Finance/Personnel Committee

Regular Meeting

335 South Broadway
De Pere, WI 54115
https://www.deperewi.gov/

Agenda

Tuesday, August 13, 2024 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statute 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 **August 13, 2024** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The Public or Members of the Finance/Personnel Committee, which may count toward an official quorum, may attend the meeting either in person in the Council Chambers or telephonically or electronically via video conferencing or other appropriate technological means. Telephonic or electronic access to the meeting is provided below:

Computer/smart phone accessing https://www.gotomeet.me/DePere

OR

You can also dial in using your phone.
United States (Toll Free): 1 866 899 4679
United States: +1 (312) 757-3117
Access Code: 154-883-285

This meeting may also be rebroadcast on Spectrum Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at http://deperecitywi.iqm2.com/.

Call to Order

1. Roll Call
2. Approval of minutes from July 9, 2024 Regular Meeting of the Finance Personnel Committee.
3. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Finance and Personnel Committee. §6-3(f) DPMC
4. Consideration and Possible Action on a request to purchase CivicClerk agenda and meeting management software, with $11,500 to come from unassigned reserves.*
5. Consideration and Acceptance of donation from Casa Alba Melanie for the Fire Department in the amount of $4,161.16*
6. Recommendation and Possible Action to Accept $4,271.51 grant from the Brown County Crime Prevention Funding Board for the purchase of 2 Traffic Radar Speed Boards and mounting brackets.*
7. Recommendation and Possible Action to Contract with Carfax for Police for Accident Report Publication and Vehicle Records Searches.*
8. Consideration and Possible Action on a revised purchase/sale and development agreement terms with FBS Investment Group LLC for an expanded manufacturing facility at 2257 American Blvd (WD-1371).*
9. Review and Discussion of the 2023 Annual Tax Increment District (TID) Summaries.

10. Consideration and Possible Action for a Proposed Development Agreement Terms with Preserve Development Apartments LLC. for an 86-unit Multifamily and 15-unit Townhome Development Located on the North Side of Employers Blvd (WD-364-D-502-2, WD-364-D-502, and portion of WD-D0031).*
11. Consideration and Possible Action on Consultant Agreement with Partners Engineering and Science Inc, for ADA Facilities Audit services.*
12. Staff report on the Green Bay Area Room Tax.
13. Consideration and Possible Action on the City of De Pere Investment and Cash Detail, June 2024.
14. Future agenda items.
15. Adjournment

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

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

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

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 13, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Amy Darnick**
SUBJECT:	**Approval of minutes from July 9, 2024 Regular Meeting of the Finance Personnel Committee.**

ATTACHMENTS:

- July 9, 2024- DRAFT (PDF)

Finance/Personnel Committee

335 South Broadway
De Pere, WI 54115
https://www.deperewi.gov/

Regular Meeting

Draft Minutes

Tuesday, July 9, 2024 **7:30 PM** **Council Chambers and Virtual**

1. Call to Order

The meeting was called to order at 7:30 PM by Mayor James Boyd

Attendee Name	Title	Status	Arrived
James Boyd	Mayor	Present	
Pamela Gantz	Alderperson	Present	
Amy Chandik Kundinger	Alderperson	Present	
Devin Perock	Alderperson	Present	
John Quigley	Alderperson	Present	

Also present is City Administrator Larry Delo, Finance Director/Treasurer Pamela Manley, Scott Sternhagen & Elizabeth McMasters of CliftonLarsonAllen (CLA), Managing Director from Baird-Justin Fischer, Steve Massey IT Director (Remote), and Carey Danen City Clerk (Remote).

2. Approval of Minutes from June 11, 2024 Regular Meeting of the Finance/Personnel Committee.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Devin Perock, Alderperson
AYES:	Boyd, Gantz, Kundinger, Perock, Quigley

3. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Finance and Personnel Committee. §6-3(f) DPMC

None

4. Consideration and Possible Action on lease for postage meters at City Hall and the Municipal Service Center. *

Carey Danen, City Clerk was remote to speak on this agenda item. The City has been on a lease program for the postage meters for the last 5 years and now the leases are now expiring. Forward into a new lease agreement. Same model as we had before. There are not a lot of options for postage and mail meter vendors and services in the Northeast Wisconsin area. The quote that Carey received is the new lease amount and proposed lease amount. She didn't want to have to look outside of northeast Wisconsin, otherwise we would have to pay for trip expenses as well.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Pamela Gantz, Alderperson
AYES:	Boyd, Gantz, Kundinger, Perock, Quigley

5. Consideration and Possible Action on the purchase of FortiVoice Cloud phone system at a cost of $115,000 with $30,250 to come from Unassigned Reserves. *

Steve Massey was remote to speak on this agenda item. We are coming to a point where our phone system is near its end of life. Our IT department looked at different phone

systems with different vendors and different platforms. This was the one that IT recommended. The biggest thing we would gain by moving to cloud is that if we were to have a catastrophe that wiped out phone lines, we would still be able to have phone system as long as we had internet connection. We would still be able to conduct email and voice communication anywhere in the world with moving to the cloud with email and voice.

We would be looking to take $30,250 from unassigned reserves. Over the next 5 years, our costs would essentially wash each other out. Over the next 5 years that would be less money coming out.

After the discussion, Alderperson Kundinger brought up a question. She asked what the contingency is should internet be disrupted. In the 2025 budget cycle, the thought is to possibly get another internet service line. If we had two separate carriers providing internet, we should be covered. If the internet is down completely, there still would be a possibility we would be able to get it. Anyone that has a cell phone, we could route phone calls to their phones if they already have internet on them as long as we have the Fortivoice app on their phones.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Quigley, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Boyd, Gantz, Kundinger, Perock, Quigley

6. Presentation and approval of the 2023 Management Letter and Financial Statements. *

Scott Sternhagen and Elizabeth McMasters from CliftonLarsonAllen LLP presented the Management Letter and Executive Summary for the audit. The Audit isn't formally issued yet, should be tomorrow. They went over all the key financial data that the City should be aware of. One thing we will need to do this year is the Federal Single Audit because the city spent more than $750,000 of federal grant money. The Audit Opinion indicates that this is a clean audit report. We haven't been able to finalize things this early in a long time.

There were two findings mentioned under Internal controls. One was that CLA prepared the audit (which is normal for a city of this size), and the second finding was in the Federal Single Audit and was suspension and debarment. There were no large journal entry findings this year, just some small ones. From their standpoint, the audit went really well. They were able to work through the TIF items and make transfers back and forth to the debt service fund. No other compliance findings.

Finance Director/Treasurer Manley did a great job, seeing it was her first full year for the audit.

No difficulties in dealing with management.

Alderperson Quigley brought up the question about CLA preparing the audit. Mr. Sternhagen said that the City relies on the auditors to prepare their report all the required disclosures. It is listed as a deficiency, but it is really just the default setting for a lot of municipalities.

The report also lists out all of our governmental funds. Total general fund balance at the end of the year was $11,839,000. It is up roughly $1.1 million, with the largest part of that being unassigned reserves. Debt service fund had a balance of $2.2 million. Special revenue funds is consistent with last year at $3.9 million. Capital Project funds is next. TID #6 is now closed out. Capital Equipment is at $2.6 million. Public Improvements fund which is at a deficit of $2.1 million. Other funds at a deficit are the pool capital project, TID #7, TID #16, TID #17.

Our general fund increased $1.1 million. We are above the 35% general fund budget expenditures, but still in a good range. The city is managing our general fund balance very well.

Alderperson Kundinger brought up a question. She asked if we reallocate the amount if we exceed the 35% threshold? Administrator Delo answered that part of the Mayor's executive budget, we would recommend using excess in the unassigned reserves for one-time projects. This would have to be something that was already thought of in the budget, and something we were planning to do.

TID 6 was closed, will need a final audit for it. TID 7-17

Self-Insurance Fund. Dental is running pretty steady. Health insurance brought in $2.4 million in revenue and $2.8 million expenses. Our net position is still in a good spot. The last 2 years we have had a health reserve, but costs are going up and might need to increase premiums 10% in 2025. We are proposing right on schedule. We have options and flexibility.

The next couple of pages he talked about our utilities. Water Utility reported in a net position of $1,781,029 and an operating gain of $870,784 for the year ended December 31, 2023. From an operation standpoint, the water utility is doing good. Operating revenue is $7.3 million and operating expenses is $6.4 million. Debt payments are fairly small for water utility for our size, about $110,000. Funds available for capital assets of $1.2 million. We spent $1.7 million on capital. All of the cash we are flowing is going back into the utility, which is good. Waste water utility is next. Very consistent under operating revenues. Operating expenses did decrease a little bit to $7.8 million. Operating income at $2.6 million. Debt payment is very similar to water utility, right around $110,000. Stormwater utility revenue is at $2.5 million, expenses are at $2 million. Stormwater utility is in a good spot right now as well as the others.

Overall, the general fund is in great shape, a couple of TID's are lacking, capital improvement fund is in a deficit, capital equipment fund is in a good spot, and all of the utilities are doing well.

This is information only right now, at the time of the Finance Meeting, it was not finalized.

RESULT:	**REFERRED BACK TO STAFF [UNANIMOUS]**
AYES:	Boyd, Gantz, Kundinger, Perock, Quigley

7. Approval of Parameter Resolution for 2024 Borrowing. *

Justin Fischer, Managing Director from Baird is present to talk to the Finance Committee. Included is a list of projects that they presented to the Finance Committee. There were a couple small changes that were noted. Most of the changes were decreases.

Mr. Fischer went through a market update, the financing structure and timeline, detailed financing illustration and the borrowing capacity for the city.

Page 2- He showed us interest rates. The market has moved both ways this year. October through November last year we peaked. The last couple of weeks rates have started to come down.

Page 3- Estimated borrowing would be $7,840,000. General Obligation Promissory Notes and fund the 2024 CIP Projects that Director Manley had mentioned. TID #18 will have capitalized interest through 2026. The structure maturing September 1, 2025- 2039, 1st payment March of 2025, callable September 1, 2032 or any date thereafter; 4.25 % interest rate.
The official statement is being worked on now and the City should receive its bond rating in a couple of weeks. The City currently has a AA2 bond rating and it is recommended to maintain that rating as a goal. The initial resolutions are planned to be reviewed at the 7/16 Common Council meeting and the closing potentially by 9/18/24.

Page 4- Detailed Financing Illustration- It shows our existing debt service payments, possibly TID #17 financing, breakdown of the $7,840,000. You can see the combined debt service for the city, TID #17 & TID # 18. You can see declining debt service for the city year after year.

Page 5- General Obligation Borrowing Capacity- Municipalities in Wisconsin are allowed to borrow up to 5% of your equalized valuation. The City has seen significant growth over the last 5 years. We still have $108,000,000 in borrowing capacity available. The City invests in itself with improvements and is paying down debt and investing at the same time.

In conclusion, our City is in good financial standings.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Boyd, Gantz, Kundinger, Perock, Quigley

8. Consideration and Possible Action on the City of De Pere Investment and Cash Detail, May 2024.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Devin Perock, Alderperson
AYES:	Boyd, Gantz, Kundinger, Perock, Quigley

9. Future agenda items.

None

10. Adjournment.

Mayor Boyd made a motion to adjourn
Alderperson Kundinger seconded the motion
Adjourn at 8:17 PM.

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

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

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

Respectfully submitted,
Amy Darnick

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 13, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Consideration and Possible Action on a request to purchase CivicClerk agenda and meeting management software, with $11,500 to come from unassigned reserves.***

ATTACHMENTS:

- Memo to F-P Civic Clerk (DOCX)
- CivicClerk - De Pere, WI Quote - Updated (PDF)
- Carahsoft - Granicus - 07.16.2024 - Quote 48694618 (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor James Boyd
Members of the Finance/Personnel Committee

From: Carey Danen, City Clerk and Steve Massey, IT Director

Date: August 13, 2024

RE: request to purchase CivicClerk agenda and meeting management software

The City of De Pere has been using IQM2 for agenda and meeting management since 2011. Support for IQM2 will no longer be available after September 30, 2025, and the City must migrate to an alternate solution. The Agenda and Meeting Management Team reviewed multiple agenda and meeting management platform demos and selected CivicClerk as the replacement platform based on cost, ease of use and peer recommendations. To coincide with the expiration of our current IQM2 agreement on January 31, 2025 staff is seeking the approval of a 2 year 5-month agreement with CivicPlus starting in August 2024. By starting the migration process in 2024 with a target go-live date of January 31, 2025, the City can reduce overall migration costs by nearly $8,000 by not having to renew IQM2 in 2025. Staff is seeking the transfer of funds from unassigned reserves in the amount of $11,500 to cover implementation costs. If funding isn't approved, CivicClerk will be added to the 2025 budget resulting in the payment for 2 overlapping platforms in 2025 during the migration.

Thank you for your consideration of this request. We are happy to answer any questions you may have in advance of the meeting.

CivicPlus
302 South 4th St. Suite 500
Manhattan, KS 66502
US

Statement of Work

Quote #: Q-77947-1
Date: 6/10/2024 1:56 PM
Expires On: 8/31/2024

Client:
City of De Pere, WI

Bill To:
DE PERE, WISCONSIN

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Megan Poole		megan.poole@civicplus.com		Net 30

Discount(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount
1.00	CivicClerk Year 1 Annual Fee Discount	Year 1 Annual Fee Discount

One-time(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	CivicClerk Premium Configuration	CivicClerk Premium Configuration
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template
2.00	Virtual Consulting Fee	1 hour Virtual Consulting
1.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours
1.00	CivicPlus Media: Implementation Fee	CivicClerk Media Implementation Fee
1.00	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)	CivicClerk Historical File Import (up to 7,500 files – PDF / MP3 / MP4)

Recurring Service(s)

QTY	PRODUCT NAME	DESCRIPTION
1.00	Agenda and Meeting Management Select Annual Fee	Agenda and Meeting Management Select Annual Fee
1.00	Live Meeting Manager Annual Fee	Agenda and Meeting Management Select: Live Meeting Manager Annual Fee - Live Meeting, Electronic Voting, Display Pages
1.00	CivicPlus Media Annual Fee	Agenda and Meeting Management Select: Media Annual Fee - Unlimited storage, unlimited users, up to 3 concurrent streams

~~List Price - Initial Term Total~~	~~USD 28,420.55~~
Total Investment - Initial Term	USD 24,745.55
Annual Recurring Services (Subject to Uplift)	USD 14,700.00

Initial Term	Beginning at signing and ending 12/31/2025, Renewal Term 1/1 each calendar year
Initial Term Invoice Schedule	30% invoiced at signature. Remainder invoiced 1/1/2025.
Renewal Procedure	Automatic 1 year renewal term, unless 60 days notice provided prior to renewal date
Annual Uplift	3% to be applied in year 2

This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement and the applicable Solution and Services terms and conditions located at https://www.civicplus.help/hc/en-us/p/legal-stuff (collectively, the "Binding Terms"), By signing this SOW, Client expressly agrees to the terms and conditions of the Binding Terms throughout the term of this SOW.

Acceptance

The undersigned has read and agrees to the following Binding Terms, which are incorporated into this SOW, and have caused this SOW to be executed as of the date signed by the Customer which will be the Effective Date:

For CivicPlus Billing Information, please visit https://www.civicplus.com/verify/

Authorized Client Signature	CivicPlus
By (please sign):	By (please sign):
_____	_____
Printed Name:	Printed Name:
_____	_____
Title:	Title:
_____	_____
Date:	Date:
_____	_____

Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____

_____
Mailing Address: (If different from above)

_____

_____
PO Number: (Info needed on Invoice (PO or Job#) if required)

_____

GOVERNMENT- PRICE QUOTATION

Granicus at Carahsoft

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
PHONE (703) 871-8500 | FAX (703) 871-8505 | TOLL FREE (888) 66CARAH
WWW.CARAHSOFT.COM | GRANICUS@CARAHSOFT.COM

GRANICUS

TO: Steve Massey
IT Director
City of De Pere
335 S Broadway
De Pere, WI 54115 USA

EMAIL: smassey@deperewi.gov

PHONE: (920) 339-4072

FROM: Garrett Smith
Granicus at Carahsoft
11493 Sunset Hills Road
Suite 100
Reston, Virginia 20190

EMAIL: Garrett.Smith@carahsoft.com

PHONE: (571) 662-3062 **FAX:** (703) 871-8505

TERMS:
Contract Number: 505ENT-018-NASPOCLOUD-03
NASPO Master Contract Number: AR2472
Contract Term: 10/14/2016 to 09/15/2026
Shipping Point: FOB Destination
Credit Cards: VISA/MasterCard/AMEX
Remit To: Same as Above
Payment Terms: Net 30 (On Approved Credit)
Sales Tax May Apply

QUOTE NO:	48694618
QUOTE DATE:	07/16/2024
QUOTE EXPIRES:	08/16/2024
RFQ NO:	
SHIPPING:	ESD
TOTAL PRICE:	$80,070.74
SHIPPING AMOUNT:	$132.50
TOTAL QUOTE:	$80,203.24

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
		ONE-TIME FEES				
1	GR-PAM-SC-V2-491	Peak - Setup & Configuration Each Granicus - PFS-PS-MA-PAM-SC-V2	$5,247.69	COOP	1	$5,247.69
2	GOVM-LVC-STC-OTF-491	GovMeetings Live Cast SetUp and Config Per Hour Granicus - GOVM-LVC-STC-OTF	$222.50	COOP	1	$222.50
3	GR-A-VID-OPS-491	Granicus Live Cast Encoder – Hardware Each Granicus - HDW-SU-MA-VID-OPS	$3,893.79	COOP	1	$3,893.79
4	GR-VID-ONLINE-491	Granicus Video - Online Training Per Hour Granicus - TRN-TR-MA-VID-ONLINE	$445.00	COOP	6	$2,670.00
5	GOVM-CLR-CAS-STC-AR2472	Granicus Live Cast Encoder Setup and Configuration each One Time Fee-Renewable only Granicus - GOVM-CLR-CAS-STC	$973.45	COOP	1	$973.45
		ONE-TIME FEES SUBTOTAL:				$13,007.43
		NEW SUBSCRIPTION FEES				
6	SAS-SE-MA-PAM-AR2472	Peak Agenda Management - Annual Subscription Granicus - SAS-SE-MA-PAM	$9,256.87	COOP	1	$9,256.87
7	GOVM-LVC-VID-SUB-491	GovMeetings Live Cast each Annual Subscription-Renewable only Granicus - GOVM-LVC-VID-SUB	$4,928.16	COOP	1	$4,928.16
8	GOVM-CLR-CAS-ARR-491	Granicus Live Cast Encoding Software each Annual Subscription-Renewable only Granicus - GOVM-CLR-CAS-ARR	$1,668.81	COOP	1	$1,668.81
9	SAS-SE-MA-VID-UPLC-491	Upgrade to 1080p Streaming Each Annual Subscription Granicus - SAS-SE-MA-VID-UPLC	$5,006.32	COOP	1	$5,006.32
		NEW SUBSCRIPTION FEES SUBTOTAL:				$20,860.16
		YEAR 2				
10	SAS-SE-MA-PAM-AR2472	Peak Agenda Management - Annual Subscription Granicus - SAS-SE-MA-PAM	$9,904.86	COOP	1	$9,904.86

GOVERNMENT- PRICE QUOTATION

Granicus at Carahsoft

carahsoft.

11493 SUNSET HILLS ROAD | SUITE 100 | RESTON, VIRGINIA 20190
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WWW.CARAHSOFT.COM | GRANICUS@CARAHSOFT.COM

GRANICUS

LINE NO.	PART NO.	DESCRIPTION	QUOTE PRICE		QTY	EXTENDED PRICE
11	GOVM-LVC-VID-SUB-491	GovMeetings Live Cast each Annual Subscription-Renewable only Granicus - GOVM-LVC-VID-SUB	$5,273.12	COOP	1	$5,273.12
12	GOVM-CLR-CAS-ARR-491	Granicus Live Cast Encoding Software each Annual Subscription-Renewable only Granicus - GOVM-CLR-CAS-ARR	$1,785.63	COOP	1	$1,785.63
13	SAS-SE-MA-VID-UPLC-491	Upgrade to 1080p Streaming Each Annual Subscription Granicus - SAS-SE-MA-VID-UPLC	$5,356.76	COOP	1	$5,356.76
		YEAR 2 SUBTOTAL:				$22,320.37
		YEAR 3				
14	SAS-SE-MA-PAM-AR2472	Peak Agenda Management - Annual Subscription Granicus - SAS-SE-MA-PAM	$10,598.19	COOP	1	$10,598.19
15	GOVM-LVC-VID-SUB-491	GovMeetings Live Cast each Annual Subscription-Renewable only Granicus - GOVM-LVC-VID-SUB	$5,642.24	COOP	1	$5,642.24
16	GOVM-CLR-CAS-ARR-491	Granicus Live Cast Encoding Software each Annual Subscription-Renewable only Granicus - GOVM-CLR-CAS-ARR	$1,910.62	COOP	1	$1,910.62
17	SAS-SE-MA-VID-UPLC-491	Upgrade to 1080p Streaming Each Annual Subscription Granicus - SAS-SE-MA-VID-UPLC	$5,731.73	COOP	1	$5,731.73
		YEAR 3 SUBTOTAL:				$23,882.78
		SUBTOTAL:				$80,070.74

TOTAL PRICE:	**$80,070.74**
SHIPPING AMOUNT:	**$132.50**
TOTAL QUOTE:	**$80,203.24**

Terminating Subscriptions:
IQM2 - Civic Streaming
IQM2 - Agenda & Minutes

Included Lines:
Peak Online Group Training
Open Platform - Setup and Configuration
Send Agenda (Peak) Set up and Config
Open Platform - Setup and Configuration
govDelivery for Integrations Set Up and Config
Open Platform Suite
Send Agenda (Peak)
govDelivery for Integrations

For govDelivery Customers Only:
Potential Users are based on the greater of quarterly website visits to the domains covered by a license or the subscriber base multiplied by 12, less 20% to account for inactive subscribers.

The Granicus Master Subscription Agreement can be found at https://granicus.com/wp-content/uploads/application/pdf/Granicus-Master-Subscription-Agreement-GSA.pdf

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
De Pere, WI

Granicus Order Form for De Pere, WI

ORDER DETAILS

Granicus Contact:	Desmond Davis
Email:	desmond.davis@granicus.com
Order #:	Q-360544
Prepared On:	15 Jul 2024

ORDER TERMS

Currency:	USD
Payment Terms:	All fees set forth in the Quote from reseller/distributor to Client are due and payable in accordance with those terms. Use of the Products is governed by the terms of the Granicus Master Subscription Agreement or such other Agreement as agreed to by the parties.
Current Billing Term End Date:	31 Jan 2025
Period of Performance:	The Agreement will begin on date of signature and will continue through the end of the then current billing term, and will continue for an additional 24 months thereafter.

GRANICUS

Order Form
Prepared for
De Pere, WI

PRODUCT SUMMARY

The specifications and terms within this Order Form are specific to the products and volumes contained herein.

NOTE: Fees for the below Products will be as set forth in the quote from an authorized reseller.

One-Time Services		
Solution	**Billing Frequency**	**Quantity/Unit**
Peak - Setup & Configuration	Up Front	1 Each
Peak Online Group Training	Upon Delivery	6 Hours
Open Platform - Setup and Configuration	Up Front	1 Each
GovMeetings Live Cast SetUp and Config	Upon Delivery	1 Hours
Granicus Live Cast Encoder – Hardware	Upon Delivery	1 Each
Granicus Video - Online Training	Upon Delivery	6 Hours
Send Agenda (Peak) Set up and Config	Up Front	4 Each
Granicus Live Cast Encoder Setup and Configuration	Upon Delivery	1 Each
US Shipping Charge C - Large Item	Upon Delivery	1 Each
Open Platform - Setup and Configuration	Up Front	1 Each
govDelivery for Integrations Set Up and Config	Up Front	1 Each

GRANICUS

Order Form
Prepared for
De Pere, WI

New Subscriptions		
Solution	**Billing Frequency**	**Quantity/Unit**
Peak Agenda Management	Annual	1 Each
Open Platform Suite	Annual	1 Each
GovMeetings Live Cast	Annual	1 Each
Send Agenda (Peak)	Annual	1 Each
Open Platform Suite	Annual	1 Each
govDelivery for Integrations	Annual	1 Each
Granicus Live Cast Encoding Software	Annual	1 Each
Upgrade to 1080p Streaming	Annual	1 Each

- *Please note, annual fees for new subscriptions will be prorated to align to Client's then-current billing term. Exceptions include Recurring Captioning Services, SMS, and Targeted Messages.*

GRANICUS

Order Form
De Pere, WI

PRODUCT DESCRIPTIONS

Solution	Description
Peak Agenda Management	Peak Agenda Management is a Software-as-a-Service (SaaS) solution that enables government organizations to simplify the agenda management and minutes recording process of the clerk's office. Peak Agenda Management allows clerks to streamline the way they compile and produce agendas and record minutes for public meetings and includes: • Unlimited user accounts • Unlimited meeting bodies and meeting types • Access to up to one (1) Peak Agenda Management site
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
GovMeetings Live Cast	govMeetings Live Cast provides the ability to manage public meetings from anywhere, on almost any device using cloud based software and a Granicus Live Cast encoder. It will stream public meetings in HD, allow users to live index items, record and publish minutes, and provide archive videos for on-demand viewing.
Send Agenda (Peak)	Send Agenda is dependent on an active subscription to the relevant govMeetings agenda.
Peak - Setup & Configuration	Setup and Configuration for Peak Agenda Management includes implementation of: • Up to one (1) meeting body's Standard Agenda, Cover Page and Minutes report template • Up to one (1) public view page portal
Peak Online Group Training	Online Group Training for Peak Agenda Management allows clients to have up to six (6) users participate in online group sessions with a Granicus trainer and other client users to learn how to use the system. Group training includes: 1. 30-60 minute kick off meeting 2. 4 x 2hr group training sessions. 3. 1hr peak review call Project Manager will conduct check in's along the way.

GRANICUS

Order Form
De Pere, WI

Solution	Description
Open Platform - Setup and Configuration	Setup and configuration for Open Platform
Granicus Live Cast Encoder – Hardware	Granicus Live Cast encoder is the hardware appliance used convert the video feed for video streaming on the web. It also records the video and provides the MP4 file for archive playback.
Granicus Video - Online Training	Granicus Video - Online Training
Open Platform Suite	Open Platform is access to MediaManager, upload of archives, ability to post agendas/documents, and index of archives. These are able to be published and accessible through a searchable viewpage.
govDelivery for Integrations	Send notification bulletins directly to constituents who subscribe to receive updates directly through Granicus (powered by govDelivery). Receive a monthly metrics report delivered via email to show subscriber growth and engagement activity for the past month of bulletin sends, and grow subscribers through access to the Granicus Advanced Network. Note: govDelivery integrations is dependent on an active subscription to the relevant govMeetings agenda or govAccess CMS solutions.
Granicus Live Cast Encoding Software	Granicus Live Cast Software will convert the video feed for video streaming on the web which will also record video and provides the MP4 file for archive playback. *Only used with the Live Cast encoder hardware and Live Cast solution.*
US Shipping Charge C - Large Item	US shipping of a large item
Upgrade to 1080p Streaming	Upgrade to 1080p Streaming (requires Live Cast and Live Cast Encoder)
Open Platform - Setup and Configuration	Setup and configuration for Open Platform

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

- **Granicus Communications Suite Subscriber Information.**
  - Data provided by the Client and contact information gathered through the Client's own web properties or activities will remain the property of the Client ('Direct Subscriber'), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of the Client, unless required by law.
  - Granicus shall: (i) not disclose the Client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the Client hereby grants to Granicus a perpetual, non-cancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products by the Client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and any other legitimate business purpose, including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).
- **Data obtained through the Granicus Advanced Network.**
  - Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the 'Advanced Network'). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a 'Network Subscriber' to the agency it subscribed to through the Advanced Network.
  - Network Subscribers are available for use while the Client is under an active subscription with Granicus. Network Subscribers will not transfer to the Client upon termination of any Granicus Order, SOW, or Exhibit. The Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW, or Exhibit placed under this agreement. All information related to Network Subscribers must be destroyed by the Client within 15 calendar days of the Order, SOW, or Exhibit placed under this agreement terminating.
  - Opt-In. During the last 10 calendar days of the Client's subscription, the Client may send an opt-in email to Network Subscribers that shall include an explanation of the Client's relationship with Granicus terminating and that the Network Subscribers may visit the Client's website to subscribe to further updates from the Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to the Client upon termination.

UPDATES TO SHARED SHORT CODES FOR SMS/TEXT MESSAGING (US CLIENTS ONLY):

- Granicus will be migrating all clients with SMS/Text Messaging Solutions using a shared short code option to a unique standard toll-free number within the United States (International numbers not supported). Short Codes are recommended for Text-to-Subscribe functionalities, if enabled where available, for an additional fee.
- Client must have explicit opt-in for all destinations sent to and adhere to all CTIA guidelines for the duration of its use.

GRANICUS

Order Form
De Pere, WI

TERMS & CONDITIONS

- This quote, and all products and services delivered hereunder are governed by the terms located at https://granicus.com/legal/licensing, including any product-specific terms included therein (the "License Agreement"). If your organization and Granicus has entered into a separate agreement or is utilizing a contract vehicle for this transaction, the terms of the License Agreement are incorporated into such separate agreement or contract vehicle by reference, with any directly conflicting terms and conditions being resolved in favor of the separate agreement or contract vehicle to the extent applicable.
- If submitting a Purchase Order, please include the following language: The pricing, terms and conditions of quote Q-360544 dated 15 Jul 2024 are incorporated into this Purchase Order by reference and shall take precedence over any terms and conditions included in this Purchase Order.
- This quote is exclusive of applicable state, local, and federal taxes, which, if any, will be included in the invoice. It is the responsibility of De Pere, WI to provide applicable exemption certificate(s).
- Any lapse in payment may result in suspension of service and will require the payment of a setup fee to reinstate the subscription.
- Upon the effective date, this Agreement shall supersede and replace any previous agreement between the parties for the Terminating and/or Existing Subscriptions listed herein. All such prior agreements between the parties are hereby void and of no force and effect.
- The attached End User Licensing Agreement must be signed and returned with all necessary order documents.

GRANICUS

End User License Agreement

This End User License Agreement ("**Agreement**") is made and entered into as of the latter date of the signatures below (the "Effective Date") by and between De Pere, WI ("**Client**") and Granicus, LLC, a Minnesota Limited Liability Company d/b/a Granicus ("**Granicus**"). Client and Granicus may each be referred to herein as "Party" or collectively as "Parties".

Whereas Client has entered into an agreement with a third party to purchase Granicus Products and Services ("**Reseller**"), by accessing the Granicus Products and Services, Client accepts this Agreement. Due to the rapidly changing nature of digital communications, this Agreement may be updated from time to time at Granicus' sole discretion. Notification to Client will be via email or posting to the Granicus website.

1. **Definitions.** In addition to terms defined elsewhere in this Agreement, the following terms shall have the meaning specified:

   "Granicus Products and Services" means the products and services made available to Client pursuant to this Agreement, which may include Granicus products and services accessible for use by Client on a subscription basis ("Software-as-a-Service" or "SaaS"), Granicus professional services, content from any professional services or other required equipment components or other required hardware, as specified in each Order.
   "Order" means a written order, proposal, or purchase document in which Granicus agrees to provide and Client agrees to purchase specific Granicus Products and Services via Reseller.
   "Order Term" means the then-current duration of performance identified on each Order, for which Granicus has committed to provide, and Client has committed to pay for via Reseller, Granicus Products and Services.

2. **Use of Granicus Products and Services and Proprietary Rights**
   - **2.1. Granicus Products and Services.** The Granicus Products and Services are purchased by Client, via a Reseller, as subscriptions during an Order Term specified in each Order.
   - **2.2. Permitted Use.** Subject to the terms and conditions of this Agreement, Granicus hereby grants during each Order Term, and Client hereby accepts, solely for its internal use, a worldwide, revocable, non-exclusive, non-transferrable right to use the Granicus Products and Services to the extent allowed in the relevant Order (collectively the "Permitted Use"). The Permitted Use shall also include the right, subject to the conditions and restrictions set forth herein, to use the Granicus Products and Services up to the levels limited in the applicable Order.
     - **2.2.1. Data Sources.** Data uploaded into Granicus Products and Services must be brought in from Client sources (interactions with end users and opt-in contact lists). Client cannot upload purchased contact information into Granicus Products and Services without Granicus' written permission and professional services support for list cleansing.
     - **2.2.2. Passwords.** Passwords are not transferable to any third party. Client is responsible for keeping all passwords secure and all use of the Granicus Products and Services accessed through Client's passwords.
     - **2.2.3. Content.** Client can only use Granicus Products and Services to share content that is created by and owned by Client and/or content for related organizations provided that it is in support of other organizations but not as a primary communication vehicle for other organizations that do not have a Granicus subscription. Any content deemed inappropriate for a public audience or in

support of programs or topics that are unrelated to Client, can be removed or limited by Granicus.

2.2.3.1. Disclaimers. Any text, data, graphics, or any other material displayed or published on Client's website must be free from violation of or infringement of copyright, trademark, service mark, patent, trade secret, statutory, common law or proprietary or intellectual property rights of others. Granicus is not responsible for content migrated by Client or any third party.

2.2.4. Advertising. Granicus Products and Services shall not be used to promote products or services available for sale through Client or any third party unless approved in writing, in advance, by Granicus. Granicus reserves the right to request and review the details of any agreement between Client and a third party that compensates Client for the right to have information included in Content distributed or made available through Granicus Products and Services prior to approving the presence of Advertising within Granicus Products and Services.

2.2.5. Granicus Subscriber Information for Communications Cloud Suite only

2.2.5.1. Data Provided by Client. Data provided by Client and contact information gathered through Client's own web properties or activities will remain the property of Client ("Direct Subscriber"), including any and all personally identifiable information (PII). Granicus will not release the data without the express written permission of Client, unless required by law.

2.2.5.2. Granicus shall not disclose the client's data except to any third parties as necessary to operate the Granicus Products and Services (provided that the client hereby grants to Granicus a perpetual, noncancelable, worldwide, non-exclusive license to utilize any data, on an anonymous or aggregate basis only, that arises from the use of the Granicus Products and Services by the client, whether disclosed on, subsequent to, or prior to the Effective Date, to improve the functionality of the Granicus Products and Services and any other legitimate business purpose including the right to sublicense such data to third parties, subject to all legal restrictions regarding the use and disclosure of such information).

2.2.5.3. Data Obtained through the Granicus Advanced Network

2.2.5.3.1. Granicus offers a SaaS product, known as the Communications Cloud, that offers Direct Subscribers recommendations to subscribe to other Granicus Client's digital communication (the "Advanced Network"). When a Direct Subscriber signs up through one of the recommendations of the Advanced Network, that subscriber is a "Network Subscriber" to the agency it subscribed to through the Advanced Network.

2.2.5.3.2. Access to the Advanced Network is a benefit of the GovDelivery Communications Cloud subscription with Granicus. Network Subscribers are available for use only on the GovDelivery Communications Cloud while Client is under an active GovDelivery Communications Cloud subscription. Network Subscribers will not transfer to Client upon termination of any Granicus Order, SOW or Exhibit. Client shall not use or transfer any of the Network Subscribers after termination of its Order, SOW or Exhibit placed under this Agreement. All information related to Network Subscribers must be destroyed by Client within 15 calendar days of the Order, SOW or Exhibit placed under this Agreement terminating.

2.2.5.3.3. **Opt-In.** During the last 10 calendar days of Client's Order Term for the terminating Order, SOW or Exhibit placed under this Agreement, Client may send an opt-in email to Network Subscribers that shall include an explanation of Client's relationship with Granicus terminating and that the Network Subscribers may visit Client's website to subscribe to further updates from Client in the future. Any Network Subscriber that does not opt-in will not be transferred with the subscriber list provided to Client upon termination.

