



Finance/Personnel Committee

Regular Meeting

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

Revised Agenda

Tuesday, October 11, 2016

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **October 11, 2016** at **7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115**.

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

Call to Order

1. Roll Call
2. Approval of Minutes of the September 13, 2016 Regular Meeting of the Finance/Personnel Committee
3. Fire Department Overtime and EMS Billing Report for September, 2016.
4. Approval of Police Overtime for September 2016
5. Consideration of Robert Terhar Claim for Tax Refund (Years 2005-2015)*
6. Consideration of Revolving Loan Fund documents for Honey Court Hashery, LLC (1104 Honey Court)
7. Consideration of adjusting pay grade level for five positions
8. Review Community Service Grant Distributions.
9. Consider request by City IT Administrator to transfer funds from Unassigned Reserves.*
10. Public Comment and announcements.
11. Future agenda items.
12. 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
Robert J. Terhar
Molly Bluma

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: October 11, 2016

DEPARTMENT: City Attorney

FROM: Angela Zills

SUBJECT: Approval of Minutes of the September 13, 2016 Regular Meeting of the Finance/Personnel Committee

ATTACHMENTS:

- September 2016 DRAFT (PDF)



Finance/Personnel Committee

Regular Meeting

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

Draft Minutes

Tuesday, September 13, 2016

7:30 PM

De Pere City Hall Council Chambers

Call to Order.

Aldersperson Donovan called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on September 13, 2016, 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	Excused	

Also present: City Administrator Lawrence Delo, Police Chief Derek Beiderwieden, Fire Lieutenant Dan Gatz, Finance Director Joe Zegers, Economic and Planning Director Kim Flom, and representatives of Paroubek Insurance.

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

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

- Approval of Police Overtime for August 2016

Chief Beiderwieden advised that the Overtime Report submitted is for a four week period and is higher due to two officers in field training and those staff openings are being filled with overtime. FMLA also contributed to the Overtime Report and that is anticipated to continue until the first of the year.

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

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

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

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

Attachment: September 2016 DRAFT (5190 : Approval of Minutes of the September 13, 2016 Regular Meeting of the F/P Committee)

Paroubek Insurance is planning to expand from its location in downtown De Pere to the East Industrial Park on an acre of land at Destiny Drive and STH 57. The Development Agreement presented includes a land grant and pay-go TID incentive. Economic and Planning Director Flom answered Alderperson questions and clarified specifics of Agreement and project plan.

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

6. Approve Emergency Contingency Fund for repair of VFW Pool.*

Finance Director Joe Zegers recommends funding for VFW Pool repairs to come from capital improvements funds as opposed to general funds.

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

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

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

8. Discussion Regarding Status of 2017 Budget Development.

City Administrator Delo advised that the budget is on schedule, and staff is working on initial draft of the executive budget. Draft executive budget is expected to be prepared by September 22, for review in a budget study session on October 6, with a public hearing to occur on November 15 and adoption on that same date.

RESULT:	DISCUSSED
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9. Public Comment and announcements.

None.

10. Future agenda items.

None.

11. Adjournment

Upon motion of Alderperson Crevier, seconded by Alderperson Lueck, the Finance/Personnel Committee unanimously adjourned at 7:42 PM.

Respectfully submitted,
Angela Zills

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: October 11, 2016

DEPARTMENT: Fire Department

FROM: Lea Taylor

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

ATTACHMENTS:

- FIRE DEPT_SEPT OT REPORT (PDF)

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

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

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2016

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	124.25	126.00	168.00	126.00	108.75	137.75	186.00	101.25	170.00				1,248.00
EMS TRAINING	84.00	86.50	66.25	74.25	17.50	2.25	0.00	27.00	90.00				447.75
FIRE TRAINING	0.00	368.50	357.25	61.50	31.25	4.25	4.50	28.50	18.00				873.75
RESCUE CALLS	7.50	7.50	8.00	9.00	4.50	6.25	16.00	9.25	9.50				77.50
FIRE CALLS	7.25	0.00	0.00	0.00	5.50	0.00	0.00	0.00	3.25				16.00
MEETINGS	89.00	33.25	29.25	60.75	57.75	24.25	11.50	156.50	47.25				509.50
STAFFING REP.	0.00	4.50	0.00	132.75	0.00	0.00	144.00	231.00	13.50				525.75
MAINTENANCE	0.00	0.00	3.00	20.25	9.50	11.00	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				252.75
SPECIAL EVENTS	0.00	0.00	0.00	0.00	235.00	0.00	0.00	26.50	73.50				335.00
# FIRE RUNS	34.00	31.00	42.00	22.00	23.00	49.00	36.00	*29.00	**				237.00
# of EMS RUNS	137.00	115.00	130.00	169.00	182.00	153.00	178.00	*137.00	**				1,064.00
DISPATCH ERRORS	6.00	3.00	11.00	11.00	8.00	5.00	3.00	*11.00	**				47.00
TOTAL HRS.	321.00	685.50	634.50	492.00	508.50	188.75	362.00	607.00	530.50	0.00	0.00	0.00	4,329.75

Special Events included in Overtime

Total Overtime Budget \$100,000, Expenditures through October 4, 2016 \$65,574, 66%

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

**Due to RMS transition, Incident Type Summary & Mutual Aid Reports are currently not available. Information will be provided at a later date.

