



Finance/Personnel Committee

Regular Meeting

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

Agenda

Tuesday, March 14, 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 **March 14, 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 February 14, 2017 Regular Meeting of the Finance/Personnel Committee.
3. Police Department Overtime Report for February 2017
4. Fire Department Overtime and LifeQuest Billing Report for February, 2017.
5. Consider Fire Department's request to change EMS collection agency provider.*
6. Consideration of Revised Revolving Loan Fund documents for Honey Court Hashery, LLC (1104 Honey Court)
7. New Leaf Cooperative Market project update and request to purchase a portion of Parcel ED-881. *
8. Recommendation to Provide Hourly Stipend for Water Service Worker*
9. Public Comment and announcements.
10. Future agenda items.
11. Adjournment

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

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

Agenda Sent To:

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

De Pere Chamber of Commerce
Molly Bluma
Thomas Wedige, Voyageur Financial Group
Lynn Walter, New Leaf Market Co-op

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: March 14, 2017

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Approval of Minutes of the February 14, 2017 Regular Meeting of the Finance/Personnel Committee.

ATTACHMENTS:

- February 14, 2017 DRAFT Minutes (PDF)



Finance/Personnel Committee

Regular Meeting

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

Draft Minutes

Tuesday, February 14, 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 February 14, 2017, at De Pere City Hall Council Chambers, 335 South Broadway Street, De Pere, Wisconsin.

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

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

- Approval of Minutes of the January 10, 2017 Regular Meeting of the Finance/Personnel Committee.

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

- Police Department Overtime Report for January 2017

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

- Fire Department Overtime and LifeQuest Billing Report for January, 2017.

Fire Chief Matzke provided handouts to Committee members showing activity of LifeQuest billing and the phase-out of EMS Medical Billing. Chief Matzke indicated that LifeQuest has been requested to review data for six months and present to the full Council at the April 18 meeting as to how the department fits in the marketplace, provide comparison to other customers and provide metrics to measure effectiveness of department billing. Chief Matzke further explained that the handouts show that money is still coming in on the EMS billings even after the LifeQuest takeover. Aging Detail on another handout shows where the amounts currently fall in the billing cycles. Aldersperson Crevier asked about LifeQuest write-offs and adjustments, and Chief Matzke explained that those items won't show on LifeQuest reports until the billings are worked for a period of months and there is due diligence to collect the accounts. Write-offs currently occur after collection efforts are exhausted, not earlier than 180 days. Aldersperson Crevier further asked about the Adjustments category on the EMS handout,

and Chief Matzke explained that those amounts relate to Medicare compliance, value and payment. The difference billed above the Medicare amount becomes the adjustment and the payer mix each month determines the adjustments made. LifeQuest is expected to report on the payer mix demographics and six months of Department data in April.

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

5. Developer's Agreement Terms 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) *

Alderperson Crevier asked for an explanation of the bullet points in the Memo of the terms of the TID incentive regarding the requirement of high quality building architecture and landscaping and whether this would be different for another part of the City. Economic & Planning Director Flom explained that the zoning code dictates the approved material in the industrial park, which is focused primarily on the front of a building. This particular property is on a corner, and also expected to be a corner of the southern bridge expansion, so the developer was requested to consider expanding the approved material onto the sides of the building as well, for a pleasant look from an architectural standpoint, and this request is one of the reasons the TID incentive is being pursued. Economic & Planning Director Flom further advised that in other parts of the City, for a project with the same high visibility from the street, City staff would likely still request compliance above the code requirements for materials used. Alderperson Crevier further asked about number of jobs expected from this project, and Economic & Planning Director Flom advised she would review the Battle House file related to this development and have that information available for the Common Council Meeting.

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

6. Developer's Agreement Terms with Gaming Machine Supply, Inc. For Property Located On The West Side Of American Blvd., just south of American Court (Parcel WD-1379) *

Alderperson Crevier asked about the spaces currently being leased and the future use of those properties, to which Economic & Planning Director Flom indicated that Gaming Machine Supply (GMS) is moving from leasing two separate spaces, to taking an ownership role in a property, and her assumption is that their current leased properties would be marketed toward other potential tenants by the owners of those properties.

Mayor Walsh made a Motion to open the meeting, which was seconded by Alderperson Crevier. Upon vote, Motion was carried unanimously.

John Michaud spoke on behalf of GMS and advised that one of the company's current leased buildings has recently been sold, and the new owner is actively leasing it out. The

other building utilized by GMS on Honey Court has been a rental property for years, and Mr. Michaud believes the owner will continue the building as a rental property.

Mayor Walsh made a Motion to go back to regular order, which was seconded by Alderperson Donovan. Upon vote, Motion was carried unanimously.

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

7. Main and Lawrence Redevelopment Area/Roundabout and Proposed TID #13 Consultant Agreement *

Economic & Planning Director Flom provided a summary and advised that an analysis done in 2011 indicates that traffic issues are expected by 2020, with potential back-ups to highway ramps, unless some improvements are made to the Main and Lawrence intersection. City staff has worked diligently in partnership with the Wisconsin DOT to determine whether a roundabout is feasible in this area. The roundabout will serve to address traffic safety concerns and also open up potential redevelopment in that area. She further indicated that from a timing perspective now is a good time to pursue construction and the City can pursue forming a TID district to help fund some of the infrastructure for the roundabout. Quotes were received from three consultants to assist with TID formation. The goal date for construction and completion is 2018. Economic & Planning Director Flom requested follow-up information from two of the consultants and will be reviewing the supplemental information provided. Both Economic & Planning Director Flom and City Attorney Judith Schmidt-Lehman indicated that it is requested that the Committee approve moving the item forward to council, with a consultant recommendation to be made at the common council meeting.

Alderperson Crevier asked whether there is a point whether the City would have too many TIDs. Economic and Planning Director Flom explained 12% of the City's total assessed value can be in TID by state statute and the City is currently just under 7%. Staff has been in contact with surrounding property owners regarding this project. Further discussion was had about the roundabout location, the driveway entrances of impacted businesses and confirmation that no parking spaces would be lost in the Park and Ride located off Lawrence Drive.

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

8. Consider Videography Agreement With Definitely De Pere and St. Norbert College*

Alderperson Crevier asked for clarification that the intent of the Agreement is to promote the downtown and not for promotion of either Definitely De Pere or St. Norbert College, specifically. Video Production and Marketing Coordinator Clark indicated that the City was approached by Definitely De Pere to provide some promotional footage for marketing purposes to grow the businesses downtown, and that there are clips of St.

Norbert College included in the video. City Administrator Delo clarified that St. Norbert College is located within the Definitely De Pere District, and when Definitely De Pere does promotional material, the college is included in that material. City Attorney Judith Schmidt-Lehman advised that the purpose of the Agreement is to protect intellectual property of each entity for the material that each provided, and Video Production and Marketing Coordinator Clark added that each entity submitted material which was combined to make a separate video, but each entity is still retaining ownership rights to its contribution. In response to Alderperson Donovan's question, it was confirmed that the Agreement does give the City the right to edit the video.

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

9. Recommendation to approve Service Agreements (Flex, HRA and COBRA) with Employee Benefit Corporation (EBC)*.

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

10. Public Comment and announcements.

None.

11. Future agenda items.

Alderperson Crevier asked about future activity on the County billing for property tax collection item, which was referred back to staff at the council level. City Administrator Delo advised that he is not aware of any new information from the County, and Finance Director Zegers concurred. City Attorney Schmidt-Lehman clarified that since this item was referred back to staff at the council level, it would go back to council for an update.

12. Adjournment.

Upon Motion of Mayor Walsh, seconded by Alderperson Crevier, the Finance/Personnel Committee unanimously adjourned at 8:03 p.m.

Respectfully submitted,
Angela Zills

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: March 14, 2017

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Police Department Overtime Report for February 2017

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

The sick hours are a little high due to an ever spreading cold/flu season.

Miscellaneous OT of 13.5 hours is comprised of 1 hour for field training observation reports, 2 hours for travel to a career fair and 10.5 Patrol fraction allotments.

The Reimbursed Miscellaneous OT of 130 hours are comprised of 16 OWI Task Force hours, 32 Click it or Ticket Task Force hours, and 82 Drug Task Force Hours.