2.3. Restrictions. Client shall not:

2.3.1. Misuse any Granicus resources or cause any disruption, including but not limited to, the display of pornography or linking to pornographic material, advertisements, solicitations, or mass mailings to individuals who have not agreed to be contacted;

2.3.2. Use any process, program, or tool for gaining unauthorized access to the systems, networks, or accounts of other parties, including but not limited to, other Granicus Clients;

2.3.3. Client must not use the Granicus Products and Services in a manner in which system or network resources are unreasonably denied to other Granicus clients;

2.3.4. Client must not use the Services as a door or signpost to another server.

2.3.5. Access or use any portion of Granicus Products and Services, except as expressly allowed by this Agreement or each Order placed hereunder;

2.3.6. Disassemble, decompile, or otherwise reverse engineer all or any portion of the Granicus Products and Services;

2.3.7. Use the Granicus Products and Services for any unlawful purposes;

2.3.8. Export or allow access to the Granicus Products and Services in violation of U.S. laws or regulations;

2.3.9. Except as expressly permitted in this Agreement, subcontract, disclose, rent, or lease the Granicus Products and Services, or any portion thereof, for third party use; or

2.3.10. Modify, adapt, or use the Granicus Products and Services to develop any software application intended for resale which uses the Granicus Products and Services in whole or in part.

2.4. Client Feedback. Client assigns to Granicus any suggestion, enhancement, request, recommendation, correction or other feedback provided by Client relating to the use of the Granicus Products and Services. Granicus may use such submissions as it deems appropriate in its sole discretion.

2.5. Reservation of Rights. Subject to the limited rights expressly granted hereunder, Granicus and/or its licensors reserve all right, title and interest in the Granicus Products and Services, the documentation and resulting product including all related intellectual property rights. Further, no implied licenses are granted to Client. The Granicus name, the Granicus logo, and the product names associated with the services are trademarks of Granicus or its suppliers, and no right or license is granted to use them.

3. Representations, Warranties and Disclaimers

3.1. Representations. Each Party represents that it has validly entered into this Agreement and has the legal power to do so.

3.2. Warranties. Granicus warrants that it takes all precautions that are standard in the industry to increase the likelihood of a successful performance for the Granicus Products and Services; however, the Granicus Products and Services are provided "AS IS" and as available.

3.3. Disclaimers. EXCEPT AS PROVIDED IN SECTIONS 3.2 ABOVE, EACH PARTY HEREBY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY NATURE WHATSOEVER WHETHER

ORAL AND WRITTEN, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. GRANICUS DOES NOT WARRANT THAT GRANICUS PRODUCTS AND SERVICES WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR FREE.

4. Confidential Information

4.1. Confidential Information. It is expected that one Party (Disclosing Party) may disclose to the other Party (Receiving Party) certain information which may be considered confidential and/or trade secret information ("Confidential Information"). Confidential Information shall include: (i) Granicus' Products and Services, (ii) non-public information if it is clearly and conspicuously marked as "confidential" or with a similar designation at the time of disclosure; (iii) non-public information of the Disclosing Party if it is identified as confidential and/or proprietary before, during, or promptly after presentation or communication and (iv) any information that should be reasonably understood to be confidential or proprietary to the Receiving Party, given the nature of the information and the context in which disclosed.

Each Receiving Party agrees to receive and hold any Confidential Information in strict confidence. Without limiting the scope of the foregoing, each Receiving Party also agrees: (a) to protect and safeguard the Confidential Information against unauthorized use, publication or disclosure; (b) not to reveal, report, publish, disclose, transfer, copy or otherwise use any Confidential Information except as specifically authorized by the Disclosing Party; (c) not to use any Confidential Information for any purpose other than as stated above; (d) to restrict access to Confidential Information to those of its advisors, officers, directors, employees, agents, consultants, contractors and lobbyists who have a need to know, who have been advised of the confidential nature thereof, and who are under express written obligations of confidentiality or under obligations of confidentiality imposed by law or rule; and (e) to exercise at least the same standard of care and security to protect the confidentiality of the Confidential Information received by it as it protects its own confidential information.
If a Receiving Party is requested or required in a judicial, administrative, or governmental proceeding to disclose any Confidential Information, it will notify the Disclosing Party as promptly as practicable so that the Disclosing Party may seek an appropriate protective order or waiver for that instance.

4.2. Exceptions. Confidential Information shall not include information which: (i) is or becomes public knowledge through no fault of the Receiving Party; (ii) was in the Receiving Party's possession before receipt from the Disclosing Party; (iii) is rightfully received by the Receiving party from a third party without any duty of confidentiality; (iv) is disclosed by the Disclosing Party without any duty of confidentiality on the third party; (v) is independently developed by the Receiving Party without use or reference to the Disclosing Party's Confidential Information; or (vi) is disclosed with the prior written approval of the Disclosing Party.

4.3. Storage and Sending. In the event that Granicus Products and Services will be used to store and/or send Confidential Information, Granicus must be notified in writing, in advance of the storage or sending. Should Client provide such notice, Client must ensure that Confidential Information or sensitive information is stored behind a secure interface and that Granicus Products and Services be used only to notify people of updates to the information that can be accessed after authentication against a secure interface managed by Client. Client is ultimately accountable for the security and privacy of data held by Granicus on its behalf.

4.4. Return of Confidential Information. Each Receiving Party shall return or destroy the Confidential Information immediately upon written request by the Disclosing Party; provided, however, that each Receiving Party may retain one copy of the Confidential Information in order to comply with applicable laws and the terms of this Agreement. Client understands and agrees that it may not always be possible to completely remove or delete all personal data from Granicus' databases without some residual data because of backups and for other reasons.

5. Term and Termination

5.1. Agreement Term. The Agreement Term shall begin on the Effective Date of the Agreement and continue for twelve (12) months. Unless a Party has given written notice to the other Party at least ninety (90) days prior to the end of the then-current annual term, the Granicus Products and Services will automatically renew at the end of each annual term for one (1) year.

5.2. Effect of Termination. If the Parties agree to terminate this Agreement and an Order is still in effect at the time of termination, then the terms and conditions contained in this Agreement shall continue to govern the outstanding Order until termination or expiration thereof. If the Agreement is terminated for breach, then unless otherwise agreed to in writing, all outstanding Orders shall immediately terminate as of the Agreement termination date.

5.3. Termination for Cause. The non-breaching Party may terminate this Agreement upon written notice if the other Party is in material breach of this Agreement and fails to cure such breach within thirty (30) days after the non-breaching Party provides written notice of the breach. A Party may also terminate this Agreement immediately upon notice if the other Party: (a) is liquidated, dissolved, or adjudged to be in a state of bankruptcy or receivership; (b) is insolvent, unable to pay its debts as they become due, makes an assignment for the benefit of creditors or takes advantage or any law for the benefit of debtors; or (c) ceases to conduct business for any reason on an ongoing basis leaving no successor in interest.

5.4. Survival. All rights granted hereunder shall terminate upon the latter of the termination or expiration date of this Agreement, or each Order. The provisions of this Agreement with respect to warranties, liability, choice of law and jurisdiction, and confidentiality shall survive termination of this Agreement and continue in full force and effect.

6. Limitation of Liability

6.1. EXCLUSION OF CONSEQUENTIAL AND RELATED DAMAGES. UNDER NO CIRCUMSTANCES SHALL GRANICUS BE LIABLE FOR ANY SPECIAL, INDIRECT, PUNITIVE, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER AN ACTION IS IN CONTRACT OR TORT AND REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FURTHER, GRANICUS SHALL NOT BE LIABLE FOR: (A) ERROR OR INTERRUPTION OF USE OR FOR LOSS OR INACCURACY OR CORRUPTION OF CLIENT DATA; (B) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (C) LOSS OF BUSINESS; (D) DAMAGES ARISING OUT OF ACCESS TO OR INABILITY TO ACCESS THE SERVICES, SOFTWARE, CONTENT, OR RELATED TECHNICAL SUPPORT; OR (E) FOR ANY MATTER BEYOND GRANICUS' REASONABLE CONTROL, EVEN IF GRANICUS HAS BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING LOSSES OR DAMAGES.

6.2. LIMITATION OF LIABILITY. EXCEPT FOR CLIENT'S BREACH OF SECTION 2.3, IN NO INSTANCE SHALL EITHER PARTY'S LIABILITY TO THE OTHER PARTY FOR DIRECT DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR OTHERWISE) EXCEED THE FEES PAID BY CLIENT FOR THE GRANICUS PRODUCTS AND SERVICES DURING THE SIX (6) MONTHS IMMEDIATELY PRECEDING THE DATE THE DAMAGED PARTY NOTIFIES THE OTHER PARTY IN WRITING OF THE CLAIM FOR DIRECT DAMAGES. GRANICUS SHALL NOT BE RESPONSIBLE FOR

ANY LOST PROFITS OR OTHER DAMAGES, INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR ANY OTHER DAMAGES, HOWEVER CAUSED. NEITHER PARTY MAY INSTITUTE AN ACTION IN ANY FORM ARISING OUT OF NOR IN CONNECTION WITH THIS AGREEMENT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS ARISEN.

7. General

7.1. Relationship of the Parties. Granicus and Client acknowledge that they operate independent of each other. Nothing in this Agreement shall be deemed or construed to create a joint venture, partnership, agency, or employee/employer relationship between the Parties for any purpose, including, but not limited to, taxes or employee benefits. Each Party will be solely responsible for the payment of all taxes and insurance for its employees and business operations.

7.2. Headings. The various section headings of this Agreement are inserted only for convenience of reference and are not intended, nor shall they be construed to modify, define, limit, or expand the intent of the Parties.

7.3. Severability. To the extent permitted by applicable law, the Parties hereby waive any provision of law that would render any clause of this Agreement invalid or otherwise unenforceable in any respect. In the event that a provision of this Agreement is held to be invalid or otherwise unenforceable, such provision will be interpreted to fulfill its intended purpose to the maximum extent permitted by applicable law, and the remaining provisions of this Agreement will continue in full force and effect.

7.4. Assignment. Neither Party may assign, delegate, or otherwise transfer this Agreement or any of its rights or obligations hereunder, either voluntarily or by operation of law, without the prior written consent of the other Party (such consent not to be unreasonably withheld); provided, however, that either Party may assign this Agreement without the other Party's consent in the event of any successor or assign that has acquired all, or substantially all, of the assigning Party's business by means of merger, stock purchase, asset purchase, or otherwise. Any assignment or attempted assignment in violation of this Agreement shall be null and void.

7.5. Force Majeure. Any delay in the performance by either Party hereto of its obligations hereunder shall be excused when such delay in performance is due to any cause or event of any nature whatsoever beyond the reasonable control of such Party, including, without limitation, any act of God; any fire, flood, or weather condition; any computer virus, worm, denial of service attack; any earthquake; any act of a public enemy, war, insurrection, riot, explosion or strike; provided, that written notice thereof must be given by such Party to the other Party within twenty (20) days after occurrence of such cause or event.

7.6. Choice of Law and Jurisdiction. This Agreement shall be governed by and interpreted under the laws of the state in which the Client is located, without reference to the State's principles of conflicts of law. The Parties expressly consent and submit to the exclusive jurisdiction of the state and federal courts of the state in which the Client is located.

7.7. Entire Agreement. This Agreement, together with all Orders referenced herein, sets forth the entire understanding of the Parties with respect to the subject matter of this Agreement, and supersedes any and all prior oral and written understandings, quotations, communications, and agreements. Granicus and Client agree that any and all Orders are incorporated herein by this reference. In the event of possible conflict or inconsistency between such documents, the conflict or inconsistency shall be resolved by giving precedence in the following order: (1) the terms of this Agreement; (2) Orders; (3) all other SOWs or other purchase documents; (4) Granicus response to Client's request for RFI, RFP, RFQ; and (5) Client's RFI, RFP, RFQ. If Client issues a purchase order, Granicus hereby rejects any additional or conflicting terms appearing on the purchase order or any other ordering materials submitted by Client.

7.8. Reference. Notwithstanding any other terms to the contrary contained herein, Client grants Granicus the right to use Client's name and logo in Client lists and marketing materials.

7.9. Injunctive Relief. Granicus is entitled to obtain injunctive relief if Client's use of Granicus Products and Services is in violation of any restrictions set forth in this Agreement.

Granicus	De Pere, WI
By: _____ (Authorized Signature)	**By:** _____ (Authorized Signature)
Name: _____ (Print or Type Name of Signatory)	**Name:** _____ (Print or Type Name of Signatory)
Title: _____	**Title:** _____
Date: _____ (Execution Date)	**Date:** _____ (Execution Date)

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 13, 2024**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Consideration and Acceptance of donation from Casa Alba Melanie for the Fire Department in the amount of $4,161.16***

ATTACHMENTS:

- 20240807083114121 (PDF)

Memo

To: Honorable Mayor James Boyd
Members of the Common Council

From: Fire Chief Alan Matzke AGM

Date: August 13, 2024

Re: Request to Accept Donation from Casa Alba Melanie

De Pere Fire Rescue is requesting approval to accept a donation from Casa Alba Melanie.

De Pere Fire Rescue was asked and agreed to participate in regional stroke education and care.

The goal was to execute stroke education to citizens of the community. For this effort, Casa Alba Melanie, committed to make a financial donation to the organizations participating.

Battalion Chief Brett Jansen serves as our EMS Service Director and takes on all the primary responsibilities of EMS administrative operations. Chief Jansen utilized his many years of experience to present to at risk members of the community.

I'm requesting approval to accept $4,161.16 from Casa Alba Melanie to our donation account.

Thank you for your consideration. If you have any questions, please do not hesitate to ask.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 13, 2024**
DEPARTMENT:	**Police**
FROM:	**Jeremy Muraski**
SUBJECT:	**Recommendation and Possible Action to Accept $4,271.51 grant from the Brown County Crime Prevention Funding Board for the purchase of 2 Traffic Radar Speed Boards and mounting brackets.***

Community Police Officers submitted a grant request to purchase two of the radar speed boards for use as traffic calming devices in De Pere. These are the radar signs that attach to street lights and power poles to display a motorists speed and flash a strobe light if they are speeding above a certain threshold. They do not take photos, or any other enforcement activity, but are a visual reminder and deterrent to encourage motorists to slow down. We look forward to being able to deploy these more frequently when we receive speed related complaints from citizens.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: **August 13, 2024**

DEPARTMENT: **Police**

FROM: **Jeremy Muraski**

SUBJECT: **Recommendation and Possible Action to Contract with Carfax for Police for Accident Report Publication and Vehicle Records Searches.***

We are looking to implement Carfax For Police. This service is utilized by several other law enforcement agencies in Brown County and allows us to publish accident reports for electronic access by drivers involved in accidents, insurance companies, legal representation, etc. Further, by participating in this service, we would gain access to the Carfax database, which can be useful in searching for vehicles by VIN or license plate number, and can help with solving vehicle related crimes. There is no cost to our agency to participate, and we can automate the sharing of our crash data to Carfax, which requires very minimal effort by our staff to coordinate and facilitate. Our Police Records Coordinator worked on this at her previous employer and stated it is not at all work intensive for us to participate. Last, but not least, this would allow us to charge a nominal fee for access to the reports.

We are proposing charging a small fee for accessing the reports which is allowed under state law, which would actually be less than or equal to the fees charged by the State of Wisconsin, which would represent a savings to our citizens, while still creating a small revenue stream for the City of De Pere. I am therefore seeking approval for two elements. The first would be authorization to enter into the attached contract for services with Carfax for Police. This contract was reviewed and approved by the city legal department.

The second authorization would be to establish a nominal charge for accident report access that would be less than or equal to the fees charged by the State of Wisconsin. Currently Wisconsin DOT charges $6 per report. We would propose a fee of $5. We would anticipate this would generate a small amount of revenue (perhaps $500-$1,000 per year) to be returned to the city's general fund.

ATTACHMENTS:

- De Pere WI - CARFAX For Police Terms and Conditions (Execution Copy 07-10-24 rbg) (PDF)

ENROLLMENT FORM FOR LAW ENFORCEMENT – DE PERE, WI

Official Agency Name (*must provide FULL name*) ("Agency"): De Pere Police Department

Agency ORI Number: WI-0050100

Name: Chief Jeremy Muraski Number of Sworn Officers: 38

Address: 325 S. Broadway City: De Pere

County: Brown State: WI Zip: 54115

Total Number of Motor Vehicle Crash Reports Written Last Year: 558

Agency wishes to use:

Investigative Tools and/or Driver Exchange Service	☒ Yes	☐ No
Report Distribution Service	☒ Yes	☐ No (If Yes, provide additional information requested below)
eCrash Service (only available if Agency uses the Report Distribution Service)	☐ Yes	☒ No

Additional information required for the Report Distribution Service:

Does applicable state or local law or regulation require that motor vehicle crash reports only be provided to specific interested parties? ☐ Yes ☐ No

Amount to be reimbursed to Agency for each crash report sold through the Report Distribution Service: $_____ ("Reimbursed Fee")

By signing below, I represent that I am duly authorized to execute this Enrollment Form on behalf of Agency and bind Agency to the CARFAX For Police Program Terms and Conditions.

Signature: _____ Title: _____

Printed Name: _____ Date: _____

Send completed form to: Tom Froelich | email: tomfroelich@carfax.com

CARFAX® For Police Program Terms and Conditions

These CARFAX® For Police Program Terms and Conditions (the "Terms and Conditions"), any enrollment form (each, an "Enrollment Form") signed or accepted by Agency, and any written exhibits and addenda to any Enrollment Form (whether entered into at the same time or at a later date) collectively form the agreement (the "Agreement") between CARFAX, Inc. ("CARFAX") and Agency and govern Agency's participation in the CARFAX® For Police Program (the "Program").

1. Definitions.

1.1 "Agency Crash Report" is defined as a motor vehicle crash or incident report created and/or collected by or on behalf of Agency (including but not limited to all data and information contained therein or derived therefrom).

1.2 "Alternative Vehicle History Provider" is defined as a provider or reseller of motor vehicle history data, information, products, and/or services other than CARFAX or the Wisconsin Department of Transportation.

1.3 Applicable Laws" are defined as any and all applicable U.S. and Canadian federal, state, local, or provincial/territorial laws (statutory, common or otherwise), rules, orders, regulations, requirements, guidance, executive orders, or other similar authority issued, enacted, adopted, promulgated, implemented, applied, or otherwise put into legal effect by or under the authority of any governmental regulator or self-regulatory body.

1.4 "Crash Data" is defined as all Agency Crash Reports (including but not limited to all eCrash Reports) and all other data and information related to motor vehicle crashes or other incidents (including but not limited to all Driver Exchange Information) that are: (a) provided by or on behalf of Agency to CARFAX under this Agreement, (b) uploaded, submitted and/or otherwise transmitted to or through any of the Services by or on behalf of Agency or any authorized user of the Services, and/or (c) otherwise received by CARFAX under this Agreement.

1.5 "DPPA" is defined as the Federal Driver's Privacy Protection Act (18 U.S.C. § 2721 et seq.) and/or analogous state laws.

1.6 "DPPA Permissible Use" is defined as a permissible use set forth in the DPPA.

1.7 "Driver Exchange Information" is defined as all data and information that is uploaded, submitted and/or otherwise transmitted to or through the Driver Exchange Service.

1.8 "Driver Exchange Service" is defined as the CARFAX service that facilitates the collection and exchange of data and information between or among drivers or other parties involved in motor vehicle crashes or other incidents.

1.9 "eCrash Report" is defined as an Agency Crash Report created by or on behalf of Agency using the eCrash Service.

1.10 "eCrash Service" is defined as the CARFAX motor vehicle crash report writing service that allows authorized users to create motor vehicle crash and incident reports.

1.11 "Effective Date" is defined as the date on which Agency first provides Crash Data to CARFAX in the form and format that allows CARFAX to upload such Crash Data to the VHDB and the Law Enforcement Database.

1.12 "Intellectual Property" is defined as the Services and all intellectual property relating either directly or indirectly to the Services, including but not limited to patents, design rights, copyrights, database rights, trade secrets, know-how and all derivative works thereof, including but not limited to future enhancements and modifications.

1.13 "Investigative Tools" is defined as: (a) the VHDB, (b) the VH Tools, (c) the Law Enforcement Database, (d) the Law Enforcement Information, and (e) all data and information contained in or derived from each of the foregoing.

1.14 "Law Enforcement Database" is defined as the CARFAX crash report database(s) that contains Law Enforcement Information.

1.15 "Law Enforcement Information" is defined as motor vehicle crash and incident reports that CARFAX obtains from or on behalf of law enforcement agencies (including but not limited to all data and information contained therein or derived therefrom).

1.16 "PII" is defined as information identifying an individual that is included in any motor vehicle crash or other incident report, such as first and last name of an involved party, date of birth, and driver's license number.

1.17 "Process", "Processing" or "Processed" is defined as any operation or set of operations performed, whether by manual or automated means, on PII or on sets of PII, such as collection, use, sale, sharing, retention, storage, disclosure, analysis, deletion, or modification of PII.

1.18 "Report Distribution Service" is defined as the CARFAX online platform that allows CARFAX to distribute and/or sell motor vehicle crash and incident reports on behalf of law enforcement agencies.

1.19 "Services" is defined as the Investigative Tools, the Driver Exchange Service, the Report Distribution Service, the eCrash Service, and any other products and services that CARFAX makes available to Agency from time to time under this Agreement.

1.20 "VH Tools" is defined as CARFAX Vehicle History Reports, QuickVIN®, VINAlert®, Partial License Plate Search and such other products and services that CARFAX makes available to Agency from time to time under this Agreement.

1.21 "VHDB" is defined as the CARFAX vehicle history database(s) that contains data and information regarding motor vehicle transactions.

2. Services.

2.1 Investigative Tools. If Agency elects to use the Investigative Tools, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to: (a) access and use the VH Tools solely for Agency's use in law enforcement investigations, and (b) access the Law Enforcement Database to obtain and use the Law Enforcement Information solely for Agency's use in law enforcement investigations. To the extent "personal information" (as such term is defined under the DPPA) is contained in any Law Enforcement Information and the disclosure and use of such personal information is subject to the DPPA, Agency represents and warrants for itself and each Agency user that it shall comply with the DPPA, including without limitation disclosing such personal information only in connection with a DPPA Permissible Use. Notwithstanding anything to the contrary in this Agreement, in no event shall Agency use the Investigative Tools for any Prohibited Purposes (as defined below).

2.2 Driver Exchange Service. If Agency elects to use the Driver Exchange Service (when available), CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to access and use the Driver Exchange Service solely to: (a) collect, or facilitate the collection of, data and information relating to a motor vehicle crash or other incident and (b) facilitate the exchange of such data and information to drivers or other parties involved in such motor vehicle crash or other incident. Agency authorizes CARFAX to act as Agency's service provider to store and maintain the Driver Exchange Information, notify the individuals using the Driver Exchange Service to access the Driver Exchange Information, and provide such Driver Exchange Information (in whole or in part) to such individuals and/or their representatives.

2.3 Report Distribution Service. If Agency elects to use the Report Distribution Service, Agency authorizes CARFAX to act as Agency's service provider to: (a) offer to sell and sell (or at Agency's request, offer to provide or provide at no cost) through the Report Distribution Service all Agency Crash Reports (including but not limited to e-Crash Reports) that CARFAX receives under this Agreement and/or all Agency-authorized rendered versions of the Agency Crash Reports, as applicable (collectively, the "Distributed Reports"), and (b) store and maintain all such Distributed Reports as well as any information collected from requesters

of such Distributed Reports as necessary to provide the Report Distribution Service in compliance with Applicable Laws. Agency authorizes CARFAX to issue press releases and public statements relating to Agency's use of the Report Distribution Service. Agency shall: (a) include on its website(s) and social media site(s) one or more hyperlinks to the Report Distribution Service; (b) direct all individuals and entities that want to purchase Distributed Reports to the Report Distribution Service; and (c) direct all calls that Agency receives relating to CARFAX or the Report Distribution Service to 1-800-990-2452 or such other phone number designated by CARFAX. Within thirty (30) days after the end of each calendar month, CARFAX will pay Agency the Reimbursed Fee for each Distributed Report sold through the Report Distribution Service. Agency will notify CARFAX in writing of any change to the Reimbursed Fee and any such change will take effect thirty (30) days after CARFAX's receipt of such notice.

2.4 eCrash Service. If Agency elects to use the eCrash Service, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license to access and use the eCrash Service solely to create eCrash Reports. Agency shall be solely responsible for: (a) any and all data and information entered into the eCrash Service and (b) approval of the data and information to create the eCrash Report. Agency understands and agrees that CARFAX may store and maintain any and all such data and information entered into the eCrash Services within its systems. Agency shall notify CARFAX in writing if any Applicable Laws limit CARFAX's use or distribution of the eCrash Reports. Once an eCrash Report has been approved by Agency, CARFAX may use and distribute such e-Crash Report as permitted under this Agreement. If CARFAX or Agency terminates Agency's use of the eCrash Service, Agency will no longer have access to the eCrash Service to create new eCrash Reports or approve previously-created eCrash Reports.

2.5 Agency Account. Promptly following the Effective Date, CARFAX will establish an account to allow Agency and authorized employees of Agency to access the Services that Agency elected and is permitted to use under this Agreement (the "Agency Account"). Agency acknowledges and agrees that it is responsible for all use and misuse that arise out of the Agency Account and the username(s) and password(s) used to gain access to the Agency Account.

2.6 Restrictions on Access and Use of CARFAX Services. Agency shall not: (a) provide, offer, distribute, sell, resell, or otherwise disclose any data or information made available or derived from the Investigative Tools in any way to any third party (except to the extent necessary to comply with Applicable Laws); (b) allow any third party (excluding individuals who use the Driver Exchange Service (or their representatives)) to view, access or use any of the Services; (c) use or permit the use of any of the Services for personal purposes or in contravention of any Applicable Laws; or (d) introduce into the Services any viruses, spyware or other software that is intended to disrupt, delete, damage or alter any of the Services. Systematic access to the Services or retrieval of data or information included in or derived from the Services, including but not limited to the use of "bots" or "spiders," is strictly prohibited. Without limiting CARFAX's other rights under this Agreement, CARFAX may, upon written notice (e-mail acceptable) to Agency, suspend Agency's access to one or more of the Services (in whole or in part) for any breach of this Agreement by Agency.

2.7 Certifications. Agency hereby represents, warrants, and certifies to CARFAX that any and all of the data or information that Agency and employees of Agency obtain through or derive from the Investigative Tools shall: (a) not be used for civil immigration purposes; (b) not knowingly be disseminated to any third party for any purpose related to civil immigration enforcement; (c) not be used to conduct surveillance or to investigate or locate an individual for reasons not specifically related to motor vehicle activity, including, but not limited to, immigration enforcement, divorce disputes, and matchmaking services; or (d) not be used or disclosed in violation of any Applicable Laws (each of the foregoing shall be collectively referred to as "Prohibited Purposes").

2.8 Agency Applications. If Agency elects to integrate access to the Services through one or more of its applications and/or websites, CARFAX grants to Agency a limited, revocable, nontransferable, nonsublicensable and nonexclusive license during the Term to integrate access to the Services through one or more Agency applications and/or websites that are pre-approved by CARFAX in writing (e-mail acceptable) (each, an "Approved Agency Application") for use only by authorized employees of Agency (each, an "Authorized User") in accordance with this Agreement. Agency shall obtain CARFAX's prior written approval of the initial content, format, look and feel and the entire viewing process and experience ("User Experience") for an Authorized User to access the Services through the applicable Approved Agency Application. Thereafter, Agency may make changes to the User Experience, provided that Agency shall obtain CARFAX's prior written approval of any material changes to the User Experience. Agency will integrate one or more URL links designated by CARFAX (collectively, the "URL Link") into the Approved Agency Application in a manner mutually agreed upon by the parties in writing, which URL Link will direct an Authorized User: (a) to the Services if such Authorized User has an existing username and password to gain access to the Agency Account or (b) a landing page where such Authorized User can activate a username and password to gain access to the Agency Account if such Authorized User does not have an existing one.

3. Agency's Security Obligations.

3.1 Security of Law Enforcement Information. Agency acknowledges that the Law Enforcement Database contains Law Enforcement Information that may include PII. Agency must protect against any unauthorized access to, and/or any unauthorized disclosure or use of, the Law Enforcement Information. Agency shall keep the Law Enforcement Information confidential and secure, including but not limited to by: (a) restricting access to the Law Enforcement Information to authorized employees of Agency who have a need to know as part of their official duties; (b) ensuring that the Agency Account and the Law Enforcement Information are accessed solely for law enforcement investigations as permitted under this Agreement; and (c) implementing and maintaining a comprehensive information security program that, at a minimum, meets all requirements of Applicable Laws regulating the Processing and/or security of PII, including implementing and maintaining applicable administrative, organizational, and technical safeguards to protect the security, confidentiality, and integrity of the data contained in the Law Enforcement Information.

3.2 Security Incident. In the event of any actual or reasonably suspected unauthorized access to, and/or unauthorized disclosure or use of, any PII contained in the Law Enforcement Information that is caused by any acts or omissions of Agency or any of Agency's officers, employees, or agents (collectively, "Agency Incident"), Agency shall promptly notify CARFAX of such Agency Incident and shall fully cooperate with CARFAX in investigating such Agency Incident and preventing the recurrence of an Agency Incident. In connection with an Agency Incident, Agency shall be responsible for, and shall bear all costs associated with, complying with the legal and regulatory obligations arising under any Applicable Laws. Without CARFAX's prior written consent, Agency shall not reference CARFAX, the Program or any of the Services in connection with any Agency Incident, including but not limited to in any notices to (a) the individuals whose information is the subject of an Agency Incident or (b) any regulatory entities, credit reporting agencies or other parties.

4. Provision of Crash Data. Agency hereby provides (or authorizes its third party service provider to provide) to CARFAX all Agency Crash Reports and Crash Data (as applicable). Agency understands that CARFAX relies on its sources for the accuracy and reliability of the Crash Data, and therefore Agency shall notify CARFAX of erroneous data and information in any Crash Data. Agency authorizes CARFAX to include any and all non-personal data and information from the Crash Data in the VHDB, and to use such data and information from the Crash Data in connection with any data, products or services provided by CARFAX. Agency authorizes CARFAX to include any and all data and information from the Crash Data in the Law Enforcement Database and to use such data and information in connection with any data, products or services that CARFAX provides to law enforcement agencies. Agency agrees to use its best efforts to provide to CARFAX, upon CARFAX's request, another copy of any previously provided Crash Data as soon as reasonably possible after such request.

5. Crash Data Restrictions. Because of the significant investment CARFAX has made and continues to make in the Services that CARFAX licenses to Agency for free, Agency shall not, directly or indirectly: (a) offer, sell, resell, distribute, license, sublicense, transfer, or otherwise provide any Crash Data, in whole or in part, whether in electronic, digital

paper or any other form or manner, to any Alternative Vehicle History Provider or (b) allow any person or entity to offer, sell, resell, distribute, license, sublicense, transfer, or otherwise provide any Crash Data, in whole or in part, whether in electronic, digital, paper or any other form or manner, to any Alternative Vehicle History Provider (collectively, the "Crash Data Restrictions"). Without limiting the foregoing, Agency shall ensure that each person or entity that receives any Crash Data from Agency (or a third party on Agency's behalf) (each, a "Crash Data Recipient") shall be bound by a written agreement that: (i) obligates such Crash Data Recipient to comply with the Crash Data Restrictions and (ii) names CARFAX as an intended third party beneficiary with the right to enforce the Crash Data Restrictions directly against such Crash Data Recipient. Agency agrees to notify CARFAX of any suspected or known breach of the Crash Data Restrictions by a Crash Data Recipient, and at CARFAX's request, Agency will enforce the terms of such agreement against the Crash Data Recipient.

6. Intellectual Property; Marks. Agency acknowledges that Intellectual Property is and will remain the property of CARFAX. Each party hereby grants to the other party a nonexclusive, nontransferable, revocable right to use such of its trademarks, service marks, logos and trade names and other designations that are provided by the granting party to the other party (collectively, the "Marks") for the sole purpose of performing such party's obligations and exercising such party's rights under this Agreement. Each party represents and warrants that it has all necessary right, title, interest, and/or license in and to its Marks to grant to the other party the license to use its Marks as provided herein.

7. CARFAX's Obligations as Service Provider. Agency agrees that, in connection with the applicable Services, CARFAX is acting as Agency's service provider for purposes of Processing of any PII contained in the Crash Data (collectively, "Agency PII"). To the extent that the disclosure and use of Agency PII is subject to the DPPA, CARFAX shall only release such Agency PII upon certification by the requester that the requester is a party involved in the motor vehicle crash or incident or has a DPPA Permissible Use. CARFAX shall implement and maintain commercially reasonable applicable administrative, organizational, and technical safeguards to protect the security, confidentiality, and integrity of Agency PII. The parties agree that provision of the Agency PII to CARFAX is not a sale, as such term is defined by Applicable Laws (by way of example but not limitation, "sale" under California law includes the exchange of data for non-monetary consideration), of Agency PII to CARFAX, but is provided solely for purposes of CARFAX providing the applicable Services. Without limiting the generality of the foregoing, the parties agree that CARFAX shall not Process any Agency PII for any purpose other than for the purposes expressly permitted in this Agreement or otherwise permitted by Applicable Laws. Except to the extent permitted by or required to comply with Applicable Laws, CARFAX may not combine Agency PII with PII that it receives from or on behalf of any other person or entity or collects from its own interactions with any consumer. CARFAX certifies that it understands the restrictions in this Section 7 and shall comply with them. CARFAX will delete any Agency PII Processed by CARFAX within forty-five (45) days after its receipt of a written request for deletion of such Agency PII from Agency unless CARFAX is required, or it is reasonably necessary for CARFAX, to maintain such information. In the event of any actual or reasonably suspected unauthorized access to, and/or unauthorized disclosure or use of, Agency PII that is caused by any acts or omissions of CARFAX or any of CARFAX's employees (collectively, "CARFAX Incident"), CARFAX shall promptly notify Agency of such CARFAX Incident and shall fully cooperate with Agency in investigating such CARFAX Incident and preventing the recurrence of a CARFAX Incident. As between CARFAX and Agency, CARFAX shall be responsible for, and shall bear all costs associated with, complying with the legal and regulatory obligations arising under any data breach notification laws applicable to such CARFAX Incident.

8. Disclaimers. Agency acknowledges that CARFAX collects data from public records and other sources for use in the Investigative Tools and that this data may contain errors and omissions. CARFAX does not guarantee the correctness or completeness of the Investigative Tools, and CARFAX will have no liability for errors or omissions with respect to the Investigative Tools. Agency assumes full responsibility with respect to its decisions and transactions using the Investigative Tools. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE." CARFAX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND CARFAX EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability; Indemnification. EXCEPT FOR DAMAGES ARISING OUT OF CARFAX'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, IN NO EVENT WILL CARFAX BE LIABLE FOR CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR INCIDENTAL DAMAGES ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT, EVEN IF CARFAX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR DAMAGES ARISING OUT OF CARFAX'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, the cumulative liability of CARFAX under this Agreement will not exceed $1,000, and such amount will be Agency's exclusive remedy. Except to the extent prohibited by Applicable Laws, Agency shall indemnify and hold CARFAX, its affiliates and its and their respective directors, officers, employees and agents (collectively, the "CARFAX Indemnitees") harmless from any claims, suits, actions, investigations, damages, judgments, losses, settlements, penalties, fines, costs and expenses (including but not limited to reasonable attorneys' fees and costs) (collectively, "Damages") that CARFAX Indemnitees may incur or become liable for, solely to the extent and proportion such Damages arise from: (a) Agency's failure to comply with any Applicable Laws, (b) Agency's use of the Services, (c) Agency's breach of this Agreement, or (d) any third-party claim arising out of an Agency Incident. CARFAX shall indemnify and hold Agency harmless from any Damages that Agency may incur or become liable for, solely to the extent and proportion such Damages arise from (a) any third-party claims arising out of CARFAX's failure to comply with Applicable Laws, and (b) any third-party claims under data breach notification laws arising out of a CARFAX Incident.