Attachment: FIRE DEPT_SEPT OT REPORT (5191 : Fire Department Overtime and EMS Billing Report for September, 2016.)

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

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
9/14/16	9	13.5
TOTAL	9	13.5

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

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



Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
09/01/2016	1841 Briarwood	C	Smoke detector activation	E111	Investigate, unintentional
09/05/2016	3284 Ryan Road (Village of Greenleaf)	B	Building Fire	E111	Extinguishment
09/06/2016	1380 Scheuring Road	A	Smoke detector activation	E111, L111, E121	Investigate, testing alarm
09/08/2016	525 N. 10th Street	C	Fire alarm sounding	E111, E121	Investigate, malfunction
09/08/2016	2625 Packerland Drive	C	Building fire	L111	Canceled en route
09/09/2016	525 N. 10th Street	B	Fire alarm sounding	C102	Investigate, malfunction
09/09/2016	2182 Cartensen (Village of Ashwaubenon)	B	Building fire	E121	Canceled en route
09/09/2016	525 N. 10th Street	B	Fire alarm sounding	E111, E121	Investigate, malfunction
09/13/2016	841 N. Clay Street	A	Building Fire	C102	Investigate, fire out at time of arrival

Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
09/14/2016	800 E. St. Francis Road	B	Carbon monoxide alarm sounding	E111	Investigate
09/15/2016	815 Flambeau	A	Carbon monoxide alarm sounding	E111	Investigate
09/16/2016	990 Aldrin	B	Building fire	A111, E111, L111, A112, E121	Extinguishment
09/19/2016	Wall Street (Town of Ledgeview)	C	Building fire	L111	Canceled en route
09/20/2016	1660 Hoffman Road	A	Smoke coming from building	E111	Investigate, unintentional
09/20/2016	918 Oakdale	A	Carbon monoxide alarm sounding	E111	Investigate, replaced battery
09/22/2016	1333 Scheuring Road	A	Fire alarm sounding	E111	Investigate, unintentional
09/22/2016	437 N. Michigan Street	A	Carbon monoxide alarm sounding	E111	Investigate
09/23/2016	1700 Chicago Street	B	Fire alarm sounding	E111	Investigate, malicious
09/25/2016	2229 Lawrence Drive	B	Carbon monoxide alarm sounding	E121	Investigate
09/25/2016	650 S. Michigan Street	B	Fire alarm sounding	E111	Investigate, malfunction

Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
09/26/2016	1234 Bellevue Street (Village of Bellevue)	C	Odor in kitchen area of store	E111	Provide manpower
09/28/2016	1024 Scheuring Rd	C	Carbon monoxide alarm sounding	E121	Investigate, replaced battery
09/29/2016	2658 Oak Park Drive (Village of Bellevue)	A	Building fire	E111	Provide manpower
09/30/2016	250 S. Ninth Street	C	Fire alarm sounding	E111, E121	Investigate, unintentional

EMS MEDICAL BILLING MONTHLY REPORT

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

	JULY '16	AUG. '16	SEPT. '16	OCT. '16	NOV. '16	DEC. '16
CHARGES	131,310	80,686				
PAYMENTS	58,072	57,230				
ADJUSTMENTS	44,824	35,856				
WRITE OFFS	5,255	10,755				

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	
Oct. 2016	
Nov. 2016	
Dec. 2016	
Total Paid	\$35,784

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: October 11, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Approval of Police Overtime for September 2016

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

Holiday hours were due to Labor Day and September 11th being a holiday.

Court hours were due to numerous officers being subpoenaed for several serious felony cases

Training hours for September were regular SWAT training for 4 officers.

Staffing hours remains high due to two officers being in field training and not available for staffing infill.

Miscellaneous OT of 23.25 hours is comprised of 8.25 Patrol 1.5 fraction allotments, 12 hours for department photographs, and 3 hours for Citizen's Academy.

The Reimbursed Miscellaneous OT of 7 hours is comprised of Drug Task Force investigation hours.

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

ATTACHMENTS:

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

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

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

Total Overtime Budget: \$133,357.00

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

Percent of Total Budget: 108.74%

NOTES:

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

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

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

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

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

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

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

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

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

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

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

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

OVERTIME BY REASON 2015

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

Total Overtime Budget: \$150,000.00

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

Percent of Total Budget: 81.48%

NOTES:

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

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

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

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

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

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

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

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

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

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

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

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

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

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*++	TOTAL
OFFICER SICK RELIEF	42.00	8.00	21.00	29.00	71.50	12.50	30.50	71.75	60.50				346.75
OFFICER WORKED ON HOLIDAY	8.00	8.00	36.00	4.00	80.75	20.00	60.00	2.25	121.75				340.75
OFFICER FOR COURT	13.00	10.50	12.00		22.00	34.00	8.00	2.00	48.25				149.75
OFFICER TRAINING	40.50	42.50	155.75	227.50	132.25	191.00	35.00	90.25	45.25				960.00
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				111.50
STAFFING LEVEL	8.00	19.00	34.50	28.50	135.50	142.50	159.00	172.00	131.00				830.00
INVESTIGATION	39.50	25.50	18.25	49.50	47.00	28.75	55.00	41.00	26.00				330.50
HONOR GUARD FOR FUNERAL		7.50						3.00					10.50
SCHOOL LIAISON REIMBURSED	21.50	20.00	7.00	17.50	26.00	13.50		9.50	56.50				171.50
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT						9.00	2.00		4.00				15.00
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				203.50
MISCELLANEOUS REIMBURSED	76.50	42.00	112.00	89.00	43.00	24.00	14.00	19.50	7.00				427.00
Gross OFFICER OVERTIME	271.00	230.25	462.50	482.00	801.00	508.75	384.75	446.25	539.50	0.00	0.00	0.00	4126.00
SUBTOTAL REIMBURSED OVERTIME	(98.00)	(74.50)	(119.00)	(106.50)	(266.75)	(37.50)	(14.00)	(29.00)	(63.50)	0.00	0.00	0.00	(808.75)
NET OFFICER OVERTIME	173.00	155.75	343.50	375.50	534.25	471.25	370.75	417.25	476.00	0.00	0.00	0.00	3317.25
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 09/30/2016 \$117,416
Percent of Total Budget: 83.87%