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)
- February 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 3/28/2015 - 4/24/2015

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

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

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

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

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

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

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

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

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

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

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

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*++	TOTAL
OFFICER SICK RELIEF	42.00	8.00	21.00	29.00	71.50	12.50	30.50	71.75	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 (5590 : Police February 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											76.75
OFFICER WORKED ON HOLIDAY	97.00	13.75											110.75
OFFICER FOR COURT	9.00	10.00											19.00
OFFICER TRAINING	207.00	65.50											272.50
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	5.50	27.25											32.75
STAFFING LEVEL	63.00	22.50											85.50
INVESTIGATION	37.50	44.50											82.00
HONOR GUARD FOR FUNERAL		2.00											2.00
SCHOOL LIAISON REIMBURSED	18.00	23.50											41.50
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT		6.25											6.25
SPECIAL ASSIGNMENT REIMBURSED		6.25											6.25
MISCELLANEOUS	27.50	13.50											41.00
MISCELLANEOUS REIMBURSED	66.00	130.00											196.00
Gross OFFICER OVERTIME	542.50	429.75	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	972.25
SUBTOTAL REIMBURSED OVERTIME	(84.00)	(159.75)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(243.75)
NET OFFICER OVERTIME	458.50	270.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	728.50

Total Overtime Budget: \$145,000.00
Expenditures through 02/17/2017 \$24,967.00
Percent of Total Budget: 17.22%

02/28/2017
Report Date

NOTES:

* Period 12/31/2016 - 1/27/2017

**Period 1/28/2017 - 2/24/2017

***Period

+Period

++Period

^Period

#Period

##Period

^^Period

^^^Period

*+Period

*+*Period

Attachment: February 2017 PD OT Report (5590 : Police February 2017 Overtime)

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: March 14, 2017

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Fire Department Overtime and LifeQuest Billing Report for February, 2017.

ATTACHMENTS:

- FIRE DEPT FEB OT RPT (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	1,913.00
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	655.50
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	1,017.50
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	116.25
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	678.75
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	1,447.00
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	290.25
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	335.00
# 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	411.00
# 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	1,856.00
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	6,524.00

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											404.25
EMS TRAINING	24.00	257.50											281.50
FIRE TRAINING	35.00	0.00											35.00
RESCUE CALLS	5.50	6.75											12.25
FIRE CALLS	0.00	0.00											0.00
MEETINGS	37.00	55.25											92.25
STAFFING REP.	7.50	27.00											34.50
MAINTENANCE	0.00	0.00											0.00
PUB. ED.	9.75	0.00											9.75
SPECIAL EVENTS	0.00	0.00											0.00
# FIRE RUNS	42.00	32.00											74.00
# of EMS RUNS	174.00	163.00											337.00
DISPATCH ERRORS	2.00	5.00											7.00
TOTAL HRS.	338.50	531.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	869.50

Special Events included in Overtime

Total Overtime Budget \$95,000, Expenditures through March 6, 2017 \$16,173, 17%

Attachment: FIRE DEPT FEB OT RPT (5623 : Fire Department Overtime and LifeQuest Billing Report for February, 2017.)

**DE PERE FIRE RESCUE
OVERTIME CAUSED BY SICK LEAVE
FEBRUARY, 2017**

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
TOTAL	0	0

*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				
PAYMENTS	65,035	53,532				
ADJUSTMENTS	70,467	39,304				
WRITE OFFS	0	0				

	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
CHARGES						
PAYMENTS						
ADJUSTMENTS						
WRITE OFFS						

Payments to LifeQuest	
Jan. 2017	2,927
Feb. 2017	2,409
March 2017	
April 2017	
May 2017	
June 2017	
July 2017	
Aug. 2017	
Sept. 2017	
Oct. 2017	
Nov. 2017	
Dec. 2017	
Total Paid	\$5,336

**EMS MEDICAL BILLING - 2016
MONTHLY REPORT**

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

	JULY '16	AUG. '16	SEPT. '16	OCT. '16	NOV. '16	DEC. '16
CHARGES	131,310	80,686	46	5	5	0
PAYMENTS	58,072	57,230	63,879	25,550	16,921	0
ADJUSTMENTS	44,824	35,856	4,616	1,360	130	0
WRITE OFFS	5,255	10,755	9,166	3,503	4,135	0

Payments to EMS	
Jan. 2016	4,307
Feb. 2016	3,986
March 2016	4,270
April 2016	5,771
May 2016	3,954
June 2016	4,122
July 2016	4,734
Aug. 2016	4,640
Sept. 2016	5,361
Oct. 2016	2,412
Nov. 2016	2,146
Dec. 2016	0
Total Paid	\$45,703

**LIFEQUEST MEDICAL BILLING - 2016
MONTHLY REPORT**

	JAN. '16	FEB. '16	MAR. '16	APR. '16	MAY '16	JUNE '16
CHARGES						
PAYMENTS						
ADJUSTMENTS						
WRITE OFFS						

	JULY '16	AUG. '16	SEPT. '16	OCT. '16	NOV. '16	DEC. '16
CHARGES			72,313	107,555	79,709	187,244
PAYMENTS			0	10,906	42,469	47,293
ADJUSTMENTS			0	13,652	35,345	58,472
WRITE OFFS			0	0	0	0

Payments to LifeQuest	
Jan. 2016	
Feb. 2016	
March 2016	
April 2016	
May 2016	
June 2016	
July 2016	
Aug. 2016	
Sept. 2016	0
Oct. 2016	491
Nov. 2016	1,911
Dec. 2016	2,128
Total Paid	\$4,530

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



Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
02/01/2017	2850 S. Oneida Street (Village of Ashwaubenon)	B	Building fire	C190, L111	Dispatched, canceled en route
02/02/2017	1820 Enterprise Drive	C	Sprinkler Flow Alarm Sounding	E111	Investigate, malfunction
02/02/2017	Scheuring Road	C	Hazmat Investigation	E111, E121	Investigate
02/02/2017	406 Waterview	C	Fire alarm sounding	E121	Investigate, replace batteries
02/02/2017	2068 W. Vista Circle	C	Carbon monoxide detector sounding	E121	Investigate, replace batteries
02/03/2017	850 Morning Glory	C	Fire alarm sounding	A112, E111, E121	Investigate, ventilate, burnt food
02/05/2017	758 Killarny	B	Carbon monoxide detector sounding	A111, E111	Investigate, replace batteries
02/05/2017	221 N. Huron Street	B	Carbon monoxide detector sounding	E111	Investigate, replace batteries
02/07/2017	1001 Main Avenue	B	Gas Leak	C102, E111, E121	Investigate, no hazards noted
02/10/2017	1919 S. Broadway (City of Green Bay)	C	Building fire	C191, E121	Provide apparatus, manpower
02/11/2017	2755 Packerland (Village of Ashwaubenon)	C	Building fire	C190, L111	Provide apparatus, manpower

Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
02/12/2017	713 4th Street	C	Vehicle fire	C103, A111, E111, E121, L111	Investigate, extinguishment
02/13/2017	1380 Scheuring Road	A	Carbon monoxide detector sounding	C121	Investigate, ventilate, furnace malfunction
02/14/2017	607 N. Winnebago Street	B	Building fire	C103, C190, C1890, C390, A112, A6011, L111, E111, E121, E1811	Extinguishment by fire personnel, salvage and overhaul
02/15/2017	1165 Twilight Drive	A	Gas Leak	E111, E121, A112	Investigate, hot water heater malfunction
02/16/2017	1155 Westwood Drive	B	Fire alarm sounding	E111, E121	Investigate, unintentional
02/16/2017	1019 Coral Street	C	Carbon monoxide detector sounding	E111	Investigate, install new batteries
02/22/2017	200 S. 9th Street	B	Fire alarm sounding	A112, A121, E111, E121	Investigate, reset alarm
02/23/2017	1799 CTH PP	B	Dumpster fire	C190, L111	Extinguishment by fire personnel
02/23/2017	1380 Scheuring Road	B	Carbon monoxide detector sounding	E121	Investigate, ventilate
02/24/2017	1764 Burgoyne	A	Carbon monoxide detector sounding	E121	Investigate, ventilate
02/25/2017	3168 Warm Springs Drive (Village of Bellevue)	C	Building fire	C101, C190, E111	Extinguishment by fire personnel, salvage and overhaul
02/25/2017	1177 S. 9th Street	C	Fire alarm sounding	E111, E121, L111	Investigate, overheated motor
02/27/2017	1726 Jonathan	B	Carbon monoxide detector sounding	A111, E111	Investigate, ventilate
02/28/2017	2365 Indy Court	C	Smoke/odor removal	E121	Investigate, furnace malfunction

Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
02/28/2017	1900 Enterprise Drive	C	Fire alarm sounding	E111, E121	Investigate, false alarm

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

MEETING DATE: March 14, 2017

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Consider Fire Department's request to change EMS collection agency provider.*

ATTACHMENTS:

- COLLECTIONS AGREEMENT CHANGE (PDF)
- LifeQuest Addendum2-17-117-002-16-redacted (PDF)

Memo



To: Honorable Mayor Michael Walsh
Members of the Common

From: Alan Matzke, Fire Chief *A.E.M.*

Date: March 6, 2017

Re: Request to Consider Change in Collection Agreement

On August 20, 2013, the City Council approved an agreement with EMS Medical Billing Associates, LLC for emergency medical services (EMS) user fee billing services. The agreement provided that either the EMS Billing Group or the City would subcontract for bill collection services. The City of De Pere entered into an agreement with Americollect, Inc., on February 26, 2015 to pursue collections on all delinquent claims turned over to Americollect, Inc. from EMS Medical Billing Associates, LLC.

