant.

2. Provide adequate supervision, instruction, training and guidance to the Participant.

3. Provide information to the Participant and program staff regarding the Participant's progress, performance, strengths and weaknesses.

4. Provide informal feedback to the Participant throughout the work experience, and complete a final, written evaluation with participant on or by the end date.

5. Treat the Participant in the same manner as other worksite employees.

6. Provide the same benefits and working conditions as similarly employed individuals.

7. Inform the Work Experience Coordinator (Vickie Patterson; vpatterson@bayareawdb.org; 920-431-4108) when a Participant fails to report to work, when problems arise pertaining to the Participant's progress, or when it is apparent that the transfer or termination of the Participant from the worksite is appropriate.

8. Provide a safe and healthy work environment, in compliance with the Wisconsin Safe Place Statute 101.11.

9. Immediately inform the Work Experience Coordinator (Vickie Patterson; vpatterson@bayareawdb.org; 920-431-4108) should the Participant incur any injury while he/she is on the job or in training. An Incident/Injury Report form must be completed and submitted to the Bay Area Workforce Development Board within three (3) days of the incident/injury.

10. Assure that the Participant will not replace any person who would otherwise be hired by the worksite, and assure that the Participant will not perform any task which would be the responsibility of any employee of the worksite now on lay off, affected by a labor dispute, work stoppage or strike.

11. Assure that the Participant's employment does not infringe in any way upon the promotional opportunities of currently employed individuals.

12. Comply with and observe all federal, state and local laws, ordinances and regulations which in any manner affect the worksite or its conduct including child labor laws as appropriate, and the Civil Rights Act of 1964 regarding discrimination against Participants based on their race, color, sex, national origin, age, religion, disability, marital status, pregnancy or childbirth, ancestry, citizenship, sexual orientation, honesty or genetic testing, arrest record, conviction record, membership in the national guard, state defense force or any other reserve component of the military forces of the United States, offender status, political affiliation or belief, or refusal to submit to sexual contact or sexual intercourse.

13. Assure that the participant is not required to join a union as a condition of placement, unless the training involves individuals employed under a collective bargaining agreement containing union security provisions.

14. Receive concurrence from the appropriate Collective Bargaining Representative prior to start of work if applicable.

15. Be responsible for verifying and signing completed timesheets signed by the Participant, in accordance to the schedule outlined in the WIOA Work Experience Guide.

16. Comply with any special conditions or requirements outlined in this Agreement.

17. Limit the Participant to the average number of hours per week for the agreed upon training period, not to exceed the total number of hours indicated in this Worksite Agreement.

18. Comply with all applicable Child Labor Laws (if Participant is less than 18 years of age).

19. Assure that the Worksite Supervisor is not a family member of the Participant, or that any family member can control or make a decision about hiring, firing or funding the Participant’s worksite Work Experience.

Bay Area Workforce Development Board Shall:

1. Be responsible for referring to the worksite only those participants that demonstrate appropriate interests and abilities.

2. Assure, where required by law, that the Participant has met Selective Service registration requirements.

3. Maintain regular contact with the Worksite Supervisor and the Participant in order to evaluate progress and monitor performance.

4. On-site monitoring will be conducted if requested from either party (worksite or participant). This will be determined through regular contact and monitoring, including any indication of this need that is noted on progress report section of timesheet.

5. Provide job counseling and support services to the Participant as appropriate and available.

6. Be responsible for compensating the Participant for work performed and assure that the Participant is covered by Worker’s Compensation.

7. Issue payroll checks according to the payroll process and schedule outlined in the WIOA Work Experience Guide, and assure that the Participant will receive an hourly wage as stated in the Worksite Agreement.

The Participant Shall:

1. Report to the worksite as scheduled by the Worksite Supervisor.

2. Follow work rules and assignments given by the Worksite Supervisor.

3. Comply with all requirements as outlined in this agreement and the WIOA Work Experience Guide.

All Parties Agree That:

1. No Participant will be involved in political, anti-political, religious, anti-religious activities, or be requested to assist in, promote, or deter union organizing during work hours.

2. All Parties have received a copy of, and will abide by, the WIOA grievance procedure outlined in the WIOA Work Experience Guide.

3. They have received and will abide by the Job Description, which is considered a part of this Agreement.

4. The Participant will receive no payment for activities in which he/she fails to participate without good cause.

5. The Agreement may be terminated as a result of non-performance, or for just cause.

6. The Work Experience training period, the average hours worked per week, and the total number of hours allowable within the Work Experience training period will be adhered to as follows:

Wage (per hour): $_______________ Average Hours (per week): __________
Total Training Period:__________ wks. Total Program Hours:_______________
Start Date: ______________________ End Date: ________________________

Specific items (tools, uniforms, etc.) required: Item description	Provided by:
BAWDB	Worksite

Bay Area Workforce Development Board

WIOA WORK EXPERIENCE WORKSITE AGREEMENT

This Agreement is made between ______________________________________, (Worksite), the Bay Area Workforce Development Board, and ______________________________ (Participant).

The Worksite Shall:

1. Provide a structured and meaningful employment and training experience for the Participant.
2. Provide adequate supervision, instruction, training and guidance to the Participant.
3. Provide information to the Participant and program staff regarding the Participant's progress, performance, strengths and weaknesses.
4. Provide informal feedback to the Participant throughout the work experience, and complete a final, written evaluation with participant on or by the end date.
5. Treat the Participant in the same manner as other worksite employees.
6. Provide the same benefits and working conditions as similarly employed individuals.
7. Inform the Work Experience Coordinator (Vickie Patterson; vpatterson@bayareawdb.org; 920-431-4108) when a Participant fails to report to work, when problems arise pertaining to the Participant's progress, or when it is apparent that the transfer or termination of the Participant from the worksite is appropriate.
8. Provide a safe and healthy work environment, in compliance with the Wisconsin Safe Place Statute 101.11.
9. Immediately inform the Work Experience Coordinator (Vickie Patterson; vpatterson@bayareawdb.org; 920-431-4108) should the Participant incur any injury while he/she is on the job or in training. An Incident/Injury Report form must be completed and submitted to the Bay Area Workforce Development Board within three (3) days of the incident/injury.
10. Assure that the Participant will not replace any person who would otherwise be hired by the worksite, and assure that the Participant will not perform any task which would be the responsibility of any employee of the worksite now on lay off, affected by a labor dispute, work stoppage or strike.
11. Assure that the Participant's employment does not infringe in any way upon the promotional opportunities of currently employed individuals.
12. Comply with and observe all federal, state and local laws, ordinances and regulations which in any manner affect the worksite or its conduct including child labor laws as appropriate, and the Civil Rights Act of 1964 regarding discrimination against Participants based on their race, color, sex, national origin, age, religion, disability, marital status, pregnancy or childbirth, ancestry, citizenship, sexual orientation, honesty or genetic testing, arrest record, conviction record, membership in the national guard, state defense force or any other reserve component of the military forces of the United States, offender status, political affiliation or belief, or refusal to submit to sexual contact or sexual intercourse.
13. Assure that the participant is not required to join a union as a condition of placement, unless the training involves individuals employed under a collective bargaining agreement containing union security provisions.
14. Receive concurrence from the appropriate Collective Bargaining Representative prior to start of work if applicable.

