



Finance/Personnel Committee

Regular Meeting

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

Agenda

Tuesday, April 10, 2018

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **April 10, 2018 at 7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

Call to Order

1. Roll Call
2. Approval of the Minutes of the March 13, 2018, Regular Meeting of the Finance/Personnel Committee.
3. Public Comment and announcements.
4. Fire Department Overtime and LifeQuest Services Billing Reports for March, 2018.
5. Approval of Police Overtime for March 2018
6. Review Request of the West De Pere School District for Additional School Resource Officers*
7. Review request for amended Purchase/Sale Agreement with CMR, LLC for 2125 American Boulevard (Battlehouse).*
8. Consideration of Revolving Loan Fund Documents for Nardi LLC
9. 2017 budget items carried forward to 2018*
10. Future agenda items.
11. Adjournment

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

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

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

Agenda Sent To:
Alderspersons
City Administrator

Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Mark Soderlund, CMR LLC

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: April 10, 2018

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Approval of the Minutes of the March 13, 2018, Regular Meeting of the Finance/Personnel Committee.

ATTACHMENTS:

- March 13, 2018 DRAFT Minutes (PDF)



Finance/Personnel Committee

Regular Meeting

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

Draft Minutes

Tuesday, March 13, 2018

7:30 PM

De Pere City Hall Council Chambers

1. Call to Order. Mayor Walsh called the regular meeting of the Finance/Personnel Committee to order at 7:33 PM on March 13, 2018, at De Pere City Hall Council Chambers, 335 South Broadway Street, De Pere, Wisconsin 54115.

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

Also present: City Administrator Larry Delo, Police Chief Derek Beiderwieden, Fire Chief Alan Matzke, Development Services Director Kimberly Flom, Finance Director Joe Zegers, Department of Public Works Director Scott Thoresen, Assembly Representative John Macco, Dean Raasch, Garritt Bader (GB Real Estate Investments, LLC), and Members of the Public.

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

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

3. Approval of Police Overtime for February 2018.

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

4. Fire Department Overtime and LifeQuest Services Billing Report for February, 2018.

Alderman Crevier asked Chief Matzke about tracking auto-aid responses from neighboring departments, as current monthly reports show only aid the City is providing, and Chief Matzke confirmed that outgoing and incoming auto-aid responses are tracked, that auto-aid received by the City is most often to assist De Pere personnel, and only in the rare instances of all city resources being deployed, would aid response be provided without De Pere personnel present. Chief Matzke offered to revise the monthly report to include assistance received from other communities.

Attachment: March 13, 2018 DRAFT Minutes (6813 : Approval of the Minutes of the March 13, 2018, Regular Meeting of the F/P Committee.)

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

5. Approval of Police Request for \$5,000 from Undesignated Reserves for Squad Replacement.*

Alderperson Crevier asked about the bottom line cost of this request, and Chief Beiderwieden explained that the insurance payment is \$12,900 for the damaged squad; the new squad will cost approximately \$36,000, payable on a two-year, lease-to-own arrangement; \$5,000 is being requested to make up the shortage difference for the first year payment, and the second year payment will be budgeted. The incident will cost the City approximately \$23,000 overall. Alderperson Jennings asked the Chief about the remaining life of the damaged vehicle, to which the Chief responded that some of the equipment from the damaged vehicle is able to be used in the new vehicle, but the damaged car was intended to be kept in service until it was no longer usable, at least four more years, and that typically incident vehicles are not totaled, and are fixed when they can be fixed, rather than replaced.

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

6. Consider Public Works Department Organizational Changes.*

Alderperson Crevier asked for clarification of this item coming back again, to which DPW Supervisor Thoresen advised that the most recent reorganization, which created the Maintenance Supervisor position, has since caused staff to re-evaluate the number of operator positions versus maintenance worker positions and determine that it is necessary to have 6 operators and 5 maintenance workers. Recently an increase in wages was provided to retain an employee who had submitted a resignation, and that employee was transitioned into an operator position. In addition, because of the time needed to fill the vacant maintenance worker position, the salary increase from this adjustment will cause no impact to the 2018 budget and the 2019 budget will accommodate this reorganization.

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

7. Consideration of Tax Collection Agreement Between Brown County Treasurer and City of De Pere (December 2018 - February 2019).*

In response to Alderperson Crevier's question, Finance Director Zegers advised that state statutes allows the county to prepare tax bills for a municipality and that Brown County prepares tax bills and De Pere pays postage expense on all De Pere parcels; the postage is a municipal cost.

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

8. Consider Creation of a Resolution Urging State Legislators to Give Full Consideration to, and Ultimately Adopt, Enhanced Safety Measures Relating to Firearms and Ammunition.*

Alderperson Nelson introduced the proposed resolution to put pressure on the state for elected officials to take action to ensure safety in schools and to require background checks for all gun sales to close the gun show loophole, but he is hopeful for the future due to student action on this issue. Alderperson Crevier expressed this should not be handled at the city level; it is an issue that needs attention, but at the federal and state levels by those representatives elected by City residents. Mayor Walsh clarified that Alderperson Nelson is proposing a resolution to urge state legislators to consider action, similar to other resolutions approved by the City in the past, and Alderperson Crevier feels those resolutions are appropriate when they affect City Council. Mayor Walsh indicated that someone in the audience would like to speak and Alderperson Nelson moved to open the meeting, seconded by Alderperson Crevier. Upon vote, Motion carried unanimously. Representative Macco spoke and agreed this issue absolutely needs attention, indicated that background checks are run through the Department of Justice and the National Instant Criminal Background Check System (NCIS), although not for private sales, and encouraged the Committee that there is action being taken, such as pending legislation for school district grants to offer resources such as trained safety officers, as well as work with SSI Guardian of Appleton to provide materials and curriculum tactical plans as a resource for school districts; there is a lot of conversation being done, he is humbled by local work being done by the Common Council and the State is actively involved in doing what can be done right away. Alderperson Jennings thanked Representative Macco for providing the update and encouraged continued movement. Alderperson Nelson appreciates school assistance, but indicated there are many other target venues, and Representative Macco agreed if school targets are toughened, violence moves to another target, but that is a bigger, broader conversation. Discussion continued on mental health issues, the NICS, HIPAA and privacy issues. Mayor expressed his appreciation to Representative Macco for addressing such a pertinent issue and asked about types of guns and assault rifles. Representative Macco advised that assault weapons are illegal in the United States, but an AR-15 is an Armalite Rifle, named after the company that developed it, and indicated that there is no legislation pending that would eliminate any certain kind of weapon, although there is conversation about age limitations. In response to Alderperson Jennings' question, Representative Macco has not seen any legislation regarding magazine size. Discussion followed between Alderperson Nelson and Representative Macco on polls, studies and background checks. Renee Gasch, a parent in De Pere, spoke next in favor of the resolution and expressed her concern that children do not have a safe place to learn, a traumatizing trend is occurring, referenced a documentary film she worked on, *Newtown*, which shows the impact to entire communities focused on the Newtown, CT shootings and expressed that the resolution should be passed in solidarity with the communities where shootings are happening to urge action at the state and federal level. She agrees there is much talking about the issue, but now is the time to act. Dean Raasch also spoke and expressed respect

for others who spoke, but commented that this topic is far more complicated than just the gun side of the conversation, a larger conversation must occur as legal gun owners are not causing issues, and the focus priority should be on securing schools first and protecting other soft targets, which is a conversation that does not belong at the city level.

Alderson Nelson made a motion to go back to regular order, which was seconded by Alderson Jennings. Upon vote, Motion carried unanimously. Alderson Crevier reiterated Ms. Gasch's comments about reaching a solution, but the City of De Pere is not in the position to render a solution. Alderson Jennings confirmed that this item will go to the City Council, commented that residents should be contacting legislators and encouraged further discussion.

RESULT:	ADOPTED [3 TO 1]
MOVER:	Casey Nelson, Alderson
SECONDER:	Ryan Jennings, Alderson
AYES:	Ryan Jennings, Casey Nelson, Michael J. Walsh
NAYS:	Scott Crevier
EXCUSED:	Larry Lueck

9. Redevelopment Agreement Terms with GB 1100 Main, LLC and GB Real Estate Investments regarding the redevelopment of Parcels WD-VA450, WD-VA450-1, WD-VA454 and WD-VA455-1, at the intersection of Main Avenue and Interstate Highway 41. *

Development Services Director Flom summarized council reviews and approvals to date related to roundabout construction at Main and Lawrence, the creation of TID #13, a development plan to extend Lawrence Drive, as well as the roundabout construction contract. This item is a review of development terms for infrastructure work to be completed by the City and development of an Aldi grocery store, as well as a future development on a second lot. Since City is utilizing some of the property for a regional storm water pond, the guaranteed value requirement is requested to be reduced from \$4M to \$3.5M million because the developable property has decreased; in addition, City's acquisition costs and construction costs both came in under budget, and due to these factors, the cost of the roundabout and the infrastructure referenced in the Agreement will be paid back up to three years earlier than originally anticipated. The Agreement will be presented to the Common Council for approval on March 20.