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
 *+Period
 **Period

Attachment: September 2016 PD OT Report (5193 : Police Overtime September 2016)

DEPARTMENT TOTAL

S:MONTHLY/OT BY OFFICER

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: October 11, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consideration of Robert Terhar Claim for Tax Refund (Years 2005-2015)*

ATTACHMENTS:

- Tax Refund Claim-Terhar 2016 (PDF)

Sept. 2, 2016
1849 Lemon Lane
De Pere, Wisconsin, 54115

Mr. Lawrence Delo, Administrator
City of De Pere
335 South Broadway
De Pere, Wisconsin 54115

Dear Sir:

Please accept this letter as a claim for repayment to me for property taxes over paid for the years 2005 through 2015 in the sum of \$1,133.78.

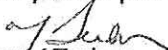
Last year during the period when the city purchased properties for the installation of sidewalks, I was looking at the plat for lot WD-L437-12 from which a slice was purchased by the city. I found that the lot size as stated on the tax bill and other documents did not match the stated 1.0 acres. I contacted both the city in the person of Dave Hongisto and the county records office and the county office confirmed the error in stated acreage.

For the 2005 tax year, new assessments of lots in the area were obtained. From tax bills, it is obvious that the assessment was \$60,000 per acre. Per an email from Tom Leslie of Brown County to Dave Hongisto of the City of De Pere, the property designated as WD-L437-12 was described as being 0.92 acres until 1998 when it was annexed to the City of De Pere. At that time it was changed to 1.000 acres. The 0.92 number agrees within rounding of the acreage I calculated. A copy of the email to Dave Hongisto is attached.

Also attached is a schedule showing the property tax paid by year for the years in which the assessment was erroneous. This schedule shows the taxes related to the assessment (storm water assessment removed) for each year and the calculated overpayment for the year. The sum of overpayments is the figure mentioned above as requested for payment to me.

Prior to 2005, the assessed value was related to the original purchase price of the property when still in the Town of Lawrence. Since the error was made prior to the assessment in 2005, the assessment at that time was reasonable, even if wrong. It was pure luck that I found the error in 2015. There was no trigger to cause any question of the assessment at any time before the error was found.

Please contact me at my address stated above or by phone at 336-5917 for further comments on this issue. Thank you for processing this claim.


Robert J Terhar

Cc: Dave Hongisto, Michael Donovan, Kevin Bauer

year	Taxes	x.92	over paid
WD-L437-12			
2015	\$1,298.10	\$1,194.25	\$103.85
2014	\$1,309.70	\$1,204.92	\$104.78
2013	\$1,331.40	\$1,224.89	\$106.51
2012	\$1,319.90	\$1,214.31	\$105.59
2011	\$1,340.30	\$1,233.08	\$107.22
2010	\$1,357.20	\$1,248.62	\$108.58
2009	\$1,309.20	\$1,204.46	\$104.74
2008	\$1,306.60	\$1,202.07	\$104.53
2007	\$1,261.50	\$1,160.58	\$100.92
2006	\$1,238.00	\$1,138.96	\$99.04
2005	\$1,100.30	\$1,012.28	\$88.02
2004	\$201.90		
Sum			\$1,133.78

WD-L437-12			WD-L437-5			WD-L437-8		
Acres	Ass. \$	\$/acre	Acres	Ass. \$	\$/acre	Acres	Ass. \$	\$/acre
1.000	\$60,000	\$60,000	0.505	\$30,300	\$60,000	0.623	\$37,400	\$60,032
1.000	\$60,000	\$60,000	0.505	\$30,300	\$60,000	0.623	\$37,400	\$60,032
1.000	\$6,000	\$6,000	0.505	\$30,300	\$60,000	0.623	\$37,400	\$60,032
1.000	\$60,000	\$60,000	0.505	\$30,300	\$60,000	0.623	\$37,400	\$60,032
1.000	\$3,000	\$3,000	0.505	\$30,300	\$60,000	0.623	\$37,400	\$60,032
1.000	\$60,000	\$60,000	0.505	\$30,300	\$60,000	0.623	\$37,400	\$60,032
1.000	\$60,000	\$60,000	0.505	\$30,300	\$60,000	0.623	\$37,400	\$60,032
1.000	\$60,000	\$60,000	0.505	\$30,300	\$60,000	0.623	\$37,400	\$60,032
1.000	\$60,000	\$60,000	0.505	\$30,300	\$60,000	0.623	\$37,400	\$60,032
1.000	\$60,000	\$60,000	0.505	\$30,300	\$60,000	0.623	\$37,400	\$60,032
1.000	\$60,000	\$60,000	0.505	\$30,300	\$60,000	0.623	\$37,400	\$60,032
1.000	\$60,000	\$60,000	0.505	\$30,300	\$60,000	0.623	\$37,400	\$60,032
1.000	\$8,200	\$8,200	0.505	\$6,800	\$13,465	0.623	\$27,600	\$44,302

correction Factor=.92 acres vs 1.0 acre, so 0.92

Schedule for request for refund of overpayment of Property Taxes, R.J. Terhar
9/2/2016