10. Term and Termination.

10.1 Term. The term of this Agreement commences on the Effective Date and continues in effect for a period of one (1) year and thereafter will automatically renew for additional one (1) year periods unless either party provides the other party at least ninety (90) days written notice of its intention to terminate this Agreement prior to any renewal date (the "Term").

10.2 Termination; Survival. Agency may discontinue its access to and use of any Service at any time by giving at least thirty (30) days' prior written notice to CARFAX. Any termination of Agency's access to and use of a Service does not terminate any other Services that Agency may access and use under this Agreement. Either party may terminate this Agreement and/or any Service effective upon thirty (30) days' written notice if the other party breaches any provision of this Agreement and fails to cure such breach to the reasonable satisfaction of the non-breaching party within such thirty (30) day period. Upon any expiration or termination of a Service or this Agreement (as applicable), CARFAX may continue to use the Crash Data already acquired under this Agreement, and sell or offer to sell the Distributed Reports already acquired or rendered by CARFAX under this Agreement. Upon any expiration or termination of this Agreement, (a) Agency shall cease accessing the Services and (b) Agency understands that it will no longer have access to any eCrash Reports and is responsible for retaining all eCrash Reports on its own systems prior to the effective date of such expiration or termination. All provisions of this Agreement that expressly or should by their nature survive any expiration or termination of this Agreement shall so survive, including but not limited to this Section 10.2 and Sections 2.6(a), 2.7, 3, 6, 8, 9, and 11.

11. General Provisions. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and terminates and supersedes all previous agreements, whether oral or written, relating to the same subject matter. In the event of any ambiguity or conflict between any of the terms and conditions contained in the Enrollment Form and those set forth in these Terms and Conditions, the Terms and Conditions shall govern. CARFAX reserves the right to discontinue or modify, upon notification to Agency, any aspect of any of the Services licensed to Agency hereunder. CARFAX reserves the right to modify these Terms and Conditions and to impose new or additional terms and conditions at any time. Such modifications and additional terms and conditions will be effective immediately upon being posted online on the CARFAX For Police website (or such other successor website) and incorporated into this Agreement, and Agency's continued use of any of the Services will be deemed acceptance thereof. Each party shall comply

with all Applicable Laws with respect to its performance under this Agreement. This Agreement does not create a joint venture, partnership, agency, franchise, dealership, distributorship or employment relationship between the parties or any other relationship other than independent contractors. A party's failure to insist in any one or more instances upon the performance of any term, obligation, or condition of this Agreement by the other party, or to exercise any right or privilege conferred in this Agreement, will not be construed as a waiver of such term, obligation, or condition or a relinquishment of such right or privilege. Any waiver of a breach of any term or condition of this Agreement by a party will not be considered a waiver of any subsequent breach of the same or any other condition. If any provision of this Agreement is found invalid or unenforceable, that provision will be enforced to the maximum extent permissible, and the other provisions of this Agreement will remain in force, unless the invalidity or unenforceability of a provision materially alters the rights or obligations of a party. Agency shall not assign this Agreement without the prior written consent of CARFAX. A signed Agreement sent by fax or scanned and emailed, or signed via a recognized electronic signature service, shall be legally binding and enforceable.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 13, 2024**
DEPARTMENT:	**Plan Commission**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Consideration and Possible Action on a revised purchase/sale and development agreement terms with FBS Investment Group LLC for an expanded manufacturing facility at 2257 American Blvd (WD-1371).***

ATTACHMENTS:

- Bayside Agreement Amendment FP Memo Revision - 08132024 (DOCX)
- Site Plan - APPROVED - 22 Jan 2024 - Bayside Select Pages (PDF)

CITY OF DE PERE
MEMO

To: Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: August 13, 2024

RE: **Consideration and possible action on a revised purchase/sale agreement terms with FBS Investment Group LLC for an expanded manufacturing facility.**

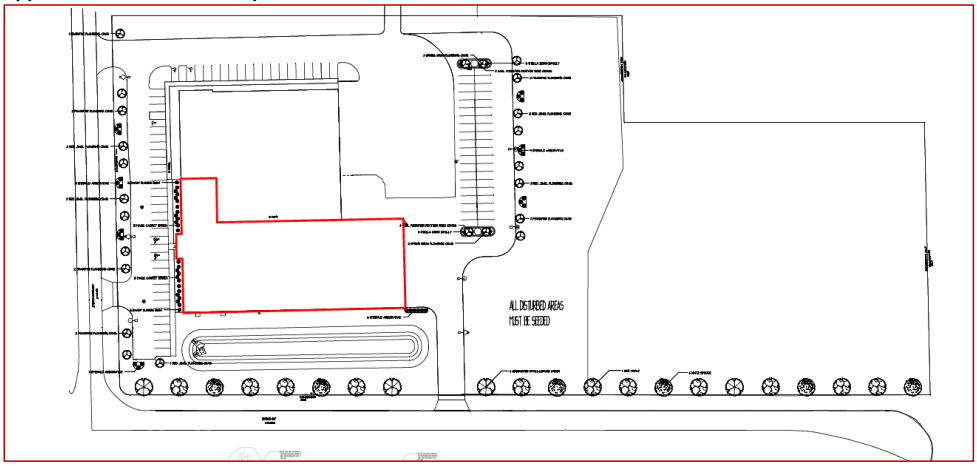
FBS Investment Group LLC (Bayside Machine), represented by Rob Salesky, worked with the City in 2019 and 2020 to acquire 3.979 acres to accommodate an expansion of the existing Bayside Machine location at 2257 American Boulevard. Part of the parent parcel WD-1138-1 was under option with the adjacent owners of Infinity Machine; therefore, the City worked with both parties to create a CSM that divided the 12-acre parcel into three separate developable parcels for each company to expand. Infinity Machine completed an expansion in early 2021; however, Bayside Machine was unable to complete its planned expansion due to COVID closures, material delays, steel price increases, and employment challenges. The expansion plan required the acquisition of City property and subsequent land combination to create one parcel. The City had to amend the TID No. 12 Boundary to facilitate the land combination. The City completed the TID Amendment in February 2020, approved the site plan in April 2020, and the City transferred the land via a land grant in March 2020. The agreement did include a PILOT agreement provision for any guaranteed assessed value shortfalls after January 1, 2021.

Since the start of the pandemic, Bayside Machine incrementally expanded in a leased building in Ashwaubenon. The leased location allowed Bayside Machine to incrementally expand its operation and acquire over $1 million of new machinery without incurring inflated construction costs. Development Services staff have been in communication with Bayside Machine over the past few years to gauge the possibility of expanding and fulfill the terms of the agreement, return the 3.9 acres of land to the City, or return the cash grant and purchase the land. Bayside expressed the desire to bring both operations back to a single location. The City has an interest in developing the site as soon as possible; therefore, the City and Developer proposed to amend the existing agreement to facilitate an expansion.



Under the existing agreement, the City was to pay Bayside Machine two PAYGO payments totaling $65,393. The City has not enforced the PILOT payment requirement in the hopes of helping to kick-start the project. The City could continue with a PAYGO grant payment if the proposed project expands to include a larger building. Therefore, Bayside Machine proposed to expand the existing agreement to now include a 30,689-square-foot warehouse and office addition and requested an amendment to the development agreement. Additionally, due to bookkeep and the potential buyout of an investor Bayside requests the return of the Site Assembly Grant and purchase the property outright for $139,265 for the City to then turn that amount back to the Developer upon completion of the project through a Project Cost Reimbursement Grant.

Approved Site Plan and Proposed Revision



	Developer Agreement Revisions		
Description	**Existing Agreement**	**Proposed Revision (Jan 2022 – not completed)**	**Proposed Revision (Sept 2022-2024)**
Site Plan Approval	March 23, 2020	Prior to Recording Agreement	January 24, 2024
Commencement of Construction	First Half 2020	October 1, 2022	April 1, 2025
Substantial Completion	January 1, 2021	January 1, 2024	December 31, 2025
Pre-Construction Value	$1,657,200 (2019)	$1,861,400 (2021 – additional land)	$2,366,100 (2024)
Guaranteed Value	$3,703,775	$5,500,000	$4,481,400
Building Expansion	**Approximately 25,000 sq ft**	**Approximately 75,000 sq ft**	**Approximately 30,689 sq ft**
Property to remain taxable for the life of TID No. 12	Yes	Yes (unchanged)	Yes (unchanged)
Pilot Payment	Yes	Yes	Yes (unchanged)
Site Assembly Grant	$139,265	$0 (to pay City $139,265)	$0 (to pay City $139,265)
Incentive	$65,393 over two years	$299,265 in total property tax PAYGO at a 90/10 (developer/City) ratio until incentives reach $299,265	$139,265 in Project Grant $205,000 in total property tax PAYGO at a 90/10 (developer/City) ratio until incentives reach $205,000

PROPOSED TERMS

General Information

Purposed Use:	Office and manufacturing expansion
Current Value:	$2,366,100 (2024 Values)
Anticipated New Increment Value:	$2,115,000 (rounded – 6,080 sq ft x $125 and 24,609 x $55 sq ft)
Anticipated Total Value:	$4,481,400
Newly Generated Annual Increment Revenue:	$32,462 (rounded -$2,115,000 x 0.015348387 current mill rate)
Total Generated Annual Increment Revenue:	$68,777 (rounded)
Property Sale Value	$139,265 (35,000 per acre x 3.9 acres)

Potential City Incentives:

Approximately $344,265 in an upfront development incentive and a PAYGO incentive or approximately 16.28% in equivalent cash grant funding of the estimated assessed value growth. The percentage is similar to other recent projects (Smet – Venture Ave, Wolter – Matthew Drive, etc).

Developer Obligations:

1. **Proposed Development:** The developer shall construct a minimum 30,000-square-foot single-story building.

2. **Timelines:**
   a. Secure site plan approvals by February 1, 2024.
   b. Commence construction by April 1, 2025.
   c. Complete Construction by December 31, 2025.
   d. Final assessed value by January 1, 2026.

3. **Repayment of the Site Assembly Grant:** The Developer shall repay the City $139,265 for the previous site assembly grant in exchange for the PAYGO agreement listed in the City Obligations below. Payment to the City shall be within 30 days after the recording of an agreement.

4. **Assessed Value and Tax Revenue:** Developer guarantees a minimum annual tax increment revenue value of $32,462. The City and/or State of Wisconsin shall assess the development project in accordance with the real estate valuation requirements for similar mixed commercial under Wis. Stats, §70.32. The Total Project Grant is premised upon the completed development project having an equated assessed value equal to the guaranteed value for real property tax purposes of not less than $3,976,4000; however, in no case shall the total annual tax value be less than $68,777. The Developer will make a Payment In Lieu Of Tax to City (the "Deficit Payment") equal to the difference in taxes to be collected due to the shortfall in the annual tax increment revenue.

Commented [DL1]: Normally I would say this could be removed since it is a PAYGO however, we have lost 4 years of potential projects and thus we should retain this here.

City Obligations:

1. **Sale of Property:** Completed

2. **Developer Project Cost Reimbursement Grant.** The City shall provide developer with a Project Cost Reimbursement Grant ("project grant") of $139,265 to reimburse project costs incurred by the Developer. Such project grant shall be payable after the Certificate of Occupancy is issued and the entire site plan has been completed and the Development Services Director has reviewed and verified final project costs, which such review may not be unreasonably withheld or delayed. However, at no point shall the project grant be issued prior to September 1st of the subject year unless the Developer notifies the City by October 1st of the preceding year that they expect to complete the project between January 1st and August 31st of the subject year.

Commented [DJL2]: This can be removed since we will have the $139,265 from the land sale.

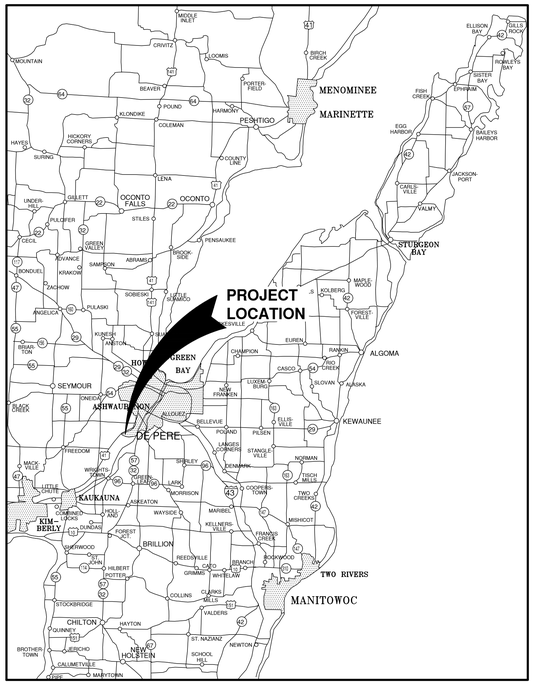
3. **Project Cost Reimbursement Grant - PAYGO.** The City is to rebate a calculated portion of the annual increment back to Bayside Machine in the form of a PAYGO Agreement. The calculation shall be the value of 90% of the annual increment received up to a net present value of $205,000 (approximately 7 years). The

calculated annual rebate will be roughly $29,285. The total NPV of the incentive shall equal $205,000 and any shortfall in a given year shall be made up in the remaining years until the district closes. Should the cumulative total of the Development Incentive not reach the $205,000 threshold, then the City would not be responsible for the remaining balance since the Developer did not incur the necessary tax expense due to decreasing mill rates impacting the operating expenses.

Recommendation:
If the Finance and Personnel Committee approves the proposed terms, the City will draft a Developer's Agreement that will be reviewed by the Common Council at a future meeting. Please contact me with any questions regarding this item.

SITE DEVELOPMENT FOR
BAYSIDE MACHINE CORPORATION
2257 AMERICAN BOULEVARD
CITY OF DE PERE, BROWN COUNTY, WISCONSIN

ATTENTION!
DOWNLOADED PLANS ARE NOT SCALEABLE, NEITHER THE OWNER OR THE ENGINEER SHALL BE HELD RESPONSIBLE FOR THE SCALE OR PRINT QUALITY OF DOWNLOADED PLANS. ONLY PRINTED PLANS FROM BLUE PRINT SERVICE CO., INC. SHALL BE CONSIDERED TO BE SCALEABLE PLANS.



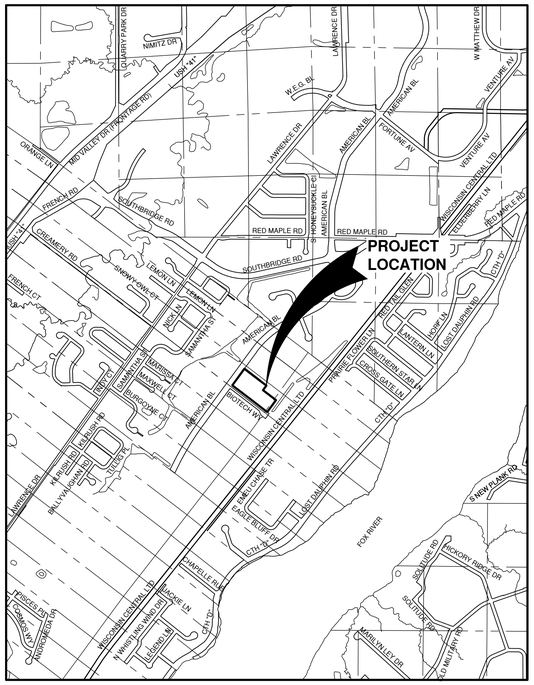
VICINITY MAP

NOTE:
EXISTING UTILITIES SHOWN ON PLANS ARE APPROXIMATE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING EXACT LOCATIONS AND ELEVATIONS OF ALL UTILITIES, WHETHER SHOWN OR NOT, FROM THE OWNERS OF THE RESPECTIVE UTILITIES. ALL UTILITY OWNERS SHALL BE NOTIFIED FOR LOCATES BY THE CONTRACTOR 72 HOURS PRIOR TO EXCAVATION.

NOTE:
ALL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO CONSTRUCTION AND SHALL CONFORM TO THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES CONSTRUCTION SITE EROSION CONTROL AND TECHNICAL STANDARDS.

INDEX TO DRAWINGS

SHT. NO.	DESCRIPTION
C-0	LOCATION MAPS AND INDEX TO DRAWINGS
C-1	EXISTING SITE CONDITIONS
C-2	SITE PLAN
C-3	UTILITY PLAN
C-4	GRADING PLAN AND EROSION CONTROL PLAN
C-5	MISCELLANEOUS DETAILS
C-6	EROSION CONTROL - INLET PROTECTION TYPES A, B, C AND D
C-7	EROSION CONTROL - INLET PROTECTION TYPE D-HR AND TYPE D-M
C-8	EROSION CONTROL - DITCH CHECK DETAILS
C-9	EROSION CONTROL - SHEET FLOW DETAILS
C-10	EROSION CONTROL - TRACKOUT CONTROL PRACTICES
C-11	LIGHTING PLAN



LOCATION MAP

NO.	DATE	APPROV.	REVISION
1	8-18-2022	AJB	REVISED CITY SUBMITTAL
2	11-3-2023	AJB	REVISED CITY SUBMITTAL

DRAWN EMK
CHECKED BBB
DESIGNED AJB

SITE DEVELOPMENT FOR
BAYSIDE MACHINE CORPORATION - 2257 AMERICAN BLVD
CITY OF DE PERE
BROWN COUNTY,WISCONSIN

LOCATION MAPS AND INDEX TO DRAWINGS

DATE 01/2020
FILE 5986001C
JOB NO. 5986001

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155
920-662-9641 www.releeinc.com

SHEET NO. C-0

File: R:\5960\5986\5986001\dwg\5986001C.dwg
Plot Date: Dec 22, 2023 - 9:43am
Layout: E+A ANSI D

UTILITY INFORMATION:

UTILITIES PRESENT:
CITY OF DE PERE DEPARTMENT OF PUBLIC WORKS, CENTRAL BROWN COUNTY WATER AUTHORITY, GREEN BAY METROPOLITAN SEWER DISTRICT, WISCONSIN PUBLIC SERVICE CORPORATION, AT & T, TIME WARNER CABLE AND NET LEC.

UTILITIES SHOWN ON THIS MAP ARE BASED ON LOCATES FROM:

DIGGER'S HOTLINE TICKETS NUMBERED 20191520238 AND 20191520240, BOTH DATED 04-22-2019, VISIBLE OBSERVATION AND RECORD UTILITY PLAN DOCUMENTS. UTILITY LINE LOCATIONS SHOULD BE VERIFIED PRIOR TO ANY DIGGING. THIS SITE MAY CONTAIN BURIED UTILITIES NOT IDENTIFIED ON THIS MAP.

DIGGERS HOTLINE = 1-800-242-8511

WATER/SANITARY/STORM SEWER:
DEPARTMENT OF PUBLIC WORKS
CITY OF DE PERE
925 SIXTH ST.
DE PERE, WI 54155

(920) 339-8076

WATER:
CENTRAL BROWN CO.
WATER AUTHORITY
3100 EATON RD
BELLEVUE, WI 54311

(920) 884-1077

SANITARY SEWER:
GBMSD
2231 N. QUINCY ST.
GREEN BAY, WI 54302

(920)432-4893

GAS & ELECTRIC:
WISCONSIN PUBLIC SERVICE CORP.
700 N. ADAMS ST.
GREEN BAY, WI 54307

(800) 797-7434

TELECOMMUNICATIONS:
AT & T / SBC
205 S. JEFFERSON ST.
GREEN BAY, WI 54301

(920) 433-4147

TELECOMMUNICATIONS:
TIME WARNER CABLE
2580 W. MASON ST.
GREEN BAY, WI 54303

(920) 944-1581

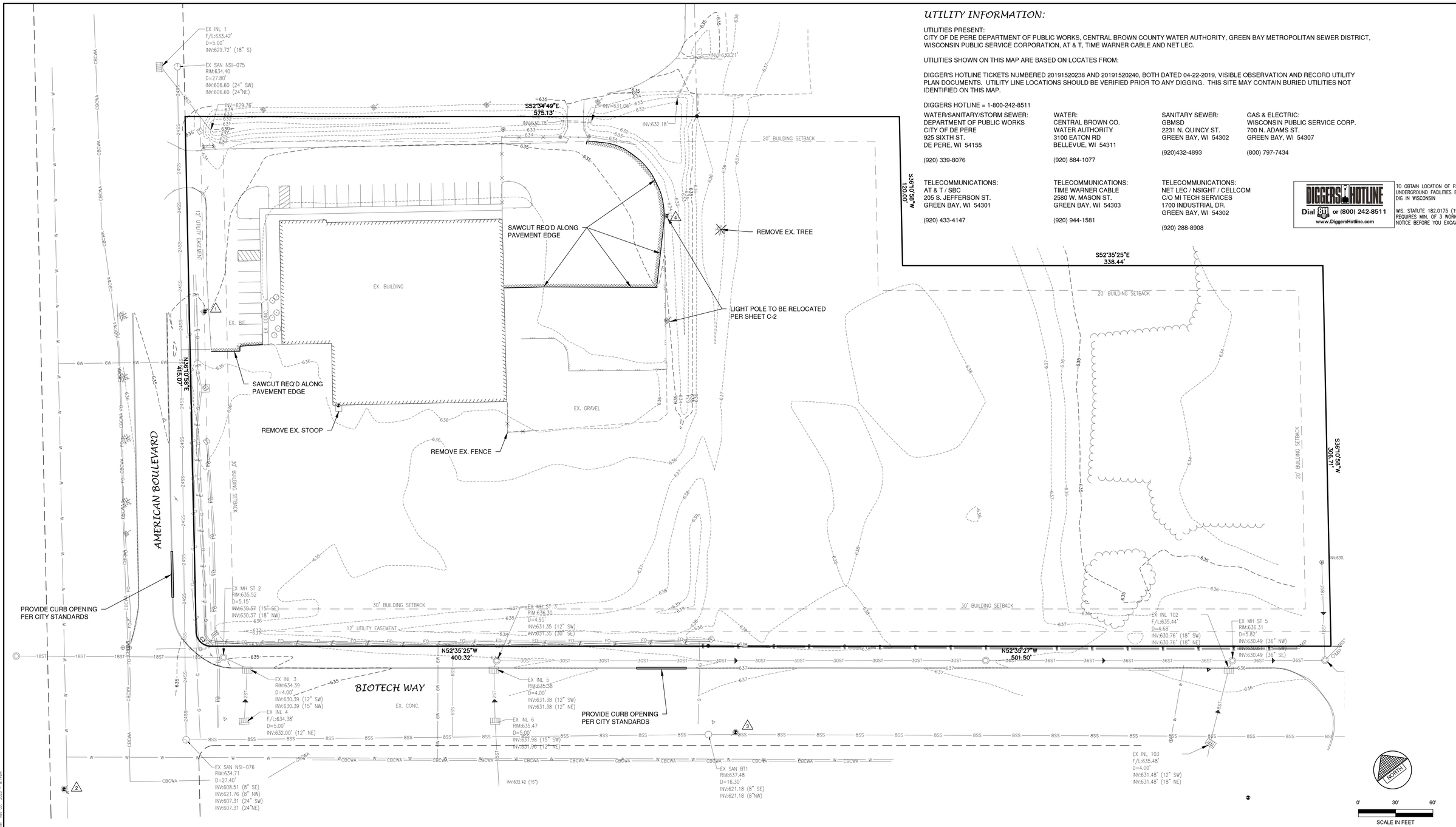
TELECOMMUNICATIONS:
NET LEC / NSIGHT / CELLCOM
C/O MI TECH SERVICES
1700 INDUSTRIAL DR.
GREEN BAY, WI 54302

(920) 288-8908

DIGGERS HOTLINE Dial 811 or (800) 242-8511 www.DiggersHotline.com

TO OBTAIN LOCATION OF PARTICIPANTS UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN

WIS. STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE.



OWNER INFORMATION:

BAYSIDE MACHINE CORPORATION
2257 AMERICAN BLVD
DE PERE, WI 54115

(920) 330-9972

CONTACT: ROB SALESKY

BENCHMARK	BENCHMARK ESTABLISHED BY: ROBERT E. LEE & ASSOCIATES, INC. **FIELD VERIFY BENCHMARKS FOR ACCURACY.**	
NO.	DESCRIPTION	EL.
1	WEST LIGHT POLE BOLT	638.23
2	HYDRANT FLAGBOLT	636.64
3	HYDRANT FLAGBOLT	638.39
4	EAST LIGHTPOLE BOLT	637.52

LEGEND

- FIRE HYDRANT
- WATER VALVE/CURB STOP
- WATER MANHOLE
- REDUCER/INCREASER
- SANITARY MANHOLE
- AIR RELIEF MANHOLE
- STORM MANHOLE
- OPEN STORM MANHOLE
- STORM INLET
- STORM INLET MANHOLE
- TANK COVER
- SOIL BORING
- POST
- IRON PIPE/ROD
- PK NAIL
- POWER POLE
- POWER POLE W/GUY WIRE
- LIGHT POLE
- TRAFFIC SIGNAL POLE
- ELECTRIC MANHOLE
- ELECTRIC METER
- TELEPHONE MANHOLE
- TELEPHONE PEDESTAL
- CABLE TV MANHOLE
- CABLE TV PEDESTAL
- GAS VALVE
- GAS METER
- MAILBOX
- SIGN
- BOLLARD
- DECIDUOUS TREE
- CONIFEROUS TREE
- BUSH
- RIP RAP
- CULVERT
- CONCRETE
- WETLANDS
- HANDICAP PARKING
- EDGE OF ASPHALT
- EDGE OF GRAVEL
- CURB & GUTTER
- TREE/BRUSH LINE
- CONTOUR LINE
- RETAINING WALL
- GUARD RAIL
- FENCE
- SANITARY SEWER (SIZE NOTED)
- FORCEMAIN (SIZE NOTED)
- STORM SEWER (SIZE NOTED)
- WATERMAIN (SIZE NOTED)
- GAS LINE
- OVERHEAD TELEPHONE LINE
- UNDERGROUND TELEPHONE LINE
- OVERHEAD ELECTRIC LINE
- UNDERGROUND ELECTRIC LINE
- OVERHEAD CABLE TV LINE
- CABLE TV LINE
- FIBER OPTIC LINE
- R/W LINE
- PROPERTY LINE
- EASEMENT LINE
- BUILDING SETBACK LINE
- SECTION LINE

NO.	DATE	APPROV.	REVISION
1	8-16-2022	AJB	REVISED CITY SUBMITTAL
2	11-3-2023	AJB	REVISED CITY SUBMITTAL

DRAWN EMK - LLP
CHECKED BBB
DESIGNED AJB

SITE DEVELOPMENT FOR
BAYSIDE MACHINE CORPORATION - 2257 AMERICAN BLVD
CITY OF DE PERE
BROWN COUNTY, WISCONSIN

EXISTING SITE CONDITIONS

DATE 11/2023
FILE 5986001T
JOB NO. 5986001

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155
920-662-9641 www.releinc.com

SHEET NO. C-1

File: B:\5986001\5986001.DWG,5986001T.dwg
Plot Date: Nov 03, 2023 - 8:15am
Layout: Ex1 (X_EXT)

REMOVE PORTION OF EXISTING CHAIN LINK FENCE

6' VINYL FENCE (TYP.)

S52°34'49"E 575.13'

30' BUILDING SETBACK

EX. ASPHALT

18" STANDARD CURB AND GUTTER

9.0' TYP.

24.0'

105.5'

18.5' 18.5'

EX. ASPHALT

105.5'

S52°35'25"E 338.44'

20' BUILDING SETBACK

S45°24'35"W 120.00'

N39°58'34"E 415.03'

30' BUILDING SETBACK

12' UTILITY EASEMENT

EX. BUILDING
25,000 S.F.

SAWCUT REQ'D ALONG PAVEMENT EDGE

OUTDOOR STORAGE AND REFUSE/RECYCLING STORAGE AREAS

SAWCUT REQ'D ALONG PAVEMENT EDGE

3' CURB HEAD TAPER

18" STANDARD CURB AND GUTTER ALONG TRANSFORMER

3' CURB HEAD TAPER

18" STANDARD CURB AND GUTTER

AMERICAN BOULEVARD

LANDSCAPE TO MATCH EX. LANDSCAPING

PR. BUILDING
30,689 S.F.

22.5'

20.0'

R10.0'

R24.0'

24.0'

R24.0'

37.0'

2.0' 2.0'

5.0'

R10.0'

18.5'

SIDEWALK WITH INTEGRAL CURB (TYP.)

R15.0'

FENCE AND ROLLING GATE PER GENERAL CONTRACTOR

9.0' TYP.

8" CONCRETE DRIVEWAY APRON AND SIDEWALK

DRY DETENTION POND
(SEE SHEET 4 FOR DETAILS)

100.0'

24.0'

R3.0'

30' BUILDING SETBACK

30' BUILDING SETBACK

EX. RAILROAD

S36°10'58"W 306.71'

20' BUILDING SETBACK

12' UTILITY EASEMENT

30.0'

N52°35'26"W 901.82'

CMP

CMP

PROVIDE CURB OPENING PER CITY STANDARDS, SEE NOTE 4 THIS SHEET.

5.0'

40.0'

0.5

PROVIDE CURB OPENING PER CITY STANDARDS, SEE NOTE 4 THIS SHEET

8" CONCRETE DRIVEWAY APRON AND SIDEWALK

BIOTECH WAY

NOTES

1. ALL DISTURBED AREAS SHALL BE TOPSOILED TO A DEPTH OF 6 INCHES, SEEDED AND MULCHED. AREA TO BE RAKED FREE OF STONES AND CLUMPS.
2. ALL PAVEMENT MARKINGS TO BE 4" PAVEMENT MARKINGS.
3. CONCRETE WORK IN THE RIGHT-OF-WAY NEEDS TO BE COMPLETED BY A LICENSED CONCRETE WORKER. CONCRETE WORKERS LICENSES CAN BE OBTAINED THROUGH DE PERE PUBLIC WORKS AT (920) 339-4061.
4. CURB CUTS ARE TO BE MADE WITH A HYDRAULIC MOUNTED CURB CUT MACHINE. BREAKING OFF THE CURB HEAD AT THE FLOW LINE WILL NOT BE PERMITTED AND WILL RESULT IN FULL CURB AND GUTTER REPLACEMENT

LEGEND

- CONCRETE PAVEMENT
- ASPHALT PAVEMENT (LIGHT) (25,330 S.F.)
- ASPHALT PAVEMENT (HEAVY) (16,936 S.F.)
- LANDSCAPE AREA
- GREEN SPACE
- TRAFFIC FLOW ARROW
- HANDICAPPED PARKING
- (12) INDICATES NUMBER OF PARKING STALLS
- LIGHT POLE (SEE LIGHTING PLAN)

1 RSHND PARKG

PARKING DATA

TOTAL PARKING STALLS PROVIDED = 91 (56 EXISTING)

HANDICAP ACCESSIBLE PARKING STALLS = 5

TOTAL PARKING STALLS REQUIRED:

$$\frac{1\ \text{STALL}}{1.5\ \text{EMPLOYEES}} + \frac{1\ \text{STALL}}{400\ \text{SF OFFICE SPACE}} + \frac{1\ \text{STALL}}{\text{VISITOR}}$$

$$\frac{1\ \text{STALL}}{1.5\ \text{EMPLOYEES}} \times 40\ \text{EMPLOYEES} + \frac{1\ \text{STALL}}{400\ \text{SF OFFICE SPACE}} \times 10{,}250\ \text{SF}$$

27 + 27 = 54

ZONING

BP-2

PARCEL NO.

WD-1371

ADDRESS

2257 AMERICAN BLVD
DE PERE, WI 54115

SITE DATA

TOTAL AREA = 8.02 ACRES, 349,138 S.F.

BUILDING AREA = 1.29 ACRES, 55,689 S.F. (16.1%)

SIDEWALK/PARKING LOT AREA = 1.79 ACRES, 78,289 S.F. (22.3%)

GREEN SPACE = 4.94 ACRES, 215,160 S.F. (61.6%)

NORTH

0' 30' 60'

SCALE IN FEET

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION
1	8-16-2022	AJB	REVISED CITY SUBMITTAL								
2	11-5-2022	AJB	STAFF COMMENTS								

DRAWN LLP
CHECKED ABB
DESIGNED AJB

SITE DEVELOPMENT FOR
BAYSIDE MACHINE CORPORATION - 2257 AMERICAN BLVD
CITY OF DE PERE
BROWN COUNTY, WISCONSIN

SITE PLAN

DATE 01/2020
FILE 5986001D
JOB NO. 5986001

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155
920-662-9641 www.releeinc.com

SHEET NO. C-2

File: C:\Users\JMBEP~1\AppData\Local\Temp\AcPublish_14312\5986001D.dwg
Plot Date: Dec 22, 2022 - 3:33pm
Layout: C-2 SITE

EX SAN NSI-075
RIM:634.40
D=27.80'
INV:606.60 (24" SW)
INV:606.60 (24"NE)

EX INLET 1
F/L:633.42'
D=5.00'
INV:629.72' (18" S)

INV=629.76'

INV=632.21'

INV=632.18'

14" x 23" APRON ENDWALL
WITH RIP RAP
E.O.P. INV:631.10 (14" x 23" S)

S52°34'49"E 575.13'

INV=630.78'

INV=631.06'

50'-14" x 23" ELLIPTICAL ST. SEWER @ 0.10%

ST INL 3 (TYPE B)
F/L:634.10
D=2.95'
INV:631.15 (14" x 23" N)
INV:631.15 (14" x 23" SW)

S34°57'49"W 120.00'

EX. ASPHALT

S52°35'25"E 338.44'

186'-14" x 23" ELLIPTICAL ST. SEWER @ 0.10%

EX. BUILDING
25,000 S.F.

ST INLET 1 (TYPE A)
RIM:635.00
D=3.53'
INV:631.47' (12" SW)

INSULATE STORM SEWER

N36°10'58"E 415.07'

EX. BIT.

EX. CONC.

PROPOSED ADDITION TO BE SERVED
WITH SANITARY SEWER THROUGH
EXISTING BUILDING

PR. BUILDING
30,689 S.F.

ST MH INL 4
F/L:634.80
D=3.47'
INV:631.33 (14" x 23" NE)
INV:631.33 (14" x 23" SW)

S36°10'58"W 306.71'

106'-12" ST. SEWER @ 0.26%

74'-12" ST. SEWER @ 0.26%

55'-14" x 23" ELLIPTICAL ST. SEWER @ 0.11%

ST INL 2 (TYPE A)
RIM:634.90
D=3.71'
INV:631.19 (12" NE)
INV:631.19' (12" S)

12" APRON ENDWALL
WITH RIP RAP
E.O.P. INV:631.00 (12" N)

30'-6" ST. SEWER @
1.04% MIN. (TYP.)

INV:633.00 (TYP.)

ST MH INL 5
RIM:634.85
D=3.46'
INV:631.39 (14" x 23" NE)
INV:631.88' (14" x 23" SW)

78'-14" x 23" ELLIPTICAL ST. SEWER @ 0.10%

AMERICAN BOULEVARD

ENDWALLS TO BE TIED
TO ADJACENT PIPE
(TYP.)

70'-15" ST. SEWER @ 0.25%

45° BEND

19'-15" ST. SEWER @ 0.25%

6" DAYLIGHT WITH RIP RAP (TYP.)