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

10. Purchase/Sale Agreement Terms with Keller Inc. for the FoxStar project to be located at 2010 Venture Avenue (Parcel WD-1049-2). *

Development Services Director Flom advised that Keller wishes to develop a 17 acre parcel in the West Industrial Park for a 180,000 square foot warehouse and manufacturing facility for the businesses: Fox River Fiber and Carastar. Terms include an \$8,000,000 assessed value, with a pay go rebate on the property tax bill paid annually over the life of the TID. It is anticipated that an Agreement will be brought forward for Common Council review in April.

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

11. Consideration of Copier Lease for First Floor City Hall.*

Alderperson Crevier asked about individual contracts for machines to which Administrator Delo advised contracts are grouped for machines when possible, but this is a one machine lease and having multiple machines on one contract hasn't impacted pricing value; copiers are selected depending on costs and different needs for various departments in the organization.

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

12. Consideration of OpenGov Software Contract.*

Administrator Delo explained that this software manipulates data for ease of reading and that a transparency policy will be brought back before the Committee at a later date.

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

13. Public Comment and announcements.

None. The Mayor offered audience members an opportunity to speak; no one came forward.

Alderperson Crevier requested the addition of language on the Agendas that clarifies that items marked with an asterisk move forward to City Council.

14. Future agenda items.

None.

15. Adjournment.

Upon Motion of Mayor Walsh, seconded by Alderperson Crevier, the Finance/Personnel Committee unanimously adjourned at 8:35 PM.

Respectfully submitted,
Angela Zills

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: April 10, 2018

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Fire Department Overtime and LifeQuest Services Billing Reports
for March, 2018.

ATTACHMENTS:

- FIRE DEPT OT RPT_MARCH 2018 (PDF)

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

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	219.75	184.50	154.50	147.00	184.75	75.00	132.00	78.00	51.00	100.25	54.00	168.00	1,548.75
EMS TRAINING	24.00	257.50	72.00	40.50	89.00	0.00	0.00	0.00	75.00	81.00	81.00	66.50	786.50
FIRE TRAINING	35.00	0.00	10.50	89.50	316.25	21.25	12.75	0.00	3.75	54.25	22.25	62.50	628.00
RESCUE CALLS	5.50	6.75	39.25	8.50	6.00	9.25	0.00	19.50	7.25	18.00	6.75	8.50	135.25
FIRE CALLS	0.00	0.00	8.75	0.00	0.00	0.00	6.00	0.00	1.25	0.00	0.00	14.50	30.50
MEETINGS	37.00	55.25	60.00	53.00	16.75	22.50	5.25	0.00	15.00	32.00	33.25	4.50	334.50
STAFFING REP.	34.50	0.00	0.00	72.00	99.75	72.00	64.25	0.00	20.25	11.00	85.50	36.00	495.25
MAINTENANCE	0.00	0.00	0.00	0.00	0.75	14.25	0.00	0.00	0.00	16.50	12.00	0.00	43.50
PUB. ED.	9.75	0.00	9.00	15.00	3.75	5.00	0.00	3.75	9.00	81.25	0.00	0.00	136.50
SPECIAL EVENTS	0.00	0.00	0.00	0.00	274.00	0.00	0.00	29.50	66.00	22.50	6.00	0.00	398.00
# FIRE RUNS	42.00	32.00	33.00	15.00	35.00	31.00	41.00	41.00	22.00	31.00	25.00	48.00	396.00
# EMS RUNS	174.00	163.00	172.00	178.00	187.00	180.00	170.00	182.00	161.00	180.00	151.00	204.00	2,102.00
DISPATCH ERRORS	2.00	5.00	7.00	7.00	0.00	6.00	4.00	1.00	1.00	3.00	4.00	1.00	41.00
TOTAL HRS.	365.50	504.00	354.00	425.50	991.00	219.25	220.25	130.75	248.50	416.75	300.75	360.50	4,536.75

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2018

REASON	Jan.*	Feb.**	Mar.***	Apr.+	May++	June+++	July^	Aug.^	Sept.^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	153.00	117.00	196.50										466.50
EMS TRAINING	79.50	31.50	98.00										209.00
FIRE TRAINING	21.75	31.50	24.00										77.25
RESCUE CALLS	17.00	6.75	16.50										40.25
FIRE CALLS	1.00	4.00	0.50										5.50
MEETINGS	30.25	41.25	10.50										82.00
STAFFING REP.	0.00	0.00	77.25										77.25
MAINTENANCE	26.50	6.75	0.00										33.25
PUB. ED.	13.50	0.00	17.75										31.25
SPECIAL EVENTS	58.75	0.00	0.00										58.75
# FIRE RUNS	39.00	35.00	31.00										105.00
# EMS RUNS	193.00	168.00	164.00										525.00
DISPATCH ERRORS	6.00	1.00	2.00										9.00
TOTAL HRS.	401.25	238.75	441.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,081.00

Special Events included in Overtime

Total Overtime Budget \$95,000, Expenditures through April 2, 2018 \$23,872, 25%

*Period: 12/30/17-01/26/18

+Period:

^Period:

#Period:

**Period: 01/27/18-02/23/18

++Period:

^^Period:

##Period:

***Period: 02/24/18-03/23/18

+++Period:

^^^Period:

###Period:

**DE PERE FIRE RESCUE
OVERTIME CAUSED BY SICK LEAVE
MARCH, 2018**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
03/03/18	24	36
03/08/18	3.5	5.25
03/17/18	24	36
TOTAL	51.5	77.25

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

**LIFEQUEST MEDICAL BILLING - 2018
MONTHLY REPORT**

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE
CHARGES	163,001	141,019	158,773			
PAYMENTS	52,987	64,975	69,435			
CREDIT ADJUSTMENTS	56,314	62,390	63,653			

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

Payments to LifeQuest	
Jan. 2018	2,588
Feb. 2018	2,935
March 2018	3,449
April 2018	
May 2018	
June 2018	
July 2018	
Aug. 2018	
Sept. 2018	
Oct. 2018	
Nov. 2018	
Dec. 2018	
Total Paid	\$8,972

**See attached details



Billing, Collection, & Data Management Services

1-888-777-4911 • www.lifequest-services.com

N2930 State Road 22, Wautoma, WI 54982-5267

De Pere Fire Rescue

Income and Expenditures

252

March 2018

All Phases

Charges	Billing Phase 1	Collections Phases 2 & 3	Total
Collection Placements / Charges	\$139,995.60	\$18,777.27	\$158,772.87
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	\$139,995.60	\$18,777.27	\$158,772.87
Account Transfers	\$5,013.71	\$13,763.56	\$18,777.27
Credit Summary			
Total Credits - All Types	\$128,450.89	\$3,603.94	\$132,054.83
Total Credit Adjustments	\$62,941.17	\$712.02	\$63,653.19
Total Closed Account Adjustments	\$0.00	\$614.41	\$614.41
Total Payments Received (Applied to Acct Bal's)	\$65,509.72	\$2,277.51	\$67,787.23
Total Overpayments (OP)	\$(1,719.23)	\$(478.20)	\$(2,197.43)
Total Payments Received (plus overpayments)	\$67,228.95	\$2,755.71	\$69,984.66
Total Overpayment Returns (\$ not deposited)	\$(550.00)	\$0.00	\$(550.00)
Total Payments Received (less OP returns)	\$66,678.95	\$2,755.71	\$69,434.66
Less Payment Kept By (PKB, \$ kept by service)	\$0.00	\$0.00	\$0.00
Total Deposits	\$66,678.95	\$2,755.71	\$69,434.66
Summary of Disbursement			
Total Deposits & Payments Kept By	\$66,678.95	\$2,755.71	\$69,434.66
Less Overpayment Refunds (patient / ins reimbursement)	\$(1,169.23)	\$(478.20)	\$(1,647.43)
Gross Revenue	\$65,509.72	\$2,277.51	\$67,787.23
Total LifeQuest Fee	\$2,947.94	\$501.05	\$3,448.99
Probate Fees	\$0.00	\$0.00	\$0.00
Other / Fees			\$0.00
Total Due LifeQuest	Check #	EFT	\$3,448.99
Total Service Revenue	\$62,561.78	\$1,776.46	\$64,338.24
Total Payment Kept By	\$0.00	\$0.00	\$0.00
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
Total Due Service	Check #	EFT	\$62,561.78

Attachment: FIRE DEPT OT RPT_MARCH 2018 (6859 : Fire Department Overtime and LifeQuest Services Billing Reports for March, 2018.)