8/19/2016

FW: WD-L437-12

From: Dave Hongisto <dhongisto@mail.de-pere.org>
To: bterhar <bterhar@aol.com>
Subject: FW: WD-L437-12
Date: Fri, Aug 19, 2016 11:39 am

Hi Bob,

Here's the email that Tom Leslie from Brown County previously sent to me. Hope that this helps you.

Have a great week end.

Dave

David R. Hongisto
Chief Building Inspector/Asst. Assessor
City of De Pere
335 S. Broadway St.
De Pere, WI 54115
Phone: 920-339-4053
dhongisto@mail.de-pere.org

From: Leslie, Tom L. [mailto:Leslie_TL@co.brown.wi.us]
Sent: Monday, March 28, 2016 9:36 AM
To: Dave Hongisto
Subject: WD-L437-12

Dave,

I have received numerous calls over the past year from Mr. Robert Terhar about his parcel acreage. The parcel was described as being 0.92 acres until 1998. That is when this parcel was annexed into the City of De Pere.

At that time, for whatever reason, the acreage was changed to 1.000 acres. It has remained at that acreage until Mr. Terhar called me in June 2015 and asked if his acreage was correct. He had just sold some land for road purposes in May 2015 and was wondering how much land was sold. He had an issue with acreage being shown versus what he thought he had.

Anyway, I checked and found that the parcel should be at 0.827 acres after the road sale.

He called me today and asked if I would send you some history on the parcel. Hopefully what I sent is sufficient – let me know if you need more info.

Thank you,

Tom Leslie PLS-2674

Brown County Property Analyst
305 East Walnut Street 3rd Floor
Green Bay, WI 54301
(920) 448-4495

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

MEETING DATE: October 11, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

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

ATTACHMENTS:

- FP Memo Black Honey Hashery 10-16(DOCX)
- Application Form (PDF)
- Executive Summary (PDF)
- Black Honey Hashery LLC - Loan Agreement (PDF)
- Black Honey Hashery LLC - Promissory Note (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 Equipment 1,100 Opening Wages 10,000 working supplies capital 30,000 14,400 = Dining Room Equipment</i>
# of Jobs to be Created or Retained:	<i>9</i>
Loan Amount Requested (\$20,000 per FTE):	<i>100 \$ 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 _____, 2016, 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

Attachment: Black Honey Hashery LLC - Loan Agreement (5189 : Revolving Loan Fund Loan with Black Honey Hashery)

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 _____, 2016.

BLACK HONEY HASHERY L.L.C.

By: _____
Molly Ann Bluma, Member

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

Attachment: Black Honey Hashery LLC - Promissory Note (5189 : Revolving Loan Fund Loan with Black Honey Hashery)

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 (5189 : 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 _____, 2016, 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

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 _____, 2016.

Molly Ann Bluma
620 Superior Street
De Pere, WI 54115

STATE OF WISCONSIN)) ss.
COUNTY OF BROWN)

Personally came before me this ____ day of _____, 2016, the above named Molly Ann Bluma to be known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public:
My commission expires: _____

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

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: October 11, 2016

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Consideration of adjusting pay grade level for five positions

ATTACHMENTS:

- memo to finance and Council adjustment HR Generalist and Rec. Supervisor.. (DOCX)
- Human Resource Generalist 072516 (PDF)
- Recreation Supervisor 091216 (PDF)
- De Pere - Streets Water Positions Market Review (PDF)

Memo

City of De Pere

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 RE: Consideration of adjusting pay grade level for five positions
 Date: October 11, 2016

In 2013, the City hired Carlson and Dettmann consulting firm to conduct a classification and compensation study of all non-union positions. The new compensation plan was then implemented in 2014. The City's compensation policy says that pay grade ranges, classifications, and internal pay compensation issues will be reviewed on an as needed basis, at least every 5 years, in order to properly reflect both the external municipal job market and internal pay equity.

Carlson and Dettmann was asked to do a review of five positions over the course of the last 6 months to determine if the current compensation level for the following positions is appropriate.

1. HR Generalist
2. Recreation Supervisor
3. Public Works Maintenance Worker
4. Public Works Equipment Operator
5. Water Maintenance Worker

The consultant is recommending increasing all positions one pay grade (see attached recommendations). We are recommending these pay grade changes be effective January 1, 2017. This way any salary increases would be budgeted for in the 2017 budget.

HR Generalist

The HR Generalist position has had a significant change in responsibilities since the last time it was evaluated. The position previously functioned in more of a secretarial/clerical role. Additional responsibilities have been added to the position. This position has assumed additional responsibilities such as:

1. Recruitment and Selection
2. FMLA Administration
3. Worker's Compensation Administration
4. Setup and maintenance of two online HR systems
5. More involved in Benefit Administration

Carlson and Dettmann consulting firm reviewed the change in responsibilities and is recommending that the position be increased one pay grade level.