15" APRON ENDWALL
WITH RIP RAP
E.O.P. INV:630.59 (15" W)

15" APRON ENDWALL
WITH RIP RAP
E.O.P. INV:632.10 (15" SW)

14" x 23" APRON ENDWALL
WITH RIP RAP
E.O.P. INV:631.80 (14" x 23" NE)

50'-15" RCP ST. SEWER @ 1.00%

96'-6"
WATER
SERVICE

EX MH ST 3
RIM:636.30
D=4.95'
INV:631.35 (12" SW)
INV:631.35 (30" SE)

EX INL 102
F/L:635.44'
D=4.68'
INV:630.76' (18" SW)
INV:630.76" (18" NE)

CONNECT TO EXISTING 6" WATER SERVICE

CORE DRILL AND PROVIDE WATER
TIGHT CONNECTION TO EX. MANHOLE

CORE DRILL AND PROVIDE
WATER TIGHT CONNECTION
TO EX MH ST 3

N52°35'25"W 901.82'

EX INL 3
F/L:634.39'
D=4.00'
INV:630.39' (12" SW)
INV:630.39' (15" NW)

EX INL 5
F/L:635.38'
D=4.00'
INV:631.38' (12" SW)
INV:631.38' (12" NE)

EX MH ST 6
RIM:636.85
D=6.69'
INV:630.16 (36" NW)
INV:630.67 (18" NE)
INV:630.16 (36" E)

EX MH ST 2
RIM:635.52
D=5.15'
INV:630.37 (15" SE)
INV:630.37 (18" NW)
INV: 630.37 (12" NE)

EX INL 4
F/L:634.38'
D=5.00'
INV:632.00' (12" NE)

EX INL 6
F/L:635.47'
D=5.00'
INV:631.98' (15" SW)
INV:631.96' (12" NE)

BIOTECH WAY

EX SAN BT2
RIM:635.25
D=11.83'
INV:623.42 (8"NW)

EX INL 103
F/L:635.48'
D=4.00'
INV:631.48' (12" SW)
INV:631.48' (18" NE)

EX SAN BT1
RIM:637.48
D=16.39'
INV:621.18 (8" SE)
INV:621.18 (8"NW)

EX SAN NSI-076
RIM:634.71
D=27.40'
INV:608.51 (8" SE)
INV:621.76 (8" NW)
INV:607.31 (24" SW)
INV:607.31 (24"NE)

LEGEND

- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER (SIZE NOTED)
- PROPOSED STORM SEWER
- EXISTING STORM SEWER (SIZE NOTED)
- PROPOSED WATERMAIN
- EXISTING WATERMAIN (SIZE NOTED)

PROPOSED	EXISTING	
		FIRE HYDRANT
		WATER VALVE/CURB STOP
		WATER MANHOLE
		REDUCER/INCREASER
		SANITARY MANHOLE
		LIFT STATION
		TRACER WIRE SIGNAL CONNECTION BOX
		CLEANOUT
		STORM MANHOLE
		STORM CATCH BASIN
		STORM INLET
		STORM INLET MANHOLE
		YARD DRAIN
		STANDPIPE
		ROOF DOWNSPOUT

NOTE

1. A MINIMUM OF 6.5 FEET OF COVER SHALL BE MAINTAINED OVER ALL WATERMAIN.
2. SANITARY SEWER, WATERMAIN AND STORM SEWER SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FOR SEWER AND WATER CONSTRUCTION IN WISCONSIN AND ADMINISTRATIVE CODE CHAPTERS COMM 81-87.
3. FIELD VERIFY LOCATION OF EXISTING UTILITIES. IF EXISTING LOCATIONS DIFFER FROM WHAT IS INDICATED ON THE PLANS, **CONTACT ENGINEER,** PRIOR TO CONTINUED WORK.
4. ALL SANITARY SEWER, STORM SEWER AND WATER SERVICES / MAINS SHALL BE PROVIDED WITH TRACER WIRE OR OTHER METHOD TO BE LOCATED.
5. AN EXCAVATION PERMIT IS REQUIRED FOR ANY WORK IN THE PUBLIC RIGHT-OF-WAY. CONTRACTOR SHALL CONTACT DE PERE PUBLIC WORKS AT (920) 339-4061 TWO WEEKS IN ADVANCE OF WORK TO OBTAIN PERMITS

NORTH

0' 30' 60'

SCALE IN FEET

NO.	DATE	APPROV.	REVISION
1	8-18-2022	AJB	REVISED CITY SUBMITTAL
2	11/5/2022	AJB	STAFF COMMENTS

DRAWN: LLP
CHECKED: BBB
DESIGNED: AJB

SITE DEVELOPMENT FOR
BAYSIDE MACHINE CORPORATION-2257 AMERICAN BLVD
CITY OF DE PERE
BROWN COUNTY, WISCONSIN

UTILITY PLAN

DATE 01.2020
FILE 5986001D
JOB NO. 5986001

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155
920-662-9641 www.releeinc.com

SHEET NO. C-3

File: G:\Users\JMB\T~1\AppData\Local\Temp\AcPublish_14312\5986001D.dwg
Plot Date: Nov 22, 2022 - 3:32pm
Layout: C-3 Utility

AMERICAN BOULEVARD

BIOTECH WAY

EX. BUILDING
25,000 S.F.

PR. BUILDING
30,689 S.F.

EX. BIT.

EX. CONC.

S52°34'49"E 575.13'

S52°35'25"E 338.44'

S36°10'58"W 306.71'

N52°35'26"W 901.82'

S36°10'58"W 121.00'

N36°10'58"E 410.07'

MATCH EX. E.P. ±634.75

MATCH EX. E.P. ±634.60

MATCH EX. ±635.12

MATCH EX. E.P. ±636.45

MATCH EX. E.P. ±635.82

MATCH EX. E.P. ±635.33

F/L 634.10

E/P 634.35

E/P 635.80

E/P 634.88

E/P 635.00

E/P 636.45

E/P 636.50

E/P 636.50

H.P. 635.65

INLET PROTECTION REQ'D.

F/L 634.80

H.P. 635.15

E/P 635.60

E/P 636.00

E/P 635.35

RIM 634.85

E/P 635.95

E/P 636.45

E/P 635.35

INV: 631.80

INV: 630.59

E/P 637.10

S/W 637.00

E/P 637.55

S/W 637.45

MATCH EX. F.L. ±636.22

MATCH EX. F.L. ±636.48

S/W 635.99
EP 635.62

S/W 635.90
EP 635.65

RIM 635.00

E/P 634.50

E/P 635.45

S/W 636.29
EP 636.15

S/W 636.45

S/W 636.29
EP 636.29

S/W 636.45

S/W 636.29
EP 636.15

E/P 635.60

E/P 635.86

H.P. 635.50

S/W 636.29
EP 636.29

E/P 636.00

MATCH EX. F.L. ±635.28

S/W 635.90
EP 635.65

E/P 635.58

RIM 634.90

S/W 635.90
EP 635.50

S/W 635.90

MATCH EX. F.L. ±635.37

S/W 635.90
EP 635.65

E/P 635.25

S/W 635.75

E/P 635.42

E/P 635.85

E/P 635.50

H.P. 635.20

E/P 635.30

E/P 635.05

S/W 635.00
EP 634.50

DITCH CHECK REQ'D. (TYP.)

TRACKING PAD (TYP.)
REQUIRED AT ALL CONSTRUCTION
INGRESS / EGRESS ACCESS
POINTS. FULL WIDTH OF ACCESS .

CONSTRUCT 5' HIGH BERM. 5'
MIN. TOP WIDTH AND 3:1 SIDE
SLOPES. TOPSOIL, SEED, AND
E-MAT ALL BERM SLOPES

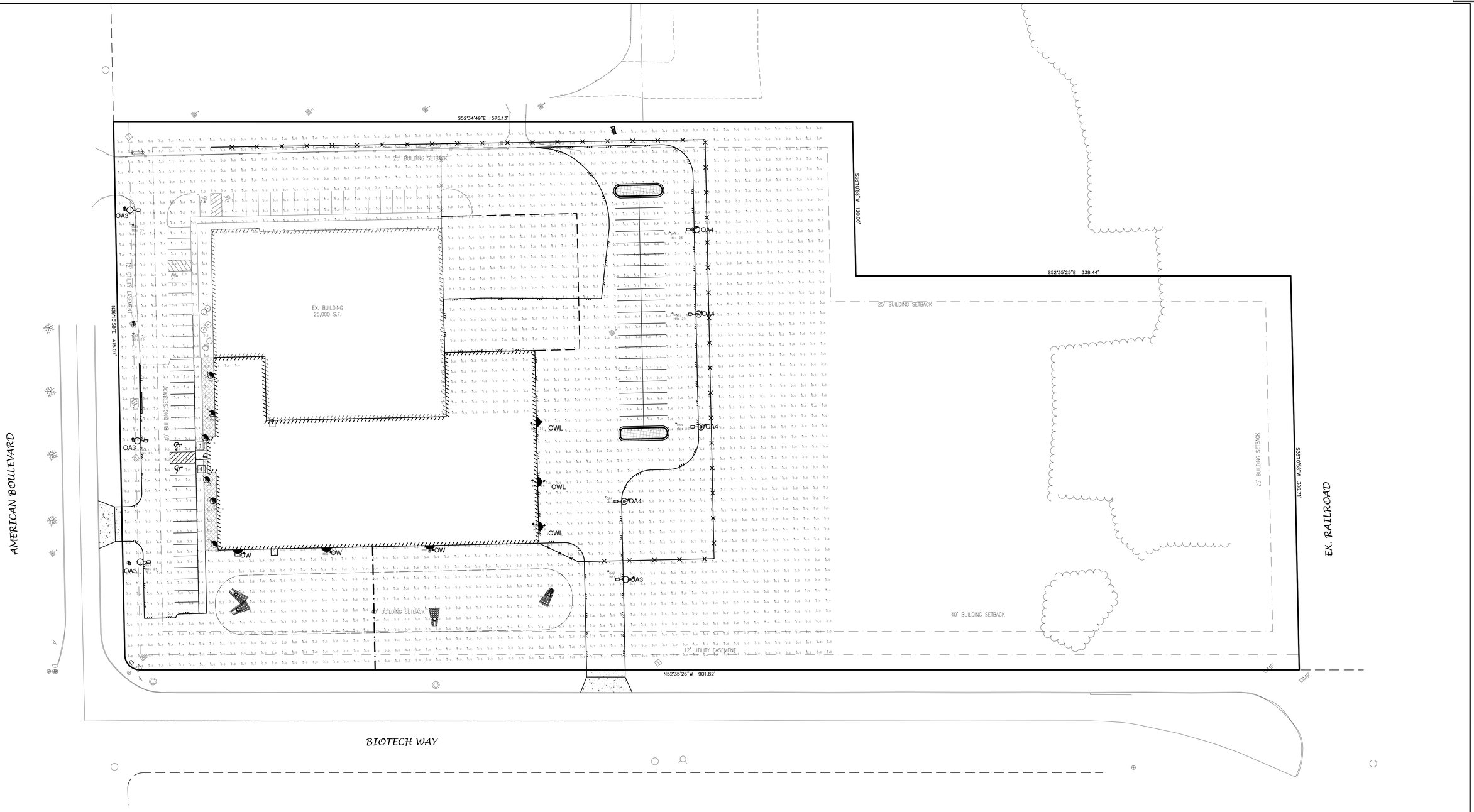
EROSION MAT REQ'D ON ALL 4:1
AND STEEPER SLOPES

SILT FENCE REQ'D. (TYP.)

CMP

EX. SAN. MH
RIM:636.58
INV:623.42 (8"NW)

EX. SAN. MH
RIM:635.25



TYP	SYMBOL	DESCRIPTION	LUMENS	QTY
OA3	OA3	LSI INDUSTRIES, MRS-LED-24L-SIL-3-40-70CRI-IL	16496	5
OA4	OA4	LSI INDUSTRIES, MRS-LED-24L-SIL-FT-40-70CRI	23640	4
OD		LSI INDUSTRIES, LCD6-LED-25L-40-FL-TR6R-SF-HA	2492	6
OW	OW	LSI INDUSTRIES, WLS-LED-03L-40	3132	3
OWL	OWL	LSI INDUSTRIES, XWS-LED-08L-SIL-FT-40-70CRI	7687	3

NOTE: LIGHTING CONTRACTOR TO VERIFY ALL LIGHTING FIXTURES MEET DARK SKY REQUIREMENTS AND CITY OF DE PERE ZONING CODE.

LIGHTING PLAN BY VISUAL IMPACT LIGHTING.

LEGEND

- WALL PACK (FOR TYPE DESIGNATION SEE TABLE TO LEFT)
- DOWNLIGHT (FOR TYPE DESIGNATION SEE TABLE TO LEFT)
- LIGHT POLE (FOR TYPE DESIGNATION SEE TABLE TO LEFT)

NORTH

0' 30' 60'

SCALE IN FEET

NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION	NO.	DATE	APPROV.	REVISION

DRAWN: LLP
CHECKED: BBB
DESIGNED: AJB

SITE DEVELOPMENT FOR
BAYSIDE MACHINE CORPORATION - 2257 AMERICAN BLVD
CITY OF DE PERE
BROWN COUNTY, WISCONSIN

LIGHTING PLAN

DATE: 01/2020
FILE: 5986001D
JOB NO.: 5986001

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD HOBART, WI 54155
920-662-9641 www.releeinc.com

SHEET NO. C-11

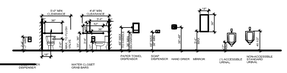
File: B:\JOBS\5986\5986001\LMD\5986001D.dwg
Plot Date: Dec 23, 2019 - 9:36am
LAYOUT: LIGHTING

FLOOR PLAN GENERAL NOTES:

1. ALL DIMENSIONS ARE TO FINISH SURFACES
2. INTERIOR PARTITIONS TO BE 362S125-30 METAL STUDS @ 16" O.C. W/ 1/2" GYPSUM BOARD BOTH SIDES W/ F.G. SOUND BATT UNLESS NOTED OTHERWISE. NOMINAL DIMENSIONED WIDTH 5"
3. BOX IN ALL PEMB COLUMNS WITH BYPSUM BOARD IN OFFICE AREA.
4. PROVIDE FIRE ALARM SYSTEM WITH SMOKE DETECTION IN EXISTING AND NEW MANUFACTURING / WAREHOUSE AREA (ALL BUILDING AREAS SOUTH OF FIREWALL). SEE APPROVED PETITION FOR VARIANCE - TRANSACTION ID #3292134.

FLOOR PLAN WORK NOTES:

1. VERIFY EXISTING 8" CMU WALL IS FILLED WITH CORE FILL FOAM INSULATION TO MEET 2 HOUR FIRE RATING REQUIREMENTS. PROVIDE FOAM CORE FILL IF NECESSARY.
2. VERIFY EXISTING DOORS ARE 1 1/2 HOUR FIRE RATED WITH LATCH AND CLOSER. REPLACE IF NECESSARY.
3. REMOVE WINDOW AND INFILL OPENING WITH METAL STUDS AND GYPSUM BOARD.
4. PROVIDE FURRING AND GYPSUM BOARD OVER EXISTING CMU WALL.
5. 1 HOUR STUD WALL - SEE DETAIL 1/A1.2
6. PASS THRU WINDOW - MAXIMUM SILL HEIGHT 34" AFF
7. FUTURE ELEVATOR FOR FUTURE SECOND FLOOR OFFICE BUILD-OUT. VERIFY SHAFT DIMENSIONS WITH ACTUAL ELEVATOR TO BE USED.
8. REMOVE SECTION OF WALL FOR NEW HALLWAY CONTINUATION.



GENERAL SPECIFICATION

These plans and specifications have been prepared for Fox Cities Builders, Seymour, Wisconsin (hereafter referred to as the contractor). The Architect will be responsible only to the contractor for work incorporated into the drawings and specifications. Civil, Plumbing, Heating-Ventilating and Electrical plans and specifications will be furnished by others. All contractors shall be responsible for complying to provisions of the Federal Occupational Safety & Health Act.

GENERAL CONDITIONS: All contractual agreements and responsibilities, including all insurance requirements and State of Wisconsin Regulations, are to be negotiated between Owner and the Contractors, both of whom will be responsible for furnishing all required insurances, including Unemployment & Workmen's Compensation requirements. Contractors shall be responsible for safety and accident prevention. There shall be no deviation from these plans and specifications without the written consent of the Architect. The Architect is not a party to any negotiations between Owner and his Contractors.

MECHANICAL TRADES: Plumbing, Heating-Ventilating and Electrical Work contracts are not a part of these plans. All work of these trades shall be done in strict accordance to all Local and State of Wisconsin Codes and Ordinances. Plumbing and Heating-Ventilating plans shall be submitted to the State of Wisconsin for approval. Electrical Contractor shall provide all required "EXIT" lights.

SITE WORK: Strip existing topsoil and store on the site as directed by the Owner. The site shall be graded to provide drainage away from the building.

EXCAVATION AND BACKFILLING: Excavate to required depths to receive footings as indicated on the drawings. Excavations shall be cut cleanly. Backfill around exterior of building with earth free from waste and debris. All backfill below slabs on grade to be granular material and compacted to 95% modified proctor. Maximum lift is 8 inches. Foundations are designed for 2000 PSF soil bearing capacity. The Contractor shall verify the adequacy of bearing soils and employ the services of a soils engineer if necessary. Architect shall be notified of presence of any questionable soils.

CONCRETE WORK: Concrete footings and slab shall be constructed to meet all requirements of the "Guide Specifications for Ready Mix Concrete". Strength to be minimum 3,000 PSI for walls and footings, and 4,000 PSI for floor slabs. Exterior flatwork shall be air entrained. Slump shall not exceed 4". Provide all required form work, as indicated on plans, and remove all forms after concrete has properly set. This contractor shall set all anchor bolts, as shown or required of proper size and length. Set by template. Furnish and place all reinforcing steel and welded wire mesh as called for. Reinforcing steel shall be intermediate grade, deformed, new billet steel meeting ASTM A-15. Bend bars a minimum 24" around corners and lap splices at least 20 bar diameters. Where not otherwise shown, the thickness of concrete over the reinforcement shall be:
1. Where concrete is deposited against the ground without the use of forms, not less than 3 inches.
2. Where concrete is deposited against forms and exposed to weather or soil, not less than 1-1/2 inches.

MASONRY: A. All masonry work shall be performed by skilled workmen in a competent manner. Joints shall be clean, straight, plumb, level and uniform. Chipped, cracked and broken units shall not be used.
All masonry shall be laid in running bond.
B. Reinforcing shall be used every second course of all masonry block walls. Provide three courses of brick for bearing. Dur-O-Wal shall be standard weight as required by the State of Wisconsin Dept. of COMM. Lap all reinforcements 6 inches.
C. 4" masonry shall be tied to backup material with 22 U.S. gage stainless steel anchors, 7/8" wide spaced 16" O.C. vertically and 32" O.C. horizontally.
D. Control joints shall be provided and spaced as follows unless specified otherwise on the plans:
Load-bearing walls: joint to corner - 30': joint to joint - 60' (0 to 20% wall openings)
joint to corner - 20': joint to joint - 40' (more than 20% wall openings)
Non-bearing walls: joint to corner - 25': joint to joint - 50' (0 to 20% wall openings)
Joint to corner - 20': joint to joint - 30' (more than 20% wall openings)
Joints in fire rated walls shall be filled with materials with same fire rating.
E. All concrete masonry units shall conform to ASTM C-90-70. Units shall be from a source approved by the State of Wisconsin and shall bear the mark of the manufacturer.

PRECAST CONCRETE: Precast concrete floor planks shall be 8". A 3" concrete topping will be installed. Plank must be designed for 85 PSF live load.

PRE-ENGINEERED METAL BUILDING: The building shall be supplied by a supplier yet to be determined (hereafter referred to as the manufacturer). The metal building, as shown, shall be manufactured by the manufacturer, and shall meet all of the loading requirements as outlined by the State of Wisconsin, Department of Safety & Professional Development, Safety & Buildings Division, for buildings of this type. The metal building and all applicable accessories shall be completely furnished and installed to manufacturers specifications, and as outlined in the Agreement between the Owner and Contractor. The building shall be of bay sizes shown on the plans.

LUMBER: Lumber for framing shall be #2 SPF or better unless otherwise noted. All wood in contact with concrete shall be pressure treated. Fire treated wood shall be used where noted,

COLD FORMED METAL FRAMING: Provide metal framing, which includes channel shaped steel studs and accessories. Steel studs shall be of size and gauge shown on the plans.

STRUCTURAL STEEL: All structural steel required, in addition to that furnished with the metal building, shall be A-36. Design shall conform to the latest AISC specification.

INSULATION: PEMB roof shall be fiberglass liner system as indicated on the drawings. Wall and entryway roof insulation shall be polyisocyanurate foam insulation in thickness indicated on the plan. All foam insulation shall be separated from the habitable space by a minimum 30 minute thermal barrier (½" gypsum board). Foundation perimeter insulation shall be extruded polystyrene foam in the thickness shown on the plans. All exposed insulation shall have a flame spread rating of 25 or less.

DOORS: All exit doors shall be hollow metal or wood with hollow metal frames; size and swing as shown on plan. Exterior doors shall be insulated. All exit doors shall have hardware that can be opened from the inside by pushing against a single bar or by turning a single lever.

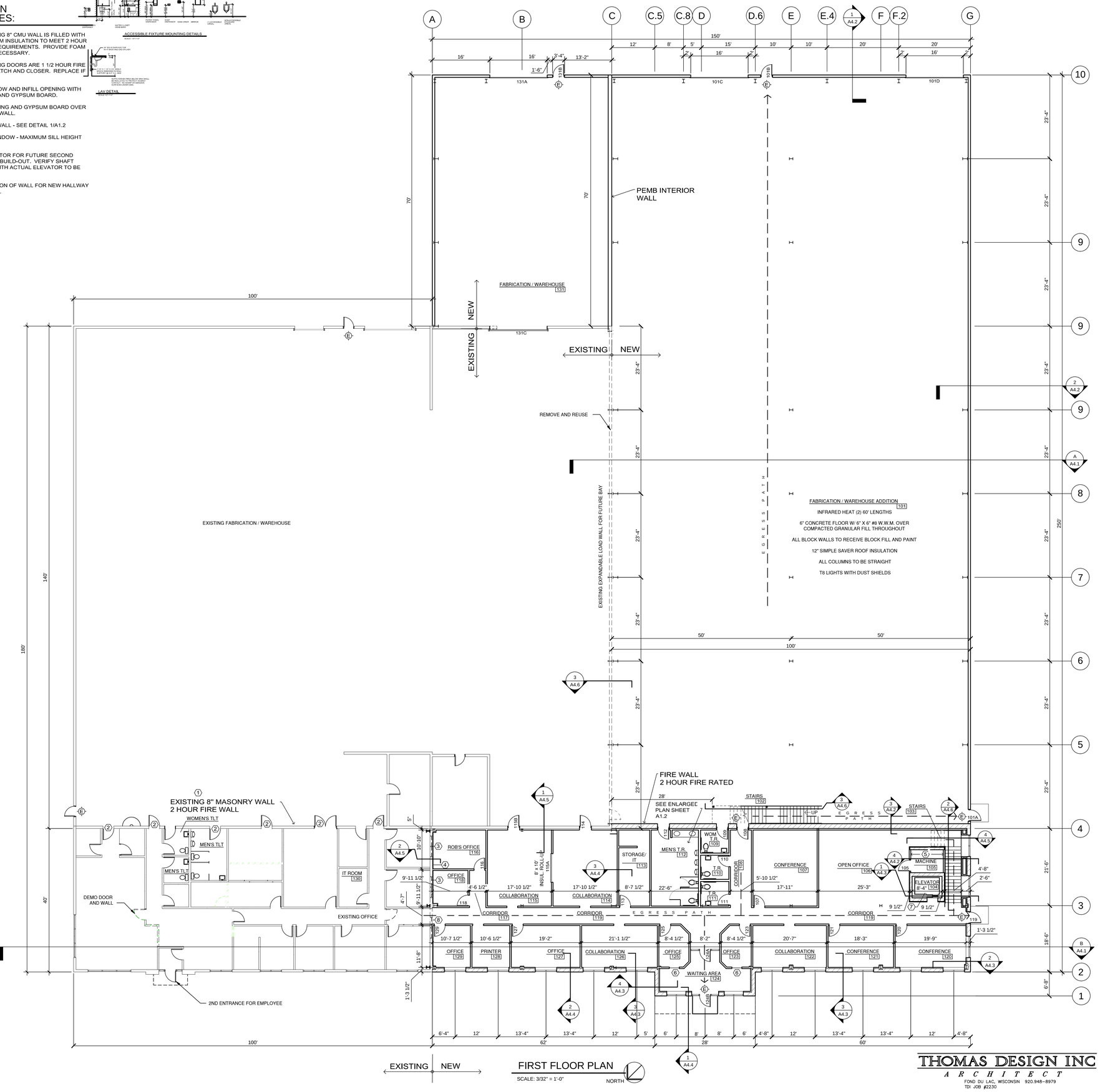
ALUMINUM DOORS & WINDOWS: Exterior units shall be 1", low-e, medium solar tint, double glaze, in thermally broken anodized aluminum frame - Kawneer 451T or equal. Glazing in door / sidelight assemblies shall be tempered. Interior units shall be have ¼" tempered glass.

OVERHEAD DOORS: Overhead doors shall be nominal 1 ¾" thick with polyurethane foam core.

BARRIER-FREE GENERAL REQUIREMENTS: Handicap accessible toilet rooms are shall conform to the following:
1. Floors shall be sealed concrete or ceramic tile. Provide a 6" ceramic tile base around the toilet rooms. The walls and ceilings shall be painted with light colored enamel. The doors shall be equipped with a closer.
2. Grab bars shall support 250 pounds minimum, shall have a smooth finish and an outside diameter of between 1" and 1-1/2", with 1-1/2" clearance between the bar and wall. Mount 36" above finish floor as shown on the floor plan.
3. Lavatory shall be mounted to allow 29" clear space below with a maximum rim height of 34".
4. Mirrors and towel dispensers shall be mounted not more than 40" above finish floor.
5. Sex Designation - letters not less than 1" high or symbols shall be used to designate men and women.
6. Water closets shall have a seat height of 17 to 19 inches.
7. Each toilet room shall be provided with mechanical exhaust ventilation of at least 3 cfm per square foot of floor area or 75 cfm per fixture (water closets and urinals).

FIRE EXTINGUISHERS: Furnish and install fire extinguishers per IFC 906 and NFPA 10.

EXIT LIGHTS: Provide an approved type illuminated sign bearing the work "EXIT" in 5" high letters above all doors shown thus (E) . Light shall have emergency battery backup capable of 90 minutes of continued illumination.



THOMAS DESIGN INC
ARCHITECT
FOND DU LAC, WISCONSIN 920.948-8979
TDI JOB #2230

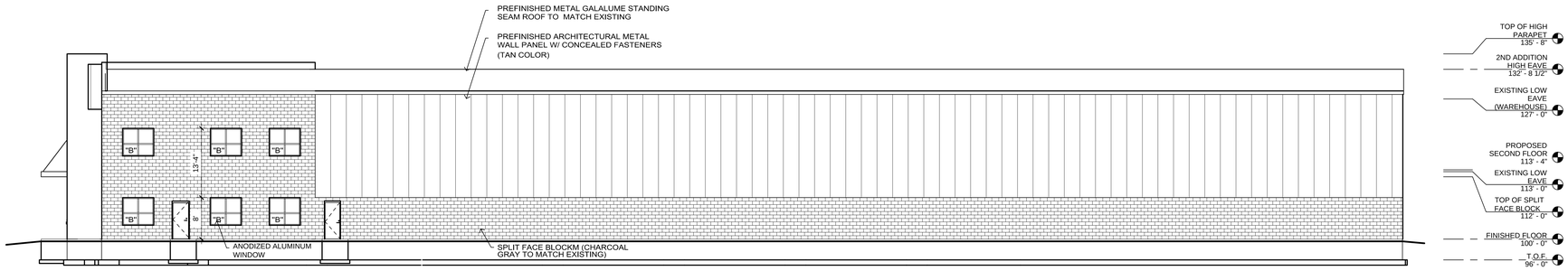
Fox Cities Builders
EXPERIENCE THE BEST
FOX CITIES BUILDERS, LLC.
N7315 CTY RD. Y - SUITE B
SEYMOUR, WISCONSIN 54165
PHONE (920) 833-9545
FAX (920) 833-9546

PLAN SET STAGE:
☐ PRELIMINARY PLAN SET - NOT FOR CONSTRUCTION
☐ PLAN BID COPY
☒ FINAL PLAN SET - APPROVED FOR CONSTRUCTION

REVISIONS:
NOV 15, 2022
APRIL 7, 2023

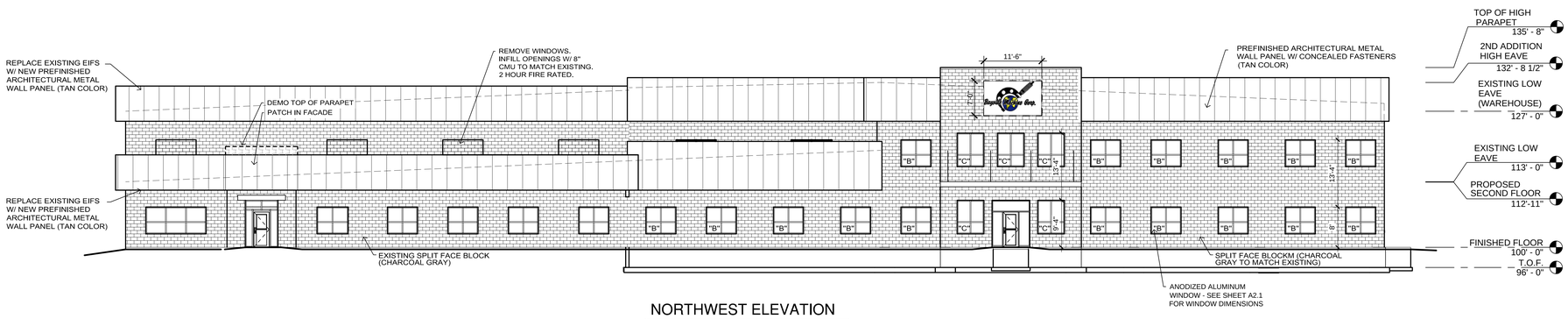
PROPOSED BUILDING ADDITION FOR:
19-1012 BAYSIDE MACHINE CORP.
2257 AMERICAN BOULEVARD, DE PERE, WI
SALES REP: JEREMY NOLL (920) 595-0345
DATE: DECEMBER 12, 2022

A1.1



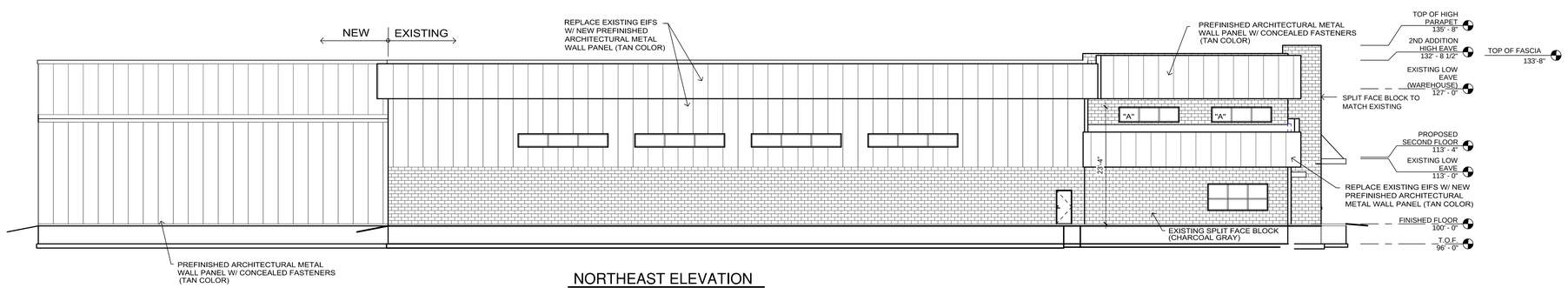
SOUTHWEST ELEVATION

SCALE: 3/32" = 1'-0"



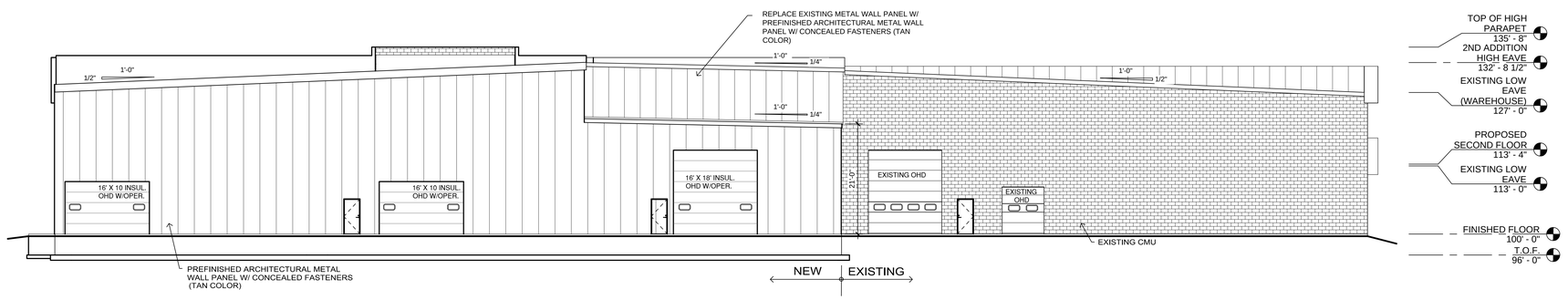
NORTHWEST ELEVATION

SCALE: 3/32" = 1'-0"



NORTHEAST ELEVATION

SCALE: 3/32" = 1'-0"



SOUTHEAST ELEVATION

SCALE: 3/32" = 1'-0"

THOMAS DESIGN INC
ARCHITECT
FOND DU LAC, WISCONSIN 920.948-8979
TDI JOB #2230

Fox Cities Builders
EXPERIENCE THE BEST

FOX CITIES BUILDERS, LLC.
N7315 CTY RD Y - SUITE B
SEYMOUR, WISCONSIN 54165
PHONE (920) 833-9545
FAX (920) 833-9546

PLAN SET STAGE:
- ☐ PRELIMINARY PLAN SET NOT FOR CONSTRUCTION
- ☐ PLAN BID COPY
- ☒ FINAL PLAN SET APPROVED FOR CONSTRUCTION

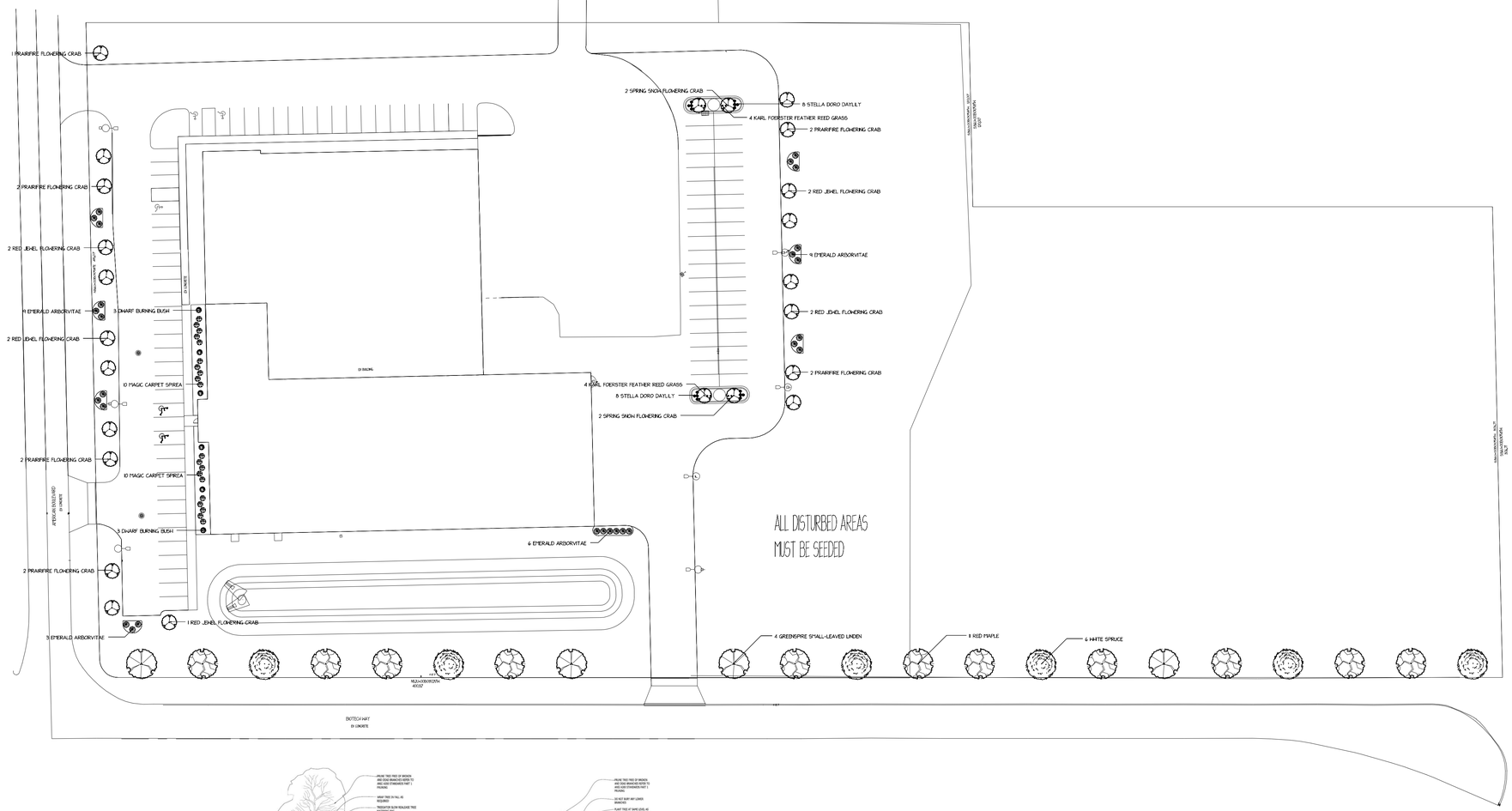
REVISIONS:
NOV 15, 2022
APRIL 7, 2023

PROPOSED BUILDING ADDITION FOR:
19-1012 BAYSIDE MACHINE CORP.
2257 AMERICAN BOULEVARD, DE PERE, WI
SALES REP: JEREMY NOLL (920) 595-0345
DATE: DECEMBER 12, 2022

A3.1

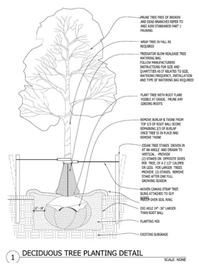
Key	Qty	Botanical Name	Common Name	Size/Condition	Remarks
Trees					
Ar	11	Acer rubrum	RED MAPLE	2"-2 1/2" b&b	
MRJ	9	Malus x 'Red Jewel'	RED JEWEL FLOWERING CRAB	1 1/2"-2" b&b	
MSS	4	Malus x 'Spring Snow'	SPRING SNOW FLOWERING CRAB	2"-2 1/2" b&b	
Mal	11	Malus x 'Prairifire'	PRAIRIFIRE FLOWERING CRAB	1 1/2"-2" b&b	
Pg	6	Picea glauca	WHITE SPRUCE	5'-6' b&b	
TcG	4	Tilia cordata 'Greenspire'	GREENSPIRE SMALL-LEAVED LINDEN	2"-2 1/2" b&b	
ToS	27	Thuja occidentalis 'Smaragd'	EMERALD ARBORVITAE	4'-5' b&b	
Shrubs					
EoC	6	Euonymus alatus 'Compactus'	DWARF BURNING BUSH	18"-24" potted	
SJM	20	Spiraea japonica 'Magic Carpet'	MAGIC CARPET SPIREA	12"-15" potted	
Ornamental Grasses					
CaK	8	Calamagrostis x acutiflora 'Karl Foerster'	KARL FOERSTER FEATHER REED GRASS	1 gal	
Perennials and Annuals					
HSd	16	Hemerocallis 'Stella dOro'	STELLA DORO DAYLILY	1 gal	

BEDS TO HAVE:
- WEED ENDER LANDSCAPE FABRIC
- 1 1/2 " MISSISSIPPI RIVER STONE
- BLACK VINYL EDGING

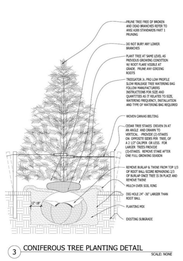


ALL DISTURBED AREAS
MUST BE SEEDED

ALL TREED TO HAVE
3' RING OF HARDWOOD MULCH



1 DECIDUOUS TREE PLANTING DETAIL — SCALE: NONE



3 CONIFEROUS TREE PLANTING DETAIL — SCALE: NONE

PROPERTY OF
AME LANDSCAPING

BAYSIDE MACHINE CORP

No.	Date	Description
1	1/18/24	PLANT DETAIL CHANGE

REVISIONS

2257 AMERICAN BLVD.
DE PERE, WI 54115

LANDSCAPE PLAN

A.M.E. LANDSCAPING
LANDSCAPE MAINTENANCE, INSTALLATION & DESIGN
GREEN BAY, WI
(920) 217-9860

SCALE	1" = 40'
DRAWN BY	MIGUEL REYES
CHECKED BY	
DATE	12 / 18 / 2023
DATE OF PRINT	

PROJECT NO.