Billing, Collection, & Data Management Services

1-888-777-4911 • www.lifequest-services.com

N2930 State Road 22, Wautoma, WI 54982-5267

De Pere Fire Rescue

Billing Summary

252

March 2018

Phase 1 - 4.500%

Charges

Charges	\$139,995.60	
Interest on Delinquent Accounts	\$0.00	
Insurance Interest	\$0.00	
Transaction Fees	\$0.00	
Probate Fees	\$0.00	
Subtotal of Charges		\$139,995.60

Account Transfers

Transferred out of Phase 1	\$5,013.71	
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Credit Summary

Total Credits - All Types	\$128,450.89	
Total Credit Adjustments	\$62,941.17	
Total Closed Account Adjustments	\$0.00	
Total Payments Received (Applied to Acct Bal's)	\$65,509.72	
Total Overpayments (OP)	\$(1,719.23)	
Total Payments Received (plus overpayments)	\$67,228.95	
Less Overpayment Returns (\$ not deposited)	\$(550.00)	
Total Payments Received (less OP returns)	\$66,678.95	

Net Monthly Activity

\$11,544.71

Summary of Disbursement

Total Deposits & Payments Kept By	\$66,678.95	
Less Overpayment Refunds (patient / ins reimbursement)	\$(1,169.23)	
Gross Revenue	\$65,509.72	
Total LifeQuest Fee	\$2,947.94	
Probate Fees	\$0.00	
Total Due LifeQuest	\$2,947.94	
Total Service Revenue	\$62,561.78	
Total Payment Kept By	\$0.00	
Total Service Payable	\$0.00	
Probate Fees	\$0.00	
Other / Fees	\$0.00	
Total Due Service	\$62,561.78	

Messages:

Attachment: FIRE DEPT OT RPT_MARCH 2018 (6859 : Fire Department Overtime and LifeQuest Services Billing Reports for March, 2018.)

Quality

Speed

Service

Receivables Distribution Report**Receivables Cash****All Companies****All Directories**

<u>Charges</u>	<u>Mar 2017</u>	<u>Apr 2017</u>	<u>May 2017</u>	<u>Jun 2017</u>	<u>Jul 2017</u>	<u>Aug 2017</u>	<u>Sep 2017</u>	<u>Oct 2017</u>	<u>Nov 2017</u>	<u>Dec 2017</u>	<u>Jan 2018</u>	<u>Feb 2018</u>	<u>Totals</u>
Mar 2017	6291	15478	13033	8750	4355	2979	218	231	1857	0	-1134	0 \$	52057
109191	5.8	14.2	11.9	8	4	2.7	0.2	0.2	1.7	0	-1	0 %	47.7
Apr 2017		0	8066	20412	7986	8243	5244	1233	2349	469	88	140 \$	54230
109776		0	7.3	18.6	7.3	7.5	4.8	1.1	2.1	0.4	0.1	0.1 %	49.4
May 2017			1798	22826	23795	7792	3294	1657	1104	1393	142	76 \$	63878
133686			1.3	17.1	17.8	5.8	2.5	1.2	0.8	1	0.1	0.1 %	47.8
Jun 2017				3377	21992	14962	2548	563	2741	131	373	-120 \$	46568
105523				3.2	20.8	14.2	2.4	0.5	2.6	0.1	0.4	-0.1 %	44.1
Jul 2017					728	22797	13962	9092	3397	1997	266	72 \$	52311
104552					0.7	21.8	13.4	8.7	3.2	1.9	0.3	0.1 %	50
Aug 2017						2988	24116	14116	9411	2465	1410	1104 \$	55611
114510						2.6	21.1	12.3	8.2	2.2	1.2	1 %	48.6
Sep 2017							2844	20242	14852	8493	2815	1218 \$	50464
101010							2.8	20	14.7	8.4	2.8	1.2 %	50
Oct 2017								0	19943	25613	8406	2790 \$	56752
115859								0	17.2	22.1	7.3	2.4 %	49
Nov 2017									979	18831	13157	9760 \$	42728
97943									1	19.2	13.4	10 %	43.6
Dec 2017										69	21625	21392 \$	43087
123951										0.1	17.4	17.3 %	34.8
Jan 2018											2039	21972 \$	24011
128091											1.6	17.2 %	18.7
Feb 2018												3686 \$	3686
111110												3.3 %	3.3
Averages	<u>1st Mo</u>	<u>2nd Mo</u>	<u>3rd Mo</u>	<u>4th Mo</u>	<u>5th Mo</u>	<u>6th Mo</u>	<u>7th Mo</u>	<u>8th Mo</u>	<u>9th Mo</u>	<u>10th Mo</u>	<u>11th Mo</u>	<u>12th Mo</u>	
Extended	1.8	17.7	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	
Weighted	1.8	17.5	15.7	7.3	3.1	2.2	0.6	0.8	0.5	0	-0.5	0	

Total Page : 30 of 31

Page : 1 of 2

Date : 03/31/2018

Time : 17:59:23

History ID : 42553866

Credit Summary

Summary By Credit Code - Report Category/Code ID

Phase 1 Credit Report**DE PERE FIRE RESCUE**

<u>ID</u>	<u>Description</u>	<u>Credits</u>	<u>QTY %</u>	<u>Amount</u>	<u>Amount %</u>
Report Category	ADJUSTMENTS				
8	A--MEDICARE ADJUSTMENT	173	26.09	17478.05	13.61
9	A--MEDICAL ASSIST ADJUST	23	3.47	8616.81	6.71
11	A--DECEASED NO ESTATE	1	0.15	90.36	0.07
223	A--MC 2% SEQUESTERED AMT ADJ	48	7.24	210.48	0.16
234	A--BILLED IN ERROR	1	0.15	1372.00	1.07
518	A--CONTRACTUAL ADJUSTMENT	1	0.15	159.37	0.12
778	A--OTHER MC/MA MANDATORY ADJ	62	9.35	30001.92	23.36
1234	A--MIN OP < \$5.00	1	0.15	-1.53	0.00
LC	A--LIFEQUEST COLLECTIONS	11	1.66	5013.71	3.90
		-----		-----	
		321		62941.17	

Attachment: FIRE DEPT OT RPT_MARCH 2018 (6859 : Fire Department Overtime and LifeQuest Services Billing Reports for March, 2018.)

Total Page : 9 of 9
 Page : 1 of 1
 Date : 03/31/2018
 Time : 17:58:48
 History ID : 42553863