Bay Area WDB, serving WIOA Title I, is an Equal Opportunity Service Provider and Employer.

15. Be responsible for verifying and signing completed timesheets signed by the Participant, in accordance to the schedule outlined in the WIOA Work Experience Guide.
16. Comply with any special conditions or requirements outlined in this Agreement.
17. Limit the Participant to the average number of hours per week for the agreed upon training period, not to exceed the total number of hours indicated in this Worksite Agreement.
18. Comply with all applicable Child Labor Laws (if Participant is less than 18 years of age).
19. Assure that the Worksite Supervisor is not a family member of the Participant, or that any family member can control or make a decision about hiring, firing or funding the Participant's worksite Work Experience.

Bay Area Workforce Development Board Shall:

1. Be the employer of record for the Participant for the duration of the work experience.
2. Be responsible for compensating the Participant for work performed and assure that the Participant is covered by Worker's Compensation and liability insurance.
3. Be responsible for referring to the worksite only those participants that demonstrate appropriate interests and abilities.
4. Assure, where required by law, that the Participant has met Selective Service registration requirements.
5. Maintain regular contact with the Worksite Supervisor and the Participant in order to evaluate progress and monitor performance.
6. On-site monitoring will be conducted if requested from either party (worksite or participant). This will be determined through regular contact and monitoring, including any indication of this need that is noted on progress report section of timesheet.
7. Provide job counseling and support services to the Participant as appropriate and available.
8. Issue payroll checks according to the payroll process and schedule outlined in the WIOA Work Experience Guide, and assure that the Participant will receive an hourly wage as stated in the Worksite Agreement.

The Participant Shall:

1. Report to the worksite as scheduled by the Worksite Supervisor.
2. Follow work rules and assignments given by the Worksite Supervisor.
3. Comply with all requirements as outlined in this agreement and the WIOA Work Experience Guide.

Bay Area Workforce Development Board

WIOA WORK EXPERIENCE WORKSITE AGREEMENT

All Parties Agree That:

1. No Participant will be involved in political, anti-political, religious, anti-religious activities, or be requested to assist in, promote, or deter union organizing during work hours.
2. All Parties have received a copy of, and will abide by, the WIOA grievance procedure outlined in the WIOA Work Experience Guide.
3. They have received and will abide by the Job Description, which is considered a part of this Agreement.
4. The Participant will receive no payment for activities in which he/she fails to participate without good cause.
5. The Agreement may be terminated as a result of non-performance, or for just cause.
6. The Work Experience training period, the average hours worked per week, and the total number of hours allowable within the Work Experience training period will be adhered to as follows:

Wage (per hour): $_______________ Average Hours (per week): __________

Total Training Period:__________ wks. Total Program Hours:_______________

Start Date: ______________________ End Date: ________________________

Specific items (tools, uniforms, etc.) required:

Item description	Provided by:	
	BAWDB	Worksite

This Agreement may be amended by either of the parties by providing written notification ten (10) days prior to amending.

______________________________ ______________________________

Signature of Worksite Representative Name of Company/Organization

______________________________ ______________________________

Printed Name Worksite Representatives Title

____

Date

______________________________ ______________________________

Signature of Participant Signature of BAWDB Work Experience Coordinator

______________________________ ______________________________

Printed Name Printed Name

__________________________ __________________________

Date Date

Bay Area WDB, serving WIOA Title I, is an Equal Opportunity Service Provider and Employer.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**June 13, 2017**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Recommendation to Bind Fuel Storage Tank Liability Insurance with Crum and Forster***

ATTACHMENTS:

- Memo to Finance Re Storage Tanks (DOCX)

MEMO CITY OF DE PERE

To: Members of the Finance/Personnel Committee

From: Shannon Metzler, Human Resources Director
Scott Thoresen, Public Works Director
Marty Malloy, City's Insurance broker with M3 Insurance

Date: June 13, 2017

Re: Recommendation to Bind Fuel Storage Tank Liability Insurance with Crum and Forster

We recently became aware that the current insurance carrier that insures the City's underground fuel storage tanks has decided not to renew the coverage. Insurance companies recently have made the decision to stop insuring older tanks. Our tanks are 35 years old. The current coverage ends on June 16, 2017.

<u>Alternate Insurance Proposals:</u>

- M3 submitted applications for underground storage tank insurance to over 25 insurers.
- Only 4 insurance companies provided proposals.
  - Three of the four proposals had premium of $25,000 or more with deductibles starting at $100,000.
  - We did receive one acceptable proposal from a company called Crum and Forester that does require some tests be obtained on the City's underground storage tanks in order to bind the insurance coverage. We have since had that testing completed and have completed the application process for coverage. Below shows how our current policy compares to the policy with Crum and Forester.

	2016/2017 Policy	**2017/2018 Quote**
Premium	$6,406	$11,742
Limits	$1,000,000	$1,000,000
Defense Limits	Included in above limit	$250,000
Deductible	$10,000	$25,000

- Almost all insurance companies:
  - Have added restrictions on the age of underground storage tanks that they can insure. Some insurance company's cutoff is 20-25 years, while others have a cutoff of 30-35 years.
    - The industry has suffered adverse losses in the last few years.
    - As tanks age out of their warranty period insurance companies no longer want to provide insurance.
    - Losses on older tanks are much more likely.
  - Have increased the deductible to $50,000, $100,000 or even $250,000 for older storage tanks.
  - Have increased the premium substantially. In some cases, carriers have tried to reset the retroactive date to policy inception so that they are not liable for historical conditions that may be present in the soil or groundwater.