- **Current** Grade Level H \$20.60-\$28.24
- **Proposed** Grade Level I \$22.44-\$30.77

Recreation Supervisor

On May 18, 2016, the Department of Labor (DOL) issued its long awaited revisions to the Fair Labor Standards Act (FLSA) regulations, which significantly raised the salary thresholds required for white collar overtime exemptions. This raises the salary threshold required by the annual salary test from \$23,660 to \$47,476. What this means is that for any position to continue to be salaried and exempt from overtime, it must be paid at least \$47,476 per year. Step one of the Recreation Supervisor position currently falls below that amount. Due to this and other changes with the position, we had the consulting firm review this position as well.

Carlson and Dettmann consulting reviewed the duties of the position and is recommending that the position be increased one pay grade level.

- **Current** Grade Level I \$46,675-\$64,001 (\$22.44-\$30.77)
- **Proposed** Grade Level J \$50,544-\$69,305 (\$24.30-\$33.32)

Public Works Maintenance Worker, Public Works Equipment Operator, and Water Maintenance Worker

Since the last compensation study was done in 2013, we have seen a significant increase in the market for these positions. This has been very apparent while recruiting for these positions as well as trying to maintain our current workforce. We have not only seen a significant decrease in the number of qualified applicants we are receiving for the positions, but have had to offer above the control point in some situations to get a candidate to accept our job offer. We recently lost two employees to other agencies who are paying more than the City.

Carlson and Dettmann consulting reviewed the duties of the position and is recommending that these positions be increased one pay grade level.

DPW Maintenance Worker

- **Current** Grade Level F \$16.89-\$23.16
- **Proposed** Grade Level G \$18.74-\$25.71

Public Works Equipment Operation & Water Maintenance Worker

- **Current** Grade Level G \$18.74-\$25.71
- **Proposed** Grade Level H \$20.60-\$28.24

The Park, Recreation and Forestry department and the Human Resources department budgeted for this increase in the 2017 budget. The increase in the Public Works positions is not in department's proposed budget as the recommended increase was not received until recently; however, the grade change will be in the final proposed budget. We are recommending these grade changes are effective January 1, 2017.

If you have any questions in advance of the meeting, please contact me at 339-4045.
Thank you.



July 25, 2016

MEMORANDUM

TO: Shannon Metzler

FR: Charlie Carlson

RE: Human Resource Generalist

Shannon, you hired the present employee in this position two years ago to replace a position that had been functioning in more of a clerical capacity. The present position is involved heavily in the recruitment and staffing function as described in a revised Position Description Questionnaire.

I evaluated the revised responsibilities and believe the position should be evaluated discernibly higher in experience required (BA/BS with at least two years experience), decision-making impact and problem solving. This position is integral to your staffing function.

Accordingly, I recommend allocating the position in Grade I of the City pay plan, an increase of one grade.

Let me know if you have any questions regarding this recommendation.

Charles E. Carlson
charles.carlson@carlsondettmann.com
608.239.7991

Attachment: Human Resource Generalist 072516 (5192 : Consideration of adjusting pay grade level for five positions)



September 12, 2016

MEMORANDUM

TO: Shannon Metzler

FR: Charlie Carlson

RE: Recreation Supervisor

The Recreation Supervisor position in the City Parks, Recreation and Forestry Department currently is classified in Grade I of the 2016 pay plan. The Department submitted a revised Position Description Questionnaire for our evaluation.

The review request is based primarily on three circumstances. First, the Supervisor has primary responsibility for multiple recreation programs and staff. Second, the incumbent is responsible for managing two aquatic facilities. And, third, the Supervisor contributes to program development.

Based on these responsibilities, I believe the position should be evaluated discernibly higher on decision-making, problem-solving, and communications with a resulting change in allocation to Grade J of the City pay plan, an increase of one grade. Let me know if you have any questions regarding this recommendation.

Charles E. Carlson
charles.carlson@carlsondettmann.com
608.239.7991

Attachment: Recreation Supervisor 091216 (5192 : Consideration of adjusting pay grade level for five positions)



October 5, 2016

MEMORANDUM

TO: Shannon Metzler

FR: Patrick Glynn

RE: Streets & Water Positions – Market Review

The City requested a review of three positions based on available market data, as opposed to the typical review of the classification based on a change in duties/responsibilities. After reviewing the market data, the following are our recommendations:

- Streets Maintenance Worker: Using similar methodology to that which was used in the prior study, the current market rate for this position would be estimated to be \$21.83. If the City determines it does indeed need to move this position for competitive reasons, we would recommend movement from Grade F to Grade G.
- Equipment Operator: Using similar methodology to that which was used in the prior study, the current market rate for this position would be estimated to be \$24.06. If the City determines it does indeed need to move this position for competitive reasons, we would recommend movement from Grade G to Grade H.
- Water Department Maintenance Worker: This is not a position which is traditionally tracked within our database. However, our firm recently completed a significant survey for water and wastewater treatment plants around the state and we feel comfortable providing you a *tentative* number based on that data. Please note that this data is based on a *much broader comparable pool* (with some significantly larger entities). A current market rate for this position would be estimated to be \$25.92. With that in mind, and knowing that this position is currently placed in the same grade as the Equipment Operator, we do not see any compelling reason to separate these positions since it is our opinion that such expanded marketplace would likely result in a higher rate for the Equipment Operators as well. If the City determines it does indeed need to move this position for competitive reasons, we would recommend movement from Grade G to Grade H.