SHEET NO.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 13, 2024**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Review and Discussion of the 2023 Annual Tax Increment District (TID) Summaries.**

ATTACHMENTS:

- 2023 Annual TID Report (prepared 2024) (PDF)



2023

TAX INCREMENT DISTRICT ANNUAL REPORT

Prepared By:
City of De Pere
Development Services Department

DE PERE
RUNS DEEP

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City of De Pere
Tax Increment Financing Districts
2023 Annual Report
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3. TID Revenue Implication and Calculation Assumptions	02
4. Tax Increment Financing District Extension Types and Descriptions	04

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B. Tax Increment District No. 9	W-05
C. Tax Increment District No. 11	W-09
D. Tax Increment District No. 12	W-13
E. Tax Increment District No. 13	W-17
F. Tax Increment District No. 15	W-21

6. East Side Tax Increment District Reports	Page
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B. Tax Increment District No. 10	E-05
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TID No. 18 will be included in 2024 Annual Report

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1) Intent of Annual Report

This report summarizes the financial expenditures of the Tax Increment Districts (TID) No. 7 to No. 17 in the City of De Pere (herein referred to as "City"). The City has a history of responsible Tax Increment Financing (TIF) usage to encourage the redevelopment of underutilized commercial areas. Funds used in the existing districts enabled the City to conduct infrastructure upgrades and provide incentives to developers to offset the challenges of redevelopment. This report summarizes the activities from January 1, 2023 to December 31, 2024.

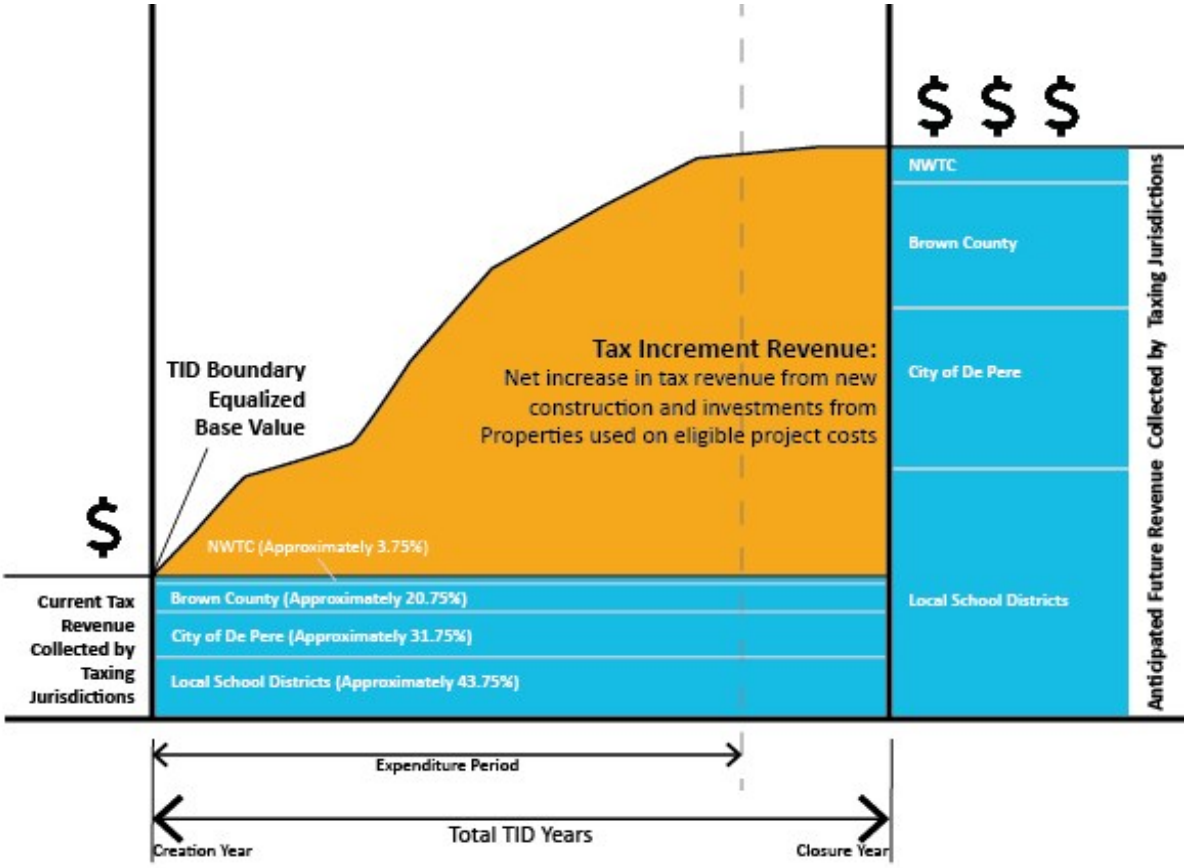
2) Tax Increment Financing Introduction

Tax Increment Financing (TIF) is a method of public finance often used by municipalities across the United States to subsidize redevelopment, infrastructure, and other community growth projects. The Wisconsin legislature passed the first TIF law in 1975, and municipalities across the state have used the mechanism to make improvements to specified TIDs. TIF helps to promote local tax base expansion by using property tax revenues to fund site improvements to attract new development, industry, rehabilitation/conservation projects, mixed-use development, blight elimination, and environmental remediation. During the development period, tax bases for the entities in question remain static at pre-development levels, while property taxes continue to be paid. The taxes derived from increases in property value within the TIDs (the tax increment) are diverted into a special fund at the City to pay for the costs of this redevelopment. Generally, the City will borrow funds to pay for initial development costs and use tax increments to retire debt. The City works with developers and property owners to provide infrastructure improvements and incentives for development. Public infrastructure and property improvements will be financed by a combination of TIF increments and debt financing.

The State of Wisconsin classifies City TIDs into several categories: rehabilitation, blight removal, industrial, mixed-use, and environmental remediation districts. Tax Increment Districts terminate once either all costs are paid through increment financing or the mandated termination date passes. Upon termination, the taxing jurisdictions within the TID share in the post-TIF tax revenue generated through improvements during the TID's lifetime.

See Figure 1 for a diagram/example of a TID lifespan and process.

Figure 1: Example TID Lifespan









TID Eligible Project Costs

Wisconsin statutes outline the eligible project costs including public works and infrastructure improvements; utility services; real property assembly costs; the clearing and grading of land; construction, repair, remodeling, reconstruction or demolition of buildings and structures; professional services; administrative and organizational costs; relocation costs; cash grants covered by a developer agreement; loans or contribution of funds in furtherance of urban redevelopment; environmental remediation; financing costs and other payments made in the discretion of the local legislative body.

City of De Pere TID Objectives

The City uses tax increment financing to accomplish these major objectives:

- Attract and expand new and existing services, developments and employers.
- Increase the City's property tax base and maintain tax base diversity.
- Expand the economy to create more living-wage jobs.
- Conduct environmental remediation and provide clean land and sites for uses that achieve the City's redevelopment objectives.
- Eliminate blight influences.
- Support neighborhoods by encouraging residential growth and retail services.
- Support downtown redevelopment efforts that enhance and preserve the character and amenities.
- Maintain and improve the City's public infrastructure.

3. TID Revenue Impacts and Calculation Assumptions

TID Borrowing

As of December 31, 2023, the City had $39,482,941 in outstanding borrowing (principal and interest) among the 11 active TIDs. The west side TIDs account for $31,557,368 in outstanding borrowing (principal and interest). The east side TIDs account for $7,925,573 in outstanding borrowing (principal and interest). See Figure 2 for existing borrowing.

Figure 2: Existing TID Borrowing

Existing Tax Increment District Borrowing (as of 12/31/2023)											
	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	TID Total
TID No. 7	$ 197,708	$ 193,560	$ 154,075	$ 45,500	$ 54,350	$ 53,250	$ 42,150	$ 16,350	$ 15,800	$ 5,200	$ 777,943
TID No. 8	$ 309,906	$ 314,549	$ 328,761	$ 317,320	$ 210,931	$ 152,100	$ -	$ -	$ -	$ -	$ 1,633,568
TID No. 9	$ 278,680	$ 464,728	$ 458,353	$ 461,765	$ 459,655	$ 452,060	$ 419,220	$ 376,503	$ 303,878	$ 47,150	$ 3,721,990
TID No. 10	$ 523,383	$ 528,420	$ 527,425	$ 465,963	$ 469,483	$ 467,453	$ 285,028	$ 247,658	$ 165,200	$ -	$ 3,680,011
TID No. 11	$ 374,371	$ 364,513	$ 359,300	$ 358,978	$ 359,615	$ 355,873	$ 266,943	$ 140,268	$ 134,690	$ 114,563	$ 2,829,111
TID No. 12	$ 605,173	$ 552,485	$ 983,285	$ 977,398	$ 976,315	$ 983,863	$ 1,194,403	$ 1,189,713	$ 1,153,160	$ 640,188	$ 9,255,980
TID No. 13	$ 255,325	$ 277,575	$ 303,325	$ 322,325	$ 344,825	$ 361,425	$ 377,275	$ 392,375	$ 405,838	$ 428,488	$ 3,468,775
TID No. 14	$ 154,255	$ 152,305	$ 155,258	$ 262,958	$ 267,775	$ 267,090	$ 70,980	$ -	$ -	$ -	$ 1,330,620
TID No. 15	$ 613,649	$ 608,320	$ 814,283	$ 814,243	$ 813,378	$ 1,281,523	$ 1,281,170	$ 1,473,935	$ 1,475,595	$ 1,471,850	$ 10,647,944
TID No. 16	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TID No. 17	$ 66,600	$ 141,600	$ 138,600	$ 140,600	$ 137,400	$ 139,200	$ 455,800	$ 459,600	$ 457,600	$ -	$ 2,137,000
TID No. 18	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Annual Total	$ 3,379,050	$ 3,598,054	$ 4,222,664	$ 4,167,048	$ 4,093,726	$ 4,513,835	$ 4,392,968	$ 4,296,400	$ 4,111,760	$ 2,707,438	$ 39,482,941

Assessed Value Calculations:

The City conducts annual property assessment updates to ensure the property assessment ratio is as close to 100% as possible. The further away, either positive or negative, the assessment ratio is away from 100% the greater the property is under-assessed (typically 85 to 100%) or over-assessed (100- to 115%). Per our assessment ratios, De Pere properties are slightly under-assessed compared to the market value. That is typically the case in desirable communities where property sales can outpace assessment updates. See Figure 3 for a history of recent De Pere assessment ratios.

Technical College Mill Rate Implications:

On March 24, 2014, the Wisconsin Legislature approved ACT 145 which shifted a portion of the funding for technical colleges from property taxes to state aids. This shift reduced the tech college tax rate by an average of $0.89/$1,000 of valuation ($0.88014/$1,000 in Brown County). On March 3, 2016, the Wisconsin Legislature approved ACT 254 which allows municipalities to amend their Project Plan to request a three-year extension to a TIDs life if tax increments were reduced by ACT 145 above and the community was no longer able to complete their total project plan. As shown on the table to the right, the increased state funding to technical colleges lowered the mill rate for NWTC and impacted the TID increment for TIDs 7, 8, 9, and 10. See Figure 4 for the Mill Rate Analysis. The annual impact of ACT 145 to the City TIDs is a loss of approximately $510,000 of increment revenue over the life of the TIDs when no additional increment growth is included. A 5% annual increase in increment would result in $645,000 in increment revenue over the remaining life of the district. See Figure 4 for an analysis of the changes to the NWTC Mill rate resulting from Act 145.

Personal Property Reduction

In 2023, the State of Wisconsin removed or exempted nearly all personal property from a taxable asset class. The removal would have inadvertently and negatively Impacted TID increment if base values were not adjusted to remove the personal property included in a TID base value determination at the time of creation. Therefore, the State did remove the personal property from the base values and submitted recertified base values. Unfortunately, TIDs with significant personal property value since the creation did see a reduction increment, however, that amount would not be known without conducting a parcel-by-parcel analysis. Figure 5 identifies the reclassified base values resulting from the personal property removal.

Figure 3: De Pere Assessment Ratio History

Assessment Year	Ratio
2015	0.9787
2016	0.9925
2017	0.9545
2018	0.9819
2019	0.9907
2020	0.9672
2021	0.9768
2022	0.9582
2023	0.9749
2024	Pending

Figure 4: Technical College Mill Rate Analysis

Budget Year	Mill Rate	% Change
2007-2008	1.46350	
2008-2009	1.48041	1.16%
2009-2010	1.53813	3.90%
2010-2011	1.61329	4.89%
2011-2012	1.60764	-0.35%
2012-2013	1.65679	3.06%
2013-2014*	1.66523	0.51%
2014-2015	0.78509	-52.85%
2015-2016	0.77801	-0.90%
2016-2017	0.84051	8.03%
2017-2018	0.83810	-0.29%
2018-2019	0.82443	-1.63%
2019-2020	0.81091	-1.64%
2020-2021	0.79534	-1.92%
2021-2022	0.73839	-7.16%
2022-2023	0.66328	-9.44%
2023-2024	0.67168	1.14%
Percent Impact of Act 145 (2023-24 vs 2013-14)		-60.17%
Total Mill Rate Reduction Impact Since 2013 to 14		0.00088
Impact Per $10,000,000 Assessed Increment Growth		-$8,801

Source: NWTC Annual Budget Documents

Figure 5: 2023 Base Value Redetermination

	Prior Base Value	Personal Property Reduction Non Manufacturing	Personal Property Reduction Manufacturing	Recertified Base Value
TID No. 7	$ 12,056,000	$ 640,900	$ 5,600	$ 11,409,500
TID No. 8	$ 36,633,200	$ 4,431,900	$ -	$ 32,201,300
TID No. 9	$ 14,776,100	$ 610,000	$ 9,000	$ 14,157,100
TID No. 10	$ 24,811,900	$ 593,500	$ 2,429,000	$ 21,789,400
TID No. 11	$ 30,744,700	$ -	$ 1,152,400	$ 29,592,300
TID No. 12	$ 23,440,300	$ 200	$ 1,193,400	$ 22,246,700
TID No. 13	$ 49,749,600		$ 3,611,500	$ 46,138,100
TID No. 14				$ -
TID No. 15				$ -
TID No. 16				$ -
TID No. 17				$ -
TID No. 18				$ -
	$ 192,211,800	$ 6,276,500	$ 8,400,900	$ 177,534,400

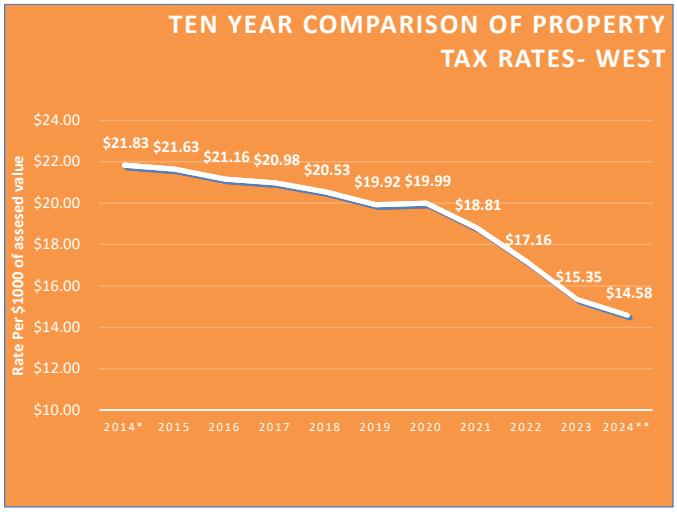
General Mill Rate Reductions

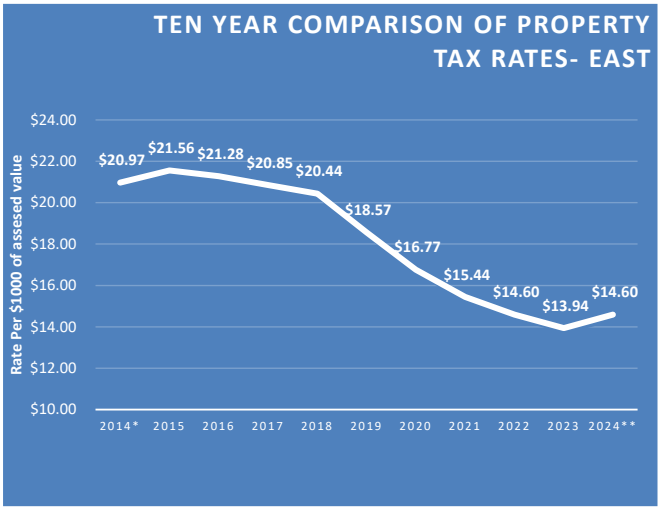
Large reduction in the combined overlaying jurisdictional tax rates continues to negatively impact all of the subject TIDs. Specifically, the east side properties saw a combined 27.95% reduction in mill rates since 2014 and is project to experience additional reductions over the next few years. The west side properties saw a combined 19.54% reduction since 2014 and is also projected to experience additional reductions over the next few years. See figure 6: for an annual comparison of the municipal mill rate.

12% Value Limit and TID Growth

State law limits municipalities' use of TIF based on the equalized value. The equalized value of taxable property of the new or amended district, plus the value increment of all existing districts cannot exceed 12% of the total equalized value of taxable property in the municipality. This is called the "12% value limit." DOR posts the TIF Value Limitation Report yearly showing the existing limit calculation for each municipality based on existing TID's value increment and municipal equalized value. Before adopting a resolution to create or add to a district, the local legislative body must calculate the limit percentage using the new or amended TID's value plus the most recently reported equalized value increment and municipal value. See Figures 7 through 9 to see the TID increment growth for actives TIDs 7 through 17. Staff anticipates the City will be at 8.4% threshold when the 2023 State DOR TID limitation reports are released in August.

Figure 6: De Pere Annual Mill Rate Comparison





EIGHT YEAR COMPARISON OF PROPERTY TAX RATES

Year	West					East				
	Rate Per $1000 of assesed value	Rate Change Over Year	Percent Change over Year	Rate Change Since 2012	Percent Change since 2014	Rate Per $1000 of assesed value	Rate Change Over Year	Percent Change over Year	Rate Change Since 2012	Percent Change since 2014
2014	$ 21.83	-	-	-	-	$ 20.97	-	-	-	-
2015	$ 21.63	-$0.19	-0.89%	-$0.19	-0.89%	$ 21.56	$0.59	2.83%	$0.59	2.83%
2016	$ 21.16	-$0.48	-2.20%	-$0.67	-3.07%	$ 21.28	-$0.28	-1.32%	$0.31	1.47%
2017	$ 20.98	-$0.18	-0.85%	-$0.85	-3.89%	$ 20.85	-$0.43	-2.02%	-$0.12	-0.58%
2018	$ 20.53	-$0.45	-2.12%	-$1.29	-5.93%	$ 20.44	-$0.41	-1.95%	-$0.53	-2.52%
2019	$ 19.92	-$0.61	-2.98%	-$1.90	-8.72%	$ 18.57	-$1.87	-9.15%	-$2.40	-11.44%
2020	$ 19.99	$0.07	0.34%	-$1.84	-8.42%	$ 16.77	-$1.80	-9.72%	-$4.20	-20.04%
2021	$ 18.81	-$1.19	-5.93%	-$3.02	-13.84%	$ 15.44	-$1.32	-7.89%	-$5.53	-26.35%
2022	$ 17.16	-$1.65	-8.75%	-$4.67	-21.38%	$ 14.60	-$0.85	-5.48%	-$6.37	-30.39%
2023	$ 15.35	-$1.81	-10.56%	-$6.48	-29.69%	$ 13.94	-$0.65	-4.48%	-$7.03	-33.51%
2024*	$ 14.58	-$0.77	-5.00%	-$7.25	-33.20%	$ 14.60	$0.65	4.68%	-$6.37	-30.39%

* 5% Reduction assumed

April 2024 Referendum Included

Figure 7: TID Growth

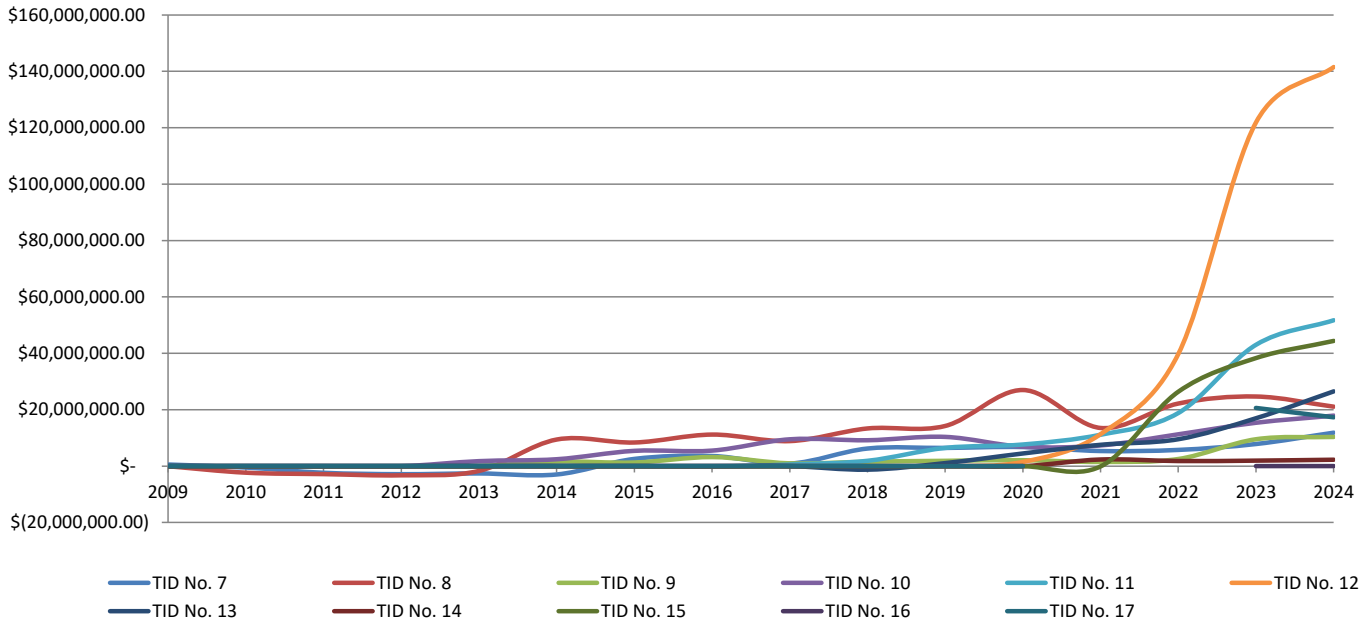


Figure 8: Cumulative TID Increment Growth

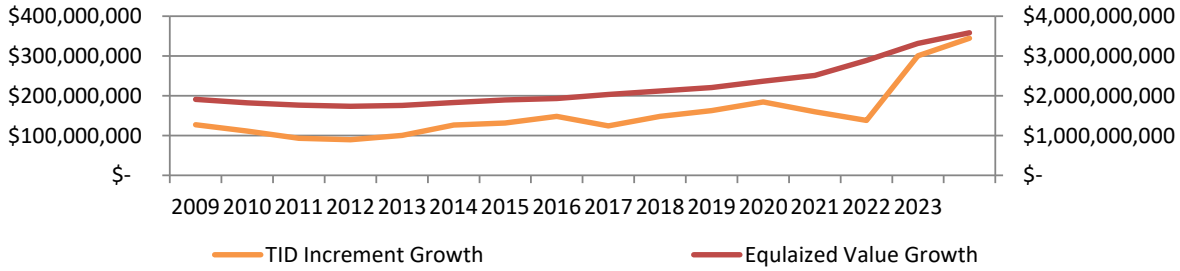
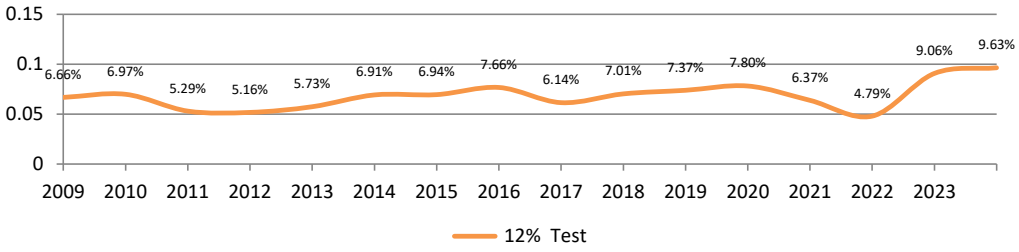


Figure 9: 12% Test



4. Tax Increment Financing District Extension Types and Descriptions

Tax Incremental District (TID) – Extension Types			
	Standard	**Technical College**	**Affordable Housing**
Purpose	• Allows additional time to pay incurred project costs • Extension does not change the expenditure period	• Allows additional time to pay incurred project costs for TIDs affected by 2013 Act 145 • Extension does not change the expenditure period	Allows use of a final increment for affordable housing: • At least 75% of the final increment must benefit affordable housing* in the municipality • Remaining portion must be used to improve housing in the municipality • Resolution must specify how the municipality will improve housing stock
Length	**4 years** from the maximum life date *(municipal creation resolution adopted 10/1/95 - 9/30/04)* • Blight • Rehabilitation/conservation **3 years** from the maximum life date *(municipal creation resolution adopted after 10/1/04)* • Blight • Rehabilitation/conservation • Industrial • Mixed-use *(municipal creation resolution adopted after 11/29/17)* • Environmental remediation	**3 years** from the maximum life date	**1 year** from the municipal resolution date
Availability	TIDs listed above created under 66.1105, Wis. Stats.	Any TID created under 66.1105, Wis. Stats. with a municipal resolution before 10/1/14	Any TID created under 66.1105, Wis. Stats.
Exclusions	• TID with municipal creation resolution adopted before 10/1/95 • Industrial TID with municipal creation resolution adopted 10/1/95 - 9/30/04 • Town TID created under 60.85, Wis. Stats. • Environmental Remediation TID created under 66.1106 Wis. Stats. on or before 11/29/17 • Any **donor** Industrial or Mixed-use TID with municipal creation resolution adopted after 10/1/04	• TID with municipal creation resolution adopted after 9/30/14 under 66.1105, Wis. Stats. • Town TID created under 60.85, Wis. Stats. • Environmental Remediation TID	• Town TID created under 60.85, Wis. Stats. • Environmental Remediation TID with municipal creation resolution adopted on or before 11/29/17 under 66.1106, Wis. Stats.
Required resolution**	Joint Review Board (JRB)	JRB	Municipal
Information for resolution approval	• Documents show the TID cannot repay project costs within its maximum life • If an independent audit is provided, the JRB must approve the extension	• Documents show TID increments were negatively impacted by 2013 Act 145 • If an independent audit is provided, the JRB must approve the extension	Documents show the TID has paid all its project costs
Law reference	66.1105(7)(am)1, 2, 3	66.1105(7)(am)4.	66.1105(6)(g)

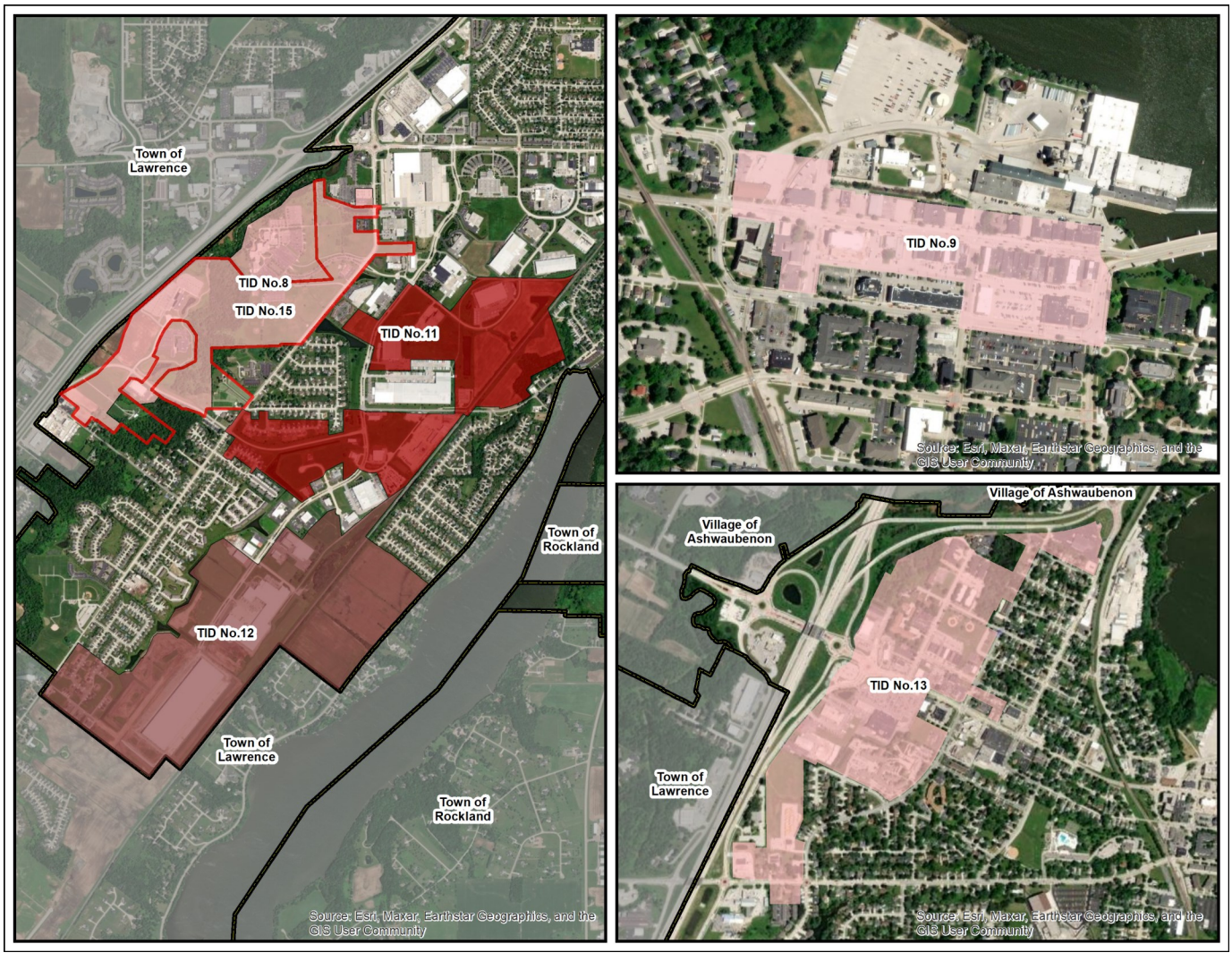
** Affordable housing means housing that costs no more than 30% of the household's gross monthly income*
***Email a copy of the adopted resolution to tif@wisconsin.gov. For additional information, visit the Municipal Tax Incremental Finance (TIF) Extensions web page.*

TID Extension Types (R. 11-23) *WI Dept of Revenue*

City of De Pere

West Tax Increment Financing Districts

2023 Year-End Annual Report



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5.A. Tax Increment District No. 8

Introduction

The City created TIF District No. 8 to promote industrial development. TID No. 8 was designated as the primary public financing tool for the development of the Southbridge Business Park. The original boundary was created 56 acres in size. Amendment No. 1 added approximately 145 acres and included additional project costs to the project plan.