  - Have added exclusions for loss resulting from, or discovered during, a tank removal, closure or upgrade project.

The number of Underground Storage Tanks owned by municipalities is decreasing:

- The Wisconsin Department of Trade, Agriculture and Consumer Protection maintains a data base of underground storage tanks in the state of Wisconsin. This data base shows fewer municipalities own underground storage tanks each year.

Potential Solutions Action Issues:

- Maintain the Underground Tanks
  - Continue to be Fully Insured
    - Potential long-term issue obtaining insurance. Insurance premiums and deductibles will continue to increase and will be difficult to obtain insurance.
  - Non-insurance
    - Surety Bond. Cost 2% of obligation or ~$20,000 bond premium paid by the city.
    - Letter of Credit. Cost Varies. This could also cost the city $15,000 to $20,000 annually.
    - Get approval from the state to completely self-insure. (This option would need to be evaluated further to ensure this is a viable option.)
    - In all of the above solutions, the city would ultimately be responsible for financing claims.
- Remove Tanks
  - Use a certified contractor to remove existing tanks. Estimated cost of removal $50,000. There could be additional cost if contamination is discovered.
  - Options after tanks are removed.
    - Install above ground storage tanks. Estimated cost is $150,000.
      - Insurance should still be purchased, but it would be much less expensive with better terms and conditions
      - Appropriate space for tanks needs to be evaluated
    - Negotiate pricing with local vendor to purchase fuel
      - Inefficiencies with workflow would need to be evaluated
      - Availability of fuel in emergency situations may be restricted
      - Increase in cost for fuel

Recommendation:
We are recommending binding coverage with Crum and Forester for the next year. This will allow the City some time to look into all options noted above. We have the appropriate funds to cover the cost increases for the other liability policies; however, given the unexpected situation with the storage tank policy, we would need a budget amendment approval of $5,336 in the General Government fund 100-51901-510.

Please note: Our current policy expires on June 16, 2017. We recognize a final decision to bind coverage will need to get approved at the City Council on June 20th. Therefore, we've asked Crum and Forster if they would backdate the policy to June 16, 2017 to avoid any lapse of coverage. They've agreed to comply with the request.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**June 13, 2017**
DEPARTMENT:	**City Attorney**
FROM:	**Judith Schmidt-Lehman**
SUBJECT:	**Consider Policy on Donor Acknowledgement on Vehicles and Equipment ***

ATTACHMENTS:

- Mayor-FP-donor recognition policy memo (PDF)
- donor recognition policy 6-2017 (DOCX)

MEMORANDUM

TO:	Mayor Michael J. Walsh Finance/Personnel Committee Members
FROM:	Judith Schmidt-Lehman, City Attorney
DATE:	June 13, 2017
RE:	Consideration of Policy for Donor Acknowledgment on Donated Vehicles/Equipment

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On the Finance/Personnel meeting agenda for June 13, 2017 is a request by the Fire Department that the Committee recommend approval of the donation of a trailer for the Department (valued at over $10,000) by Aurora BayCare Medical Center (Aurora). You will see that Aurora is proposing to have its name applied to the side of the trailer. City Administrator Larry Delo requested that I put together a draft Policy on allowing donor recognition information to be placed upon vehicles or equipment received by the City through donations.

Attached is a very basic draft policy for your consideration. There are many ways a donor recognition policy can be structured; therefore the intent behind this draft is to provide you with a basic policy to initiate discussion. The final version of any policy the Committee recommends to the Council will incorporate whatever features the Committee feels comfortable with.

If you have any questions regarding this matter prior to the Committee meeting, feel free to call me at 339-4042 or City Administrator Delo at 339-4044.

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POLICY GUIDELINE FOR RECOGNITION OF DONATIONS
FOR VEHICLES AND EQUIPMENT
(June 2017)

The Finance/Personnel Committee may, from time to time, authorize city departments to solicit donations to finance vehicle and equipment purchases for city use. Further, the Finance/Personnel Committee may, from time to time, accept unsolicited donations to be used for the purchase of vehicles or equipment. The purpose of this Policy is to provide guidelines for donor recognition on the vehicle or equipment acquired through such donation.

POLICY: The Common Council finds that it is important and proper to recognize donor generosity and it does so by sending formal acknowledgement and thanks to the City's many generous donors. The Common Council further finds that, in certain circumstances, the generosity of the donor warrants additional recognition, particularly if an individual or lawful business entity donates funds sufficient to purchase a vehicle or entire piece of equipment. In those cases, the Council finds that it is important and proper to also acknowledge the name of the donor on the vehicle or equipment donated when requested by the donor. Therefore, the Council hereby authorizes acknowledging the donor identity on vehicle(s) or equipment donated by an individual or lawful business entity when requested by the donor.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**June 13, 2017**
DEPARTMENT:	**Finance Department**
FROM:	**Joe Zegers**
SUBJECT:	**Presentation of 2016 Preliminary Audit Management Letter. ***

ATTACHMENTS:

- Schenck Letter Memo June 09, 2017 (DOC)
- 2016 Draft City of De Pere - ML (PDF)

M E M O R A N D U M **CITY OF DE PERE**

TO: Honorable Mayor and Members of the Finance Committee
Larry Delo, City Administrator

FROM: Joe Zegers, Finance Director

RE: 2016 Preliminary Management Letter from Schenck

DATE: June 9, 2017

I am awaiting the above document from Schenck and expect to get it later on today. I will forward it to you via email pending approval from Larry who is in Madison today at the Urban Policy Forum. The reason for this is I do not want to delay the process of finalizing the Finance agenda packet which has to go out this morning due to our offices closing at 11:30 a.m. today. Thank you for your understanding.

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MANAGEMENT COMMUNICATIONS

CITY OF DE PERE, WISCONSIN

DECEMBER 31, 2016

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CITY OF DE PERE, WISCONSIN
December 31, 2016

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To the City Council
City of De Pere
De Pere, Wisconsin

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of City of De Pere, Wisconsin (the "City") for the year ended December 31, 2016. The City's financial statements, including our report thereon dated ________, 2017, are presented in a separate audit report document. Professional standards require that we provide you with the following information related to our audit.