Another question was raised as it relates to any potential decision on the above recommendations and the potential wage effect between the Operators and Foremen. First, there would still be a 9% wage difference between control points of these two positions; more than adequate in our estimation. Further, it is our experience that Equipment Operators typically carry more responsibility, especially when operating heavy equipment, than the typical worker and compression is less of a concern.

These recommendations are based on a very limited market review requested by the City. While the recommendations are certainly supported by the market data, as your consultant on these matters, we urge caution about solely relying on market placement because we believe it has the potential create other internal equity issues if left unchecked. That being said, we believe you have identified three positions where there are consistent recruitment issues on a statewide basis.

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: October 11, 2016

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Review Community Service Grant Distributions.

ATTACHMENTS:

- memo to council re community service grant (DOC)
- Community Service Grant Application with no date indication (PDF)

CITY OF DE PERE**MEMO**

DATE: September 13, 2016
TO: Members of the City Council
FROM: Shana Ledvina, Clerk-Treasurer
RE: Community Service Grants

The City of De Pere budgets \$1200 annually to award up to 4 Community Service Grants, 2 in June and 2 in December.

We have had little to no interest in the grants and have often not received any applications for the grants at all.

City staff discussed allowing the requests to be made for up to \$600 in an effort to make the grants more appealing to applicants. In the event that more than \$600 is requested in June or December, the Council can determine how they want to meet the needs of the applicants when they are presented with the proposals.

If you have any questions or other suggestions, feel free to contact Shana Ledvina at 339-4072 ext. 1355.

Attachment: memo to council re community service grant (5107 : Review Community Service Grant Distributions.)



City Of De Pere

COMMUNITY SERVICE GRANT APPLICATION

GROUP/INDIVIDUAL INFORMATION

Group Name:			
Grant Applicant Name:		Email address:	
Physical Address:			
Phone Number:		Alt. Phone Number:	
Date:		Program Title:	

INSTRUCTIONS

Goals should always be: **S** – Specific **M** – Measurable **A** – Achievable **R** – Realistic **I** – Time Bound

In the area below, describe your community service proposal in lieu of the following considerations:

1. **Goal/Objective.** Briefly describe each goal/objective and when the goal/objective should be met or accomplished.
2. **Measurement.** How will the goal/objective be achieved? What benefit will citizens of the city of De Pere gain through this project?
3. **Itemize all anticipated expenses.** Describe all materials that will need to be purchased for the project and how they will relate to the overall objective. Also provide cost estimates associated with the project, not to exceed \$300.00.

PROJECT OUTLINE

Description:

Attachment: Community Service Grant Application with no date indication (5107 : Review Community Service Grant Distributions.)

1ST GOAL / OBJECTIVE**Description:****2ND GOAL / OBJECTIVE****Description:****3RD GOAL / OBJECTIVE****Description:**

Attachment: Community Service Grant Application with no date indication (5107 : Review Community Service Grant Distributions.)

MISCELLANEOUS INFORMATION

Deadlines: Grant application deadline is June 1 or December 1 of each year. The City Council will evaluate the proposals for selecting recipients at the 2nd Council meeting of the month of award.

All grant applications shall be submitted to the City Clerk's office on or before the grant deadline.

The following criteria will be used to evaluate each proposal:

1. Contribution to public safety
2. Contribution to community awareness
3. Improves community infrastructure
4. Creativity of proposal
5. Enhances the aesthetic quality of the city
6. Contributes to city culture or an overall sense of community

Your signature below indicates that your application, if selected, will adhere to the program as outlined above. No grant funds shall be spent in a fashion outside the scope of the aforementioned project. No grant funds may be used for alcohol, drugs, any behavior or activity which is contrary to local ordinances, state statutes, or federal law.

Signature (Group Representative): Date:

Printed Name (Group Representative):

H:\Irenier\Misc\Community Service Grant Application - revised dates per Char 10-5-10.doc

Attachment: Community Service Grant Application with no date indication (5107 : Review Community Service Grant Distributions.)

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

MEETING DATE: October 11, 2016

DEPARTMENT: Information Technology

FROM: Steve Massey

SUBJECT: Consider request by City IT Administrator to transfer funds from Unassigned Reserves.*

ATTACHMENTS:

- Mayor & F-P - fund transfer request 10-10-16 v1 - VPO HVAC (DOCX)
- City of De Pere City Hall AV Room Ducting (PDF)

MEMORANDUM

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

FROM: Steve Massey, City IT Administrator

DATE: October 10, 2016

RE: Request to Transfer Funds from Unassigned Reserves

The Video Production Office (VPO) located on the back wall of the City of De Pere Council Chamber is currently not serviced by the City Hall HVAC system. The VPO houses the Video Production and Marketing Coordinator as well as the Audio/Video (A/V) equipment necessary for televising City of De Pere meetings on Channel 4, Channel 99 and the Internet.