On August 24, 2016, the City Council approved an agreement with Life Line Billing Systems, LLC and terminated its agreement with EMS Medical Billing Associates, LLC. Life Line Billing Systems, LLC offers the service of collections of delinquent claims and has proposed a service fee less than that charged by our current provider. They further claim improved customer service and communication as they propose executing both cycles of the billing and collection process.

I have attached the data provided by Americollect, Inc. for the entire history of the agreement.

I believe that Americollect, Inc. has been a quality subcontractor for the City of De Pere and I have no issue with the service they have provided. Life Line Billing Systems, LLC has been a positive change with regards to (EMS) user fee billing services and I believe they can be competitive as a total service billing and collection subcontractor; therefore, I am asking for approval to accept their proposal and to provide the requisite 30 days' notice of termination of agreement to Americollect, Inc.

Thank you for consideration, and I am always available for questions or additional information.

Attachment: COLLECTIONS AGREEMENT CHANGE (5608 : Consider Fire Department's request to change collection agreement.*)

Billing for De Pere Fire Rescue

ADDENDUM TO THE SERVICE AGREEMENT

This ADDENDUM ("Addendum") is to the Service Agreement ("Agreement") which was entered into the Twenty-ninth (29th) day of August, 2016, ("Effective Date") by and between the City of De Pere ("Service Provider") and Life Line Billing Systems, LLC., d/b/a LifeQuest Services ("Agency") the Parties entering into this Addendum to that Agreement for the sole purpose of adding third party collection phases to become effective on the last date this Addendum to the Service Agreement is signed by the Agency.

Section 1. The following shall be added to the original Agreement by this Addendum as if fully set forth therein pursuant to Article 9, Section 9.8 and shall take precedence over any conflicting provision of the Agreement.

Article 1 **Recitals**

Paragraph 1.3 is hereby amended to read: **Account Status.** Agency provides billing services for Service Provider on Patient Accounts and other services as provided in this Agreement.

Article 2 **Definitions**

Paragraph 2.1.3 is hereby amended to read: "Default Accounts" means Patient Accounts that are delinquent and considered in default by the Service Provider.

Paragraph 2.1.7 "Fair Debt Collection Practices Act" means 15 U.S.C. § 1692-1692p, as amended.

Paragraph 2.1.8 "Phase Two" means in accordance with the Fair Debt Collection Practices Act, the Debtors will receive a validation of debt notice on their delinquent account. After the 30 day validation period multiple attempts are made by telephone and written correspondence to contact the debtor and collect payment. If the debtor cannot pay in full the Agency tries to establish a payment plan. The agency sets up the maximum payment the patient can afford within the guidelines set forth by the Service Provider.

If the Agency is unable to locate the debtor the Agency will periodically perform skip tracing in order to locate the debtor and obtain payment. The Agency will attempt to resolve any insurance issues that may still exist based on information obtained from the Debtor.

If the debt has not been collected after 90 days, unless some other timeframe is mutually agreed to by the parties, the account is moved to Phase Three.

Paragraph 2.1.9 "Phase Three" means at this point in the collections process Agency will report the Patient's credit report with a bad debt notice.

Patient Accounts that are not paid in the first two Phases are sent a request for payment letter. Additional attempts via correspondence and phone calls are made until either the debt is collected or we have reached statute of limitations to collect the debt. Agency will also attempt other direct contacts with the Patient.

If requested by the Service Provider, Agency will assemble information needed for the Service Provider to start legal proceedings against Patients whose accounts are still delinquent. The determination whether to bring suit against the Patient is solely the decision of the Service Provider and initiated by the Service Provider.

Throughout the Collection Procedures the Agency continues to trace and skip-trace Patients that we have been unable to locate as well as resolve any insurance problems that might still exist for Patients. In addition to this, Agency secures letters of protection from attorneys in situations that may involve lengthy litigation.

Article 4 **Obligations of Service Provider**

4.6 Compliance with Fair Debt Collection Practices Act. Service Provider shall comply with the Fair Debt Collection Practices Act and any other federal or state law or regulation pertaining to collection of Patient Accounts in default.

Article 6 **Fees**

6.1 Fees. Service Provider shall pay Agency the fees set forth in this Article ("Fees").

6.1.1 Phase One. [REDACTED] % of the Patient Accounts collected in Phase One ("Phase One").

6.1.2 Phase Two. [REDACTED] % of the Patient Accounts collected in Phase Two as further detailed in Exhibit A-2 attached hereto ("Phase Two").

6.1.3 Phase Three. [REDACTED] % of the Patient Accounts collected in Phase Three as further detailed in Exhibit A-2 attached hereto and incorporated by reference ("Phase Three").

6.1.4 Additional Services. If Agency wishes to perform services in certain circumstances other than those outlined in this Agreement, Agency shall obtain prior written approval of both the additional service and the charge therefore from Service Provider.

Section 2. The following shall be removed from the original Agreement by this Addendum as if fully set forth therein pursuant to Article 9, Section 9.8 and shall take precedence over any conflicting provision of the Agreement.

Article 6

Fees

6.1. Fees. Service Provider shall pay Agency the fees set forth in this Article ("Fees")

6.1.1 Phase One. [REDACTED] % of the Customer Accounts collected. ("Phase One")

6.1.2 Additional Services. If Agency wishes to perform services in certain circumstances other than those outlined in this Agreement, Agency shall obtain prior written approval of both the additional service and the charge therefore from Service Provider.

Section 3. All other terms and conditions of the Agreement shall remain in full force and effect and unchanged by this Addendum.

Agency:
Life Line Billing Systems, LLC, d/b/a
LifeQuest Services
a Delaware limited liability company

Service Provider:
City of De Pere
a Wisconsin municipal corporation

By: Michael J. Finn
Its: CEO
Dated: _____

By: Michael J. Walsh
Its: Mayor
Dated: _____

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: March 14, 2017

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Consideration of Revised Revolving Loan Fund documents for Honey Court Hashery, LLC (1104 Honey Court)

The Finance/Personnel Committee approved a Revolving Loan Fund with Black Honey Hashery in October of 2016. Security position on the equipment, life insurance, a personal guaranty were proposed as the collateral for the \$65,500 loan. The applicant has been unable to secure a life insurance policy and has asked that the equipment security and personal guaranty suffice as the collateral for the loan. The project is currently under construction. The RLF will be used to purchase equipment for the facility. The Revolving Loan Fund account balance is currently over the permitted cap rate and a refund to the State may be required if loans are not issued before June of 2017.

ATTACHMENTS:

- FP Memo Black Honey Hashery 10-16(DOCX)
- Application Form (PDF)
- Executive Summary (PDF)
- Black Honey Hashery LLC - Loan Agreement revised for March 2017 F-P (PDF)
- Black Honey Hashery LLC - Promissory Note revised for March 2017 F-P (PDF)
- Amortization Schedule-Black Honey Hashery, LLC (PDF)
- Black Honey Hashery, LLC - Personal Guarantee (PDF)

City of De Pere MEMORANDUM



To: Finance & Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: June 7, 2016

RE: **Revolving Loan Fund (RLF) Application for Black Honey Hashery**

PROJECT SUMMARY

In August of 2016, the Common Council authorized staff to negotiate a Revolving Loan Fund (RLF) for Honey Court Hashery LLC, for their proposed restaurant at 1104 Honey Court (former Kimco Engraving).

They are requesting \$65,500 for equipment and working capital. The project will create 9 jobs (4 full time and 5 part time), which meets the RLF program requirements (\$20,000/employee). Per the loan agreement, the 4 full time positions must be created within 12 months.

The owner plans to use the RLF funds as part of a \$200,000 business startup (equipment, furnishings, inventory labor). In addition to the sources and uses identified for the business startup, the owner has already purchased the property for \$165,000, and is planning building renovations estimated at \$480,000.

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

Sources and Uses

Sources

US Bank Loan - \$134,500
 De Pere Revolving Loan Fund - \$65,500
 (\$44,400 equipment & \$21,000 working capital)
 Total: \$200,000

Uses

Working Capital - \$42,000
 Equipment and FF&E - \$88,800
 Other Startup Costs - \$62,000
 Total: \$200,000

RLF Loan Terms

- Loan Amount: \$65,500
- Interest Rate: 1%
- Term: 7 years
- Collateral: \$65,500 Purchase Money Security, Personal Guaranty and Life Insurance
- Payments: Monthly
- Other: Borrower to create 4 full-time jobs 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 me.