Aging Summary

Phase 1 Aging Report

Report As Of March 31, 2018

Grouped By Schedule on Call

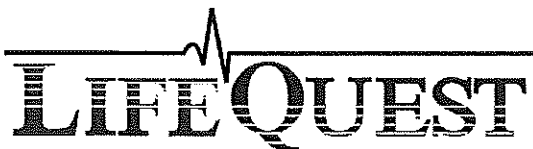
DE PERE FIRE RESCUE

ID	Description	Calls	Current	31 to 60	61 to 90	91 to 120	121 to 150	151 to 180	Over 180	Total
ATTY-EMS	Attorney (EMS)	2	0.00	67.49	0.00	0.00	762.00	0.00	0.00	829.49
CONT	CONTRACT SCHEDUL	6	1092.20	1787.20	714.80	0.00	0.00	1752.60	0.00	5346.80
DENY	PAY OR DENIED/NOT	14	2890.00	1802.00	1104.32	355.00	944.20	0.00	0.00	7095.52
EPA	EPA PENDING PAID IN	1	1051.00	0.00	0.00	0.00	0.00	0.00	0.00	1051.00
IE	Insurance (Electronic)	52	25534.00	9022.80	5716.40	1728.80	2008.60	705.00	3346.60	48062.20
IE2	Insurance 2ndary (Ele	4	2267.01	0.00	0.00	0.00	0.00	0.00	0.00	2267.01
IMA	INSURANCE/MA	3	2825.80	0.00	0.00	0.00	0.00	0.00	0.00	2825.80
IP	INSURANCE (PAPER)	5	0.00	2339.20	1094.20	1209.20	0.00	0.00	0.00	4642.60
IP2	Insurance 2ndary (Pa	3	0.00	730.66	0.00	100.00	0.00	0.00	0.00	830.66
IPAY	Ins May Pay Pt (Elec) -	17	8548.40	3514.80	939.80	864.60	0.00	0.00	3346.20	17213.80
Lat	Latitude - Export to	1	0.00	0.00	0.00	0.00	86.21	0.00	0.00	86.21
MAHO	MA HMO/OUT OF STA	9	3915.40	0.00	745.20	0.00	2893.00	1063.60	0.00	8617.20
MAHOR	MA HMO/Out of State	1	0.00	0.00	0.00	0.00	0.00	0.00	974.80	974.80
MAWI	MEDICAID - WISCONSI	8	2546.31	530.00	0.00	0.00	0.00	0.00	0.00	3076.31
MCA	Medicare Appeals	1	0.00	0.00	0.00	745.20	0.00	0.00	0.00	745.20
MCB	Medicare Part B	33	21108.40	5717.40	2032.80	0.00	769.20	0.00	885.40	30513.20
MCIMA	PRIM PD/DENY 2ND IN	3	339.16	0.00	0.00	0.00	0.00	0.00	0.00	339.16
MVA	MVA Private (Self) Pa	1	858.80	0.00	0.00	0.00	0.00	0.00	0.00	858.80
NOMATCH	Skip Trace Dead End	2	0.00	1208.40	0.00	0.00	0.00	0.00	922.40	2130.80
NOUPDATE	Skip Trace Dead End	5	311.00	0.00	0.00	0.00	0.00	0.00	1844.00	2155.00
NSA	NO SCHEDULE ASSIG	1	0.00	1134.20	0.00	0.00	0.00	0.00	0.00	1134.20
OPMT	OVERPAYMENT SCHE	5	-409.00	-1208.50	0.00	0.00	0.00	0.00	-75.65	-1693.15
OPMTL	OVERPAYMENT - NEE	2	0.00	0.00	0.00	-1058.36	0.00	0.00	-1066.00	-2124.36
PRIV	Private (Self) Pay - EM	78	28349.80	19742.00	12346.00	4185.00	3029.20	0.00	5730.80	73382.80
PRIV2	PRIM PAY OR PD PRIM	78	13922.80	4953.30	1048.92	1510.18	173.60	41.20	1521.60	23171.60
PRMX	Ins 2ndary (Auto X-O	25	3164.93	271.27	0.00	0.00	0.00	0.00	0.00	3436.20
PSMA	PRIMARY PAID - HOL	3	259.36	0.00	0.00	0.00	0.00	0.00	0.00	259.36
RCP	RECOUPMENT SCHED	2	-67.38	0.00	0.00	0.00	0.00	0.00	103.40	36.02
SIG	SIGNATURE NEEDED (	9	769.20	1745.60	4993.40	0.00	0.00	0.00	979.80	8488.00
T1	TIME PAY PHASE 1	27	5082.85	2611.80	458.60	255.00	510.00	0.00	0.00	8918.25
TLOxpMR	TLOxp Rtn Manual Re	2	0.00	0.00	0.00	0.00	0.00	0.00	1944.40	1944.40
UPDATED	Innovis Rtn w/Update	13	0.00	4677.26	1396.00	1139.00	921.20	0.00	2030.60	10164.06
VA	Veterans Admin Ins	2	0.00	1013.40	0.00	0.00	0.00	935.00	0.00	1948.40

Company Totals: 252 DE PERE FIRE RESCUE

418	124360.04	61660.28	32590.44	11033.62	12097.21	4497.40	22488.35	268727.34
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Attachment: FIRE DEPT OT RPT_MARCH 2018 (6859 : Fire Department Overtime and LifeQuest Services Billing Reports for March, 2018.)



Billing, Collection, & Data Management Services

1-888-777-4911 • www.lifequest-services.com

N2930 State Road 22, Wautoma, WI 54982-5267

DE PERE FIRE RESCUE

Billing Reconciliation Summary
March 2018

252

Charges

Prior Month's Balance	\$258,112.63	
March Charges	\$139,995.60	
Other	\$-930.00	
Subtotal of Charges		\$397,178.23

Adjustments

Intercept	\$0.00	
Credit Tagged	\$0.00	
Per Contract	\$0.00	
LifeQuest Collections	\$5,013.71	
Closed	\$0.00	
Other	\$57,927.46	
Total Adjustments for the Month		\$62,941.17

Credits

Cash / Check	\$12,454.20	
Contract Payments	\$419.43	
Credit Card	\$0.00	
Direct Deposit	\$46,283.92	
Hospital	\$0.00	
Insurance	\$8,071.40	
Payment Kept By	\$0.00	
Total Payments Received for the Month		\$67,228.95

Overpayment

Recoupment	\$0.00	
Refunds	\$-1,169.23	
Returns	\$-550.00	
Service Payable	\$0.00	
Other	\$0.00	
Total Overpayments for the Month		-\$1,719.23

Total for Reconciliation Summary **\$268,727.34****Ending Balance of Accounts Receivables** **\$268,727.34**

Messages:

Deleted dup call 252-17-01115A for \$930.00; NLP 3-7-18

Attachment: FIRE DEPT OT RPT_MARCH 2018 (6859 : Fire Department Overtime and LifeQuest Services Billing Reports for March, 2018.)

DE PERE FIRE RESCUE
STRUCTURAL FIRE "STILL" ALARMS FOR MARCH 2018



Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
03/01/2018	901 Main Ave.	B	Carbon monoxide incident	C102, E111, E121, L111	Investigate, hazmat detection, evacuate, remove hazard	N/A
03/02/2018	2146 CTH PP	C	Carbon monoxide incident	E111	Investigate, ventilate	N/A
03/02/2018	1714 Highview St.	C	Gas leak	E111, A111	Investigate	N/A
03/04/2018	1521 Turtle Dove Trl.	C	Chimney fire	C101, E111, L111	Investigate	N/A
03/04/2018	1400 Biotech Way	C	Steam, vapor, fog or dust thought to be smoke	E121	Investigate, woodchip pile emitting steam	N/A
03/05/2018	112 N. Broadway St.	A	Hazmat investigation	E111, E121	Investigate, no hazmat	N/A
03/08/2018	1752 Ledgeview Rd.	B	Carbon monoxide incident	E111	Investigate, replaced batteries	N/A
03/08/2018	665 Grant St.	B	Fire alarm sounding	E111, E121	Investigate, unintentional	N/A
03/09/2018	200 Main Ave.	A	Building fire	C101, C102, E111, E121	Ventilate	Hobart, Lawrence, Ashwauben Cty Rescue
03/11/2018	1010 S. Broadway St.	C	Hazmat investigation	E111	Investigate, no hazmat	N/A
03/18/2018	2870 Holmgren Way (Village of Ashwaubenon)	A	Smoke scare, odor of smoke	C102, L111	Investigate	N/A
03/22/2018	301 N. Broadway St.	C	Fire alarm sounding	E111, E121	Investigate, unintentional	N/A
03/25/2018	1992 London Rd. (Village of Bellevue)	A	Building fire	C102, L111	Salvage & overhaul	N/A
03/27/2018	1326 Scheuring Rd.	B	Fire alarm sounding	E111, E121	Investigate, unintentional	N/A
03/27/2018	347 Libal St.	A	Fire alarm sounding	E111	Investigate, unintentional	N/A
03/30/2018	1509 N. Ashland Ave.	B	Steam, vapor, fog or dust thought to be smoke	C102, A111, A121, E111, E121	Investigate	Lawrence, Ashwauben County Res

Attachment: FIRE DEPT OT RPT_MARCH 2018 (6859 : Fire Department Overtime and LifeQuest Services Billing Reports for March, 2018.)

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: April 10, 2018

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Approval of Police Overtime for March 2018

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

Miscellaneous OT of 10.75 hours is comprised of 6.25 hours of Patrol fraction allotments, 2.5 hours for Field Training Daily Observation Reports and 2 hours for Peer Support.

Reimbursable Miscellaneous OT of 79 hours is comprised of 2 hours for K9 Vet Appointment, 20 OWI Task Force Hours, 25 Drug Task Force hours, and 32 hours for an SWAT Callout.