TID Type:	Mixed-use
Creation Date:	8/21/2007
Maximum Expenditure Period:	8/21/2022
Termination Date:	8/21/2027
Extension Eligible (Yes/No):	Yes

Statement of Change

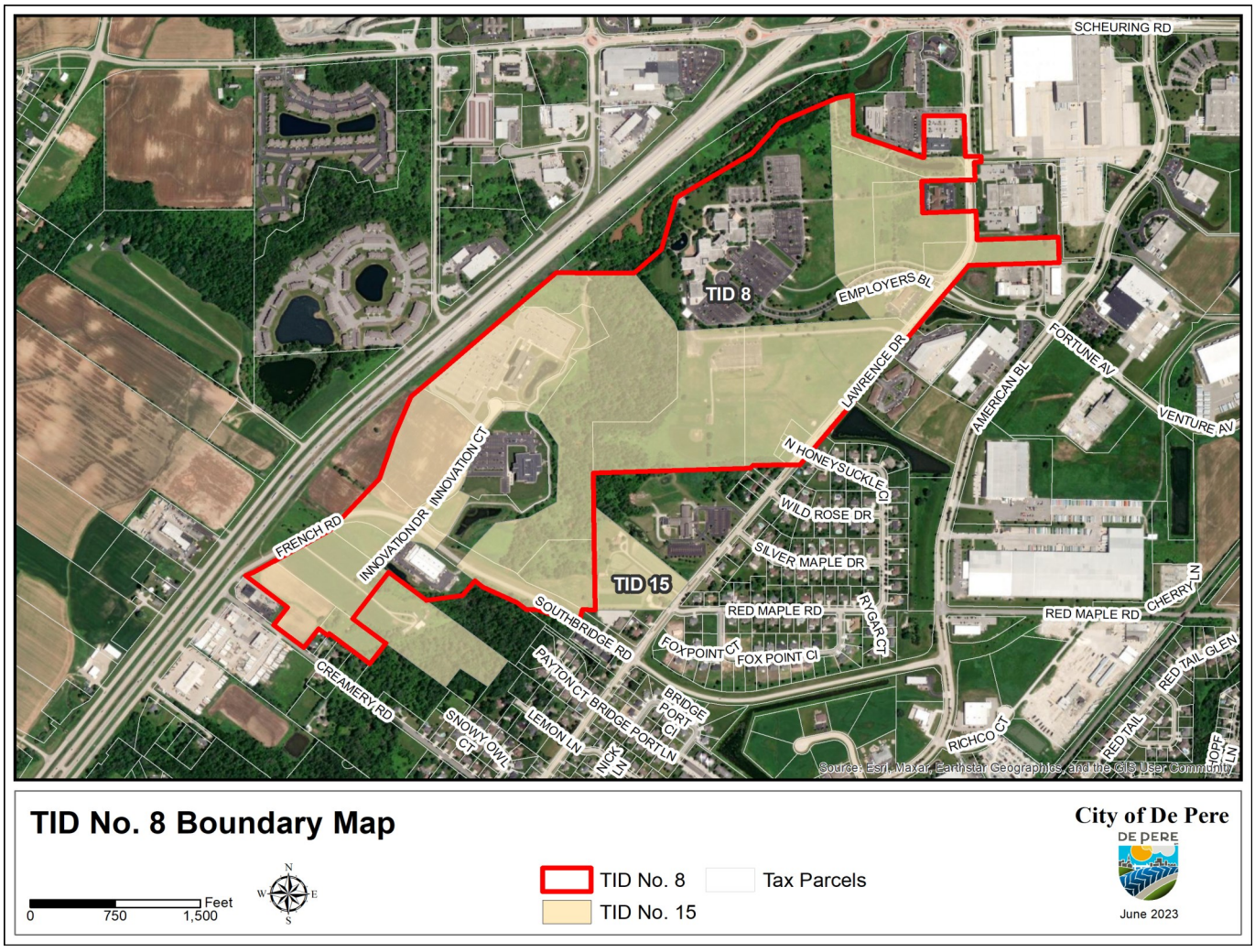
2007 TID Base Value:	$36,633,200
2022 TID Total Value (previous):	$58,857,800
2023 TID Total Value (current):	$61,345,300
Total TID Increment:	$24,712,100
2022 to 2023 Increment Growth:	$2,487,500
Prior Year Corrections:	$2,283,800
Actual Year Over Growth:	$203,700
State Reported Percent Increment Growth:	4%

Reasons for Reduction: Prior year over correction adjustments

TID No. 15 Frozen Overlap Value:	$1,943,500

Informational Only:

2024 TID Total Value:	$53,311,700
2024 Total TID Increment (growth):	$-8,033,600
2024 TID Base Value Redetermination:	$32,201,300
2024 PP Reduction	$-4,431,900



5.C. Tax Increment District No. 8

TID No. 8 Projections

The State and the City assessor reported an additional $2,487,500 in increment in 2023, per the 2023 Statement of change report, however, there was a $2,283,800 prior year correction resulting a relatively flat year in value growth. The City is expected to see a large loss in Personal Property in 2024 Statement of Change as well as a $1,300,000 prior year correction.

TID No. 8 Remaining Development Opportunities

TID No. 8 was overlaid by TID No. 15 in 2022 and therefore does not have any remaining development opportunities. The City assumed nominal property appreciation for projecting future revenues to pay off the existing debt. Since no additional projects are expected to be constructed at the time of this report, the projected revenues for TID No. 8 should remain relatively stable over the next few years and would only change with property value depreciation or appreciation or changes in the mill rate. The TID is projected to end with approximately $2,092,000 in surplus with the following assumptions:

1. Approximately $2,2680,000 in remaining borrowing;
2. Sale of Humana Campus as an arms-length transaction
3. Property values appreciate at 1.5% per year;
4. One Percent (1%) mill rate reductions per year;
5. Additional annual state computer aid/grants; and
6. Final year taxes collected in 2028.

Life After TID No. 8

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 8 closure would be approximately $314,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. Therefore, for this analysis, since the City currently has a 36.58% share the City could allocate 18.29% towards a level limit increase. That would add $70,254 to the annual tax collections for the City. A detailed summary of TID No. 8 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff utilized the anticipated mill rate at the end of the TID life as it is projected to be lower than the current mill rate.

Recommendations:

1. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments made by the general fund prior to the TID closure.
2. Conduct end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.
3. If necessary, utilize the standard three-year extension.
4. Utilize the affordable house extension to seed fund the affordable housing programs.
5. Conduct the final audit within 12 months of termination – this audit accounts for all revenue and expenditures during the entire life of the TID, including any excess increment returned to the overlying taxing jurisdictions.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must cover the balance of the debt before the TID closure.

Analysis of Impact on Overlying Jurisdictions

TID No. 8

Taxing Jurisdiction	2023 Mill Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Calculated Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
County	$0.003148739	20.52%	$97,398	$176,202	$78,804	
Local	$0.005614191	36.58%	$173,661	$243,914		$70,254
School District	$0.005969418	38.89%	$184,649	$334,047	$149,398	
Tech. College	$0.000616039	4.01%	$19,056	$34,473	$15,418	
Total	$0.015348387	**100.0%**	**$474,763**	**$788,637**	**$243,620**	**$70,254**

TID No. 8 Tax Increment ProForma

City of De Pere
TID No. 8

6/25/2024

Assumptions			
TID Creation Date	**8/21/07**	Equalized Base Value	$ 36,633,200
Valuation Date	**1/1/07**	Personal Property Removal - Local	$ (4,431,900)
Last Expenditure Year	**2022**	Personal Property Removal - State	$ -
Termination Year	**2027**	Projected Tax Rate	0.01974
TID Category	**Mixed-Use**	Annual Change in Tax Rate	-1.00%
		Property Appreciation Rate	3.00%
		Construction Inflation Rate	0.00%

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment: Construction	TIF Increment: Land	Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue	TID Revenue Year
2007	2008	2009							Per City	$0	2009
2008	2009	2010							Per City		2010
2009	2010	2011							Per City		2011
2010	2011	2012							Per City		2012
2011	2012	2013							Per City		2013
2012	2013	2014							Per City	$0	2014
2013	2014	2015							Per City	$221,328	2015
2014	2015	2016							Per City	$191,787	2016
2015	2016	2017							Per City	$253,857	2017
2016	2017	2018							Per City	$194,387	2018
2017	2018	2019							Per City	$293,367	2019
2018	2019	2020							Per City	$305,352	2020
2019	2020	2021							Per City	$563,635	2021
2020	2021	2022							Per City	$267,442	2022
2021	2022	2023	0	0	0	0	58,857,800	22,224,600	0.017160	$390,355	2023
2022	2023	2024	58,857,800		2,487,500	0	61,345,300	24,712,100	0.015348	$379,291	2024
2023	2024	2025	61,345,300	1,840,359	(8,033,600)	0	53,311,700	21,110,400	0.015195	$390,670	2025
2024	2025	2026	53,311,700	1,599,351	0	0	54,911,051	22,709,751	0.015043	$402,390	2026
2025	2026	2027	54,911,051	1,647,332	0	0	56,558,383	24,357,083	0.014893	$414,461	2027
2026	2027	2028	56,558,383	1,696,751	0	0	58,255,134	26,053,834	0.014744	$426,895	2028
Total Remaining (with extensions)				**$6,783,793**	**($8,033,600)**	**$0**				**$2,013,707**	

Notes: Negative increments treated as zero TID revenue

Reported Value

Termination Year

TID No. 8 Tax Increment Cash Flow

City of De Pere

TID No. 8

6/25/2024

Year	Beginning Balance	Revenues							Expenses						Annual Surplus (Deficit)	Balance After Surplus to Principal
		Capital Interest & Debt Reserve	Tax Increment Revenue	Computer Aid/Grants	Pilot	Bond Premium and Proceeds	Interest	General Fund Advance	Existing Debt Service Payments	Existing Capital Costs or Other Cost	Debt Issuance/ Debt Service	Development Grants	Land Purchase, Street Construction	Professional Services, Grants, Annual Admin		
2007	0															
2008	0															
2009	0															
2010	0															
2011	0															
2012	0															
2013	0															
2014	0															
2015	0															
2016	0															
2017	0															
2018	0															
2019	0															820,713
2020	820,713	0	305,352	230,172	0	0	0	0	369,288	59,142	2,679	0	0	28,886	75,530	896,243
2021	896,243	0	563,635	229,321	0	0	0	0	356,309	0	0	0	0	32,794	403,853	1,302,776
2022	1,302,776	0	267,442	230,172	4,027	208,995	0	0	417,792	0	2,679	0	0	36,598	253,567	1,556,343
2023	1,556,343	0	390,355	230,172	0	0	0	0	732,617	4,570	0	0	0	1,814	(118,473)	1,437,870
2024	1,437,870	0	379,291	50,000	0	0	0	0	309,906	0	0	0	0	0	119,385	1,557,255
2025	1,557,255	0	390,670	50,000	0	0	0	0	314,549	0	0	0	0	0	126,121	1,683,376
2026	1,683,376	0	402,390	50,000	0	0	0	0	328,761	0	0	0	0	0	123,628	1,807,004
2027	1,807,004	0	414,461	50,000	0	0	0	0	317,320	0	0	0	0	0	147,141	1,954,145
2028	1,954,145	0	426,895	50,000	0	0	0	0	363,031	0	0	0	0	10,000	103,864	2,058,009
Total	Remaining Totals	0	2,013,707	250,000	0	0	0	0	1,633,568	0	0	0	0	10,000		

Other

0.00% Interest

5.B. Tax Increment District No. 9

Introduction

The City created TIF District No. 9 to be the primary public financing tool for the redevelopment of the City's west downtown. Within the boundaries of this Tax Incremental District are buildings suitable for redevelopment and rehabilitation, including new development and public infrastructure improvements. The area is approximately 18 acres in size. The City anticipated facilitating the implementation of the Downtown Master Plan through the use of tax incremental revenues of the District. Moreover, the City would utilize the tax incremental revenues to implement street and alley improvements, façade grants, sidewalk, and utility improvements and provide cash grants to developers for the redevelopment of downtown parcels.

TID Type:	Industrial after 10/1/1995
Creation Date:	8/7/2012
Maximum Expenditure Period:	8/7/2034
Termination Date:	8/7/2039
Extension (Yes/No):	Not at this time, but likely necessary

Statement of Change

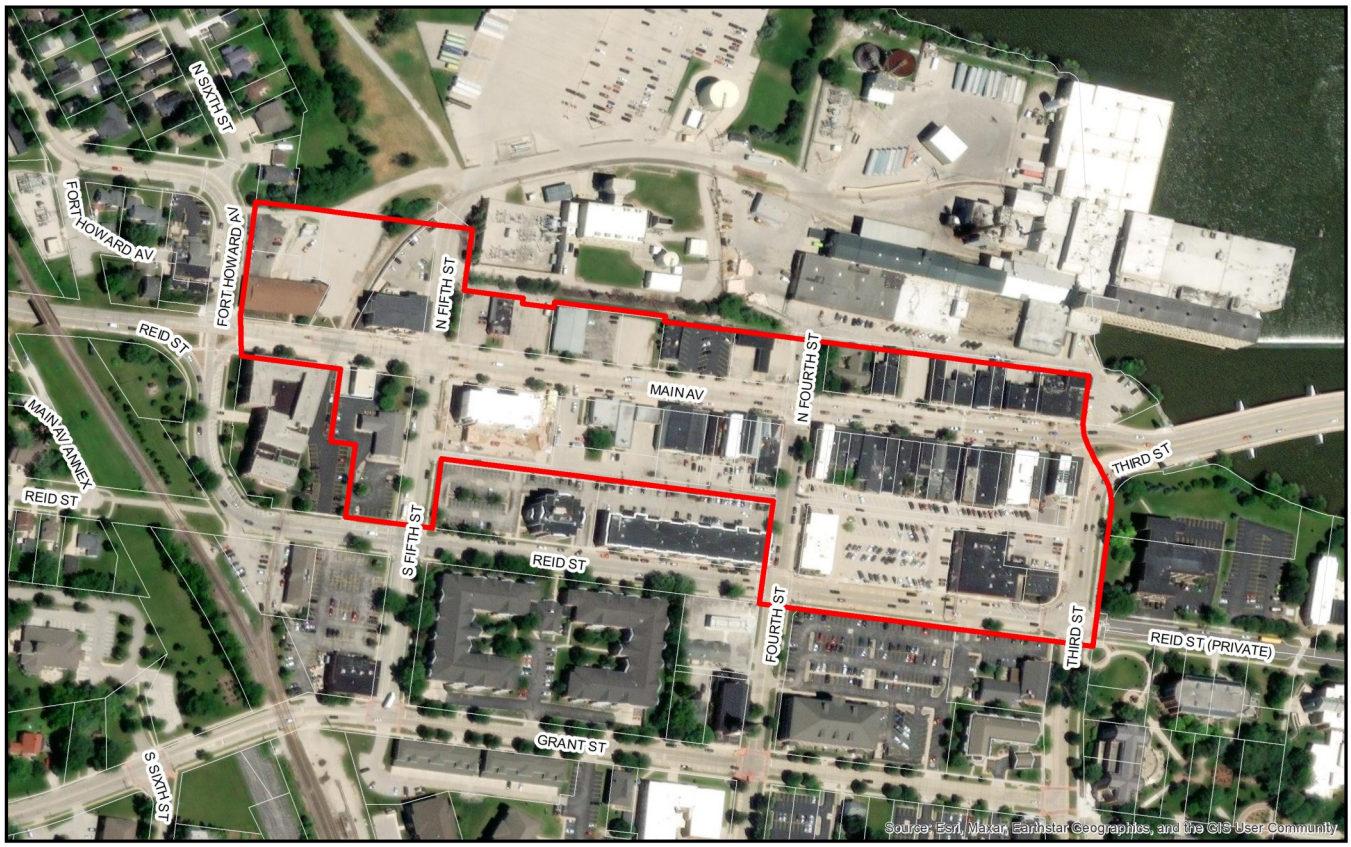
2012 TID Base Value:	$14,776,100
2022 TID Total Value (previous):	$17,332,100
2023 TID Total Value (current):	$24,339,400
Total TID Increment::	$9,563,300
2022 to 2023 Increment Growth:	$7,007,300
Prior Year Corrections:	$739,500
Actual Year Over Growth:	$6,267,800

State Reported Percent Increment Growth: 40%

Reasons for Growth: Cobblestone full assessment and downtown property assessment reevaluations.

Informational Only:

2024 TID Total Value:	$24,523,700
2024 Total TID Increment (growth):	$193,300
2024 TID Base Value Redetermination:	$14,157,100
2024 PP Reduction	$-619,000



5.D. Tax Increment District No. 9

TID No. 9 Projections

The TID experienced nominal growth from property value appreciation and the Cobblestone Hotel partial assessment at the end of 2022 for the August 2023 statement of change report.

TID No. 9 Remaining Development Opportunities

There are several redevelopment opportunities in TID No. 9. The opportunities are as follows:

- 360 Main Ave (2024-2025 RFP)
- North side of 400 Block of Main Ave (2024+)
- North side of 300 Block of Reid St (2029+)

These projects could generate an additional $25-35 million in increment value over the remaining life of the TID. The TID is projected to end with approximately $1,750,000 deficit by 2040 with the following assumptions:

1. City should utilize the technical college and the standard three-year extension to end with without a deficit;
2. Approximately $9,650,000 in remaining and planned borrowing and PAYGO incentives,
3. Property values appreciate at 1.5% per year;
4. One Percent (1%) mill rate reductions per year;
5. Additional annual state computer aid/grants;
6. Final year taxes collected in 2042 after extension; and
7. Projections are based on large growth in 2 blocks (400 Main Ave and 300 Reid St).

Life After TID No. 9

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 9 closure would be approximately $829,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes, therefore that would add nearly 185,000 to the annual tax collections for the City. A detailed summary of TID No. 9 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff utilized the anticipated mill rate at the end of the TID life as it is projected to be lower than the current mill rate.

Recommendations

Staff recommends the following TID actions:

1. Conduct the required periodic audit and use the results to utilize the standard and the three–year technical college extensions.
2. If necessary, utilize the standard three-year extension.
3. If necessary, utilize technical college three-year extension.
4. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments prior to the TID closure.
5. Monitor annual capital improvement plans (CIP) to see if the TID can support the project before including a project in the CIP.
6. Replace or supplement façade grant funding with annually matched dollars from business park donor TIDs or the General Fund.
7. Utilize more PAYGO development incentives to reduce City risk and borrowing.
8. Limit annual administration costs to those essential to managing the TID.
9. Conduct the end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.
10. Conduct the final audit within 12 months of termination – this audit accounts for all revenue and expenditures during the entire life of the TID, including any excess increment returned to the overlying taxing jurisdictions.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must pay off the balance of the debt prior to the TID closure.

Analysis of Impact on Overlying Jurisdictions

TID No. 9

Taxing Jurisdiction	2023 Mill Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
County	$0.003148739	20.52%	$44,577	$252,635	$208,058	
Local	$0.005614191	36.58%	$79,481	$264,964		$185,484
School District	$0.005969418	38.89%	$84,510	$478,949	$394,439	
Tech. College	$0.000616039	4.01%	$8,721	$49,427	$40,706	
Total	$0.015348387	**100.0%**	**$217,289**	**$1,045,976**	**$643,204**	**$185,484**

TID No. 9 Tax Increment ProForma

City of De Pere
TID No. 9
6/25/2024

Assumptions			
TID Creation Date	**8/7/12**	Equalized Base Value	$ 14,776,100
		Personal Property Removal - Local	$ (610,000)
		Personal Property Removal - State	$ (9,000)
Valuation Date	**1/1/12**	Projected Tax Rate	Per Table
Last Expenditure Year	**1/1/2035**	Annual Change in Tax Rate	-1.00%
Termination Year	**8/7/2039**	Property Appreciation Rate	1.50%
TID Category	Rehab/Cons	Construction Inflation Rate	0.00%

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment: Construction	TIF Increment: Prior Year Correction	Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue	TID Revenue Year
2012	2013	2014							Per City	$0	2014
2013	2014	2015							Per City	$1,495	2015
2014	2015	2016							Per City	$38,732	2016
2015	2016	2017							Per City	$29,584	2017
2016	2017	2018							Per City	$73,316	2018
2017	2018	2019							Per City	$22,118	2019
2018	2019	2020							Per City	$40,812	2020
2019	2020	2021							Per City	$44,384	2021
2020	2021	2022							Per City	$33,244	2022
2021	2022	2023	0	0	0	0	17,332,100	2,556,000	0.017160	$44,894	2023
2022	2023	2024	17,332,100		7,007,300	0	24,339,400	9,563,300	0.015348	$146,781	2024
2023	2024	2025	24,339,400		193,300	0	24,532,700	10,375,600	0.015195	$157,656	2025
2024	2025	2026	24,532,700	367,991	3,000,000	0	27,900,691	13,743,591	0.015043	$206,744	2026
2025	2026	2027	27,900,691	418,510	3,500,000	0	31,819,201	17,662,101	0.014893	$263,033	2027
2026	2027	2028	31,819,201	477,288	0	0	32,296,489	18,139,389	0.014744	$267,440	2028
2027	2028	2029	32,296,489	484,447	3,500,000	0	36,280,936	22,123,836	0.014596	$322,923	2029
2028	2029	2030	36,280,936	544,214	0	0	36,825,150	22,668,050	0.014450	$327,558	2030
2029	2030	2031	36,825,150	552,377	3,500,000	0	40,877,528	26,720,428	0.014306	$382,254	2031
2030	2031	2032	40,877,528	613,163	8,000,000	0	49,490,690	35,333,590	0.014163	$500,417	2032
2031	2032	2033	49,490,690	742,360	8,000,000	0	58,233,051	44,075,951	0.014021	$617,990	2033
2032	2033	2034	58,233,051	873,496	8,000,000	0	67,106,547	52,949,447	0.013881	$734,981	2034
2033	2034	2035	67,106,547	1,006,598	0	0	68,113,145	53,956,045	0.013742	$741,464	2035
2034	2035	2036	68,113,145	1,021,697	0	0	69,134,842	54,977,742	0.013605	$747,949	2036
2035	2036	2037	69,134,842	1,037,023	0	0	70,171,865	56,014,765	0.013469	$754,437	2037
2036	2037	2038	70,171,865	1,052,578	0	0	71,224,442	57,067,342	0.013334	$760,927	2038
2037	2038	2039	71,224,442	1,068,367	0	0	72,292,809	58,135,709	0.013201	$767,421	2039
2038	2039	2040	72,292,809	1,084,392	0	0	73,377,201	59,220,101	0.013069	$773,918	2040
2039	2040	2041	73,377,201	1,100,658	0	0	74,477,859	60,320,759	0.012938	$780,419	2041
2040	2041	2042	74,477,859	1,117,168	0	0	75,595,027	61,437,927	0.012808	$786,924	2042
2041	2042	2043	75,595,027	1,133,925	0	0	76,728,953	62,571,853	0.012680	$793,433	2043
2042	2043	2044	76,728,953	1,150,934	0	0	77,879,887	63,722,787	0.012554	$799,947	2044
2043	2044	2045	77,879,887	1,168,198	0	0	79,048,085	64,890,985	0.012428	$806,466	2045
2044	2045	2046	79,048,085	1,185,721	0	0	80,233,806	66,076,706	0.012304	$812,990	2046
Total Remaining (with extensions)				**$18,201,106**	**$37,693,300**	**$0**				**$13,254,074**	

Notes:
- Reported Value
- 360 Main Ave
- North Main Ave: 3 separate $2,500,000 projects
- North 300 Reid St - $24,000,000 total block redevelopment

Standard Three Year Extension
Tech-College Three Year Extension
Termination Year

TID No. 9 Tax Increment Cash Flow

City of De Pere

TID No. 9 Tax Increment Cash Flow

6/25/2024

Year	Beginning Balance	Revenues: Capital Interest & Debt Reserve	Revenues: Tax Increment Revenue	Revenues: Computer Aid/Grants	Revenues: Bond Premium and Proceeds	Revenues: PILOT	Expenses: Existing Debt Service Payments	Expenses: Existing Capital Costs or Other Cost	Expenses: Future Debt Service - Infrastructure Main/Reid CSD	Expenses: Development Grants/Façade Grants	Expenses: Debt Issuance/ Debt Service	Expenses: Future Debt Service - 300 Main Ave Alley	Expenses: 300 Block Reid St PAYGO - 75%	Expenses: Land Purchase	Expenses: Transfer to General Fund	Expenses: Professional Services, Grants, Annual Admin	Annual Surplus (Deficit)	Balance After Surplus to Principal
2012	0																	
2013	0																	
2014	0																	
2015	0																	
2016	0																	
2017	0																	
2018	0																	
2019	0																	(485,693)
2020	(485,693)	0	40,812	8,005	0	0	170,583	335		70,000	406			166,254		39,595	(398,357)	(884,049)
2021	(884,049)	0	44,384	12,474	774,951	0	168,909	27,042	0	10,000	10,420			0		92,760	522,677	(361,372)
2022	(361,372)	0	33,244	8,005	1,785,257	0	248,836	625,827	0	5,944	30,130			81,500	11,400	40,529	782,340	420,968
2023	420,968	0	44,894	258,005	373,749	4,398	275,749	133,158	0	1,080,000	4,993	11,741		0	11,400	11,102	(847,098)	(426,130)
2024	(426,130)	0	146,781	5,000	0	0	278,680	0	0	60,000		0		0	0	30,000	(216,899)	(643,029)
2025	(643,029)	45,000	157,656	5,000	0	0	464,728	0	30,600	60,000	45,000	0		0	0	30,000	(422,671)	(1,065,700)
2026	(1,065,700)	0	206,744	5,000	0	0	458,353	0	30,600	80,400		30,600		0	0	30,000	(418,208)	(1,483,908)
2027	(1,483,908)	45,000	263,033	5,000	0	0	461,765	0	72,422	80,400	45,000	72,422		0	0	30,000	(448,975)	(1,932,883)
2028	(1,932,883)	0	267,440	5,000	0	0	459,655	0	72,422	111,073		72,422		0	0	30,000	(473,132)	(2,406,015)
2029	(2,406,015)	0	322,923	5,000	0	0	452,060	0	72,422	111,073		72,422		0	0	30,000	(410,054)	(2,816,069)
2030	(2,816,069)	0	327,558	5,000	0	0	419,220	0	72,422	111,073		72,422		0	0	30,000	(372,579)	(3,188,648)
2031	(3,188,648)	0	382,254	5,000	0	0	376,503	0	72,422	111,073		72,422		0	0	30,000	(275,165)	(3,463,813)
2032	(3,463,813)	0	500,417	5,000	0	0	303,878	0	72,422	111,073		72,422	84,976	0	0	30,000	(169,353)	(3,633,166)
2033	(3,633,166)	0	617,990	5,000	0	0	47,150	0	72,422	111,073		72,422	168,252	0	0	30,000	121,671	(3,511,495)
2034	(3,511,495)	0	734,981	5,000	0	0	0	0	72,422	111,073		72,422	249,855	0	0	30,000	204,210	(3,307,286)
2035	(3,307,286)	0	741,464	5,000	0	0	0	0	72,422	111,073		72,422	247,356	0	0	30,000	213,191	(3,094,095)
2036	(3,094,095)	0	747,949	5,000	0	0	0	0	72,422	111,073		72,422	244,882	0	0	0	252,150	(2,841,945)
2037	(2,841,945)	0	754,437	5,000	0	0	0	0	72,422	111,073		72,422	242,434	0	0	0	261,086	(2,580,859)
2038	(2,580,859)	0	760,927	5,000	0	0	0	0	72,422	111,073		72,422	240,009	0	0	0	270,001	(2,310,858)
2039	(2,310,858)	0	767,421	5,000	0	0	0	0	72,422	111,073		72,422	237,609	0	0	0	278,895	(2,031,963)
2040	(2,031,963)	0	773,918	5,000	0	0	0	0	72,422	111,073		72,422	235,233	0	0	0	287,768	(1,744,194)
2041	(1,744,194)	0	780,419	5,000	0	0	0	0	0	0	0	0	0	0	0	0	785,419	(958,775)
2042	(958,775)	0	780,419	5,000	0	0	0	0	0	0	0	0	0	0	0	0	785,419	(173,356)
2043	(173,356)	0	786,924	5,000	0	0	0	0	0	0	0	0	0	0	0	0	791,924	618,568
2044	618,568	0	793,433	5,000	0	0	0	0	0	0	0	0	0	0	0	0	798,433	1,417,001
2045	1,417,001	0	799,947	5,000	0	0	0	0	0	0	0	0	0	0	0	0	804,947	2,221,948
2046	2,221,948	0	812,990	5,000	0	0	0	0	0	0	0	0	0	0	0	0	817,990	3,039,939
Total	Total Remaining	90,000	13,228,027	115,000	0	0	3,721,990	0	1,075,105	1,724,753	90,000	1,044,505	1,950,606	0	0	360,000		

Other Expenses include: Site Development Costs, Professional Services, Discretionary Spending, Administration Costs, and Organizational Costs.

Anticipated Cash Grant Borrowing and PAYGO Incentives for 360 Main Ave and the N 400 Block of Main Ave, N 300 Block Reid

Closure Year

Standard Three Year Extension

Tech-College Three Year Extension

Termination Year

Final Revenue Year

5.C. Tax Increment District No. 11

Introduction

The City created TIF District No. 11 to be the primary public financing tool for the continued development of the West Business Park. Within the boundaries of this Tax Incremental District are lands available for single-family, multi-family, office complexes, and manufacturing sites. The TID area is approximately 265 acres. Proposed project costs within the district include future cash grants for the individual developments, public improvements may also include the Southbridge Lawrence-American, Southbridge American-Lost Dauphin, rail maintenance, and other road improvements/maintenance with ½ mile of the district. The TID was amended in 2021 to include additional lands and assist Robinson Metals with a future expansion.

TID Type:	Mixed-Use
Creation Date:	9/1/2015
Maximum Expenditure Period:	9/1/2030
Termination Date:	9/1/2035
Extension (Yes/No):	No

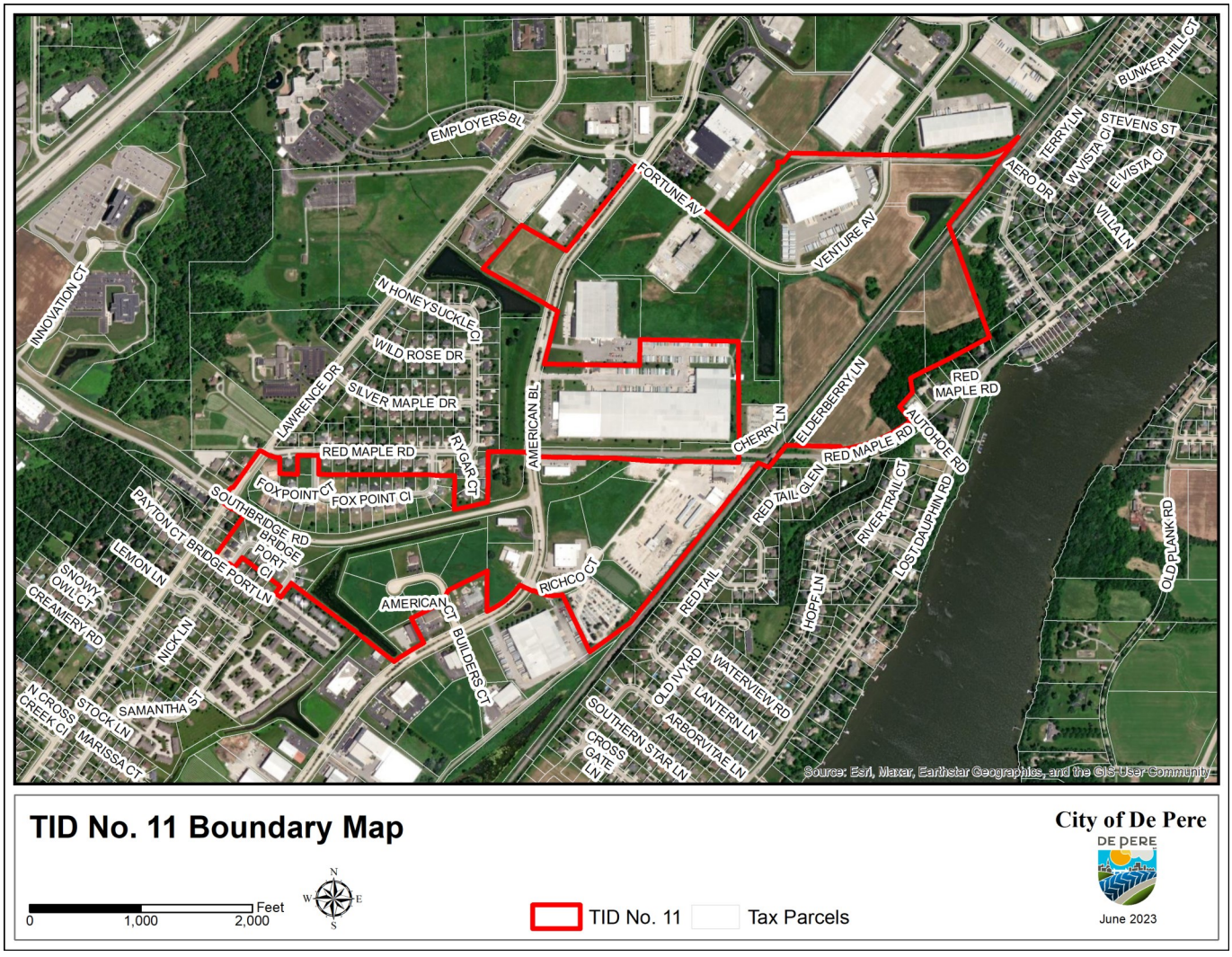
Statement of Change

2015 TID Base Value:	$13,014,000
2022 TID Total Value (previous):	$31,835,300
2023 TID Total Value (current):	$56,065,400
Total TID Increment:	$43,051,400
2022 to 2023 Increment Growth:	$24,230,100
Prior Year Corrections:	$9,594,100
Actual Year Over Growth:	$14,636,000
State Reported Percent Increment Growth:	76%

Reasons for Growth: $9,600,000 in prior year correction from the State and business park growth

Informational Only:

2024 TID Total Value:	$81,337,900
2024 Total TID Increment (growth):	$51,745,600
2024 TID Base Value Redetermination:	$29,592,300
2024 PP Reduction	$-1,152,400



5.E. Tax Increment District No. 11

TID No. 11 Projections

The TID experienced $24,230,100 in growth from property value appreciation, new growth from Honeysuckle Acres 4th addition, and prior year corrections.

TID No. 11 Remaining Development Opportunities

Several redevelopment opportunities are remaining in TID No. 11. The opportunities are as follows:

- Robinson Metal Expansion (2026+)
- Honeysuckle 4th addition (2021-2024)
- Fortune Ave site (26 acres)
- WD-D0075-2 multifamily (2026+)
- American Court and other small projects (2028+)

The project could generate an additional $32,500,000 in increment value over the remaining life of the TID. Based on projected revenues and additional borrowings the TID is projected to end with approximately $2,150,000 in surplus with the following assumptions:

1. Approximately $8,610,000 in remaining and future planned borrowing for infrastructure (Southern Bridge) and other development incentives;
2. Approximately $1,812,000 in Southern Bridge funding directly from increment revenue;
3. Property values appreciate at 3% per year;
4. One Percent (1%) mill rate reductions per year;
5. Revised South Bridge Connector project agreements with Brown County; and
6. Annual rail maintenance and administration costs.