Our Responsibilities Under U.S. Generally Accepted Auditing Standards and *Government Auditing Standards*

As stated in our engagement letter, our responsibility, as described by professional standards, is to express opinions about whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered the City's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinions on the financial statements and not to provide assurance on the internal control over financial reporting.

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grants. However, providing an opinion on compliance with those provisions is not an objective of our audit.

Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to you in our correspondence about planning matters.

Significant Audit Findings

Consideration of Internal Control

In planning and performing our audit of the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City as of and for the year ended December 31, 2016, in accordance with auditing standards generally accepted in the United States of America, we considered the City's internal control over financial reporting (internal control) as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control. Our report on internal control over financial reporting and on compliance and other matters is presented on pages 66 - 67 of the annual report.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore material weaknesses or significant deficiencies may exist that were not identified. However, as discussed below, we identified certain deficiencies in internal control that we consider to be significant deficiencies.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses.

A significant deficiency is a deficiency, or a combination of deficiencies, in internal control, that is less severe than a material weakness, yet important enough to merit attention by those charged with governance. We consider the following deficiencies in the City's internal control to be significant deficiencies:

Finding 2016-001 Preparation of Annual Financial Report
Finding 2016-002 Adjustments to the City's Financial Records

These findings are described in detail in the schedule of findings and responses on pages 68 - 69 of the annual report.

The City's written response to the significant deficiencies identified in our audit has not been subjected to the audit procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the City are described in Note A to the financial statements. As described in Note C.1 to the financial statements, the City changed accounting policies related to fair value measurement by adopting Statement of Governmental Accounting Standards Board (GASB) No. 72, *Fair Value Measurement and Application* in 2016. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. To the best of our knowledge, all significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates included in the financial statements were:

Management's estimate of the depreciable life of the capital assets is based upon analysis of the expected useful life of the capital assets. We evaluated the key factors and assumptions and the consistency in these factors and assumptions used to develop the depreciable life in determining that it is reasonable in relation to the financial statements taken as a whole.

Management's estimate of accumulated sick leave is based upon analysis of the employees sick leave balance. We evaluated the key factors and assumptions and the consistency in these factors and assumptions used to develop the estimate in determining that it is reasonable in relation to the financial statements take as a whole.

Management's estimate of the net pension liability (asset) and related deferred outflows/inflows of resources is based on information received form the Wisconsin Retirement System. We evaluated the key factors and assumptions used to develop the net pension asset and related deferred outflows of resources in determining that they are reasonable in relation to the financial statements taken as a whole.

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Management's estimate of the fair value of the investments is based on ending market values as of December 31, 2016 as reported by the investment managers. We evaluated the key factors and assumptions used in valuing the investments in determining that they are reasonable in relation to the consolidated financial statements taken as a whole.

Management's estimate of the other postemployment benefits is based on an actuarial report. We evaluated the key factors and assumptions used to develop the other postemployment benefits in determining that it is reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. Management has corrected all such misstatements. Copies of the audit adjustments are available from management. The following material misstatements detected as a result of audit procedures were corrected by management:

- To redistribute debt proceeds of $3,265,880 between City funds.
- To redistribute short term debt proceeds of $275,000 and short term debt payments in the amount of $147,000.
- To reclassify insurance proceeds received of $124,982 from an expense to a revenue account.
- To record a capital lease for police equipment in the amount of $75,600.
- To record prior year balance for GASB 68 pension asset and deferred outflows of $352,641 in the City's proprietary funds.
- To record depreciation expense of $596,281 in the Water Utility enterprise fund.
- To record capital contributions of $183,344 in the Water Utility enterprise fund.
- To reverse previous year accounts payable of $161,648 in the capital projects fund.
- To adjust long term receivable and interest income in the Wastewater Treatment in the amount of $71,121.
- To record capital assets of $100,237 in the Stormwater Utility enterprise fund.
- To reduce expenses in the capital projects fund by $212,377 for a voided check that wasn't recorded until 2017.
- To redistribute expenditures from capital project fund to TID #6 in the amount of $92,509.
- To record receivable in capital project fund for items due from TID #6 escrow for items paid for by capital project fund that were approved to be paid for by escrow agreement.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. No such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated __________, 2017. The management representation letter follows this communication.

Management Consultations with Other Independent Accountants

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In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the City’s financial statements or a determination of the type of auditors’ opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City’s auditors. However, these discussions occurred in the normal course of our professional relationship and, to the best of our knowledge, our responses were not a condition to our retention.

In addition, during our audit, we noted certain other matters that are presented for your consideration. We will review the status of these comments during our next audit engagement. Our comments and recommendations are intended to improve the internal control or result in other operating efficiencies. We will be pleased to discuss these matters in further detail at your convenience, to perform any additional study of these matters, or to assist you in implementing the recommendations. Our comments are summarized in the comments and observations section of this report.

Other Matters

We applied certain limited procedures to the management discussion and analysis and the schedules related to pensions and other postemployment benefits, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the supplementary information, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

Restriction on Use

This information is intended solely for the information and use of the City Council, and management of City of De Pere and is not intended to be, and should not be, used by anyone other than these specified parties.

Sincerely,

Certified Public Accountants
Green Bay, Wisconsin
___________, 2017

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SUMMARY FINANCIAL INFORMATION
GENERAL CITY

1. Governmental Fund Balances

Presented below is a summary of the City's governmental fund balances on December 31, 2016 and 2015. This information is provided for assessing financial results for 2016 and for indicating financial resources available at the start of the 2017 budget year.