	CITY OF DE PERE APPLICATION FOR REVOLVING LOAN FUND	Date: _____	

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Business Applicant Information

Applicant Name (Business) <i>Black Honey Hashery L.L.C.</i>		Authorized Representative (CEO) <i>Molly Bloma</i>	
Mailing Address <i>620 N. Superior St</i>	City <i>De Pere</i>	State <i>WI</i>	ZIP Code <i>54115</i>
Email Address <i>mollybloma@gmail.com</i>	Phone Number (incl. area code) <i>920-621-4534</i>	Fax Number (incl. area code)	

SECTION 2: Contact Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity)	Contact Person	Title	
Mailing Address	City	State	ZIP Code
Email Address	Phone Number (incl. area code)	Fax Number (incl. area code)	

SECTION 3: City Loan Information

Type of Loan Request:	Working Capital Equipment / Machinery Land / Site Acquisition Construction
Use of RLF Funds:	<i>10,000 Inventory Food Kitchen 1,100 opening wages 10,000 working 30,000 Equipment 14,400 = Dining Room Equipment</i>
# of Jobs to be Created or Retained:	<i>9</i>
Loan Amount Requested (\$20,000 per FTE):	<i>150 \$ 65,500.00</i>
Target Loan Closing Date:	<i>August 7th or as soon as possible</i>

SECTION 4: Project Financing Information

Project Sources of Funding		Project Uses of Funding	
Personal financing for Project:		Land & Building:	
Private Financing for Project:		Equipment:	<i>44,400</i>
Other Financing for Project:	<i>Bank loan 134,500</i>	Working Capital:	<i>21,100</i>
City RLF Financing for Project:	<i>65,500</i>	Other:	
TOTAL Project Sources:	<i>200,000</i>	TOTAL PROJECT Uses:	<i>65,500</i>

Please attach the detailed loan application materials as defined below.

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative this RLF Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Name of Owner/Authorized Representative (please print) <i>Molly Bloma</i>	Title <i>owner/chef</i>	Phone Number <i>920-621-4534</i>
Signature of Applicant <i>Molly A Bloma</i>		Date Signed <i>7-7-16</i>

Black Honey Hashery

1104 Honey Court, De Pere wi 54115

Executive Summary

Black Honey Hashery is determined to become a daily necessity for the local coffee addicts, a place to relax as you try to escape the daily stresses of life, a comfortable place to meet friends, or a quick jump start before work. With the growing demands for high quality gourmet coffee, tea and craft soda paired with holsum meals made from scratch and exceptional service, Black Honey Hashery will capitalize on its proximity to 8,957 De Pere residents, employees of the East Business park, 18,000 cars that pass by each day, along with Saint Norbert college and De Pere High school campuses. In order to build a core group of repeat customers, Black Honey Hashery will offer its customers the best prepared coffee in the area that will be complemented with pastries as well as a reasonable and competitively priced cafe menu.

The company will operate a 2,800 square foot coffee-cafe one mile from downtown De Pere adjacent to hwy 57 and on the border of the East Business park. The owner has secured this location with an initial personal fund equal to \$165,000. The remaining investment of \$200,000.00 will be obtained through bank loans. The company is projecting sales growth from \$570,285.00 in year one to \$690,045.00 by year three. Black Honey Hashery will strive to maintain a 70% gross margin.

Objectives

Black Honey Hashery objectives for the first year of operations are:

- Maintain a 70% gross margin
- Generate a \$13,000 positive cash flow
- Increase second and third year sales by 10%
- Reinvest profits back into the company
- Grow a return customer base

Keys to success

The store location and design is to be visually attractive, provide fast and efficient service to a variety of customers.

Employee training is a priority to insure the best product preparation techniques.

Marketing strategies will be aimed at building a solid base of loyal customers.

Mission

Black Honey Hashery's intention is to create a unique place where customers can socialize with each other in a comfortable and relaxing environment while enjoying the best brewed coffee and cafe menu in De Pere. We will be in the business of helping customers to relieve their daily stresses by providing great ambiance, convenient location, friendly customer service, and products of high quality. In addition, Black Honey Hashery will reinvest its profits to increase customer and employee satisfaction, build additional loyalty and remain competitive in the market place.

LOAN AGREEMENT
Black Honey Hashery L.L.C.

THIS AGREEMENT made and entered into this _____ day of _____, 2017, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”) and Black Honey Hashery L.L.C., a Wisconsin limited liability company (“Borrower”).

WHEREAS, Borrower seeks to establish a restaurant at 1104 Honey Court (Parcel ED-1469), 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-Five Thousand Five Hundred Dollars (\$65,500) to enable it to purchase equipment (\$44,400) and provide working capital (\$21,100) to finance such business creation; 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, relocation of an existing business, 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-Five Thousand Five Hundred Dollars (\$65,500) for the purpose of equipment purchase and working capital to accomplish opening a new restaurant at 1104 Honey Court. The following shall secure the debt:

A. Promissory Note. The \$65,500 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. Purchase Money Security Interest. As additional security for the equipment to be purchased with a portion of the loan proceeds shall be subject to a Uniform Commercial Code

(UCC) Financing Statement as a purchase money lien. A copy of the UCC Financing Statement for such equipment purchased is attached and incorporated as Exhibit B.

C. Personal Guarantee. As further security for this loan, Molly Ann Bluma, principal member of Borrower, shall execute a legally binding Personal Guarantee of Specific Transaction in the amount of the loan, a copy of which is attached and incorporated herein as Exhibit C.

~~D. Life Insurance Policy. As final security for the loan, Molly Ann Bluma shall either purchase a life insurance policy in an amount not less than \$65,500, naming the City as the designated beneficiary thereunder, or designate city as beneficiary on an existing life insurance policy in an amount not less than \$65,500. 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 \$65,500, 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 such policy shall be attached and incorporated herein as Exhibit D.~~

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 four (4) full-time equivalent positions from the date of execution of this Loan Agreement to a date twelve (12) months from such execution. Of these positions, at least three (3) 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 twelve (12) months from the execution of such Agreement, of the four (4) 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 not place any additional encumbrance of any kind on the real estate, improvements therein, or equipment secured by the purchase money lien.

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

F. 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.

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

H. 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-Five Thousand Five Hundred Dollars (\$65,500) 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 restaurant at 1104 Honey Court, De Pere, WI. The parties recognize that the proceeds of the loan, which are contemplated by this Agreement to be an amount of Sixty-Five Thousand Five Hundred Dollars (\$65,500), 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 forces 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 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 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 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:

Black Honey Hashery L.L.C.
Attn: Molly Ann Bluma
620 North Superior Street
De Pere, WI 54115

If to City:

City of De Pere
Attn: City Administrator
335 S. 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.

BLACK HONEY HASHERY L.L.C.

CITY OF DE PERE

By: _____
Molly Ann Bluma, Member

By: _____
Michael J. Walsh, Mayor

By: _____
Shana D. Ledvina, Clerk-Treasurer

H:\azills\Economic Development Loans\Black Honey Hashery-Loan Agreement

PROMISSORY NOTE

\$65,500

Date: _____
De Pere, Wisconsin

FOR VALUE RECEIVED on this date, Black Honey Hashery L.L.C., 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-Five Thousand Five Hundred Dollars (\$65,500), 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, Maker has entered into a Loan Agreement. Such loan is further secured through a UCC purchase money lien on certain equipment purchased with some of the proceeds of this loan. Additionally, such loan is secured through the execution of Personal Guarantee of Specific Transaction by Molly Ann Bluma, ~~and further secured through a life insurance policy on Molly Ann Bluma.~~

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.

BLACK HONEY HASHERY L.L.C.