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

ATTACHMENTS:

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

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

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

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

NOTES:

* Period 01/02/2016 - 01/29/2016
 **Period 1/30/2016 - 02/26/2016
 ***Period 02/27/2016 - 03/25/2016

+Period 3/26/2016 - 4/22/2016
 ++Period 4/23/2016 - 6/3/2016
 ^Period 6/4/2016 - 7/1/2016

#Period 7/2/2016 - 7/29/2016
 ##Period 7/30/2016 - 8/26/2016
 ^Period 8/27/2016 - 9/23/2016

^^Period 9/24/2016 - 10/21/2016
 *+Period 10/22/2016 - 12/2/2016
 **Period 12/3/2016 - 12/30/2016

Attachment: 2016 PD OT Report Summary (6854 : Police March 2018 Overtime Report)

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2017**

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

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

01/02/2018
Report Date

NOTES:

* Period 12/31/2016 - 1/27/2017
**Period 1/28/2017 - 2/24/2017
***Period 02/25/2017 - 3/24/2017

+Period 03/25/2017 - 4/21/2017
++Period 4/22/2017 - 6/02/2017
^Period 6/03/2017 - 6/30/2017

#Period 7/1/2017 - 7/28/2017
##Period 7/29/2017 - 8/25/2017
^^Period 8/26/2017 - 9/22/2017

^^^Period 9/23/2017 - 11/3/2017
*+Period 11/4/2017 - 12/1/2017
*+*Period 12/2/2017- 12/29/2017

Attachment: 2017 PD OT Report Summary (6854 : Police March 2018 Overtime Report)

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2018**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	41.50	19.50	10.00										71.00
OFFICER WORKED ON HOLIDAY	105.75	8.00	12.00										125.75
OFFICER FOR COURT	4.00	14.00	13.00										31.00
OFFICER TRAINING	82.00	122.00	71.75										275.75
OFFICER RELIEF FOR FUNERAL			4.50										4.50
OFFICER ATTEND MEETING	10.50		3.50										14.00
STAFFING LEVEL	68.00	51.25	97.75										217.00
INVESTIGATION	50.75	77.00	82.25										210.00
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	12.50	25.50	10.00										48.00
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		17.50	9.50										27.00
MISCELLANEOUS	16.00	19.00	10.75										45.75
MISCELLANEOUS REIMBURSED	33.00	41.50	79.00										153.50
Gross OFFICER OVERTIME	424.00	395.25	404.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1223.25
SUBTOTAL REIMBURSED OVERTIME	(45.50)	(84.50)	(98.50)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(228.50)
NET OFFICER OVERTIME	378.50	310.75	305.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	994.75

Total Overtime Budget: \$150,000.00
Expenditures through 03/30/2018 \$35,778.44
Percent of Total Budget: 23.85%

NOTES:

* Period 12/30/2017 - 1/26/2018

+Period

#Period

^^Period

**Period 1/27/2018 - 2/23/2018

++Period

##Period

*+Period

***Period 2/24/2018 - 3/23/2018

^Period

^^Period

*+*Period

Attachment: March 2018 PD OT Report (6854 : Police March 2018 Overtime Report)

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: April 10, 2018

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Review Request of the West De Pere School District for Additional School Resource Officers*

The West De Pere School District (WDSD) Superintendent, Dr. John Zegers, is requesting the City of De Pere to staff one School Resource Officer (SRO) at each of the districts school buildings. The police department currently staffs one full time SRO at the West De Pere high school and one part-time (1/2 time) SRO, shared with the Unified School District (USD) for the WDSD's other schools.

The request is to deploy SRO's in each of the schools. The WDSD has three schools in the City of De Pere and one in Hobart. The request would add 1 and 1/2 officers to the already funded 1 and 1/2 for a total of three on the west side. The school in Hobart is not part of the formula. The USD would also be impacted as they would lose their current 1/2 time officer. The USD would have to pay the difference of the 1/2 time officer to the full time in order to keep that officer position. They have indicated they would be willing to do that. The USD would then have two full time officers in their schools as a result.

With this request, the current intergovernmental agreement would have to be re-negotiated because the agreed for funding and number of officers would be different. The agreement is set to expire on June 30, 2018. Currently, for 10 months of a year, the City pays 1/2 of a SRO cost for one officer in the WDSD high school and 1/2 of a SRO cost for one officer in the USD high school, and pays for 1/3 of the cost of one officer to be shared between jurisdictions. The remaining costs are paid by the school districts. For the remaining two months of the year, the officers are assigned special duties such as traffic, warrant pick up, OWI enforcement, etc. However officers are also able to, and do take vacation time during the two months they are not in the schools.

Please note that if 2 additional officers are added to the SRO cadre, then two additional vehicles would have to be purchased and outfitted for use by the new SRO officers. The current price for a SRO squad car is about \$35,000.

There is no outside funding from the federal or state government to fund additional personnel. Funding would have to be local.

In summary, there is a request to add 2 full-time school resource officers to the West De Pere School District changing the SRO numbers from 1-1/2 to 3. This request would also change the number of officers in the Unified School District from 1-1/2 to 2. As a result, the costs to the city would increase about \$153,499 above what it pays now for the 3 SRO positions to fund the additional 2 officers.

I have attached the request letter from Dr. Zegers, and an information sheet outlining the cost breakdowns for each jurisdiction.

Please let me know if I can answer any questions you may have regarding this information.

ATTACHMENTS:

- WDSD SRO Request 2018 (PDF)
- SRO Costs for 5 (PDF)



School District of West De Pere

Administrative Offices
400 Reid St, Suite W
De Pere, WI 54115

John R. Zegers, Superintendent of Schools

Fax (920) 337-1398

www.wdpsd.com

Phone (920) 337-1393

March 23, 2018

City of De Pere
Finance and Personnel Committee Members
325 South Broadway
De Pere, WI 54115

Dear Committee members,

The City of De Pere and our school community continue to grapple with the aftermath of the most recent school shooting in Florida. Across our country, leaders, adults and students are engaging in a national discussion about our children's safety while attending school. Local and national opinions vary in many ways as to finding the best solution to stop and deal with school shootings.

As a school district, we have trained all of our staff and students in the active shooter civilian response training called ALICE (Alert, Lockdown, Inform, Counter, and Evacuate). ALICE training instructors led classes, and provided the preparation and a plan for individuals in our schools on how to more proactively handle the threat of an aggressive intruder or active shooter event. In addition, all of our schools and the district office building have been secured with a buzz-in system designed to identify visitors coming into our schools. This added preparation and security has assisted our staff to be better prepared if such a horrific incident occurs in West De Pere. However, we can never be trained well enough to prevent such an incident.

I am formally making a request of the City of De Pere to increase our School Resource Officer positions for our three West De Pere Schools (high school, middle school and Westwood Elementary) for the 2018 – 2019 school year. Our counter to the strategy of the Green Bay Area School District (armed guard at each building) is to have an SRO in each building. We are blessed with some of De Pere's finest police officers serving our schools at the present time. Our School Resource Officers continue to be visible, engaging with students and staff, building relationships, networking, and thoroughly trained for all matters in a school setting that they face on a daily basis. Our need would equate to an increase from 1.5 to 3.0 SRO personnel to ensure we have one SRO in each of our school buildings. I have also made a request to the Town of Lawrence to increase our SRO at our newest building, Hemlock Creek.

We wish to continue to cost share the police liaison additions in the same manner currently stated in our agreement for the 2017 -2018 school year, which expires on June 30, 2018. My intent is to have each of our four West De Pere schools staffed with an SRO by September 1, 2018. Please consider this request a high priority. Our students and staff are our TOP priority. Let's all show our support for our students and staff by making this request a reality and not a financial challenge. What price would you ever put on the life of another human being? Our kids and families need to be reassured that our schools and community is doing everything we can to provide a safe, orderly and secure environment for them.

Respectfully,

John R. Zegers
Superintendent

Cost Breakdown to Add School Resource Officers to West De Pere School District

Current			Proposed		
Total Costs for Officers X 3 to City in 2018*	\$	354,228	Total Costs for Officers X 5 to City in 2018*	\$	590,380
10 months of school year (84%)	\$	297,552	10 months of school year (84%)	\$	495,919
Unified pays 1/2 of one officer	\$	49,592	Unified pays 1/2 of two officers	\$	99,184
West De Pere pays 1/2 of one officer	\$	49,592	West De Pere pays 1/2 of three officers	\$	148,776
City pays 1/2 of two officers	\$	99,184	City pays 1/2 of five officers	\$	247,960
Unified pays 1/3 of shared officer	\$	33,061			
West De Pere pays 1/3 of shared officer	\$	33,061			
City pays 1/3 of shared officer	\$	33,061			
2 months of summer (16%)			2 months of summer (16%)		
City pays 100% for 3 officers	\$	56,676	City pays 100% for 5 officers	\$	94,461
Unified Total	\$	82,653	Unified Total	\$	99,184
West De Pere Total	\$	82,653	West De Pere Total	\$	148,776
City Total	\$	188,922	City Total	\$	342,421
	\$	354,228		\$	590,380
* Based on current collective bargaining agreement (2017-2018)					

The cost breakdown is based on the current agreements with the school districts.

Costs include holiday pay, fringe benefits, uniforms and certain personnel equipment and supplies. It does not include 2 additional vehicles and ancillary vehicle equipment that may be needed. Each vehicle with equipment is approximately \$35,000. Additionally, a department approved computer will need to be supplied along with office space at the school.