	12/31/16	12/31/15
General Fund		
Nonspendable for		
Inventories and prepaid items	$ 233,692	$ 222,723
Special assessments held by County	97,412	226,689
Advances to other funds	60,000	60,000
Restricted for		
Recreation scholarship	22,624	21,726
Fire UTV fund	19,850	-
Property tax relief and economic development	1,300,348	1,249,256
Committed for		
Subsequent years' expenditures	148,695	86,614
Unassigned	5,544,762	5,259,140
Total General Fund Balance	7,427,383	7,126,148
Debt Service Fund		
Restricted for debt service	710,514	629,584
Special Revenue Funds		
Restricted for		
Loans	1,097,495	1,031,729
Park land acquisition	91,337	97,967
Committed for		
Subsequent years' expenditures		
Dog Park	5,754	17,527
Riverwalk pier	31,670	112,513
Unassigned		
Cable Access	(127,250)	(66,331)
Total Special Revenue Funds	1,099,006	1,193,405
Capital Projects Funds		
Restricted for		
TID No.5	166,245	6,357
TID No.6	-	2,606,409
TID No.7	777,771	683,272
TID No.8	284,518	1,305,334
TID No.10	21,188	-
TID No.12	642,703	-
Committed for		
Subsequent years' expenditures		
Public Improvements	593,343	924,692
Capital Equipment	93,528	93,528
Community Center	3,779	2,579
Police/Fire Expansion	2,932	2,932
Unassigned		
TID No.6	(1,332,299)	-
TID No.9	(256,778)	(149,591)
TID No.10	-	(9,345)
TID No.11	(15,350)	(6,883)
TID No.12	-	(7,040)
Total Capital Projects Funds	981,580	5,452,244
Total Governmental Fund Balances	$ 10,218,483	$ 14,401,381

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1. Governmental Fund Balances (Continued)

Comments on specific accounts and funds included in the above governmental funds are presented in the following comments.

General Fund

In total, the City's general fund increased $301,235 in 2016. The main reason for this large increase was from expenditures under budget in total by $358,899.

Overall, the City's general fund balance continues to remain in stable financial condition entering the 2017 budget year. Additional information on various components of the City's general fund balance follows:

General Fund Minimum Fund Balance Policy

The City Council adopted a minimum unassigned general fund balance policy of 25% of the subsequent year General Fund budgeted expenditures. The purpose of the minimum fund balance amount is to ensure there are available cash funds for operating purposes and to segregate that portion of the general fund that is not available for current transfer or appropriation. On December 31, 2016, the City's unassigned general fund balance totaled $5,544,762 and was higher than 25% of the 2017 budgeted expenditures which totaled $4,239,062. Furthermore, the Council approved a policy whereby the unassigned reserve account should maintain a balance between 25% and 35% of the subsequent year General Fund budgeted expenditures; 35% of 2017 budgeted expenditures amounted to $5,934,687.

Debt Service Fund

At December 31, 2016, the City has available resources of $710,514 in its debt service fund of which the entire balance is restricted to retire debt.

2. Tax Incremental Districts

The City maintains separate accounting funds for each Tax Incremental Districts (TID) created in accordance with Section 66.1105 of the Wisconsin Statutes. At the time the Districts were created, the property tax base within each District was "frozen" and increment taxes resulting from increases to the property tax base are used to finance District improvements, including principal and interest on long-term debt issued by the City to finance such improvements. Information on the City's eight tax incremental districts on December 31, 2016 is presented below:

	TID 5	TID 6	TID 7	TID 8	TID 9	TID 10	TID 11	TID 12
Date created	8/27/1996	3/3/1998	10/6/2006	8/21/2007	8/7/2012	8/7/2012	9/1/2015	9/1/2015
Latest termination year	2023	2021	2033	2027	2039	2032	2035	2035
Location	West Side Downtown	West Side Industrial Park	East Downtown Business District	West Side Commercial Development	West Downtown Business District	East Side Industrial Park	West Side Industrial Park	West Side Industrial Park
Status	Recipient	Donor	-	-	-	-	-	-
Fund balance at year end	$ 166,245	$ (1,332,299)	$ 777,771	$ 284,518	$ (256,778)	$ 21,188	$ (15,350)	$ 642,70[illegible]
Net unreimbursed cost	$ 4,107,490	$ 3,486,789	$ 3,152,946	$ 2,877,878	$ 787,969	$ 884,148	$ 15,350	$ (642,70[illegible]
2016 Tax increment	$ 818,914	$ 1,788,033	$ 58,043	$ 191,787	$ 29,984	$ 123,951	$ -	$ -
2017 Tax increment	$ 921,139	$ 1,905,735	$ 80,986	$ 253,857	$ 73,316	$ 124,947	$ -	$ -
Outstanding debt due	$ 1,347,833	$ 6,935,363	$ 3,377,884	$ 2,967,634	$ 705,000	$ 1,085,000	$ -	$ -
Advances from (to) City	$ 2,925,902	$ (4,780,873)	$ 552,833	$ 194,762	$ (173,809)	$ (179,664)	$ -	$ -

Wisconsin Statutes require periodic compliance audits of tax incremental districts to be completed over the life of the TID.

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3. Employees Medical Self-Insurance Funds

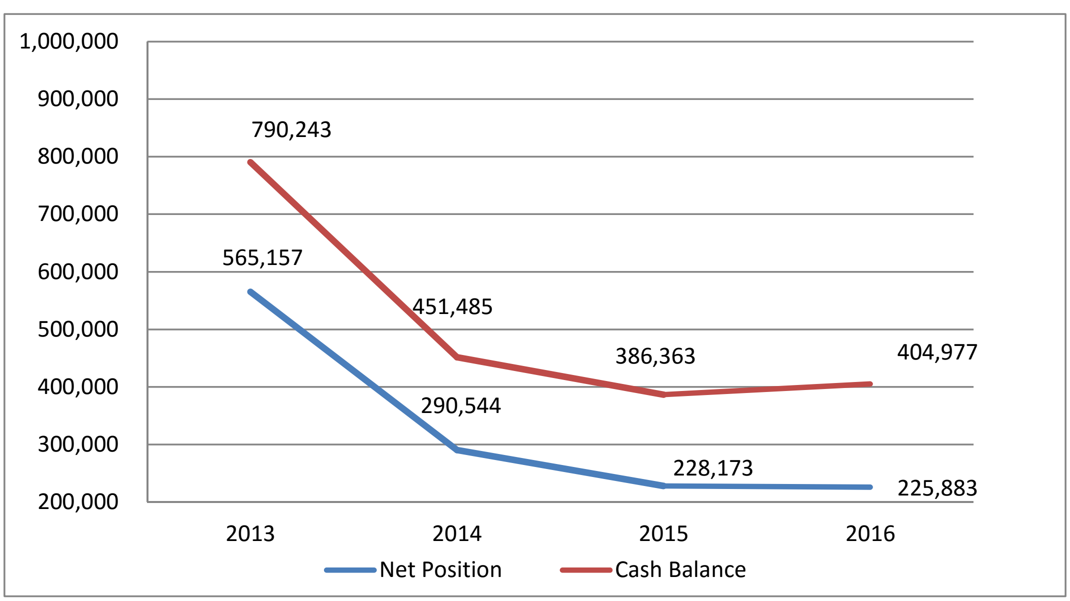
The City utilizes two separate self-insurance internal service funds to account for health and dental claims of City employees. The funds are financed from monthly insurance premiums charged to City employees. During 2016 and in prior years the monthly health insurance premiums were generally financed at 85% by the City with City employees contributing the remaining 15%. Presented below is a summary of each fund's financial transactions for 2016 including comparative totals of the health and dental funds for 2015.