Life After TID No. 11

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 11 closure would be approximately $1,772,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes, therefore that would add nearly $396,000 to the annual tax collections for the City. A detailed summary of TID No. 11 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff utilized the anticipated mill rate at the end of the TID life as it is projected to be lower than the current mill rate.

Recommendations:

Staff recommends the following TID actions:

1. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments prior to the TID closure.
2. Monitor annual capital improvement plans (CIP) to see if the TID can support the project before including a project in the CIP.
3. Evaluate Southern Bridge CIP in the coming years to understanding the TID impact and determine if a Project Plan Amendment is necessary and continue to work with Brown County to revise agreement to structure cost most appropriate to the City and the respective TIDS.
4. Utilize more PAYGO development incentives to reduce City risk and borrowing.
5. Require guaranteed revenue vs guaranteed values in cash grant agreements or encourage the cash grant to be received after the City receives the first year of fully assessed revenue.
6. Conduct an audit when 30 percent of the project costs are spent.
7. Utilize the affordable house extension to seed fund the affordable housing programs.
8. Conduct the end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must cover the balance of the debt prior to the TID closure.

Analysis of Impact on Overlying Jurisdictions

TID No. 11

Taxing Jurisdiction	2023 Mill Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
County	$0.003148739	20.52%	$40,978	$485,961	$444,983	
Local	$0.005614191	36.58%	$73,063	$469,765		$396,702
School District	$0.005969418	38.89%	$77,686	$921,291	$843,605	
Tech. College	$0.000616039	4.01%	$8,017	$95,076	$87,059	
Total	$0.015348387	**100.0%**	**$199,744**	**$1,972,093**	**$1,375,647**	**$396,702**

TID No. 11 Tax Increment ProForma

City of De Pere

TID No. 11

6/26/2024

Assumptions

TID Creation Date	**9/1/15**	Equalized Base Value	$ 13,014,000	Amendment 1	Previous Base Value	$6,079,500
Valuation Date	**1/1/15**	Personal Property Removal - Local	$ -	Amendment 2	2023 Base Value Total	$30,744,700
Last Expenditure Year	**2030**	Personal Property Removal - State	$ (1,152,400)			
Termination Year	**2035**	Projected Tax Rate	See table			
TID Category	Mixed-Use	Annual Change in Tax Rate	-1.00%			
		Property Appreciation Rate	3.00%			
		Construction Inflation Rate	0.00%			

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment: Construction	TIF Increment: Amendment	Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue	TID Revenue Year
2015	2016	2017							As Reported	$0	2017
2016	2017	2018							As Reported	$11,831	2018
2017	2018	2019							As Reported	$40,691	2019
2018	2019	2020							As Reported	$137,742	2020
2019	2020	2021							As Reported	$159,373	2021
2020	2021	2022	0			0	17,189,000	11,109,500	As Reported	$219,256	2022
2021	2022	2023	17,189,000		14,646,300	0	31,835,300	18,821,300	0.017564	$330,579	2023
2022	2023	2024	31,835,300		24,230,100	0	56,065,400	43,051,400	0.015348	$660,770	2024
2023	2024	2025	56,065,400	0	25,272,500		81,337,900	51,745,600	0.015195	$786,269	2025
2024	2025	2026	81,337,900	2,440,137	7,311,000	0	91,089,037	61,496,737	0.015043	$925,093	2026
2025	2026	2027	91,089,037	2,732,671	8,765,000	0	102,586,708	72,994,408	0.014893	$1,087,071	2027
2026	2027	2028	102,586,708	3,077,601	8,000,000	0	113,664,309	84,072,009	0.014744	$1,239,524	2028
2027	2028	2029	113,664,309	3,409,929	7,000,000	0	124,074,239	94,481,939	0.014596	$1,379,074	2029
2028	2029	2030	124,074,239	3,722,227	500,000	0	128,296,466	98,704,166	0.014450	$1,426,295	2030
2029	2030	2031	128,296,466	3,848,894	500,000	0	132,645,360	103,053,060	0.014306	$1,474,246	2031
2030	2031	2032	132,645,360	3,979,361	500,000	0	137,124,721	107,532,421	0.014163	$1,522,943	2032
2031	2032	2033	137,124,721	4,113,742	0	0	141,238,462	111,646,162	0.014021	$1,565,393	2033
2032	2033	2034	141,238,462	4,237,154	0	0	145,475,616	115,883,316	0.013881	$1,608,554	2034
2033	2034	2035	145,475,616	4,364,268	0	0	149,839,885	120,247,585	0.013742	$1,652,442	2035
2034	2035	2036	149,839,885	4,495,197	0	0	154,335,081	124,742,781	0.013605	$1,697,073	2036
Total Remaining (with extensions)				**$40,421,181**	**$57,848,500**					**$17,024,746**	

Termination Year

Notes: Negative increments treated as zero TID revenue

Reported Value

Includes $9,594,100 of prior year corrections - will be reduced in 2024

Smet EDL ($3,060,000),Wolter (5,016,000)

Fortune Ave Project ($12,000,000 split 2024 & 2025) Robinson Metal Expansion (4,000,000 split 2024-2025)

WD-D0075-2 Multifamily

American Court and other Small Projects (Reduced to 500,000 from 700,000)

TID No. 11 Tax Increment Cash Flow

City of De Pere

TID No. 11

6/26/2024

Year	Beginning Balance	Revenues: Capital Interest & Debt Reserve	Revenues: Tax Increment Revenue	Revenues: Bond Premium and Proceeds	Revenues: Property Sales/Lease	Revenues: Other Income (grants, etc.)	Revenues: General Fund Advance	Existing Debt	South Bridge Segment 2 Design	South Bridge Segment 2 Acquisiton	South Bridge Segment 2 Construction	South Bridge Segment 3 Design	South Bridge Segment 3 Acquisition	Washworld PAYGO Incentive	Smet PAYGO Incentive	WD-D0077 Development Incentive Debt Service	Stream Relocation WD-D0077	Professional Sevices	Debt Issuance/ Debt Service	Existing Development Grants	Land Purchase, Street Construction	Professional Services, Grants, Annual Admin	Annual Surplus (Deficit)	Balance After Surplus to Principal
2015	0								GV-15	GV-15	GV-15	GV-16	GV-16											
2016	0																							
2017	0																							
2018	0																							
2019	0																							69,065
2020	69,065	0	137,742	1,213,775	57,500	60	0	130,837						0	0			122,355	18,441	30,060	827	49,380	1,057,177	1,126,242
2021	1,126,242	0	159,373	0	0	0	0	262,755						0	0			8,169	0	78,536	0	36,506	(226,593)	899,649
2022	899,649	0	219,256	182,182	0	60	0	259,075						0	0			11,517	0	0	2,975	38,155	89,777	989,426
2023	989,426	0	330,579	752,600	1,971	60	0	275,467	0	0	0	0	0	0	0		0	6,953	9,689	45,389	0	98,780	647,933	1,637,360
2024	1,637,349	0	660,770	0	0	0	0	374,371	50,000	0	0	272,857	0	0	0	0	20,400	0	0	0	20,000	40,000	(116,859)	1,520,490
2025	1,520,490	0	786,269	0	0	0	0	364,513	0	0	0	0	0		0	0	20,400	0	0	0	22,000	40,000	339,357	1,859,847
2026	1,859,847	0	925,093	0	0	0	0	359,300	0	*400,000*	0	0	*1,412,718*	25,000	36,825	137,700	68,591	0	0	0	24,200	40,000	(1,579,242)	280,605
2027	280,605	0	1,087,071	0	0	0	0	358,978	0	0	0	0	0	25,000	37,551	420,978	68,591	0	0	0	26,620	40,000	109,354	389,958
2028	389,958	0	1,239,524	0	0	0	0	359,615	0	0	132,800	0	0	25,000	38,290	420,978	68,591	0	0	0	29,282	40,000	124,967	514,926
2029	514,926	0	1,379,074	0	0	0	0	355,873	0	0	493,112	0	0	25,000	39,045	420,978	68,591	0	0	0	32,210	40,000	(95,735)	419,190
2030	419,190	0	1,426,295	0	0	0	0	266,943	0	0	493,112	0	0	25,000	39,814	420,978	68,591	0	0	0	35,431	40,000	36,426	455,616
2031	455,616	0	1,474,246	0	0	0	0	389,520	0	0	493,112	0	0	25,000	40,598	420,978	258,938	0	0	0	38,974	40,000	(232,875)	222,741
2032	222,741	0	1,522,943	0	0	0	0	0	0	0	493,112	0	0	25,000	41,398	420,978	0	0	0	0	0	5,000	537,455	760,196
2033	760,196	0	1,565,393	0	0	0	0	0	0	0	493,112	0	0	25,000	42,214	420,978	0	0	0	0	0	5,000	579,089	1,339,285
2034	1,339,285	0	1,608,554	0	0	0	0	0	0	0	1,479,336	0	0	0	43,045	420,978	0	0	0	0	0	5,000	(339,806)	999,479
2035	999,479	0	1,652,442	0	0	0	0	0	0	0	0	0	0	0	16,221	420,978	0	0	0	0	0	5,000	1,210,244	2,209,723
2036	2,209,723	0	1,697,073	0	0	0	0	-	0	0	0	0	0	0	0	0	0	0	0	0	0	5,000	1,692,073	3,901,796
	Remaining Totals	0	17,024,746	0	0	0	0	2,829,111	50,000	400,000	4,077,698	272,857	1,412,718	200,000	375,000	3,926,501	642,696	0	0	0	228,718	345,000		

Other

Outside Services, General Admin, Street Eng General Admin

Rail Mentance

Stream Location

Future Southern Bridge Improvements (Design and Aqusition payable with available revenue)

WD-1136-1 Project Incentive Debt

WD-D0076 Projects Incentive Debt (Smet)

0.00% Interest

WD-364-D-505-8

Assumes balance paid on call date

5.D. Tax Increment District No. 12

Introduction

The City created TIF District No. 12 to be the primary public financing tool for the continued development of the West Business Park. Within the boundaries of this Tax Incremental District are lands available for single-family, multi-family, and manufacturing sites. The initially approved boundary was approximately 357 acres. The City amended the TID Boundary in 2020 and 2021 to allow for the expansion of Infinity Machine, Bayside Machine, Green Bay Packaging, and the development of Garrity's Glen South Subdivision. Proposed project costs within the district include future cash grants for the individual developments, public improvements may also include the Southbridge Lawrence-American, Southbridge American-Lost Dauphin, rail maintenance, and other road improvements/maintenance with ½ mile of the district.

TID Type:	Mixed-Use
Creation Date:	9/1/2015
Maximum Expenditure Period:	9/1/2030
Termination Date:	9/1/2035
Extension (Yes/No):	No

Statement of Change

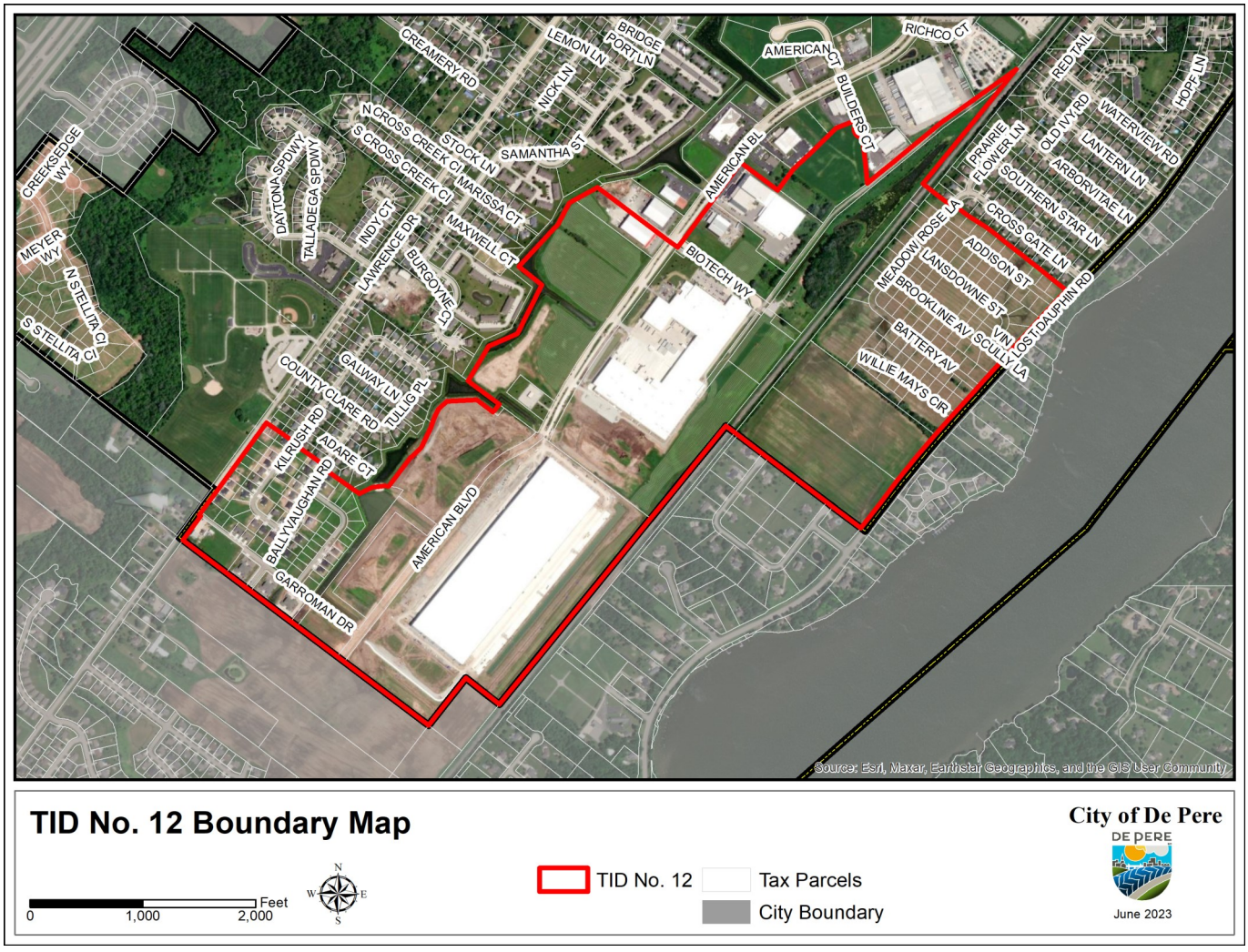
2015 TID Base Value (amended 2021):	$23,440,300
2022 TID Total Value (previous):	$63,257,100
2023 TID Total Value (current):	$145,398,000
Total TID Increment:	$121,957,700
2022 to 2023 Increment Growth:	$82,140,900
Prior Year Corrections:	$3,885,000
Actual Year Over Growth:	$78,255,900
State Reported Percent Increment Growth:	130%

Reasons for Growth:

- Green Bay Packaging expansion and Georgia Pacific full value growth—Garrity Glen South growth

Informational Only:

2024 TID Total Value:	$163,804,400
2024 Total TID Increment (growth):	$141,557,700
2024 TID Base Value Redetermination:	$22,246,700
2024 PP Reduction	$-1,193,600



5.F. Tax Increment District No. 12

TID No. 12 Projections.

The TID experienced growth through the partial assessment of Green Bay Packaging, Georgia Pacific, and a general increases through the reassessments of residential and business park property.

TID No. 12 Remaining Development Opportunities

Several redevelopment opportunities are remaining in TID No. 12. The opportunities are as follows:

- Garrity Glen South Subdivision (2021-2024)
- Best Built Subdivision (2023-2026)
- WD-D0075-2 multifamily (2025+)
- American Court and other small projects (2022+)

The project could generate an additional $154 million in increment value over the remaining life of the TID. Based on projected revenues and additional borrowings the TID is projected to end with approximately $4,500,000 in surplus with the following assumptions:

1. Approximately $22,400,000 in remaining and planned borrowing for infrastructure (Southern Bridge), business park expansion, and development incentives. This is a forecast and project plan amendment could be necessary prior to South Bridge corridors expenses.
2. Approximately $5,350,000 in Southern Bridge funding directly from increment revenue;
3. Property values appreciate at 3% per year;
4. One Percent (1%) mill rate reductions per year;
5. Revised South Bridge Connector project agreements with Brown County; and
6. Annual rail maintenance and administration costs.

Life After TID No. 12

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 12 closure would be approximately $3,000,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. That would add nearly $673,000 to the annual tax collections for the City. A detailed summary of TID No. 12 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff utilized the anticipated mill rate at the end of the TID life as it is projected to be lower than the current mill rate.

Recommendations

Staff recommends the following TID actions:

1. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments prior to the TID closure.
2. Monitor annual capital improvement plans (CIP) to see if the TID can support the project before including a project in the CIP.
3. Evaluate Southern Bridge CIP in the coming years to understanding the TID impact and determine if a Project Plan Amendment is necessary and continue to work with Brown County to revise agreement to structure cost most appropriate to the City and the respective TIDS.
4. Utilize more PAYGO development incentives to reduce City risk and borrowing.
5. Require guaranteed revenue vs guaranteed values in cash grant agreements or encourage the cash grant to be received after the City receives the first year of fully assessed revenue.
6. Conduct an audit when 30 percent of the project costs are spent.
7. Utilize the affordable house extension to seed fund the affordable housing programs.
8. Conduct the end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must cover the balance of the debt prior to the TID closure.

Analysis of Impact on Overlying Jurisdictions

TID No. 12

Taxing Jurisdiction	2023 Mill Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
County	$0.003148739	20.52%	$65,422	$820,574	$755,152	
Local	$0.005614191	36.58%	$116,647	$789,864		$673,217
School District	$0.005969418	38.89%	$124,027	$1,555,654	$1,431,627	
Tech. College	$0.000616039	4.01%	$12,800	$160,542	$147,743	
Total	$0.015348387	**100.0%**	**$318,895**	**$3,326,635**	**$2,334,522**	**$673,217**

TID No. 12 Tax Increment ProForma

City of De Pere

TID No. 12

6/26/2024

TID Creation Date	**9/1/15**	Equalized Base Value	$ 6,703,300	Amendment 2021	$ 16,737,000
Valuation Date	**1/1/15**	Personal Property Removal - Local	$ (200)		
Last Expenditure Year	**2030**	Personal Property Removal - State	$ (1,193,400)		
Termination Year	**2035**	Projected Tax Rate	See table		
TID Category	Mixed-Use	Annual Change in Tax Rate	-1.00%		
		Property Appreciation Rate	3.00%		
		Construction Inflation Rate	0.00%		

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment		Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue	TID Revenue Year
					Construction	Amendment					
2015	2016	2017									2017
2016	2017	2018									2018
2017	2018	2019									2019
2018	2019	2020									2020
2019	2020	2021					1,663,900	(5,039,400)	0.020856	$32,010	2021
2020	2021	2022					18,103,300	11,400,000	0.019736	$224,990	2022
2021	2022	2023	18,103,300		45,153,800		63,257,100	39,816,800	0.017564	$699,346	2023
2022	2023	2024	63,257,100		82,140,900		145,398,000	121,957,700	0.015348	$1,871,854	2024
2023	2024	2025	145,398,000	4,361,940	18,406,400	0	163,804,400	141,557,700	0.015195	$2,150,956	2025
2024	2025	2026	163,804,400	4,914,132	5,250,000	0	173,968,532	151,721,832	0.015043	$2,282,345	2026
2025	2026	2027	173,968,532	5,219,056	15,250,000	0	194,437,588	172,190,888	0.014893	$2,564,357	2027
2026	2027	2028	194,437,588	5,833,128	15,250,000	0	215,520,716	193,274,016	0.014744	$2,849,555	2028
2027	2028	2029	215,520,716	6,465,621	5,000,000	0	226,986,337	204,739,637	0.014596	$2,988,413	2029
2028	2029	2030	226,986,337	6,809,590	5,000,000	0	238,795,927	216,549,227	0.014450	$3,129,180	2030
2029	2030	2031	238,795,927	7,163,878	0	0	245,959,805	223,713,105	0.014306	$3,200,372	2031
2030	2031	2032	245,959,805	7,378,794	4,000,000	0	257,338,599	235,091,899	0.014163	$3,329,523	2032
2031	2032	2033	257,338,599	7,720,158	4,000,000	0	269,058,757	246,812,057	0.014021	$3,460,556	2033
2032	2033	2034	269,058,757	8,071,763	0	0	277,130,520	254,883,820	0.013881	$3,537,993	2034
2033	2034	2035	277,130,520	8,313,916	0	0	285,444,435	263,197,735	0.013742	$3,616,863	2035
2034	2035	2036	285,444,435	8,563,333	0	0	294,007,768	271,761,068	0.013605	$3,697,195	2036
		Total Remaining		**$80,815,308**	**$72,156,400**	**$0**			**Total Remaining**	**$38,679,160**	

Termination Year

Notes: Negative increments treated as zero TID revenue

Garrity Glen South ($6,250,000) & Best Built ($5,000,000)

Best Built Subdivision ($5,250,000 per year 2024, 2025, 2026) Green Bay Packaging Expansion (2025/2026)

WD-L492-B Development

WD-L492-B-5 Development

TID No. 12 Tax Increment Cash Flow

City of De Pere

TID No. 12

6/26/2024

Year	Beginning Balance	Revenues: Capital Interest & Debt Reserve	Revenues: Tax Increment Revenue	Revenues: Bond Premium and Proceeds	Revenues: Property Sale/Rent	Revenues: Interest	Revenues: Special Assessment Rev	Expenses: Existing Debt	Expenses: South Bridge Segment 2 Design	Expenses: South Bridge Segment 2 Acquisiton	Expenses: South Bridge Segment 2 Construction	Expenses: Future Business Park Infrastructure Development	Expenses: Development Grants PAYGO (multiple projects)	Expenses: Professional Services	Expenses: Future Allocation to TID No. 9	Expenses: Debt Issuance/ Debt Service	Expenses: Capital Costs	Expenses: Land Purchase, Street Construction	Expenses: Professional Services, Grants, Annual Admin	Annual Surplus (Deficit)	Balance After Surplus to Principal
2015									GV-15	GV-15	GV-15										
2016																					
2017																					
2018																					
2019																					830,904
2020	830,904	0	0	0		0	634,944	52,262	0					155,000		0	10,894	0	32,227	384,561	1,215,464
2021	1,215,464	0	32,010	395,392	447,925	0	0	46,513	0				242,930	10,862		5,319	24,969	0	21,145	523,588	1,739,052
2022	1,739,052	0	224,990	3,065,353	21,030	0	0	89,046	0			0		10,398		39,311	2,826,342	0	33,910	312,365	2,051,417
2023	2,051,417	0	699,346	4,052,063	2,099		0	470,556	0	0	0	0	0	13,245	0	54,873	303,538	3,296,753	84,456	530,087	2,581,504
2024	2,581,504	0	1,871,854	0	0	0	0	605,173	*150,000*	0	0	91,800	0	15,000	0	0	0	0	84,456	925,425	3,506,929
2025	3,506,929	0	2,150,956	0	0	0	0	552,485	0	0	0	393,008	200,000	0	0	0	0	0	84,456	921,007	4,427,936
2026	4,427,936	0	2,282,345	0	0	0	0	983,285	0	*1,200,000*	0	393,008	200,000	15,000	0	0	0	0	84,456	(593,404)	3,834,531
2027	3,834,531	0	2,564,357	0	0	0	0	977,398	0	0	0	393,008	200,000	0	0	0	0	0	84,456	909,496	4,744,027
2028	4,744,027	0	2,849,555	0	0	0	0	976,315	0	0	*4,234,998*	393,008	200,000	15,000	0	0	0	0	84,456	(3,054,222)	1,689,805
2029	1,689,805	0	2,988,413	0	0	0	0	983,863	0	0	872,593	393,008	200,000	0	0	0	0	0	84,456	454,494	2,144,299
2030	2,144,299	0	3,129,180	0	0	0	0	1,194,403	0	0	872,593	393,008	200,000	15,000	2,000,000	0	0	0	84,456	(1,630,279)	514,020
2031	514,020	0	3,200,372	0	0	0	0	1,189,713	0	0	872,593	393,008	200,000	0	0	0	0	0	84,456	460,603	974,623
2032	974,623	0	3,329,523	0	0	0	0	1,153,160	0	0	872,593	774,569	200,000	15,000	0	0	0	0	10,000	304,201	1,278,824
2033	1,278,824	0	3,460,556	0	0	0	0	640,188	0	0	872,593	0	200,000	0	0	0	0	0	10,000	1,737,776	3,016,600
2034	3,016,600	0	3,537,993	0	0	0	0	0	0	0	872,593	0	200,000	0	0	0	0	0	10,000	2,455,400	5,472,000
2035	5,472,000	0	3,616,863	0	0	0	0	0	0	0	1,896,684	0	200,000	0	0	0	0	0	10,000	1,510,179	6,982,179
2036	6,982,179	0	3,697,195	0	0	0	0	-	0	0	0	0	200,000	0	0	0	0	0	10,000	3,487,195	10,469,373
	Remaining Totals	0	38,679,160			0	0	9,815,582	150,000	1,200,000	11,367,239	3,617,422	2,400,000	98,643	2,000,000	94,184	303,538	3,296,753	844,017		

Other Expenses include: Site Development Costs, Professional Services, Discretionary Spending, Administration Costs, and Organizational Costs.

Assumes balance paid on call date

2023 Includes land purchase

Outside Services, General Admin, Street Eng General Admin

Future Southern Bridge Improvements

Including annual Rail Maintance

Future Business Park Growth

0.00% Interest

5.E. Tax Increment District No. 13

Introduction

The City created TIF District No. 13 to be the primary public financing tool to fund infrastructure improvements and facilitate redevelopment fora roundabout at Main Avenue and Lawrence Drive to address safety and traffic flow issues, including undesirable levels of service at the McDonalds driveway imposed by the current intersection configuration. The Main and Lawrence redevelopment area benefitted from improvements and influenced interest in development and redevelopment that helped support the roundabout project, as well as could spur other possible future improvements. The TID area is approximately 116 acres.

TID Type:	Mixed-Use
Creation Date:	7/18/2017
Maximum Expenditure Period:	7/18/2032
Termination Date:	7/18/2037
Extension (Yes/No):	No

Statement of Change

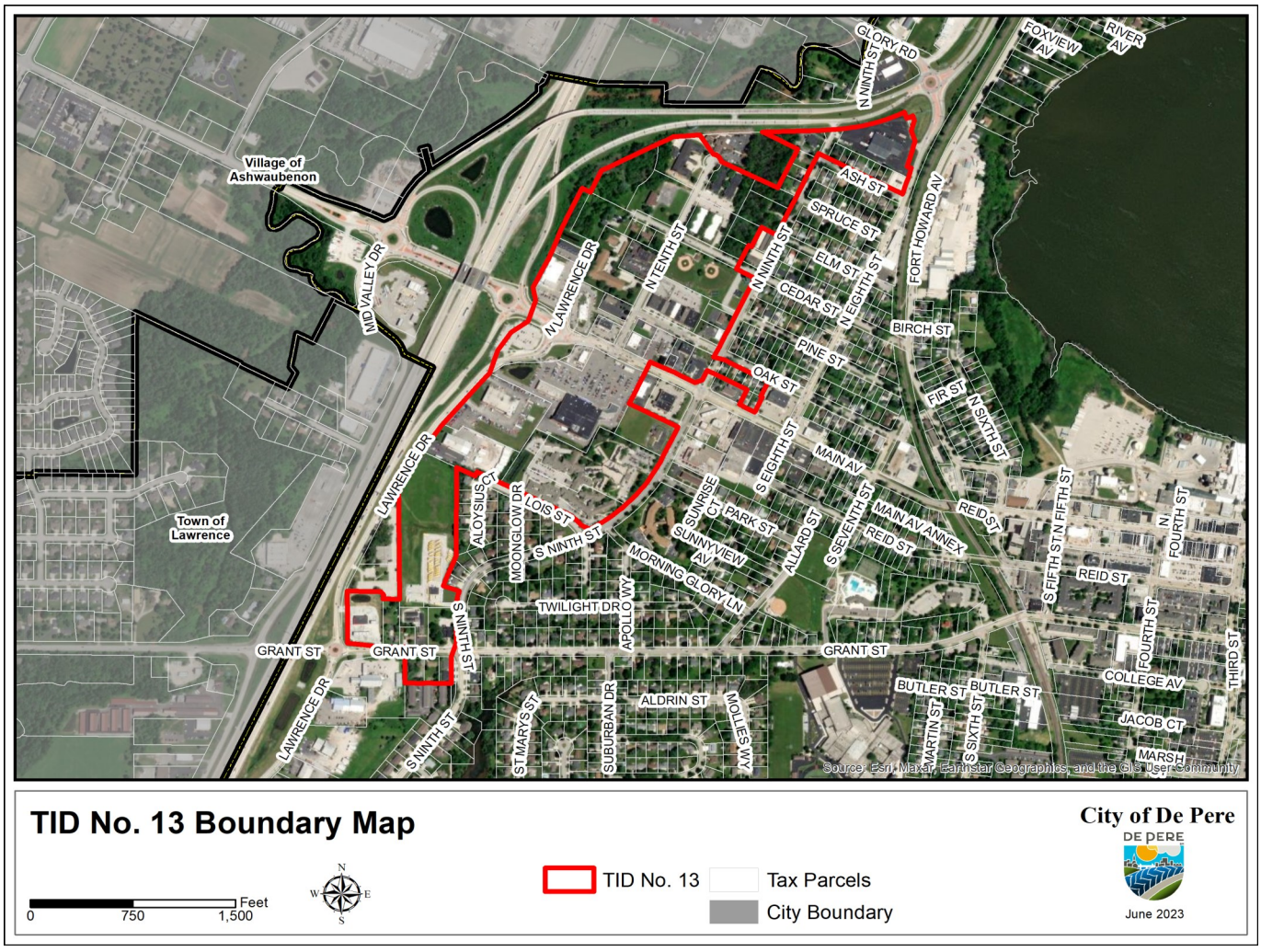
2017 TID Base Value:	$53,361,100
2022 TID Total Value (previous):	$62,898,500
2023 TID Total Value (current):	$70,357,600
Total TID Increment:	$16,996,500
2022 to 2023 Increment Growth:	$7,459,100
Prior Year Corrections:	$2,682,600
Actual Year Over Growth	$4,776,500
State Reported Percent Increment Growth:	12%

Reasons for Growth:

- Property value appreciation

Informational Only:

2024 TID Total Value:	$76,293,200
2024 Total TID Increment (growth):	$5,935,600
2024 TID Base Value Redetermination:	$46,138,100
2024 PP Reduction	$-3,611,500



5.G. Tax Increment District No. 13

TID No. 13 Projections and Changes since 2021.

The TID experienced $7,460,000 growth from property value appreciation and recent property transactions

TID No. 13 Remaining Development Opportunities

Several redevelopment opportunities are remaining in TID No. 13. The opportunities are as follows

- Two multi-family projects on Lawrence and N. 10th Street
- Ninth Street Redevelopment

The project plan included other potential redevelopment areas but owners of the subject land have not expressed interest in further development.

The project could generate an additional $16 million in increment value over the remaining life of the TID. Based on projected revenues and additional borrowings the TID is projected to end with an approximately $3,500,000 surplus with the following assumptions:

1. Approximately $3,705,000 in outstanding borrowing for infrastructure and development incentives;
2. $2,100,000 in future administrative and PAYGO incentives
3. Property values appreciate at 1.5% per year;
4. One Percent (1%) mill rate reductions per year;
5. Final year taxes collected in 2038.

Life After TID No. 13

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 13 closure would be approximately $555,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. That would add nearly $124,500 to the annual tax collections for the City. A detailed summary of TID No. 13 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff utilized the anticipated mill rate at the end of the TID life as it is projected to be lower than the current mill rate.

Recommendations

Staff recommends the following TID actions:

1. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments prior to the TID closure.
2. Monitor annual capital improvement plans (CIP) to see if the TID can support the project before including a project in the CIP.
3. Utilize more PAYGO development incentives to reduce City risk and borrowing.
4. Require guaranteed revenue vs guaranteed values in cash grant agreements. Encourage the cash grant to be received after the City receives the first year of fully assessed revenue.
5. Conduct an audit when 30 percent of the project costs are spent.
6. If necessary, utilize the standard three-year extension.
7. Utilize the affordable house extension to seed fund the affordable housing programs.
8. Conduct the end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must cover the balance of the debt prior to the TID closure.