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: April 10, 2018

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Review request for amended Purchase/Sale Agreement with CMR, LLC for 2125 American Boulevard (Battlehouse).*

ATTACHMENTS:

- Battlehouse Ninja Warrior FP DA Amend Memo 4-10-18 (DOCX)

City of De Pere
MEMORANDUM



To: Finance & Personnel Committee

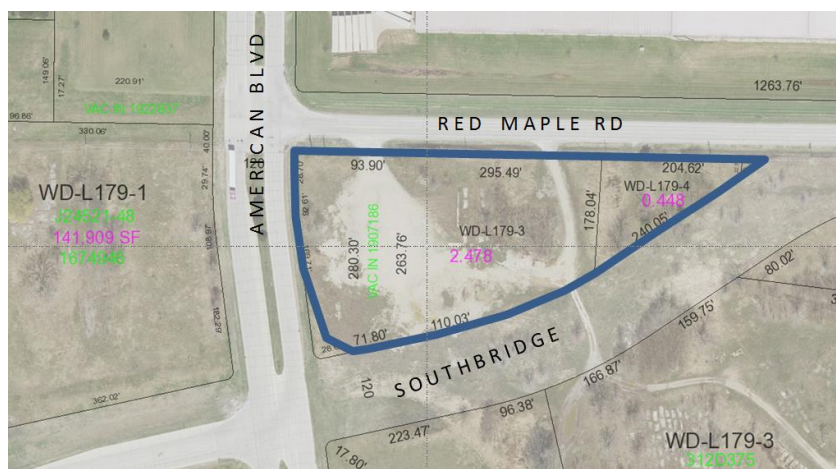
From: Kimberly Flom, Economic Development & Planning Director

Date: April 10, 2018

RE: **Sale/Purchase Agreement Amendment with CMR, LLC for property located at the southeast corner of Red Maple Rd and American Blvd (Parcels WD-L479-3, WD-L-179-4, WD-L-179-5-1).**

In April 2017, the City Council approved a Sale/Purchase Agreement that included a Tax Increment District (TID) Incentive with CMR, LLC, for the acquisition and development of 2125 American Boulevard in the west industrial park. The developer constructed a building that will be leased to 'Big Bull Falls, LLC' to operate the Battlehouse & Ninja Warrior businesses. The agreement provided a 19% incentive (\$152,000 based on an \$800,000 assessed value), split into three TID Developer Grant payments as detailed below:

- \$95,690 upon closing (this grant was applied to property purchase).
- \$26,310 - Payable within 15 days of approval of footings and foundations.
- \$30,000 – payable within 15 days after a certificate of occupancy.



Property Location



North Building Elevation Rendering

Unfortunately, the project, originally planned to be completed by 2017, was delayed due to a combination of unforeseen factors, including:

- A new soil was added to the DNR's list of wetland indicator soils. Because of this, most properties in the Industrial Parks now need a wetland determination that was not previously required. Wetland determinations must be done during the growing season and delineators are often booked far in advance. The delineation then must be reviewed and approved by the DNR. This process added months onto the overall project schedule.
- The project site, as identified previously, is enrolled in the DNR Voluntary Party Liability Exemption (VPLE) program. Much work had been done on the site to ready it for industrial development. However, additional work was needed in order to clear the property for commercial development. The City and Developer worked on this together but the process took time. The requirements of the program also included earth moving and soil restrictions on the property.
- The above two factors delayed the project to a point where winter conditions became a factor in construction, therefore revising costs.

Despite the above items, the project is nearing completion. The developer requests an additional \$94,500 in TID assistance in order to compensate for the increased project costs. To help fund the request, the Developer has agreed to increase the guaranteed assessed value for the project from \$800,000 to \$1,000,000.

We propose an amended Purchase/Sale Agreement for this project that includes the following terms:

- Guaranteed Assessed value of \$1,000,000. Project completion (full assessment) by January 1, 2019. PILOT required if Assessed Value falls under \$1,000,000 (previous Agreement included an \$800,000 value to be complete by January 1, 2018).
- Developer Grant payments as detailed below
 - \$95,690 upon closing (this grant was applied to property purchase) (already paid)
 - \$26,310 - Payable within 15 days of approval of footings and foundations (already paid)
 - \$64,500 – Payable within 15 days of Sale/Purchase Agreement Amendment
 - \$60,000 – Payable within 15 days after a certificate of occupancy.
- 24.7% TID incentive estimated at \$246,500. Incentive to be split between a land grant (95,690) and a developers grant (\$150,810). Maintaining a 19% incentive, as previously approved, calculates out to a \$190,000 developers grant. The additional \$56,500 is requested to cover the unforeseen project costs.

Factors that influenced the amended terms for this project include:

- 1) Applicant has agreed to a higher guaranteed assessed value of \$1,000,000. The previously approved 19% incentive calculates out to \$190,000 versus \$152,200.
- 2) The project has incurred additional expenses due to factors outside of the Developer's control, including:
 - a. Wetland delineation delays (due to new soil added as wetland indicator)
 - b. VPLE Procedures (taking longer than anticipated)
 - c. Winter construction conditions due to the above
- 3) The Developer has provided invoices and change orders confirming the increased project costs of \$94,500.
- 4) The TID increment from the project will still be able to cover the incentive amount.

If the terms are approved by the Finance and Personnel Committee, the City will draft a Sale/Purchase Agreement amendment that will be reviewed by the Common Council at a future meeting.

Please contact me (kflom@mail.de-pere.org or 920-339-4043) with any questions regarding this item.

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

MEETING DATE: April 10, 2018

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Consideration of Revolving Loan Fund Documents for Nardi LLC

ATTACHMENTS:

- FP Memo Affogato (Nardi LLC) 4-2018 (DOCX)
- Nardi LLC -Loan Agreement 3-28-18(DOCX)
- Nardi LLC - Promissory Note 3-28-18 (DOCX)
- Nardi LLC - Personal Guarantee - Stephanie A. Nardi (DOCX)
- Nardi LLC - Personal Guarantee - Vincent P. Nardi (DOCX)
- Amortization Schedule-Nardi LLC 3-28-18 (XLSX)

City of De Pere MEMORANDUM



To: Finance & Personnel Committee
 From: Peter Schleinz, Development Services Senior Planner / Zoning Administrator
 Date: April 4, 2018
 RE: **Revolving Loan Fund (RLF) Application for Nardi's Affogato Bar (Nardi, LLC)**

PROJECT SUMMARY

On March 20, 2018, the Common Council authorized staff to negotiate a Revolving Loan Fund (RLF) for Nardi's Affogato Bar (Nardi, LLC), for equipment and working capital needed for their startup Gelateria business.

They are requesting \$60,000 for equipment and working capital. The project will create 6 part-time equivalent positions that will work a minimum of 120 hours/week, which meets the RLF program requirements for 3 full-time equivalent positions (\$20,000/full time equivalent).

We have reviewed the application in detail and worked with the applicant to develop the attached loan documents.

Sources and Uses

Sources

WWBIC - \$125,000
 De Pere Revolving Loan Fund - \$60,000
 Owner Equity - \$71,500

Total: \$256,500

Uses

Start Up Working Capital + Inventory - \$82,500
 Leaseholds/Improvements - \$49,500
 Equipment/Machinery - \$84,500
 Opening Balance (Working Capital) - \$25,000
 Furniture and Fixtures - \$15,000
 Total: \$256,500

RLF Loan Terms

- Loan Amount: \$60,000
- Interest Rate: 1%
- Term: 7 years
- Collateral: Vince Nardi Personal Guaranty, Stephanie Nardi Personal Guaranty, Retirement/Stock Beneficiary Designation
- Payments: Monthly
- Other: Borrower to create 3 full-time equivalent positions (6 part-time) and comply with RLF reporting requirements.

Staff requests approval of the attached loan documents from the Finance & Personnel Committee. If you have any questions about this item prior to the meeting, please contact Kim Flom, Development Services Director, or me.

LOAN AGREEMENT
Nardi LLC

THIS AGREEMENT made and entered into this _____ day of _____, 2018, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”) and Nardi LLC, dba Nardi’s Affogato Bar, a Wisconsin limited liability company (“Borrower”).

WHEREAS, Borrower seeks to establish a gelato and espresso bar with eatery at 109 N. Broadway Street (Parcel ED-774), De Pere, Wisconsin 54115; and

WHEREAS, Borrower has requested a loan under the City’s Economic Development Revolving Loan Program in the amount of Sixty Thousand Dollars (\$60,000) 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. The Loan.