	Health Self-Insurance		Dental Self-Insurance	
	2016	2015	2016	2015
Revenues				
Charges for employees medical and dental insurance premiums	$ 2,664,623	$ 2,727,199	$ 144,455	$ 135,863
Expenses				
Employees health and dental claims	2,163,855	2,209,223	142,465	140,651
Administrative fees	503,611	580,523	16,284	9,657
Total Expenses	2,667,466	2,789,746	158,749	150,308
Operating Loss	(2,843)	(62,547)	(14,294)	(14,445)
Nonoperating Revenues				
Interest revenue	553	176	-	1
Change in Net Position	(2,290)	(62,371)	(14,294)	(14,444)
Net Position - January 1	228,173	290,544	30,899	45,353
Net Position - December 31	$ 225,883	$ 228,173	$ 16,605	$ 30,909

Specific comments applicable to the above self-insurance funds follow:

The "key" component of an internal service fund is operating income since operating revenues should approximate operating expenses on an annual basis. For 2016, the health fund showed operating loss of $2,843 compared to an operating loss of $62,547 in 2015. The dental insurance fund showed an operating loss of $14,294 in 2016 compared to an operating loss of $14,445 in 2015. The Health Insurance Net Positon at year end is 10.4% of health claims for 2016, which is below the recommended amount for self-insurance funds while the dental self-insurance funds have consistently lost $14 thousand the past two years, which will result in a very small net position balance at the end of next year without changes in revenues.

Below is a chart illustrating the decrease in net position and cash in the Health Self-Insurance fund over the past 4 years, we recommend the City analyze current charges to determine if current rates are sufficient to meet operations expenses and cash flow needs.



Attachment: 2016 Draft City of De Pere - ML (5920 : Presentation of 2016 Preliminary Audit Management Letter.)

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In accordance with generally accepted accounting principles, the Water Utility's financial transactions are recorded in an enterprise fund on the City's financial statements. Enterprise fund accounting is used to account for operations that are financed and operated in a manner similar to private business enterprises - where the intent of the governing body is that the costs (expenses, including depreciation) of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges.

WATER UTILITY

Income Account

The Water Utility reported an increase in net position of $768,334 for the year ended December 31, 2016 compared to an increase of $586,092 for the year ended December 31, 2015.

	2016	2015
Operating Revenues		
Metered sales	$ 4,416,609	$ 4,532,808
Fire protection	1,394,659	1,383,526
Other	384,060	371,377
Total Operating Revenues	6,195,328	6,287,711
Operating Expenses		
Operation and maintenance	4,507,771	4,575,374
Depreciation	526,434	542,510
Taxes	38,330	46,350
Total Operating Expenses	5,072,535	5,164,234
Operating Income	1,122,793	1,123,477
Nonoperating Revenues (Expenses)		
Interest revenue	829	-
Interest and fiscal charges	(85,742)	(88,565)
Total Nonoperating Revenues (Expenses)	(84,913)	(88,565)
Income before Contributions and Transfers	1,037,880	1,034,912
Capital contributions	183,344	-
Transfers out	(452,890)	(448,820)
Change in Net Position	$ 768,334	$ 586,092

The last water rate increase implemented in 2011 established a rate of return of 6.5%. In 2016, the City’s rate of return calculated to 5.07%.

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WASTEWATER UTILITY

Financial analyses and comments pertaining to the operations of the Wastewater Utility follow:

Income Account

The Wastewater Utility reported an increase in net position of $1,091,507 for the year ended December 31, 2016 compared to an increase of $2,017,743 for the year ended December 31, 2015.

	2016	2015
Operating Revenues		
Measured sales	$ 5,729,527	$ 5,207,936
Other	3,197,676	3,405,131
Total Operating Revenues	8,927,203	8,613,067
Operating Expenses		
Operation and maintenance	6,948,383	7,200,607
Depreciation	701,892	673,497
Total Operating Expenses	7,650,275	7,874,104
Operating Income	1,276,928	738,963
Nonoperating Expenses		
Interest and fiscal charges	(45,772)	(31,514)
Income before Contributions and Transfers	1,231,156	707,449
Capital contributions	132,049	1,582,009
Transfers out	(271,698)	(271,715)
Change in Net Position	$ 1,091,507	$ 2,017,743

As of December 31, 2016 the Wastewater Utility owed the general fund $509,237 for operating purposes, which was a decrease of $561,380 from the amount owed a year earlier. Below is a summarized cash flow for the year ended December 31, 2016 for the Wastewater Utility:

	2016	2015
Cash Flows from Operating Activities	$ 1,440,771	$ 1,229,139
Transfer out to the general fund	(271,698)	(271,715)
Cash Flows from Capital and Related Financing Activities		
Acquisition of capital assets	(1,099,782)	(3,101,087)
Proceeds of long-term debt	1,007,500	2,015,000
Debt premium from proceeds, net of issuance costs	20,224	69,276
Principal payments on long-term debt	(340,000)	-
Interest payments on long-term debt	(45,635)	-
Net Cash Flows from Capital and Related Financing Activities	(457,693)	(1,016,811)
Change in Cash prior to interfund cash balance adjustment	711,380	(59,387)
Change in amount due to general fund	(561,380)	59,387
Net Change in Cash for year ended December 31	$ 150,000	$ -

The City has increased rates each year with the last rate increase implemented in 2016, effective in the 1st Quarter of 2017.