By: _____
Molly Ann Bluma, Member

H:\azills\Economic Development Loans\Black Honey Hashery (Bluma) Promissory Note.docx

Monthly Amortization Schedule

Amount of Note: 65,500
Number of Months: 84
Interest Rate: 1.00%

Calculated Payment: \$807.70

<u>Payment Number</u>	<u>Interest</u>	<u>Principal</u>	<u>Total Payment</u>	<u>Balance</u>
				\$65,500.00
1	\$54.58	\$753.11	\$807.70	\$64,746.89
2	\$53.96	\$753.74	\$807.70	\$63,993.15
3	\$53.33	\$754.37	\$807.70	\$63,238.78
4	\$52.70	\$755.00	\$807.70	\$62,483.78
5	\$52.07	\$755.63	\$807.70	\$61,728.15
6	\$51.44	\$756.26	\$807.70	\$60,971.90
7	\$50.81	\$756.89	\$807.70	\$60,215.01
8	\$50.18	\$757.52	\$807.70	\$59,457.49
9	\$49.55	\$758.15	\$807.70	\$58,699.34
10	\$48.92	\$758.78	\$807.70	\$57,940.56
11	\$48.28	\$759.41	\$807.70	\$57,181.15
12	\$47.65	\$760.05	\$807.70	\$56,421.10
13	\$47.02	\$760.68	\$807.70	\$55,660.42
14	\$46.38	\$761.31	\$807.70	\$54,899.11
15	\$45.75	\$761.95	\$807.70	\$54,137.16
16	\$45.11	\$762.58	\$807.70	\$53,374.58
17	\$44.48	\$763.22	\$807.70	\$52,611.36
18	\$43.84	\$763.85	\$807.70	\$51,847.51
19	\$43.21	\$764.49	\$807.70	\$51,083.02
20	\$42.57	\$765.13	\$807.70	\$50,317.89
21	\$41.93	\$765.77	\$807.70	\$49,552.13
22	\$41.29	\$766.40	\$807.70	\$48,785.72
23	\$40.65	\$767.04	\$807.70	\$48,018.68
24	\$40.02	\$767.68	\$807.70	\$47,251.00
25	\$39.38	\$768.32	\$807.70	\$46,482.68
26	\$38.74	\$768.96	\$807.70	\$45,713.72
27	\$38.09	\$769.60	\$807.70	\$44,944.12
28	\$37.45	\$770.24	\$807.70	\$44,173.87
29	\$36.81	\$770.89	\$807.70	\$43,402.99
30	\$36.17	\$771.53	\$807.70	\$42,631.46
31	\$35.53	\$772.17	\$807.70	\$41,859.29
32	\$34.88	\$772.81	\$807.70	\$41,086.48
33	\$34.24	\$773.46	\$807.70	\$40,313.02
34	\$33.59	\$774.10	\$807.70	\$39,538.92
35	\$32.95	\$774.75	\$807.70	\$38,764.17
36	\$32.30	\$775.39	\$807.70	\$37,988.78
37	\$31.66	\$776.04	\$807.70	\$37,212.74
38	\$31.01	\$776.69	\$807.70	\$36,436.05
39	\$30.36	\$777.33	\$807.70	\$35,658.72

<u>Payment Number</u>	<u>Interest</u>	<u>Principal</u>	<u>Total Payment</u>	<u>Balance</u>
40	\$29.72	\$777.98	\$807.70	\$34,880.74
41	\$29.07	\$778.63	\$807.70	\$34,102.11
42	\$28.42	\$779.28	\$807.70	\$33,322.83
43	\$27.77	\$779.93	\$807.70	\$32,542.90
44	\$27.12	\$780.58	\$807.70	\$31,762.32
45	\$26.47	\$781.23	\$807.70	\$30,981.09
46	\$25.82	\$781.88	\$807.70	\$30,199.22
47	\$25.17	\$782.53	\$807.70	\$29,416.68
48	\$24.51	\$783.18	\$807.70	\$28,633.50
49	\$23.86	\$783.84	\$807.70	\$27,849.67
50	\$23.21	\$784.49	\$807.70	\$27,065.18
51	\$22.55	\$785.14	\$807.70	\$26,280.04
52	\$21.90	\$785.80	\$807.70	\$25,494.24
53	\$21.25	\$786.45	\$807.70	\$24,707.79
54	\$20.59	\$787.11	\$807.70	\$23,920.68
55	\$19.93	\$787.76	\$807.70	\$23,132.92
56	\$19.28	\$788.42	\$807.70	\$22,344.50
57	\$18.62	\$789.08	\$807.70	\$21,555.42
58	\$17.96	\$789.73	\$807.70	\$20,765.69
59	\$17.30	\$790.39	\$807.70	\$19,975.30
60	\$16.65	\$791.05	\$807.70	\$19,184.25
61	\$15.99	\$791.71	\$807.70	\$18,392.54
62	\$15.33	\$792.37	\$807.70	\$17,600.17
63	\$14.67	\$793.03	\$807.70	\$16,807.14
64	\$14.01	\$793.69	\$807.70	\$16,013.45
65	\$13.34	\$794.35	\$807.70	\$15,219.09
66	\$12.68	\$795.01	\$807.70	\$14,424.08
67	\$12.02	\$795.68	\$807.70	\$13,628.40
68	\$11.36	\$796.34	\$807.70	\$12,832.06
69	\$10.69	\$797.00	\$807.70	\$12,035.06
70	\$10.03	\$797.67	\$807.70	\$11,237.39
71	\$9.36	\$798.33	\$807.70	\$10,439.06
72	\$8.70	\$799.00	\$807.70	\$9,640.06
73	\$8.03	\$799.66	\$807.70	\$8,840.40
74	\$7.37	\$800.33	\$807.70	\$8,040.07
75	\$6.70	\$801.00	\$807.70	\$7,239.07
76	\$6.03	\$801.66	\$807.70	\$6,437.41
77	\$5.36	\$802.33	\$807.70	\$5,635.08
78	\$4.70	\$803.00	\$807.70	\$4,832.08
79	\$4.03	\$803.67	\$807.70	\$4,028.41
80	\$3.36	\$804.34	\$807.70	\$3,224.07
81	\$2.69	\$805.01	\$807.70	\$2,419.06
82	\$2.02	\$805.68	\$807.70	\$1,613.38
83	\$1.34	\$806.35	\$807.70	\$807.02
84	\$0.67	\$807.02	\$807.70	(\$0.00)
Totals	<u>\$2,346.52</u>	<u>\$65,500.00</u>	<u>\$67,846.52</u>	

Attachment: Amortization Schedule-Black Honey Hashery, LLC (5571 : Revolving Loan Fund Loan with Black Honey Hashery)

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. GUARANTEE. For value received, and to induce the City of De Pere (Lender) to extend credit to Black Honey Hashery L.L.C., a Wisconsin Limited Liability Corporation, (Debtor), Molly Ann Bluma (hereinafter “the Undersigned”) principal member of Black Honey Hashery L.L.C., 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 Sixty-Five Thousand Five Hundred Dollars (\$65,500), 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

Page 2 of 2

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

Molly Ann Bluma
620 Superior Street
De Pere, WI 54115

Personally came before me this ____ day of _____, 2017, the above named Molly Ann Bluma to be known to be the person who executed the foregoing instrument and acknowledged the same.

H:\azills\Economic Development Loans\Black Honey Hashery, LLC - Personal Guarantee.docx

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: March 14, 2017

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: New Leaf Cooperative Market project update and request to purchase a portion of Parcel ED-881. *

ATTACHMENTS:

- Property Acquisition FP 3-2017 (PDF)
- FP Memo January 2016 (PDF)
- NLF Market_320 WI-Revised Plan-030317 (PDF)



To: Finance/Personnel Committee
From: Kimberly Flom, Economic Development & Planning Director
Date: March 14, 2017

RE: New Leaf Cooperative Grocery Presentation and Property Acquisition Request

New Leaf Market Presentation

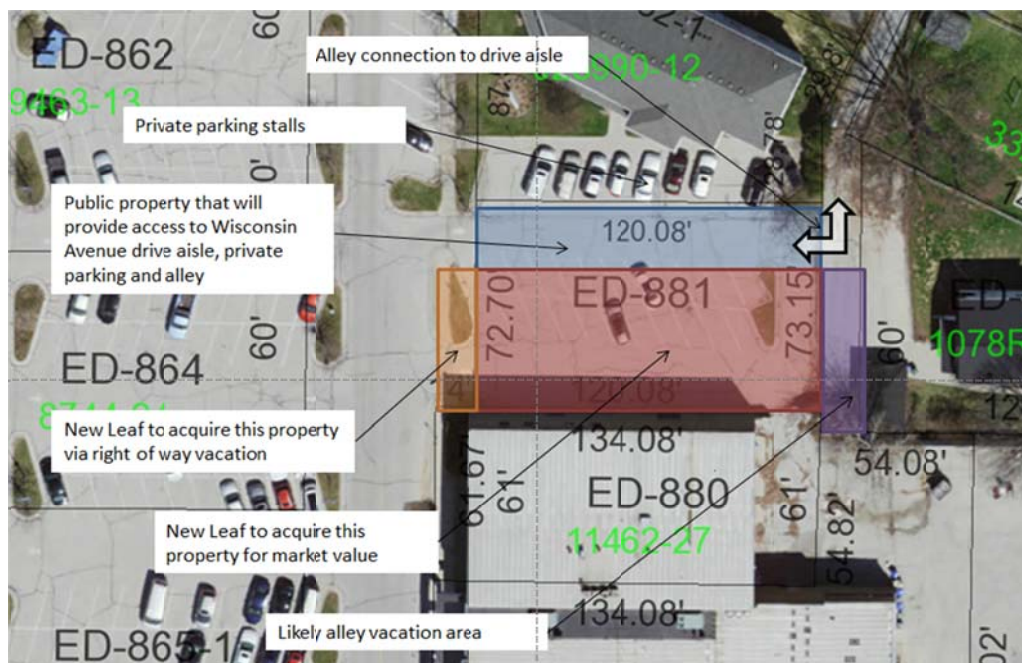
New Leaf Market will be presenting a short summary of their project and progress to date.