The average temperature in the VPO over the last 21 days (Sep 19 – Oct 10) was 81.9° F with spikes up to 88.1° F while recording meetings. Sampling data was collected from a sensor that has been placed in the VPO. The high temperatures regularly observed in the VPO make for an exceptionally warm working environment and will likely shorten the life of the A/V equipment.

A time and materials quote has been received for the amount of \$5000 to deliver HVAC services to the VPO. A transfer of \$5000 from unassigned reserves is being requested to deliver HVAC services to the VPO.

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

SDM

Attachment

H:\Project\TV Studio HVAC\Mayor & F-P - fund transfer request 10-10-16 v1.docx



TWEET/GAROT MECHANICAL, INC.

CORPORATE OFFICE:

2545 Larsen Road
P. O. Box 11767
Green Bay, WI 54307-1767
(920) 498-0400
Fax: (920) 498-8136

REGIONAL OFFICES:

2810 Jefferson Street
Wisconsin Rapids, WI 54495
(715) 421-0400
Fax: (715) 421-5442

1825 Dolphin Drive
Waukesha, WI 53186
(262) 436-0714
Fax: (262) 436-0713

N911 US 41, Suite B
Menominee, MI 49858
(906) 863-0040
Fax: (906) 863-0042

www.tweetgarot.com

September 21, 2016

Marty Kosobucki
City of De Pere
925 South Sixth Street
De Pere, WI 54115

RE: City Hall AV Room Ducting

Dear Marty:

Our Time & Material Not-to-Exceed Price to complete this project is **\$4,999.00 (Four Thousand Nine Hundred Ninety Nine Dollars)**.

Our proposal includes:

1. Install a new duct run into the AV room from the main trunk line
2. Insulate new duct

Our proposal does not include:

1. Any and All Electrical & Controls
2. Drawings or State Approved Plans
3. VAV's
4. DDC/BAS Controls
5. Freight/Shipping Charges

This proposal reflects material pricing as of this date and is valid for 30 days.

Our standard payment terms are net 30 days. Interest will be charged on past due accounts at 1.5% per month.

Acceptance of any proposal will be based upon receipt of a signed copy of this proposal or a written purchase order. All purchases are subject to Tweet/Garot Contract Terms and Conditions (see attached). Work will not commence prior to receipt of written authorization as stated above.

Projects may be progress billed. Any applicable tax is not included in this proposal. If this project is tax-exempt, an exemption certificate must be submitted with your purchase order.

Thank you for the opportunity to submit this proposal. Please call (920) 498-7630 or e-mail dave.lemay@tweetgarot.com with any questions.

Sincerely,

TWEET/GAROT MECHANICAL, INC. – Green Bay

David Le May
Service Design Estimator

ACCEPTANCE OF PROPOSAL:

By: _____ Date: _____ P.O. No. _____

Attachment: City of De Pere City Hall AV Room Ducting (5205 : Consider Request by City IT Administrator to Transfer Funds from Unassigned

CONTRACT TERMS AND CONDITIONS

1. **Asbestos and Hazardous Materials.** Unless specified in the scope of services, asbestos or other hazardous materials disturbance, removal or abatement is not provided for by the terms and conditions of this contract and in the event that asbestos or other hazardous material is encountered or disturbed in order to complete this project, it will be treated as extra work under Paragraph 10 of this Agreement. Tweet/Garot Mechanical, Inc. may require Owner to be responsible for the removal or abatement of asbestos or any other hazardous materials found on the job site before proceeding.
2. **Arbitration, Validity and Damages.** Any controversy or claim arising out of or related to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Claims within the monetary limit of the Small Claims Court shall be litigated in such court at the request of either party. Any claim filed in Small Claims Court shall not be deemed to be a waiver of the right to arbitrate, and if a counter-claim in excess of the jurisdiction of the Small Claims Court may be filed outside the Small Claims Court, then the party filing in the Small Claims Court may demand arbitration pursuant to this paragraph.

ANY DAMAGES FOR WHICH TWEET/GAROT MECHANICAL, INC. MAY BE LIABLE TO OWNER
SHALL NOT, IN ANY EVENT, EXCEED THE CASH PRICE OF THIS AGREEMENT.
3. **Reservation of Rights of Dispute.** In the event that Tweet/Garot Mechanical, Inc. is required, or deems it appropriate, to proceed with and complete any work which is the subject of a dispute between the Owner and Tweet/Garot Mechanical, Inc. as to whether such work should be classified as a "change" or as an "extra", Tweet/Garot Mechanical, Inc. may, if it deems it appropriate, but is not required to, proceed with such work, and therefore or contemporaneously, begin arbitration in accordance with the Construction Industry Rules of the American Arbitration Association, to determine whether such work is in fact a "change" or an "extra" without waiving any said rights, as well as determining the effect of the extra work.
4. **Attorney Fees.** In the event legal action or arbitration is instituted for the enforcement of any term or condition of this contract, the prevailing party shall be entitled to an award of reasonable attorney fees in said action or arbitration, in addition to the costs and reasonable expenses incurred in the prosecution or defense of said action or arbitration.
5. **Removal of Debris.** Upon completion of work, Tweet/Garot Mechanical, Inc. agrees to remove all of its own debris and surplus materials from Owner's property and leave the property in a neat and clean condition. Tweet/Garot Mechanical, Inc. will not accept any charges for any pro-rated proportion of general clean-up of the premises, nor will it be responsible for the disposal of central scrap piles.
6. **Failure to Make Payments.** If the Owner fails to make the scheduled progress payments as defined in "Schedule of Payments" then Tweet/Garot Mechanical, Inc. has the absolute right to cease the performance of any further work until such time as payment is made. If said payment is more than ten(10) working days late, Tweet/Garot Mechanical, Inc. may treat said lateness as a material breach of this contract agreement and justifiably refuse to complete the balance of this contract. Tweet/Garot Mechanical, Inc. may then institute arbitration proceedings as described herein for any and all damages incurred including but not limited to lost profits.
7. **Items not the responsibility of Tweet/Garot Mechanical, Inc..** Unless specifically included in the scope of services, Tweet/Garot Mechanical, Inc. shall not be held responsible for any existing violations of applicable building regulations or ordinances, whether cited by the appropriate authority or not. Tweet/Garot Mechanical, Inc. is not responsible for any abnormal or unusual pre-existing conditions.
8. **Excusable Delays.** If Tweet/Garot Mechanical, Inc. is delayed in the performance of the work by conditions that could not be reasonably foreseen by Tweet/Garot Mechanical, Inc. or out of the reasonable control of Tweet/Garot