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STORMWATER UTILITY

Financial analyses and comments pertaining to the operations of the Stormwater Utility follow:

Income Account

The Stormwater Utility reported an increase in net position of $1,040,094 for the year ended December 31, 2016 compared to an increase of $425,809 for the year ended December 31, 2015.

	2016	2015
Operating Revenues		
Charges for services	$ 1,421,398	$ 1,321,246
Operating Expenses		
Operation and maintenance	902,654	540,934
Depreciation	392,759	354,503
Total Operating Expenses	1,295,413	895,437
Operating Income before Contributions	125,985	425,809
Capital contributions	914,109	-
Change in Net Position	$ 1,040,094	$ 425,809

At year end, available cash of the Stormwater Utility totaled $1,048,763. The Stormwater Utility purchased $742,415 of capital assets in 2016.

STATUS OF PRIOR YEAR COMMENTS AND RECOMMENDATIONS DRAFT

The following comments and observations have been discussed in prior year management letters. Although progress has been made, the following recommendations have not yet been fully implemented. Since complete implementation of the recommendations has not been made, we recommend the City develop a specific timetable for implementation, including identifying persons responsible for implementation, for each recommendation. Presented below is a summary of prior year comments along with any current status.

1. **Development of Capital Assets Records**

   The City purchased capital software in 2015, which was implemented for the year 2015. For the year ended December 31, 2016 the City entered assets into the software during the year and in preparation for the audit. During our audit procedures we noted nearly $1.2 million of capital assets that were not initially recorded as capital asset additions. We recommend that the City review all capital expenditures in the City's general ledger at year end to verify all capital asset additions are included in the final reports provided to the auditors.

2. **Enter Manual Reconciling Adjustments into the City's Bank Reconciliation Software**

   In 2016, the City reviewed their bank reconciliation process and attempted to clear reconciling items and post any needed adjustments on a monthly basis. During the audit for year ended December 31, 2016, we reviewed the City's bank reconciliations and noted that the City Treasurer reviewed monthly bank statements, furthermore we noted the same type of manual reconciling items are being noted during reconciliations, as well as amounts being carried forward from previous years. We recommend that the City clear reconciling items and post payables and receivables on a daily basis using a software update.

3. **Reconciliation of Special Assessment Records**

   A recommendation was made in the previous year to reconcile special assessment receivables and revenue on a monthly basis. During 2016 the special assessments records were reconciled prior to the audit began, but were not made monthly. We still recommend that special assessments records should be reconciled on a monthly basis.

4. **Developing Cash Flow Analyses for the Water and Wastewater Utilities with the Annual Budget**

   This recommendation was not implemented with the 2016 or 2017 budget. The plans are to develop cash flow analyses with the 2018 budget.

CURRENT YEAR COMMENTS AND RECOMMENDATIONS

1. Payroll Procedures for Accrued Sick and Vacation Leave

The City's payroll department currently prepares a worksheet for accrued leave balances at year end which is incorporated into the City's annual financial statements. In testing this spreadsheet, we noted that City employees accrue their vacation leave balances in various ways, as well as have different rules regarding the carryover balances allowed to be rolled into the new fiscal year.

The accrued leave balances can be significant and, with the different rules on earning and carrying over balances, we recommend an independent review of this spreadsheet on an annual basis by the human resources department would increase controls over accrued leave. The City has already segregated certain functions between the payroll and human resources department, with the human resources department ultimately responsible for interpretation and management of accrued leave policies.

Furthermore, we recommend that when an employee retires or terminates employment, the human resources department also review the payout calculation. Currently, the payroll clerk calculates and the finance director reviews. For internal control purposes, the inclusion of and calculation of the various pay amounts should be reviewed by the human resources department as well. The review should include a sign-off of approval.

2. Accounting and Reporting for Other Post-Employment Benefits

In June 2015, the Governmental Accounting Standards Board (GASB) issued two new pronouncements relating to other post-employment benefits (OPEB). GASB Statement No. 74, Financial Reporting for Post-employment Benefit Plans Other than Pension Plans and GASB Statement No. 75, Accounting and Financial Reporting for Post-employment Benefits Other than Pensions significantly change the accounting and financial reporting of post-employment benefits that was established in GASB Statement Nos. 43 and 45. The primary purpose of these Statements is to improve accounting and financial reporting of OPEB obligations and enhance transparency of OPEB related information in your financial statements similar to how GASB Statements Nos. 67 and 68 were designed.

Currently, governments report a liability related to other post-employment liabilities for the unfunded portion of the annual required contribution, which includes an amortization of the Unfunded Actuarial Liability (UAL) over an open period of time, not to exceed 30 years. Upon implementing the new standards, the City will recognize the difference between total OPEB liability and any plan assets (net OPEB liability) in the government-wide and proprietary financial statements, often resulting in a significant increase in the OPEB liability reported in your financial statements. The new standards also require that the entry age normal cost method be used to determine the liability, deferred inflows and outflows of resources to be reported for changes in economic and demographic assumptions and differences between expected and actual experience, and additional note disclosures and schedules.

The new standards are effective for financial statements for OPEB plans for fiscal years beginning after June 15, 2016 and for employers for fiscal years beginning after June 15, 2017. We recommend that the City evaluate impact of the new standards with your actuary, and determine an implementation strategy to minimize your costs while ensuring adequate communication of the impact of these changes will have on your financial statements. As you develop your implementation strategy, you should evaluate the following:

- Do you anticipate any changes in benefits? If yes, you should approve benefit changes prior to implementation, as any changes in benefits in the future are treated as a current year activity.

- What is your valuation measurement date? You can roll back to a valuation date 12 months prior to year end, allowing you to complete your actuarial valuation prior to year end or you can roll forward to your reporting date, requiring your actuarial valuation to be completed after year end but before you anticipate issuance of your financial statements.

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3. Comments and Observations from Capital Project Funds Review

The City, as part of our annual audit contract, identifies an area where we perform a more detailed review of specific financial procedures. This year, we reviewed the City's procedures over financial management of the City's capital project funds. Our review identified the following observations along with recommendations to improve efficiency and effectiveness of managing your capital project funds:

1. The City maintains two capital project funds, public improvements and capital equipment. The City currently budgets a levy for the capital equipment fund; however, the levy is subsequently transferred to the City's general fund to fund capital equipment purchases. While the capital project fund exists, it is not being used to track capital purchases throughout the year as currently designed; therefore, we recommend the City consider the following options:

    - Budget and record capital equipment purchases in the capital equipment fund rather than the general fund. This allows the City to more easily execute its capital improvement plan, and allows City management to more closely monitor capital purchases to ensure the levy is not used for operating purchases. Annually, unspent levy could be reallocated to other projects or carried forward for specific purposes with appropriate Council approval.