Property Acquisition Request

New Leaf has requested to purchase part of a City owned parking lot (Parcel ED-881) in order to construct a building expansion for their grocery store, the New Leaf Market Cooperative. The Common Council authorized an appraisal of the property in January 2017. The attached January Finance/Personnel memo provides reference and includes additional project history. This supplementary memo includes project updates and proposed acquisition terms.

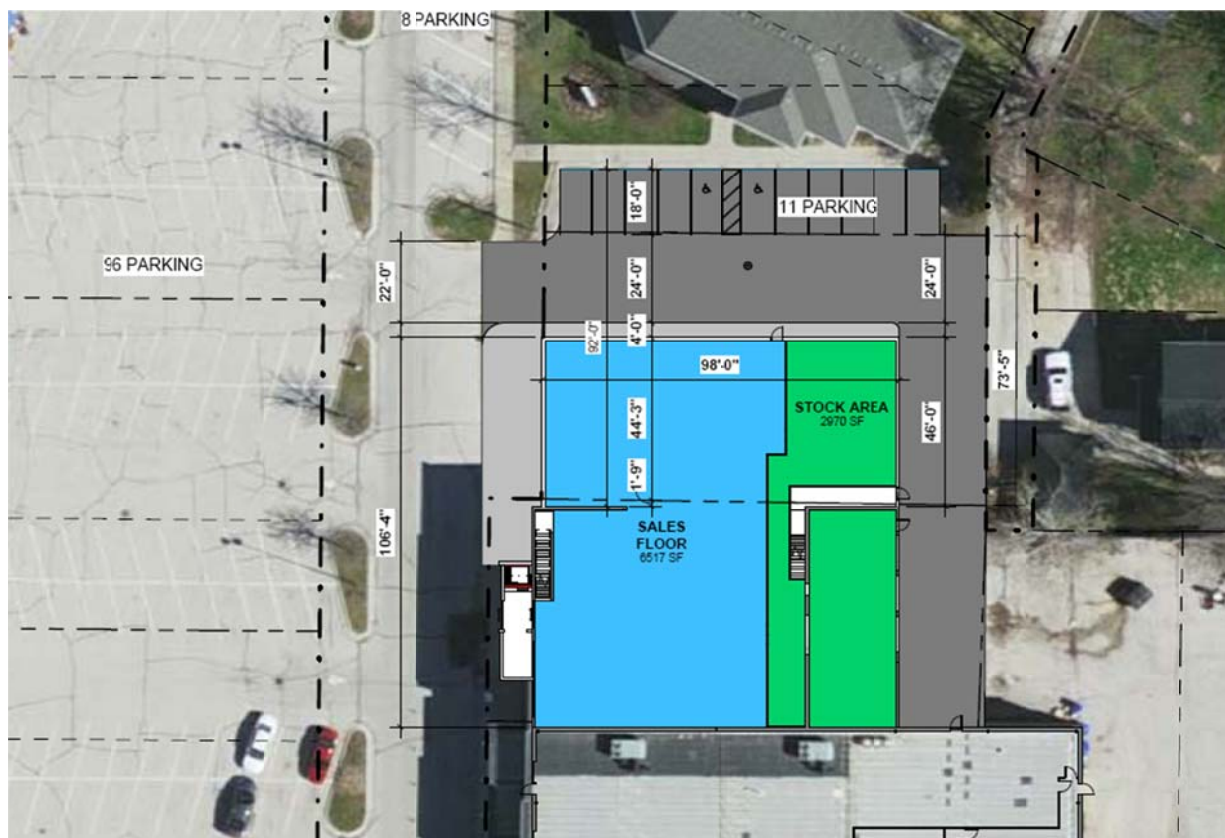
The appraised value of the 8,757-s.f. lot is \$70,000 (\$7.99/s.f. or \$348,000/acre).

In order to develop a 10,000 s.f. grocery store, New Leaf would like to acquire approximately 6,800 s.f. Some of the land is from Parcel ED-881 (+/- 6,000 s.f.) and some of the Land is currently City owned right of way (+/- 800 s.f.). New Leaf proposes to purchase part of ED-881, and is requesting that the City vacate part of the Wisconsin Street right of way (to align with a previous vacation that occurred for the existing shopping center).



Project progress

Site Plan



Draft New Leaf Preliminary Site Plan

New Leaf provided the above preliminary site plan (also attached) that illustrates the proposed building expansion. Staff has not completed a full zoning review of this plan. Formal site plan review, including interdepartmental comment, will occur when the entire plan set is completed and submitted with an application.

The drive aisle located between the proposed building and the existing private Voyageur Office building stalls would remain publicly owned and would be connected to the existing alley to the east in order to provide better circulation. With that connection, the city may consider vacating a portion of the alley right of way located behind the New Leaf expansion.

Neighboring Property Owners

Staff has met with the owners of the Voyageur office building, located north of the parking lot, a few times in order to keep them informed and solicit feedback on the project. The property owners have expressed support for a site plan that includes the following minimum dimensions from their parking stalls to the proposed building addition:

- 18' parking lot depth for their private stalls
- 24' drive aisle
- 4'-5' curbed sidewalk

The preliminary site plan satisfies these dimensional requirements. They also expressed a desire that the building facades reflect the high quality design of other new development in Downtown De Pere, specifically the north side of the building, which will be very visible from the front door of the office building. While the owners reiterated that they support and encourage a grocery store in Downtown De Pere, they do have concerns about construction staging and timing. As the project moves forward, New Leaf representatives will meet with the ownership in an effort to come to an agreement that satisfies both parties. The City will help facilitate and make every effort to ensure that the office building remains functional and easily accessible during the construction period.

Downtown Parking

As mentioned in the January memo, Parcel ED-881 currently functions as a municipal owned parking lot and provides 23 long-term parking spaces in Downtown De Pere. The New Leaf grocery store project would eliminate those spaces.

At the January meeting, the Council requested feedback about the loss of parking from neighboring property owners and Definitely De Pere. The Voyageur Office building owners are concerned about the loss of parking, but support the plan as long as access to their site is maintained in an efficient manner. The adjacent property owners support the loss of parking, as evidenced by their support of the revised cross access easement. Definitely De Pere supports the New Leaf project and feels that the value of a Downtown grocer far outweighs the loss of spaces in this particular area.

Based on the abundance of existing parking in this specific geographical area, combined with the usage patterns, we believe that redeveloping parcel ED-881 will not have a significant detrimental effect to existing parking patterns. However, parking needs should be reviewed if additional redevelopment is proposed in this area. Staff did include a revision to the cross access agreement that would not permit any further loss of parking regulated by the agreement unless all four parties agreed in writing.

Cross Easement Agreement

The City circulated the Cross Easement Agreement to the respective property owners. At the time of this memo, Shopko representatives have signed the agreement. The two other owners acknowledged receipt of the agreement and said they would send it back soon.

Proposed Acquisition Terms

Property to be sold at the appraised value of \$7.99/s.f., currently estimated at \$47,940 for 6,000 square feet. Actual site area to be determined as part of a certified survey map process.

City Obligations:

- Obtain a CSM for acquisition parcel. This will require hiring a surveyor to complete the CSM, and Plan Commission and Common Council review.
- Begin right of way vacation for Wisconsin Street (small area of land) and Alley. This will require hiring a surveyor for legal descriptions and maps for vacation in addition to publication and recording costs.
- Obtain a Phase 1 Environmental Assessment of the property. This will require hiring an engineering consultant.
- Pay closing costs, including cost of title insurance. City closing costs should be limited to customary seller costs, such as title insurance and letter of no specials. Buyer would be responsible for recording fee.
- Complete and execute cross access easement revision.

The Capital Projects Fund will finance the City Obligations. These items were not included in the 2017 budget. The sale proceeds will then reimburse the Capital Projects Fund. Agreement will also include provision that if the property reverted back to the City in the event of a default, the Developer would be responsible for payment of the above costs.

Developer Obligations:

Prior to closing

- Documentation that all financing for the project is in place.
 - Private Loans
 - WEDC
 - Equity
 - Revolving Loan Funds
 - Any others
- Complete site plan application submitted to the City of De Pere.
- Signed construction contract
- Closing on purchase of adjacent parcel

After closing

- Project to be constructed and issued full occupancy within 12 months of closing.
- Relocate existing storm sewer.
- Easement vacation or relocation request.

Property Reversion:

If developer does not comply with obligations, after appropriate notice, the City may repurchase property at price sold to buyer, less any liens/ taxes/assessments owed. City would become owner of any improvements to property completed at that time.

If City repurchases property, developer to be responsible for all costs incurred for the City obligations as listed above.