1. The City hereby agrees to lend Borrower an initial principal amount not to exceed Sixty Thousand Dollars (\$60,000) for the purpose of working capital to accomplish opening a gelato and espresso bar with eatery at 109 N. Broadway Street, De Pere, WI. The Loan shall be subordinate to the Small Business Administration (SBA) backed loan # _____ provided by _____ [name of bank] in the amount of \$125,000.00. The following shall secure the city loan:

A. Promissory Note. The \$60,000 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. Personal Guarantees of Specific Transaction. As security for this loan, Vincent P. Nardi and Stephanie A. Nardi, 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. Beneficiary Interest in Retirement Accounts/Stock Assets. As additional security for the loan, Vincent P. Nardi and Stephanie A. Nardi shall, individually, designate City as a primary beneficiary on such assets for the amount of \$60,000. These beneficiary designations shall be separate and distinct from any asset beneficiary designation(s) required as collateral under the SBA backed loan identified in ¶ I.1. In the event of disbursement of the proceeds of such assets, the outstanding balance of the City's loan, together with any interest or penalties, to a maximum of \$60,000, shall first be satisfied. The City shall have no claim to the proceeds of such assets in excess of the balance and penalties. A copy of each such retirement account/stock providing beneficiary designation 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 on _____ or at such other 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. Covenants and Agreements of Borrower

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 twelve (12) 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 an 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 annually 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 Sixty Thousand Dollars (\$60,000) 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 a gelato and espresso bar with eatery at 107 N. Broadway Street, De Pere, WI. The parties recognize that the proceeds of the loan, contemplated by this Agreement to be in the amount of Sixty Thousand Dollars (\$60,000), 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 twelve (12) 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 it 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 inoperative or unenforceable in any other case or circumstances or of rendering any other provision or any provisions contained herein invalid, inoperative, 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:

Nardi LLC
Attn: Vincent P. Nardi
1314 Chicago Street
De Pere, WI 54115

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.

NARDI LLC

CITY OF DE PERE

By: _____
Vincent P. Nardi, Member

By: _____
Michael J. Walsh, Mayor

By: _____
Stephanie A. Nardi, Member

By: _____
Shana D. Ledvina, Clerk-Treasurer

PROMISSORY NOTE

\$60,000

Date: _____
De Pere, Wisconsin

FOR VALUE RECEIVED on this date, Nardi 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 Sixty Thousand Dollars (\$60,000), 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, Vincent P. Nardi and Stephanie A. Nardi, have individually executed Personal Guarantees of Specific Transaction and have entered into a Loan Agreement. Additionally, such loan is secured through retirement account/stock asset beneficiary designations by Vincent P. Nardi and Stephanie A. Nardi.

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 _____, 2018.

Nardi LLC

By: _____
Vincent P. Nardi, Member

By: _____
Stephanie A. Nardi, Member

J:\Law\Economic Development Loans\2018\Nardi LLC\Nardi LLC-Promisory Note3-28-18.docx

Attachment: Nardi LLC - Promissory Note 3-28-18 (6857 : Consideration of Revolving Loan Fund Documents for Nardi LLC)

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. GUARANTEE. For value received, and to induce the City of De Pere (Lender) to extend credit to Nardi LLC, a Wisconsin Limited Liability Corporation, (Debtor), Stephanie A. Nardi (hereinafter “the Undersigned”), a principal member of Nardi 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 _____, 2018, executed by Debtor in the principal amount of Sixty Thousand Dollars (\$60,000), 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 _____, 2018.

Stephanie A. Nardi
1314 Charles Street
De Pere, WI 54115

STATE OF WISCONSIN)) ss.
COUNTY OF BROWN)

Personally came before me this ____ day of _____, 2018, the above-named Stephanie A. Nardi to be known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public:
My commission expires: _____

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PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. GUARANTEE. For value received, and to induce the City of De Pere (Lender) to extend credit to Nardi LLC, a Wisconsin Limited Liability Corporation, (Debtor), Vincent P. Nardi (hereinafter “the Undersigned”), a principal member of Nardi 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 _____, 2018, executed by Debtor in the principal amount of Sixty Thousand Dollars (\$60,000), 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 _____, 2018.

Vincent P. Nardi
1314 Charles Street
De Pere, WI 54115

STATE OF WISCONSIN)) ss.
COUNTY OF BROWN)

Personally came before me this ____ day of _____, 2018, the above-named Vincent P. Nardi to be known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public:
My commission expires: _____

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Monthly Amortization Schedule

Amount of Note:	60,000
Number of Months:	84
Interest Rate:	1.00%
Calculated Payment:	\$739.87

<u>Payment Number</u>	<u>Interest</u>	<u>Principal</u>	<u>Total Payment</u>	<u>Balance</u>
				\$60,000.00
1	\$50.00	\$689.87	\$739.87	\$59,310.13
2	\$49.43	\$690.45	\$739.87	\$58,619.68
3	\$48.85	\$691.03	\$739.87	\$57,928.65
4	\$48.27	\$691.60	\$739.87	\$57,237.05
5	\$47.70	\$692.18	\$739.87	\$56,544.87
6	\$47.12	\$692.75	\$739.87	\$55,852.12
7	\$46.54	\$693.33	\$739.87	\$55,158.79
8	\$45.97	\$693.91	\$739.87	\$54,464.88
9	\$45.39	\$694.49	\$739.87	\$53,770.39
10	\$44.81	\$695.07	\$739.87	\$53,075.32
11	\$44.23	\$695.65	\$739.87	\$52,379.68
12	\$43.65	\$696.23	\$739.87	\$51,683.45
13	\$43.07	\$696.81	\$739.87	\$50,986.65
14	\$42.49	\$697.39	\$739.87	\$50,289.26
15	\$41.91	\$697.97	\$739.87	\$49,591.30
16	\$41.33	\$698.55	\$739.87	\$48,892.75
17	\$40.74	\$699.13	\$739.87	\$48,193.62
18	\$40.16	\$699.71	\$739.87	\$47,493.90
19	\$39.58	\$700.30	\$739.87	\$46,793.61
20	\$38.99	\$700.88	\$739.87	\$46,092.73
21	\$38.41	\$701.46	\$739.87	\$45,391.26
22	\$37.83	\$702.05	\$739.87	\$44,689.21
23	\$37.24	\$702.63	\$739.87	\$43,986.58
24	\$36.66	\$703.22	\$739.87	\$43,283.36
25	\$36.07	\$703.81	\$739.87	\$42,579.55
26	\$35.48	\$704.39	\$739.87	\$41,875.16
27	\$34.90	\$704.98	\$739.87	\$41,170.18
28	\$34.31	\$705.57	\$739.87	\$40,464.62
29	\$33.72	\$706.15	\$739.87	\$39,758.46
30	\$33.13	\$706.74	\$739.87	\$39,051.72
31	\$32.54	\$707.33	\$739.87	\$38,344.39
32	\$31.95	\$707.92	\$739.87	\$37,636.47
33	\$31.36	\$708.51	\$739.87	\$36,927.96
34	\$30.77	\$709.10	\$739.87	\$36,218.85
35	\$30.18	\$709.69	\$739.87	\$35,509.16
36	\$29.59	\$710.28	\$739.87	\$34,798.88
37	\$29.00	\$710.88	\$739.87	\$34,088.00
38	\$28.41	\$711.47	\$739.87	\$33,376.53
39	\$27.81	\$712.06	\$739.87	\$32,664.47