    - Record the property tax levy currently being allocated to the capital equipment fund in the general fund and transferring available fund balance in the capital equipment fund to other funds.

2. The account structure of capital project funds is not designed by function or project for capital expenditures. Accordingly, our review noted many journal entries to reclassify project costs to a general ledger account where corresponding costs were recorded.

    We recommend that the City establish account structures within its capital project funds by function and department, and utilize project numbers to track overall costs by project. Having a properly designed account structure by function will allow the City to more easily prepare its annual financial report, Form C, to the Wisconsin Department of Revenue and ensure all highway, storm sewer and police costs are properly reported to maximize the City's general transportation aids. Furthermore, the City should communicate the account structure to the appropriate personnel to ensure costs are reported in the proper function throughout the year to minimize the number of year end reclassification entries. This is critical to improve the tracking of specific projects and budget appropriation throughout the year, to allow management to make decisions on the status of each project. In addition, projects funded by debt proceeds could result in an IRS audit to ensure appropriate spenddown and tracking of project costs, which a properly designed account structure and funding source would be very beneficial.

3. The City incurs expenditures for various infrastructure projects each year. The infrastructure projects are generally funded with long-term debt proceeds and often include street construction and reconstruction, water main, sanitary sewer, and and storm sewer infrastructure costs. Also, some of the projects or part of the projects may be eligible project expenditures in one of City's tax incremental districts. For many of the projects, the City allocates a portion of the engineering department's cost to arrive at a total project cost for accounting purposes.

    The City generally records progress payments on a construction account to one account on the City records. At a subsequent date, the project costs are reallocated, as appropriate, to the streets, water utility, sanitary sewer utility, storm sewer utility and/or tax incremental district, if applicable. During our audit, we noted that journal entries for the allocation of these expenditures were not completed often until after year end. During the current year, the finance and engineering departments did not meet until May of 2017, and final entries were still being made as of June, while the audit was being completed. We do not believe delays in allocating project costs allows sufficient time to ensure the costs are allocated accurately, and therefore requires additional audit time and often additional audit entries. We also noted that they were other expenditures recorded in the capital projects fund that were not included on the worksheet provided by the engineering department due to smaller expenditures being recorded in the general ledger that were not related to the construction contract.

Until this reallocation of construction costs occurs, the City does not know the true cash spent by general capital or individual enterprise fund, often resulting in significant cash changes after year end, and after the subsequent year budget has been approved and potential bonding projects established. In our opinion, this reduces the City's ability to manage projects or identify projects which may be exceeding the approved budget.

We therefore recommend the following:

- Each construction contract should be assigned a project number, as previously discussed.
- The engineering department should allocate the projects between the general capital and utility operations as incurred, based on the contractor invoices. Smaller invoices related to the project could be charged to general capital, pending a year end project review.
- In late February or early March of the subsequent year, the engineering and finance departments should meet to reconcile project expenditures, record any retainage due to an of the contractors on projects that have been completed, and potentially reallocate costs based on a final review. This should be done no later than March 15th to allow the City to file the Water Utility's PSC Report by April 1st.

4. Engineering costs are charged by the City's general fund to the capital projects fund based on an allocation of time spent by the City's engineering departments on the projects during the year. If any of the projects completed during the year are for any of the City's Tax Incremental Districts, the City charges the District an additional 15% of engineering costs, and the costs previously coded to the capital project fund is not reduced.

   It is important to have accurate and reasonable time allocations which are supportable during an audit of an individual Tax Increment District; accordingly, we recommend that the journal entry to charge the engineering costs to the capital projects and individual Tax Incremental District be completed simultaneously to avoid potential allocation issues in the future.

5. During our review of the fund we noted several costs that should have been recorded in different funds as well as small expense items that were undetermined if they were capital related or approved in the budget process to be paid from the fund. In one instance, we noted costs paid for by the capital projects fund which should have been paid by an escrow established for District costs after the construction period ended.

   We believe establishing projects would allow the City to more closely manage project costs, and ensure only capital related and approved costs are included in the fund. Therefore, we recommend the following:

   - On a quarterly basis, the finance director should review capital project fund expenditures for reasonableness to the City's approved capital improvement plan. Adjustments, if necessary, can be made to reclassify costs based on this review.
   - At year end, the City should compile a report for the City Administrator, Finance Committee, and department heads that reflects projects costs incurred compared to the approved budget. This report should include amounts in fund balance restricted for specific projects that have not been completed at year end and any amounts that are currently uncommitted at year end, due to projects that have come in under budget or perhaps delayed. This report would allow City management to evaluate the status of the capital project funds at year end to potentially reallocate available resources to specific projects. In our opinion, this is a critical monitoring function which ensures the capital project funds are being managed and utilized in the most efficient and effective manner, while isolating projects which may have been under funded, to evaluate the specific reasons this occurred, and what resources would be reallocated.

APPENDIX

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**June 13, 2017**
DEPARTMENT:	**City Clerk-Treasurer**
FROM:	**Shana Ledvina**
SUBJECT:	**Consideration of Request of Mindy Millar for Deferment of Sidewalk Repair Expenses ***

ATTACHMENTS:

- Mayor-FP-Sidewalk repair deferral memo (DOCX)

MEMORANDUM

TO:	Mayor Michael J. Walsh Finance/Personnel Committee Members
FROM:	Judith Schmidt-Lehman, City Attorney
DATE:	June 13, 2017
RE:	Request for Deferral of Sidewalk Repair Expenses

As you are aware, the Common Council amended the deferral of special assessments under Section 13-10 De Pere Municipal Code (DPMC) to include sidewalk repair expenses.

The City received an application for deferral of expenses from Mindy Millar, who recently received an Order of the Board of Public Works to repair sidewalk adjacent to her property. Under Section 13-10 DPMC, the financial information of the requestor must remain confidential. Therefore, this item is scheduled to be discussed in closed session at the Committee meeting. Any action taken on the request would then be reported out in open session.

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

JSL