Next Steps

Consideration of a property appraisal is one of many municipal approvals necessary in order to complete the New Leaf Market Co Op. Here is an abbreviated list of other City reviews with progress updates:

Phase 1 –LAND ACQUISITION

Cross Easement Amendment - *Complete waiting on signatures*

Property Appraisal - *Complete*

Acquisition Terms – reviewed by Finance/Personnel and Council

Certified Survey Map –reviewed by Plan Commission and Council

Right of Way Vacation – reviewed by Plan Commission and Council

Purchase/Development Agreement reviewed by Finance/Personnel and Council

Phase 2 - FINANCING

Revolving Loan Fund Request and Terms – *County loan review anticipated in March. City loan review anticipated in April.*
Loan Documents

Phase 3 - PLANNING AND PERMITTING

Site Plan
Building and Health Permits

Recommendation:

Recommend sale of part of parcel ED-881 to New Leaf Market Cooperative in order to develop a grocery store. Authorize staff to begin the next steps that include obtaining a certified survey map, drafting a purchase agreement and beginning the right of way vacation process.

The Common Council will also review this item. If you have, any questions about this item prior to the meeting, feel free contact me.

City of De Pere MEMORANDUM



To: City of De Pere Finance and Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: January 10, 2017

RE: **Property Appraisal Request – New Leaf Market Cooperative – Parcel ED 881**

Request Summary

New Leaf has requested to acquire part of a City owned parking lot in order to construct a building expansion for their grocery store, the New Leaf Market Cooperative. An appraisal is necessary in order to determine market value of the parcel.

Project History

In the fall of 2015, the City of De Pere applied for a WEDC Community Development Investment Grant on behalf of New Leaf Market Cooperative in order to facilitate the development of a downtown grocery store. In June of 2016, WEDC awarded a \$250,000 grant to New Leaf in order to pursue the project.

New Leaf originally planned to lease space in the 310 N Wisconsin building (the shopping center immediately north of Shopko). The building was sold during the grant review period, which made leasing the space unfeasible. New Leaf representatives then worked on an alternative plan in order to remain in Downtown De Pere. On December 2, 2016, they reached an agreement on an offer to purchase the currently vacant, two-story building located at 320 N. Wisconsin Street.

The floorplate of the existing building is not large enough to accommodate the space needed for the New Leaf Market cooperative. New Leaf representatives approached the City with a request to acquire a portion of the parking lot located just north of the building, parcel ED-881. They propose to expand the 320 N. Wisconsin building in order to provide adequate space for the grocery store.

The revised project scope has a number of benefits including a desirable location in downtown De Pere as well as property ownership, which provides collateral for the necessary financing. However, the new location has also increased the project scope and budget.

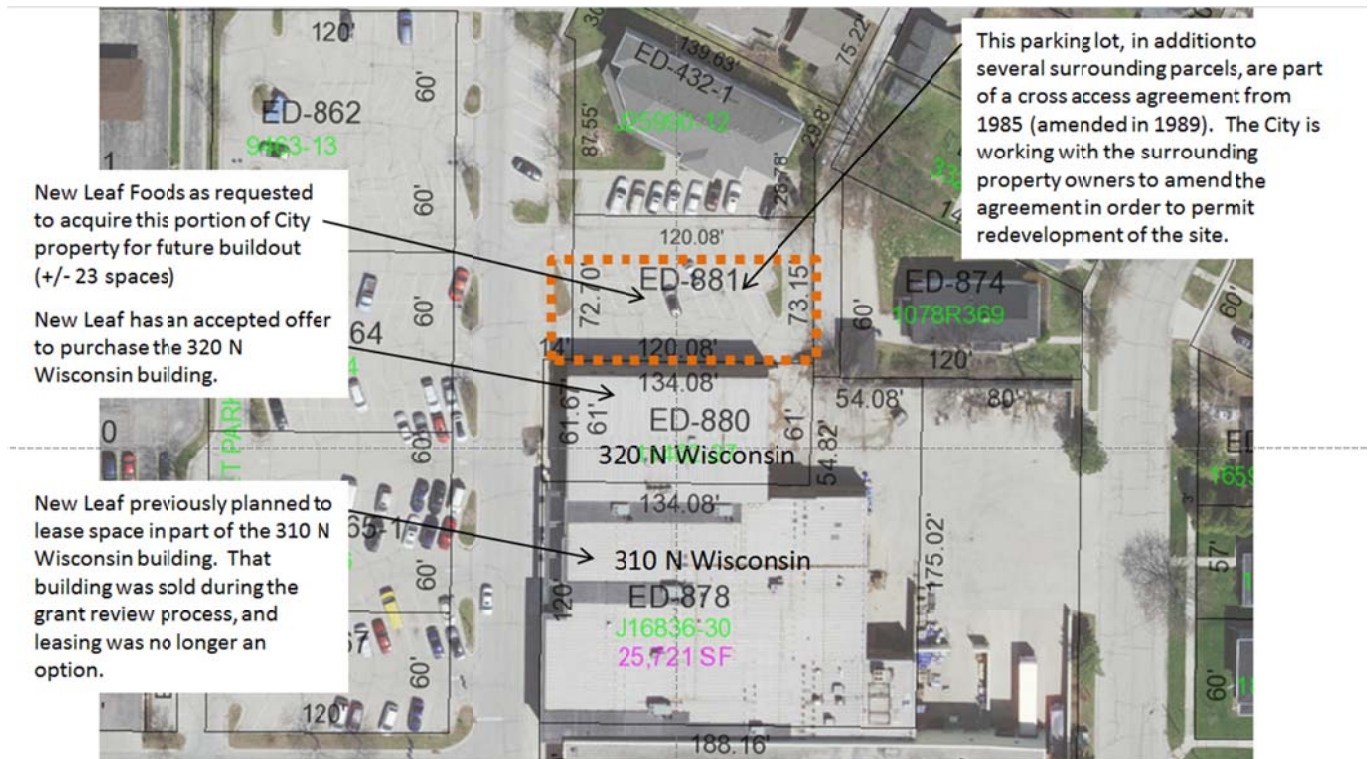
While the New Leaf project has not required any City approvals in the last year, their members have been busy preparing for project implementation. The attachments to this memo provide a progress report from the past year as well as a proposed timeline.

The New Leaf Market Cooperative project aligns with the Downtown Master Plan in a number of ways, including:

- Survey participants listed a grocery store as the #1 desired business in Downtown De Pere.
- The project would increase business and private investment by occupying and expanding an existing vacant building.

Attachment: FP Memo January 2016 (5606 : New Leaf Project Update and Property Acquisition Request*)

- Converting a municipal owned parking lot into a building will increase the tax base in TID #7.
- Adding a grocery store, particularly one that focuses on locally accessible and organic products, will capitalize on a growing downtown De Pere key business niche of high quality food related establishments that range from restaurants to specialty shops to catering.



Downtown Parking

Parcel ED-881 currently functions as a municipal owned parking lot and provides 23 long-term parking spaces in Downtown De Pere. These spaces are currently underutilized, but the adjacent 2-story building is also vacant.

The Downtown Master Plan encourages urban redevelopment of many sites but also notes the importance of parking to a successful business district. The plan notes that 'parking should be adequate in supply and convenient to use, without dominating the urban fabric and character of Downtown.' Based on the abundance of existing parking in this specific geographical area, combined with the usage patterns, we believe that redeveloping parcel ED-881 will not have a significant detrimental effect to existing parking patterns.

Cross Easement Agreement

The parcel is part of a cross easement agreement between the City of De Pere and the owners of Shopko, 310 N. Wisconsin and 320 N. Wisconsin. The agreement includes a site plan that designates parcel ED-881 as a parking lot. This easement agreement must be amended to remove that requirement before the property can be redeveloped. Staff reached out to affected property owners, and provided a draft revised easement agreement. All parties have been verbally supportive of the request to amend the agreement and their respective legal counsels are currently reviewing the documents.