Mechanical, Inc., which include, but are not limited to actions taken by Owner, acts of God; fire; explosions or other casualty losses; terrorist acts; strikes, boycotts or other labor disputes; lockouts; hazardous material disturbance, abatement or removal; or acts of governmental bodies, then Owner shall grant Tweet/Garot Mechanical, Inc. a reasonable extension of time. If additional work or costs are required of, or incurred by Tweet/Garot Mechanical, Inc. as a result of the delay, then Tweet/Garot Mechanical, Inc. shall be entitled to compensation as called for in Paragraph 10.

9. **Safety and OSHA Requirements.** Tweet/Garot Mechanical, Inc. agrees to comply with all local, state and national laws, including without limitation, the provisions of the Accident and Safety Health Act of 1970 and the Construction Safety Act of 1969. Tweet/Garot Mechanical, Inc. is not responsible for any liability caused by the owner's noncompliance. Owner responsibility includes availability to Tweet/Garot Mechanical, Inc. personnel of all pertinent Material Safety Data Sheets (MSDS) or OSHA's Hazard Communication Regulations.
10. **Extra Work.** Tweet/Garot Mechanical, Inc. shall provide the labor and materials specified in the scope of services. Additional work not specified in the contract will be provided only upon written authorization of Owner. However, in the event that the parties cannot agree on the sum necessary to compensate Tweet/Garot Mechanical, Inc. for the extra work, then Tweet/Garot Mechanical, Inc. shall be paid its actual costs for the additional labor and materials as well as its normal overhead and profit. In the event that an emergency exists, then Tweet/Garot Mechanical, Inc. may proceed upon the verbal authorization of Owner or Owner's job superintendent and request written confirmation of the verbal authorization within 72 hours.
11. **Protection of Work.** To the extent noted herein, Tweet/Garot Mechanical, Inc. will protect its own work until completion and acceptance of the work. To allow Tweet/Garot Mechanical, Inc. to protect the work, Owner shall provide Tweet/Garot Mechanical, Inc. adequate storage space and security on the construction site. Once Tweet/Garot Mechanical, Inc.'s work is completed, then the Owner shall be responsible for the protection of the work as well as the entire project.

If Tweet/Garot Mechanical, Inc.'s work is damaged or destroyed as a result of actions beyond the reasonable control of Tweet/Garot Mechanical, Inc. or through the negligence of persons other than Tweet/Garot Mechanical, Inc., then Tweet/Garot Mechanical, Inc. shall repair and replace said damage or destroyed work but will do so only upon being compensated for same. Compensation shall be treated as extra work and the compensation shall be determined as provided in Paragraph 10.

12. **Concealed Conditions.** In the event that Tweet/Garot Mechanical, Inc. encounters rock, groundwater, underground construction utilities or other conditions unknown to Tweet/Garot Mechanical, Inc. and not reasonably foreseeable by Tweet/Garot Mechanical, Inc., then Tweet/Garot Mechanical, Inc. shall immediately stop work and call Owner's attention to such concealed conditions in writing. The contract terms will be equitably adjusted in writing.
13. **Insurance.** Tweet/Garot Mechanical, Inc. will carry workers compensation insurance to protect Tweet/Garot Mechanical, Inc.'s employees during the progress of the work. The Owner shall obtain and pay for insurance for injury to his own employees and persons not under the control of Tweet/Garot Mechanical, Inc..
14. **Indemnification.** The Owner shall indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from Owner use of the job site, or from the conduct of the Owner's business or from any activity, work or things done, permitted or suffered by Owner or others in or about the job site or elsewhere, and shall further indemnify and hold harmless Tweet/Garot Mechanical, Inc. from and against any and all claims arising from any breach or default in the performance of any obligations on the Owner's part to be performed under the terms of the contract agreement, or arising from any negligence of the Owner or any of the Owner's agents or employees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in the defense of any such claims or any action or proceeding brought therein; and in case any action or proceeding be brought against Tweet/Garot Mechanical, Inc. by reason of any such claim. The Owner, upon notice from Tweet/Garot Mechanical, Inc., shall defend same at the Owner's expense by counsel satisfactory to Tweet/Garot Mechanical, Inc..