<u>Payment Number</u>	<u>Interest</u>	<u>Principal</u>	<u>Total Payment</u>	<u>Balance</u>
40	\$27.22	\$712.65	\$739.87	\$31,951.82
41	\$26.63	\$713.25	\$739.87	\$31,238.57
42	\$26.03	\$713.84	\$739.87	\$30,524.73
43	\$25.44	\$714.44	\$739.87	\$29,810.29
44	\$24.84	\$715.03	\$739.87	\$29,095.26
45	\$24.25	\$715.63	\$739.87	\$28,379.63
46	\$23.65	\$716.23	\$739.87	\$27,663.40
47	\$23.05	\$716.82	\$739.87	\$26,946.58
48	\$22.46	\$717.42	\$739.87	\$26,229.16
49	\$21.86	\$718.02	\$739.87	\$25,511.15
50	\$21.26	\$718.62	\$739.87	\$24,792.53
51	\$20.66	\$719.21	\$739.87	\$24,073.32
52	\$20.06	\$719.81	\$739.87	\$23,353.50
53	\$19.46	\$720.41	\$739.87	\$22,633.09
54	\$18.86	\$721.01	\$739.87	\$21,912.07
55	\$18.26	\$721.61	\$739.87	\$21,190.46
56	\$17.66	\$722.22	\$739.87	\$20,468.24
57	\$17.06	\$722.82	\$739.87	\$19,745.43
58	\$16.45	\$723.42	\$739.87	\$19,022.00
59	\$15.85	\$724.02	\$739.87	\$18,297.98
60	\$15.25	\$724.63	\$739.87	\$17,573.36
61	\$14.64	\$725.23	\$739.87	\$16,848.12
62	\$14.04	\$725.83	\$739.87	\$16,122.29
63	\$13.44	\$726.44	\$739.87	\$15,395.85
64	\$12.83	\$727.04	\$739.87	\$14,668.81
65	\$12.22	\$727.65	\$739.87	\$13,941.15
66	\$11.62	\$728.26	\$739.87	\$13,212.90
67	\$11.01	\$728.86	\$739.87	\$12,484.03
68	\$10.40	\$729.47	\$739.87	\$11,754.56
69	\$9.80	\$730.08	\$739.87	\$11,024.48
70	\$9.19	\$730.69	\$739.87	\$10,293.80
71	\$8.58	\$731.30	\$739.87	\$9,562.50
72	\$7.97	\$731.91	\$739.87	\$8,830.59
73	\$7.36	\$732.52	\$739.87	\$8,098.08
74	\$6.75	\$733.13	\$739.87	\$7,364.95
75	\$6.14	\$733.74	\$739.87	\$6,631.21
76	\$5.53	\$734.35	\$739.87	\$5,896.86
77	\$4.91	\$734.96	\$739.87	\$5,161.90
78	\$4.30	\$735.57	\$739.87	\$4,426.33
79	\$3.69	\$736.19	\$739.87	\$3,690.14
80	\$3.08	\$736.80	\$739.87	\$2,953.34
81	\$2.46	\$737.41	\$739.87	\$2,215.93
82	\$1.85	\$738.03	\$739.87	\$1,477.90
83	\$1.23	\$738.64	\$739.87	\$739.26
84	\$0.62	\$739.26	\$739.87	\$0.00
Totals	<u>\$2,149.48</u>	<u>\$60,000.00</u>	<u>\$62,149.48</u>	

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

MEETING DATE: April 10, 2018
DEPARTMENT: Finance Department
FROM: Joe Zegers
SUBJECT: 2017 budget items carried forward to 2018*

ATTACHMENTS:

- NLFMEMO2017 (PDF)
- Reso18-XX (PDF)
- Copy of NLF2017DETAIL (PDF)
- Copy of 2017 EXCESS STADIUM TAX PROCEEDS (PDF)

To: Mayor Michael J. Walsh
Lawrence Delo, City Administrator
Finance/Personnel Committee Members
From: Joe Zegers, Finance Director
RE: 2017 Budget Items Carried Forward to 2018
Date: April 5, 2018

I have attached the proposed resolution where we annually reserve a portion of our general fund balance for amounts that were budgeted in 2017 but will not be spent until 2018. These are listed by department with a brief description for each item. For your information and comparative purposes, last year's carryover amount was \$148,695. This year's amount is \$173,263 which is larger than last year due mainly to increased amounts unspent in the 2017 budget for outlay items.

Feel free to contact me prior to the Finance Meeting on April 10, 2018 should you have any questions. I recommend that the non-lapsing items be approved for carryover to 2018.

In a related item I have also attached information regarding the status of the Excess Stadium Funds of \$1,300,000 approved in Resolution #17-27. The attachment shows that \$338,096 was spent in 2017 leaving a balance of \$1,061,905 remaining at December 31, 2017. This is for informational purposes therefore no action is needed on this item.

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Attachment: NLFMEMO2017 (6860 : 2017 Budget items carried forward to 2018)

RESOLUTION #18-XX

RESOLUTION ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2017

BE IT HEREBY RESOLVED, that the Mayor and Common Council of the City of De Pere do hereby authorize that the following accounts be established as non-lapsing funds as of December 31, 2017

<u>Account</u>	<u>Amount</u>
Administrator-Sustainability Funds LED Lighting	\$7,424
Information Management Technology Initiatives	\$15,495
Police-Community Policing	\$1,613
Police Training	\$6,147
Police K9 Funds	\$9,156
Police Miscellaneous Donations	\$10,766
Police Outlay-Carpeting	\$30,200
Fire/Rescue-Act 102	\$6,869
Fire Department-Physicals	\$15,000
Community Center-Heated Gutter Coiling	\$8,000
Community Center-Improvements/Upgrades	\$6,706
Parks & Public Lands-Trees Urban Orchard	\$2,500
Parks & Public Lands-Voyageur Park Dumpster Enclosure	\$8,000
Parks & Public Lands-Optimist Park Sign	\$3,600
Parks & Public Lands-Memorial Bench Donation	\$1,250
Parks & Public Lands-Voyageur Bathroom Facility	\$40,000
Swimming Pools-Swim-In Event Donations	\$537
TOTAL	\$173,263

Adopted by the Common Council of the City of De Pere, Wisconsin, this 17th day of April, 2018.

APPROVED:

 Michael J. Walsh, Mayor

ATTEST:

 Shana L. Ledvina, Clerk-Treasurer

Ayes: _____
Nays: _____

Attachment: Reso18-XX (6860 : 2017 Budget items carried forward to 2018)

City of De Pere
Non-Lapsing Funds Detail
December 31, 2017

<u>DEPARTMENT</u>	<u>ITEM</u>	<u>AMOUNT</u>	<u>COMMENTS</u>
General Government			
Administrator	Sustainability Funds - LED Lighting	\$7,424	Unspent Sustainability Funds from 2017 & Prior Years
Information Management	Technology Initiatives-General Fund Share (28%)	\$15,495	2017 budgeted amount carried forward to 2018.
Public Safety			
Police Department	Police-Community Policing	\$1,613	This amount represents unspent donations for Crime Prevention program.
Police Department	Police-Training	\$6,147	This amounts represents unspent state grants specific for training.
Police Department	Police - K9 Funds	\$9,156	This amount represents unspent donations for K9 Care & Supplies
Police Department	Police - Miscellaneous Donations	\$10,766	This amount represents unspent donations to the Police Department
Police Department	Police - Outlay	\$30,200	2017 budgeted amount carried forward to 2018 for carpet installation.
Fire Department	Fire/Rescue-Act 102	\$6,869	This amounts represents unspent state Act 102 grants specific for fire department purposes.
Fire Department	Physicals	\$15,000	2016 budgeted amount carried forward to 2017 & now to 2018.
Parks and Recreation			
Community Center	Community Center Outlay-Heated Gutter Coiling	\$8,000	Amount remaining from \$10,000 in 2016 expected to be completed in 2017.
Community Center	Community Center Outlay-Improvements/Upgrades	\$6,706	Amount remaining from \$10,000 in 2017 expected to be completed in 2018. This will be used to pay for flooring in the Hickory Room & tables & chairs.
Parks & Public Lands	Trees- Urban Orchard	\$2,500	2017 Donation from American Transmission Company
Parks & Public Lands	Outlay-Voyageur Park Dumpster Enclosure	\$8,000	2017 budgeted amount carried forward to 2018.
Parks & Public Lands	Outlay-Optimist Park Sign	\$3,600	2017 budgeted amount carried forward to 2018.
Parks & Public Lands	Donation-Memorial Bench	\$1,250	2017 donation and related purchase was made in 2018.
Parks & Public Lands	Outlay- Voyageur Bathroom	\$40,000	2017 budgeted amount carried forward to 2018.
Swimming Pools	Swim-In Event Donations	\$537	2017 Donations unspent due to weather cancellation to be used in 2018 Ever
TOTAL		<u>\$173,263</u>	

Attachment: Copy of NLF2017DETAIL (6860 : 2017 Budget items carried forward to 2018)

EXCESS STADIUM TAX PROCEEDS

Project Title	2015 Wis. Act Purpose	Expenditures Not to Exceed	2017 Expenditures	Balance 12/31/2017
Re-write of City Zoning Code	Property Tax Relief	45,000	-	45,000
Establish City vision/brand	Economic Development	100,000	30,000	70,000
De Pere public art initiative	Economic Development	100,000	-	100,000
De Pere streetscape project	Economic Development	150,000	-	150,000
Aquatic center design	Property Tax Relief/Economic Development	200,000	31,103	168,897
Southwest Park playground equipment	Property Tax Relief/Economic Development	80,000	-	80,000
Splashpad	Economic Development	300,000	-	300,000
Voyageur Park amphitheater/stage	Economic Development	125,000	-	125,000
Voyageur Park playground equipment	Property Tax Relief/Economic Development	200,000	176,992	23,008
Totals		1,300,000	238,095	1,061,905

Attachment: Copy of 2017 EXCESS STADIUM TAX PROCEEDS (6860 : 2017 Budget items carried forward to 2018)