Next Steps

Consideration of a property appraisal is one of many municipal approvals necessary in order to complete the New Leaf Market Co Op. Here is an abbreviated list of other City reviews:

Phase 1 –LAND ACQUISITION

- Cross Easement Amendment
- Property Appraisal
- Certified Survey Map – if property lines are modified
- Sales Agreement/Purchase Option/Development Agreement

Phase 2 - FINANCING

- Revolving Loan Fund Request and Terms
- Loan Documents

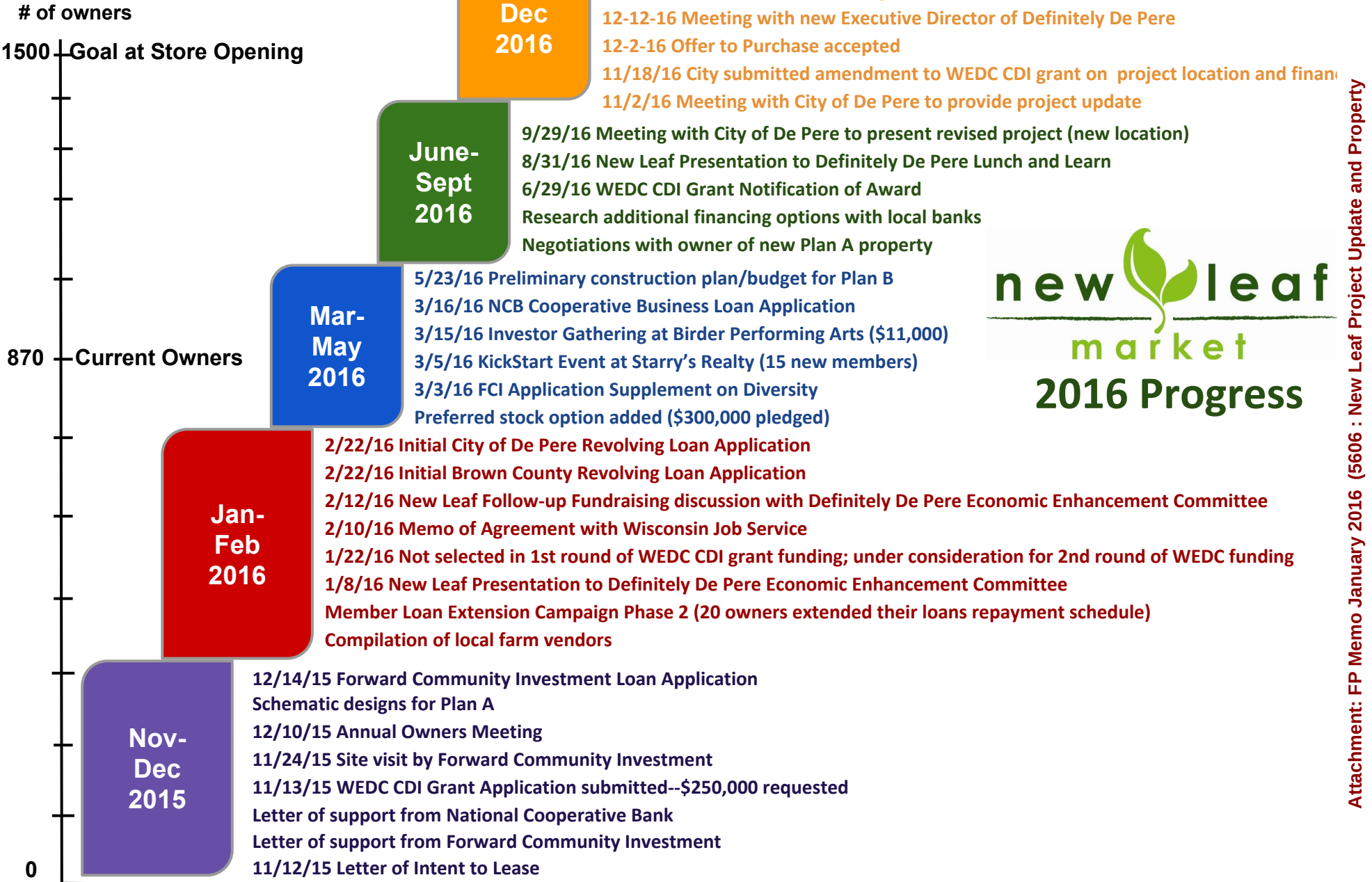
Phase 3 - PLANNING AND PERMITTING

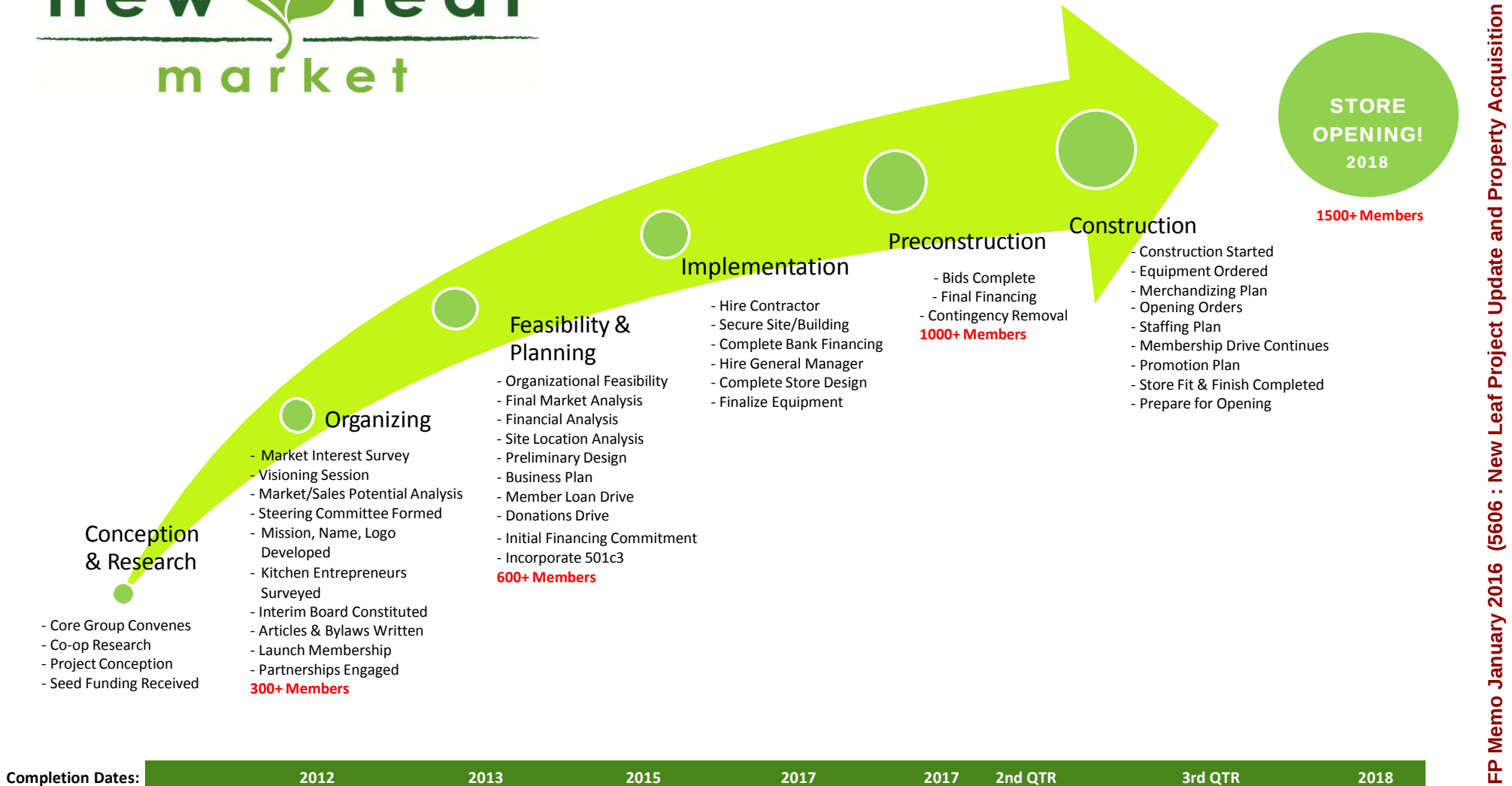
- Site Plan
- Building and Health Permits

Budget Impact

At the drafting of this memo, staff received two of three requested quotes for the appraisal (\$1,200 and \$2,000). A 3-5 week timeframe is expected for appraisal completion. Funds for the appraisal are proposed to come from the Economic Development/Planning Consulting Budget.

The Common Council will also review this item. If you have any questions about this item prior to the meeting, feel free contact me.





**RETAIL GROCERY STORE
FOR NEW LEAF FOODS**



FIRST FLOOR ADDITION

Attachment: NLF Market_320 WI-Revised Plan-030317 (5606 : New Leaf Project Update and Property Acquisition Request*)

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: March 14, 2017

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Recommendation to Provide Hourly Stipend for Water Service Worker*

ATTACHMENTS:

- Water Service Worker Increase (DOCX)

Memo

City of De Pere

To: Members of the Finance/Personnel Committee

From: Shannon Metzler, Human Resources Director
Scott, Thoresen, Public Works Director

RE: Recommendation of Hourly Stipend for Water Service Worker

Date: 3/14/2017

Eric Zygarlicke, Water Department Supervisor, will be gone on a military leave for approximately 1 year starting in mid-March. The City is required by the DNR to have a water operator in charge at all times. Kim Johnson, Water Department Maintenance Worker, will be assuming that responsibility in the interim. We are recommending a \$2.00 increase in pay for Mr. Johnson during the period in time in which he will be performing some of the supervisor responsibilities and as the operator in charge.

Thank you.