Analysis of Impact on Overlying Jurisdictions

TID No. 13

Taxing Jurisdiction	2023 Mill Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
County	$0.003148739	20.52%	$145,967	$285,537	$139,570	
Local	$0.005614191	36.58%	$260,258	$260,258		$124,427
School District	$0.005969418	38.89%	$276,726	$541,325	$264,599	
Tech. College	$0.000616039	4.01%	$28,558	$55,864	$27,306	
Total	$0.015348387	**100.0%**	**$711,509**	**$1,142,985**	**$431,476**	**$124,427**

TID No. 13 Tax Increment ProForma

City of De Pere

TID No. 13

6/26/2024

TID Creation Date	**7/18/17**	Equalized Base Value	$	53,361,100	
Valuation Date	**1/1/17**	Personal Property Removal - Local	$	(3,611,500)	
Last Expenditure Year	**2032**	Personal Property Removal - State	$	-	
Termination Year	**2037**	Projected Tax Rate		See below	
TID Category	Rehab/Cons	Annual Change in Tax Rate		-1.00%	
		Property Appreciation Rate		1.50%	
		Construction Inflation Rate		0.00%	

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment: Construction	TIF Increment: Land	Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue	TID Revenue Year
2017	2018	2019								$0	2019
2018	2019	2020								$22,364	2020
2019	2020	2021	53,361,100	0		0	57,832,700	4,471,600	0.020856	$93,260	2021
2020	2021	2022	57,832,700	0	3,082,600	0	60,915,300	7,554,200	0.019736	$149,089	2022
2021	2022	2023	60,915,300		1,983,200	0	62,898,500	9,537,400	0.017564	$167,516	2023
2022	2023	2024	62,898,500	0	7,459,100	0	70,357,600	16,996,500	0.015348	$260,869	2024
2023	2024	2025	70,357,600	0	5,935,600	0	76,293,200	26,543,600	0.015195	$403,327	2025
2024	2025	2026	76,293,200	1,144,398	4,500,000	0	81,937,598	32,187,998	0.015043	$484,203	2026
2025	2026	2027	81,937,598	1,229,064	2,000,000	0	85,166,662	35,417,062	0.014893	$527,449	2027
2026	2027	2028	85,166,662	1,277,500	3,500,000	0	89,944,162	40,194,562	0.014744	$592,613	2028
2027	2028	2029	89,944,162	1,349,162		0	91,293,324	41,543,724	0.014596	$606,379	2029
2028	2029	2030	91,293,324	1,369,400		0	92,662,724	42,913,124	0.014450	$620,103	2030
2029	2030	2031	92,662,724	1,389,941		0	94,052,665	44,303,065	0.014306	$633,786	2031
2030	2031	2032	94,052,665	1,410,790		0	95,463,455	45,713,855	0.014163	$647,429	2032
2031	2032	2033	95,463,455	1,431,952		0	96,895,407	47,145,807	0.014021	$661,032	2033
2032	2033	2034	96,895,407	1,453,431		0	98,348,838	48,599,238	0.013881	$674,597	2034
2033	2034	2035	98,348,838	1,475,233		0	99,824,071	50,074,471	0.013742	$688,123	2035
2034	2035	2036	99,824,071	1,497,361		0	101,321,432	51,571,832	0.013605	$701,613	2036
2035	2036	2037	101,321,432	1,519,821		0	102,841,253	53,091,653	0.013469	$715,067	2037
2036	2037	2038	102,841,253	1,542,619		0	104,383,872	54,634,272	0.013334	$728,485	2038
Total Remaining (with extensions)				**$18,090,672**	**$15,935,600**	**$0**				**$8,945,075**	

Termination Year

Notes:
- Negative increments treated as zero TID revenue
- Per Report
- Multifamily Lawrence/Tenth Street $6,000,000
- 9th Street Redevelopment

TID No. 13 Tax Increment Cash Flow

City of De Pere

TID No. 13

6/26/2024

Year	Beginning Balance	Revenues					Exisitng Debt	Debt Issuance/ Debt Service	Professional Services	CDBG Grant	Future PAYGO Agreements	Land Purchase, Street Construction	Professional Services, Grants, Annual Admin	Annual Surplus (Deficit)	Balance After Surplus to Principal
		Capital Interest & Debt Reserve	Tax Increment Revenue	Bond Preium and Proceeds	Interest Income	State Grant									
2017	0													0	0
2018	0													0	0
2019	0													0	632,715
2020	632,715	0	22,364	0	0	0	111,825	0				0	14,000	(103,461)	529,254
2021	529,254	0	93,260	0	0	0	136,825	0	8,044			0	14,416	(66,025)	463,229
2022	463,229	0	149,089	0	0	1,510,202	236,825	0	20,775	1,484,798		0	51,150	(134,257)	328,972
2023	328,972	0	167,516	0	0	15,202	236,825	0	11,735	15,202		0	49,747	(145,993)	182,979
2024	182,979	0	260,869	0	0	-	255,325	0	0	0		0	50,000	(44,456)	138,523
2025	138,523	0	403,327	0	0	0	277,575	0	0	0		0	50,000	75,752	214,276
2026	214,276	0	484,203	0	0	0	303,325	0	0	0	125,000	0	50,000	5,878	220,153
2027	220,153	0	527,449	0	0	0	322,325	0	0	0	125,000	0	50,000	30,124	250,278
2028	250,278	0	592,613	0	0	0	344,825	0	0	0	125,000	0	50,000	72,788	323,065
2029	323,065	0	606,379	0	0	0	361,425	0	0	0	125,000	0	50,000	69,954	393,019
2030	393,019	0	620,103	0	0	0	377,275	0	0	0	125,000	0	50,000	67,828	460,847
2031	460,847	0	633,786	0	0	0	392,375	0	0	0	125,000	0	50,000	66,411	527,259
2032	527,259	0	647,429	0	0	0	405,838	0	0	0	125,000	0	50,000	66,591	593,850
2033	593,850	0	661,032	0	0	0	428,488	0	0	0	125,000	0	50,000	57,545	651,395
2034	651,395	0	674,597	0	0	0	0	0	0	0	125,000	0	10,000	539,597	1,190,991
2035	1,190,991	0	688,123	0	0	0	0	0	0	0	125,000	0	10,000	553,123	1,744,115
2036	1,744,115	0	701,613	0	0	0	0	0	0	0	125,000	0	10,000	566,613	2,310,728
2037	2,310,728	0	715,067	0	0	0	0	0	0	0	125,000	0	10,000	580,067	2,890,794
2038	2,890,794	0	728,485	0	0	0	0	0	0	0	125,000	0	10,000	593,485	3,484,279
	Remaining Totals	0	8,945,075	0	0	15,202	3,468,775	0	0	0	1,625,000	0	550,000		

Other

Outside Services, General Admin, Street Eng General Admin

Payment to City by Grant Consultant (balance of state grant)

5.F. Tax Increment District No. 15

Introduction

The City created TIF District No. 15 to be the primary public financing tool to encourage mixed-use development. The City had a large proposed development, United Health Group office complex that would be built on lands currently located in TID No. 8. The project required TIF incentives and there were not enough years remaining in TID No. 8 to facilitate the development. Therefore, the City created TID No. 15 as a 243.36 acre "Mixed-Use District." The instant focus of this District was to facilitate a proposed office development of parcels WD-0036 and WD-D0035-1-1. This proposed 174,000 square foot, four-story corporate office development with a projected cost of nearly $40 million required TIF incentives and would spur the development of other vacant parcels during the TIDs life.

TID Type:	Mixed-Use
Creation Date:	02/19/2021
Maximum Expenditure Period:	02/19/2035
Termination Date:	02/19/2041
Extension (Yes/No):	No

Statement of Change

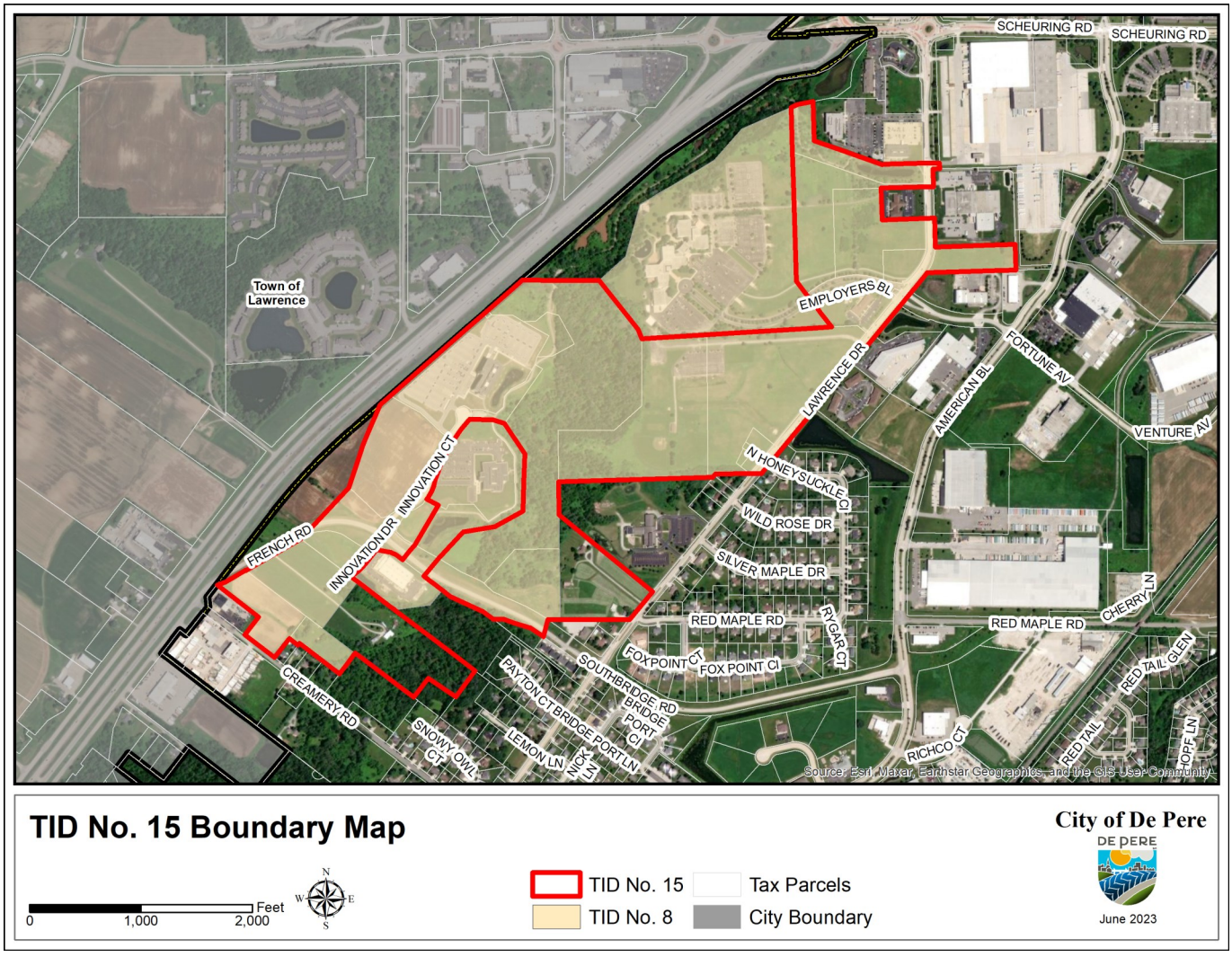
2020 TID Base Value:	$2,616,000
2022 TID Total Value (previous):	$29,034,000
2023 TID Total Value (current):	$40,963,200
Total TID Increment:	$26,418,000
2022 to 2023 Increment Growth:	$11,929,200
Prior Year Corrections:	$1,263,900
Actual Year Over Growth:	$10,665,300
State Reported Percent Increment Growth:	41%

Reasons for Growth:

- Property value appreciation and property sales

Informational Only:

2024 TID Total Value:	$47,037,800
2024 Total TID Increment (growth):	$44,431,800
2024 TID Base Value Redetermination:	None
2024 PP Reduction	None



5.H. Tax Increment District No. 15

TID No. 15 Projections and Changes since 2021.

United Health Group was completed in 2021 and has a guaranteed assessed value of $30,000,000; however, it was sold in 2022 for $36,885,000 and will raise the value in 2023.

TID No. 15 Remaining Development Opportunities

There are several redevelopment opportunities remaining in TID No. 15. The opportunities are as follows:

- Humana Campus South—$39,000,000 (2023 –2028)
- Humana Campus North—$36,000,000 (2025—2030)
- WD-D0036 - $16,000,000 (2024-2025)
- Smaller Projects $11,500,000 (2024-2035)

The project could generate an additional $108,000,000 in increment value over the remaining life of the TID. Based on projected revenues and additional borrowings the TID is projected to end with approximately $8.7 million in surplus with the following assumptions:

1. Approximately $29,800,000 in existing and planned expenses for infrastructure (Southern Bridge), development incentives, and administration;
2. Property values appreciate at 3% per year;
3. One Percent (1%) mill rate reductions per year;
4. Annual administration costs; and
5. Final year taxes collected in 2041 with possible closer after 2036.

Life After TID No. 15

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 15 closure would be approximately $1,978,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. That would add nearly $443,000 to the annual tax collections for the City. A detailed summary of TID No. 15 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff utilized the anticipated mill rate at the end of the TID life as it is projected to be lower than the current mill rate.

Recommendations

Staff recommends the following TID actions:

1. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments prior to the TID closure.
2. Monitor annual capital improvement plans (CIP) to see if the TID can support the project before including a project in the CIP.
3. Evaluate Southern Bridge CIP in the coming years to understanding the TID impact and determine if a Project Plan Amendment is necessary and continue to work with Brown County to revise agreement to structure cost most appropriate to the City and the respective TIDS.
4. Utilize more PAYGO development incentives to reduce City risk and borrowing.
5. Require guaranteed revenue vs guaranteed values in cash grant agreements or encourage the cash grant to be received after the City receives the first year of fully assessed revenue.
6. Conduct an audit when 30 percent of the project costs are spent.
7. Utilize the affordable house extension to seed fund the affordable housing programs.
8. Conduct the end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.
9. Consider annual surplus donations to underperforming TID No. 9 to facilitate additional façade grants and the possibility to close TID No. 9 without requiring an extension.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must cover the balance of the debt prior to the TID closure.

Analysis of Impact on Overlying Jurisdictions

TID No. 15

Taxing Jurisdiction	2023 Mill Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
County	$0.003148739	20.52%	$6,943	$503,795	$496,852	
Local	$0.005614191	36.58%	$12,380	$455,323		$442,943
School District	$0.005969418	38.89%	$13,163	$955,101	$941,938	
Tech. College	$0.000616039	4.01%	$1,358	$98,566	$97,207	
Total	$0.015348387	**100.0%**	**$33,845**	**$2,012,785**	**$1,535,997**	**$442,943**

TID No. 15 Tax Increment ProForma

City of De Pere

TID No. 15 Tax Increment ProForma

6/26/2024

Assumptions			
TID Creation Date	**2/19/20**	Equalized Base Value	$ 2,616,000
Valuation Date	**1/1/20**	Personal Property Removal - Local	$ -
Last Expenditure Year	**2035**	Personal Property Removal - State	$ -
Termination Year	**2040**	Projected Tax Rate	0.01974
TID Category	Mixed-Use	Annual Change in Tax Rate	-1.00%
		Property Appreciation Rate	3.00%
		Construction Inflation Rate	0.00%

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment		Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue	TID Revenue Year
					Construction	Land					
2020	2021	2022	2,616,000	0	(62,700)	0	2,553,300	(62,700)	0.019736	$0	2022
2021	2022	2023	2,553,300	0	26,418,000	0	29,034,000	26,418,000	0.017564	$464,008	2023
2022	2023	2024	29,034,000	0	11,929,200	0	40,963,200	38,347,200	0.015348	$588,568	2024
2023	2024	2025	40,963,200	0	6,074,600	0	47,037,800	44,421,800	0.015195	$674,985	2025
2024	2025	2026	47,037,800	0	9,700,000	0	56,737,800	54,121,800	0.015043	$814,152	2026
2025	2026	2027	56,737,800	0	25,200,000	0	81,937,800	79,321,800	0.014893	$1,181,302	2027
2026	2027	2028	81,937,800	0	23,700,000	0	105,637,800	103,021,800	0.014744	$1,518,912	2028
2027	2028	2029	105,637,800	0	16,200,000	0	121,837,800	119,221,800	0.014596	$1,740,181	2029
2028	2029	2030	121,837,800	0	8,000,000	0	129,837,800	127,221,800	0.014450	$1,838,381	2030
2029	2030	2031	129,837,800	0	6,000,000	0	135,837,800	133,221,800	0.014306	$1,905,831	2031
2030	2031	2032	135,837,800	0	10,000,000	0	145,837,800	143,221,800	0.014163	$2,028,399	2032
2031	2032	2033	145,837,800	0	4,000,000	0	149,837,800	147,221,800	0.014021	$2,064,199	2033
2032	2033	2034	149,837,800	4,495,134	0	0	154,332,934	151,716,934	0.013881	$2,105,953	2034
2033	2034	2035	154,332,934	4,629,988	0	0	158,962,922	156,346,922	0.013742	$2,148,519	2035
2034	2035	2036	158,962,922	4,768,888	0	0	163,731,810	161,115,810	0.013605	$2,191,913	2036
2035	2036	2037	163,731,810	4,911,954	0	0	168,643,764	166,027,764	0.013469	$2,236,150	2037
2036	2037	2038	168,643,764	5,059,313	0	0	173,703,077	171,087,077	0.013334	$2,281,249	2038
2037	2038	2039	173,703,077	5,211,092	0	0	178,914,169	176,298,169	0.013201	$2,327,225	2039
2038	2039	2040	178,914,169	5,367,425	0	0	184,281,594	181,665,594	0.013069	$2,374,097	2040
2039	2040	2041	184,281,594	5,528,448	0	0	189,810,042	187,194,042	0.012938	$2,421,883	2041
		Total Remaining		**$39,972,242**	**$120,803,800**	**$0**				**$32,905,907**	

Notes: Projected Mill Rates — Termination Year

2024	Prior Year Corrections (1,022,100)
2025	Humana Campus (South) - $9,700,000, Humana Campus (North) -$6,000,000, WD-D0036 - $8,000,000, & WD0-L436-2 - $1,500,000
2026	Humana Campus (South) - $9,700,000, Humana Campus (North) -$6,000,000
2027	Humana Campus (South) - $8,200,000, Humana Campus (North) -$6,000,000, & WD-D0037 (South Bridge) - $2,000,000
2028	Humana Campus (South) - $2,000,000, Humana Campus (North) -$6,000,000,
2029-2030	Humana Campus (North) -$6,000,000,
2030 &2031	WD-L437-11 - $4,000,000 each year

Tax Increment Cash Flow

City of De Pere

TID No. 15

6/26/2024

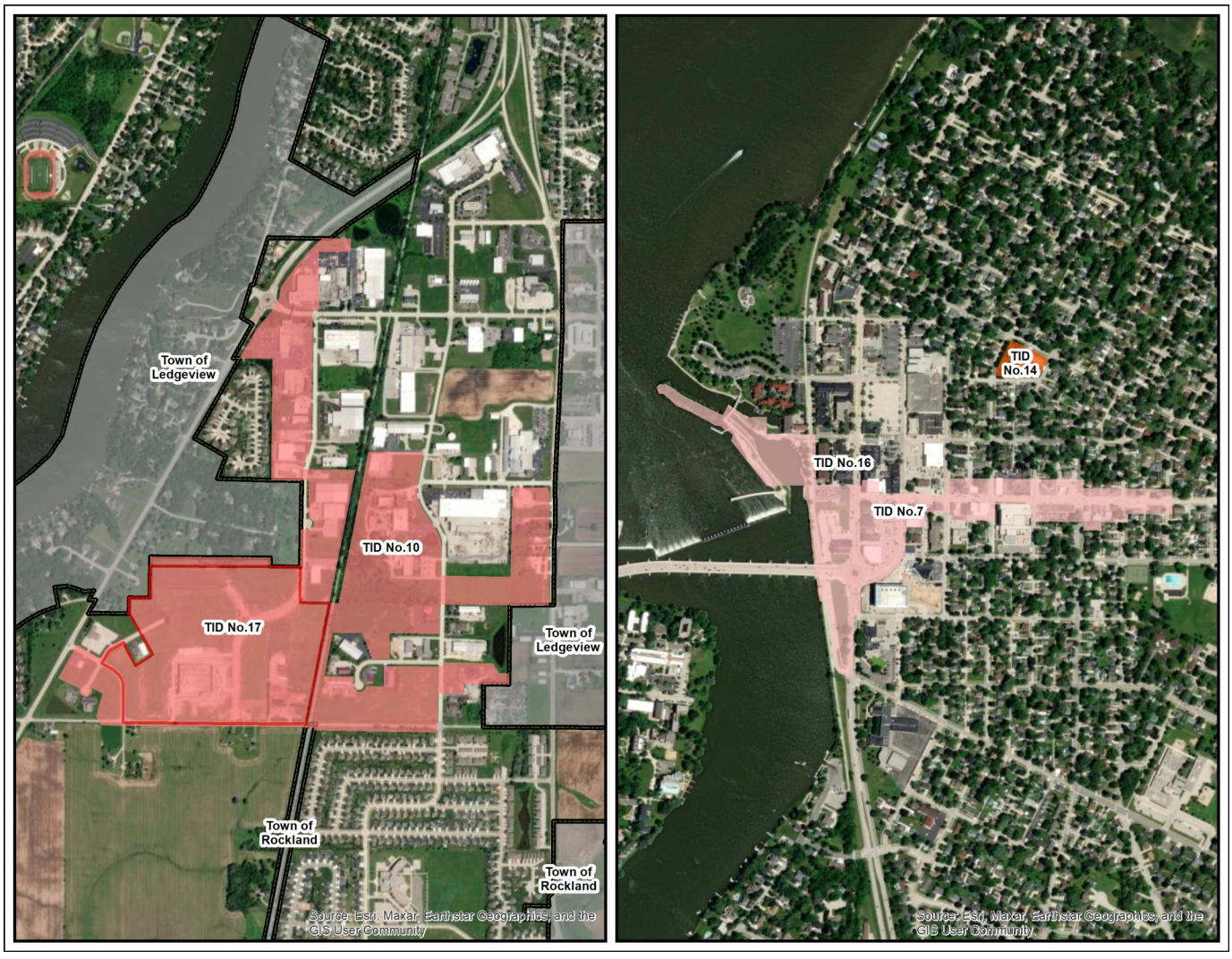
Year	Beginning Balance	Revenues: Capital Interest & Debt Reserve	Tax Increment Revenue	Cap Interest	Bonding & Debt Premium	Interest Income	General Fund Advance	Existing Debt (Phase 1- Infrastructure and Development Incentive	Development Incentives Annual PAYGO Cash Grant (Humana Campus South)	Development Incentives (Humana Campus North Building 1)	Development Incentives (Humana Campus North Building 2)	Development Incentives (Humana Campus North- Building 3)	South Bridge Segment 1 Design	South Bridge Segment 1 Acquisiton	South Bridge Segment 1 Construction	Development Incentives	Professional Services	Debt Issuance Costs	Capital Costs	Other Expenses	Professional Services, Grants, Annual Admin	Annual Surplus (Deficit)	Balance
2020										0	0	0	GV-14	GV-14	GV-14				0			0	0
2021	0	0	0	0	4,190,837	0		0	0	0	0	0				3,536,016	1,299	60,909	0	0	0	592,614	592,614
2022	592,614	0	0		208,995	0	0	55,008	0	0	0	0				0	1,320	2,679	0	0	51,149	98,839	691,453
2023	691,453	0	464,008	0	4,451,176	0	0	95,338	0	0	0	0				0	760	57,673	49,884	0	107,698	4,603,832	5,295,285
2024	5,295,285	0	588,568	0	0	0	0	613,649	25,000	0	0	0	0	0		0	0	0	0	0	65,000	(115,081)	5,180,204
2025	5,180,204	0	674,985	0	0	0	0	608,320	155,000	0	0	0	0	0	74,000	0	0	0	0	0	65,000	(227,335)	4,952,869
2026	4,952,869	0	814,152	0	0	0	0	814,283	300,000	0	137,700	0	0	0	276,275	0	0	0	0	0	65,000	(779,106)	4,173,763
2027	4,173,763	0	1,181,302	0	0	0	0	814,243	410,000	0	299,330	0	0	0	280,321	0	0	0	0	0	65,000	(687,592)	3,486,171
2028	3,486,171	0	1,518,912	0	0	0	0	813,378	515,000	103,275	299,330	0	0	0	284,528	0	0	0	0	0	65,000	(561,599)	2,924,573
2029	2,924,573	0	1,740,181	0	0	0	0	1,281,523	620,000	315,733	299,330	0	0	0	288,904	0	0	0	0	0	65,000	(1,130,309)	1,794,264
2030	1,794,264	0	1,838,381	0	0	0	0	1,281,170	620,000	315,733	299,330	103,275	0	0	293,454	0	0	0	0	0	65,000	(1,139,582)	654,682
2031	654,682	0	1,905,831	0	0	0	0	1,473,935	605,000	315,733	299,330	315,733	0	0	298,187	0	0	0	0	0	65,000	(1,467,088)	(812,406)
2032	(812,406)	0	2,028,399	0	0	0	0	1,475,595	0	315,733	299,330	315,733	0	0	303,109	0	0	0	0	0	65,000	(746,102)	(1,558,508)
2033	(1,558,508)	0	2,064,199	0	0	0	0	1,471,850	0	315,733	299,330	315,733	0	0	308,228	0	0	0	0	0	65,000	(711,676)	(2,270,184)
2034	(2,270,184)	0	2,105,953	0	0	0	0	0	0	315,733	299,330	315,733	0	0	313,551	0	0	0	0	0	65,000	796,605	(1,473,579)
2035	(1,473,579)	0	2,148,519	0	0	0	0	0	0	315,733	299,330	315,733	0	0	319,088	0	0	0	0	300,000	65,000	533,634	(939,944)
2036	(939,944)	0	2,191,913	0	0	0	0	0	0	315,733	299,330	315,733	0	0	324,846	0	0	0	0	200,000	65,000	671,270	(268,675)
2037	(268,675)	0	2,236,150	0	0	0	0	0	0	315,733	299,330	315,733	0	0	330,834	0	0	0	0	0	10,000	964,519	695,844
2038	695,844	0	2,281,249	0	0	0	0	0	0	0	299,330	631,466	0	0	337,062	0	0	0	0	0	10,000	1,003,390	1,699,234
2039	1,699,234	0	2,327,225	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,000	2,317,225	4,016,460
2040	4,016,460	0	2,374,097	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,000	2,364,097	6,380,557
2041	6,380,557	0	2,421,883	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	10,000	2,411,883	8,792,440
Total Remaining		0	32,441,899	0	0	0	0	10,647,944	3,250,000	2,944,876	3,729,662	2,944,875	0	0	4,032,387	0	0	0	0	500,000	1,002,698		

Other

Discretionary Payments- Allocation to TID No. 9

Assumes balance paid after call date.

City of De Pere
East Tax Increment Financing Districts
2022 Year-End Annual Report
East Side



DE PERE
RUNS DEEPER

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6.A. Tax Increment District No. 7

Introduction

The City created TIF District No. 7 to promote rehabilitation or conservation efforts in the east side of the downtown under the authority of Wisconsin State Statutes 66.1105. The goal was to primarily assist the expansion of the tax base by providing public improvements, land acquisition, and consolidations; to promote development opportunities; stimulate private investment and enhance the appearance of the downtown and the George Street corridor. The goal of the TID was to incentivize development that will advance the health and vitality of the east downtown area and stimulate more tax base that otherwise would not have happened.

TID Type:	Rehabilitation /Conservation
Creation Date:	10/17/2006
Maximum Expenditure Period:	10/17/2028
Termination Date:	10/17/2033
Extension (Yes/No):	Not at this time, but likely necessary

Statement of Change

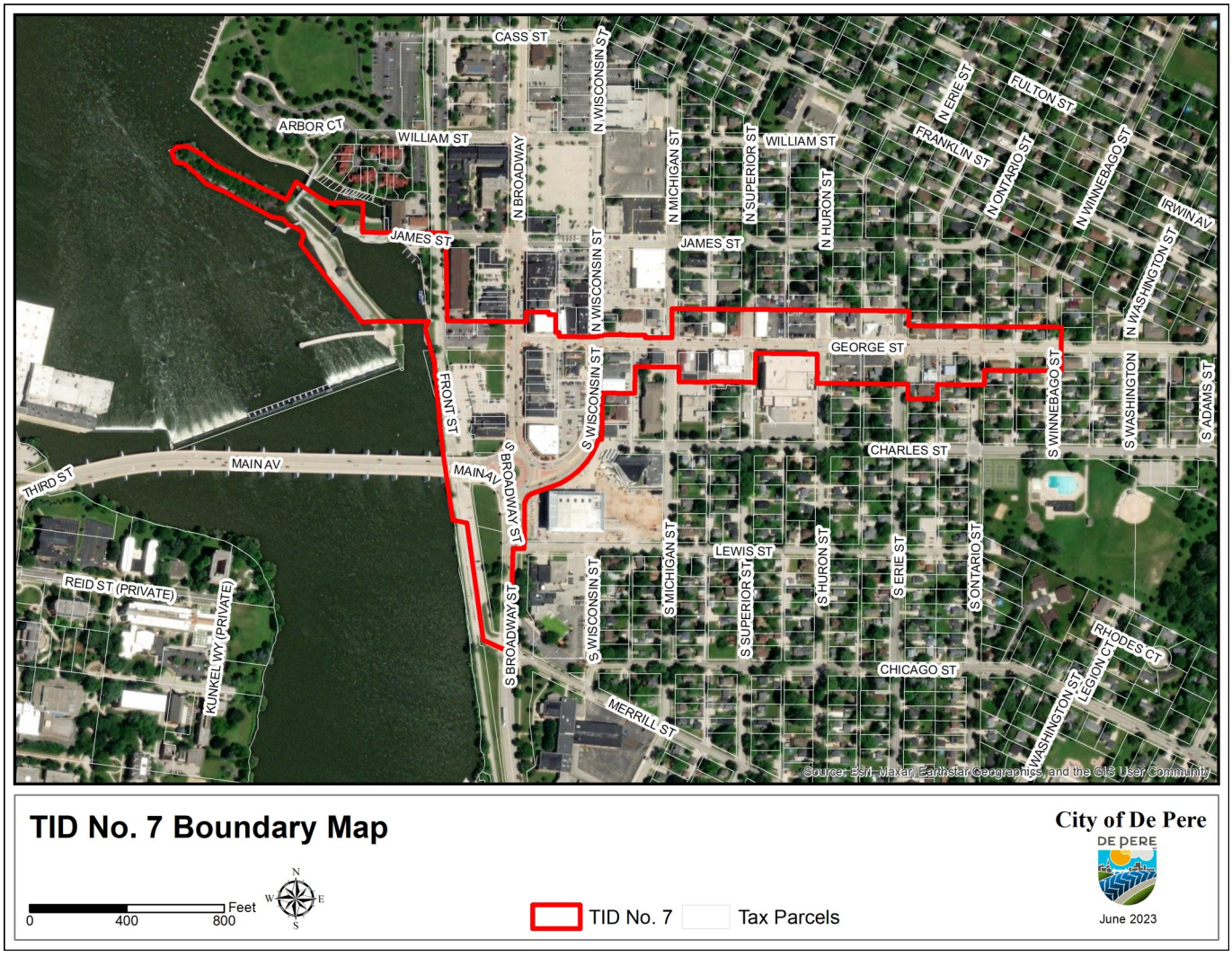
2007 TID Base Value:	$12,056,000
2022 TID Total Value (previous):	$17,388,600
2023 TID Total Value (current):	$19,873,300
Total TID Increment:	$7,817,300
2022 to 2023 Increment Growth:	$2,088,400
Prior Year Corrections:	$751,800
Actual Year Over Growth:	$1,336,600
State Reported Percent Increment Growth:	12%

Reasons for Growth:

- Property value appreciation and property sales

Informational Only:

2024 TID Total Value:	$23,228,600
2024 Total TID Increment (growth):	$11,819,100
2024 TID Base Value Redetermination:	$11,409,500
2024 PP Reduction	$-646,500



6.A. Tax Increment District No. 7

TID No. 7 Projections

The TID experienced $1,336,600 growth from property value appreciation and recent property transactions.

TID No. 7 Remaining Development Opportunities

Several redevelopment opportunities are remaining in TID No. 7. The City anticipates several redevelopment opportunities around the Mulva Cultural Center. The staff assumes $300,000 every other year between 2023 and 2034. Based on projected revenues and additional borrowings the TID is projected to end with an approximately $1,000,000 deficit with two –three-year extensions.

1. Approximately $3,900,000 in remaining and planned borrowing for infrastructure and development incentives;
2. Property values appreciate at 1.5% per year;
3. One Percent (1%) mill rate reductions per year;
4. Additional annual state computer aid/grants;
5. Final year taxes collected in 2033;
6. Assumed two, three-year extension to 2040; and
7. Two School District Referendums in 2024

Life After TID No. 7

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 7 closure would be approximately $297,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. That would add nearly $50,000 to the annual tax collections for the City. A detailed summary of TID No. 7 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff utilized the 2023 mill rate and not the anticipated mill rate at the end of the TID life.

Recommendations:

Staff recommends the following TID actions:

1. Conduct the required periodic audit and use the results to utilize the standard or three–year technical college extensions.
2. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments prior to the TID closure.
3. Monitor annual capital improvement plans (CIP) to see if the TID can support the project before including a project in the CIP.
4. Replace or supplement façade grant funding with annually matched dollars from business park donor TIDs or the General Fund.
5. Utilize more PAYGO development incentives to reduce City risk and borrowing.
6. Require guaranteed revenue vs guaranteed values in cash grant agreements.
7. Limit annual administration costs to those essential to managing the TID.
8. Utilize the standard three-year extension.
9. Utilize the technical college three-year extension.
10. Conduct end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.
11. Conduct the final audit within 12 months of termination – this audit accounts for all revenue and expenditures during the entire life of the TID, including any excess increment returned to the overlying taxing jurisdictions.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must cover the balance of the debt prior to the TID closure.

Analysis of Impact on Overlying Jurisdictions

TID No. 7

Taxing Jurisdiction	2023 Mill Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
County	$0.003148740	22.58%	$36,747	$92,765	$56,018	
Local	$0.005614189	40.27%	$65,519	$115,459		$49,940
School District	$0.004563444	32.73%	$53,257	$134,443	$81,187	
Tech. College	$0.000616043	4.42%	$7,189	$18,149	$10,960	
Total	$0.013942416	**0.0%**	**$162,713**	**$360,817**	**$248,044**	

TID No. 7 Tax Increment ProForma

City of De Pere

TID No. 7

6/25/2024

Assumptions

TID Creation Date	**10/17/06**	Equalized Base Value	$ 12,056,000	2024 USDD Operation Referendum (requested)	0.001350
Valuation Date	**1/1/07**	Personal Property Removal - Local	$ (640,900)	2024 USDD Critical Facilities Referendum (requested)	0.000400
Last Expenditure Year	**10/17/2028**	Personal Property Removal - State	$ (5,600)	2026 USDD Growth Referendum (less 2024 referendums)	0.002440
Termination Year	**10/17/2033**	Projected Tax Rate	0.0139424160		
TID Category	**Rehab/Cons**	Annual Change in Tax Rate	-1.00%	2024 USDD Operation Referendum (assumed) 100%	0.001350
		Property Appreciation Rate	1.50%	2024 USDD Critical Facilities Referendum (assumed) 100%	0.000400
		Construction Inflation Rate	0.00%	2025 USDD Expansion Referendum (assumed) 0%	0.002440

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment: Construction	TIF Increment: Land	Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue	TID Revenue Year
2007	2008	2009	(5,600)								2009
2008	2009	2010	0								2010
2009	2010	2011	0								2011
2010	2011	2012	0								2012
2011	2012	2013	0								2013
2012	2013	2014	0								2014
2013	2014	2015	0								2015
2014	2015	2016	0								2016
2015	2016	2017	0								2017
2016	2017	2018	0								2018
2017	2018	2019	0								2019
2018	2019	2020	0							$129,085	2020
2019	2020	2021	0		0	0	0	0	0.020100	$119,604	2021
2020	2021	2022	0		0	0	0	0	0.016449	$87,717	2022
2021	2022	2023	0	0	0	0	17,784,900	0	0.015375	$86,546	2023
2022	2023	2024	17,784,900	0	2,088,400	0	19,873,300	7,817,300	0.013942	$108,992	2024
2023	2024	2025	19,873,300	0	3,355,300	0	23,228,600	11,819,100	0.015692	$185,470	2025
2024	2025	2026	23,228,600	348,429	0	0	23,577,029	10,874,529	0.015535	$168,941	2026
2025	2026	2027	23,577,029	353,655	300,000	0	24,230,684	11,528,184	0.015380	$177,305	2027
2026	2027	2028	24,230,684	363,460	0	0	24,594,145	11,891,645	0.015226	$181,066	2028
2027	2028	2029	24,594,145	368,912	300,000	0	25,263,057	12,560,557	0.015074	$189,339	2029
2028	2029	2030	25,263,057	378,946	0	0	25,642,003	12,939,503	0.014923	$193,100	2030
2029	2030	2031	25,642,003	384,630	300,000	0	26,326,633	13,624,133	0.014774	$201,284	2031
2030	2031	2032	26,326,633	394,899	0	0	26,721,532	14,019,032	0.014626	$205,047	2032
2031	2032	2033	26,721,532	400,823	300,000	0	27,422,355	14,719,855	0.014480	$213,145	2033
2032	2033	2034	27,422,355	411,335	0	0	27,833,691	15,131,191	0.014335	$216,910	2034
2033	2034	2035	$27,833,691	417,505	0	0	$28,251,196	15,548,696	0.014192	$220,666	2035
2034	2035	2036	$28,251,196	423,768	0	0	$28,674,964	15,972,464	0.014050	$224,413	2036
2035	2036	2037	$28,674,964	430,124	0	0	$29,105,088	16,402,588	0.013910	$228,152	2037
2036	2037	2038	$29,105,088	436,576	0	0	$29,541,665	16,839,165	0.013770	$231,882	2038
2037	2038	2039	$29,541,665	443,125	0	0	$29,984,790	17,282,290	0.013633	$235,605	2039
2038	2039	2040	$29,984,790	449,772	0	0	$30,434,561	17,732,061	0.013496	$239,319	2040
Total Remaining (with extensions)					**$4,555,300**	**$0**				**$3,420,638**	

Notes: Includes PP removal and prior year corrections

2023 New Construction: $29,700

2023: Market Growth $3,325,600

Standard Three Year Extension

Tech-College Three Year Extension

Termination Year

TID No. 7 Tax Increment Cash Flow

City of De Pere
TID No. 7
6/25/2024

Year	Beginning Balance	Revenues: Capital Interest & Debt Reserve	Tax Increment Revenue	Computer Aid/Grants	TID No. 18 Allocation (310 N Front Street)	Land Sales	Bond Premium and Proceeds	General Fund Advance	Expenses: Existing Debt Service Payments	Debt Insurance Cost	Future Debt Service Payments	Capital Expenses	Professional Services	Development Grant/Façade Grants	Annual Admin	Annual Surplus (Deficit)	Balance After Surplus to Principal
2007	0										126 S Broadway Relocation						
2008	0																
2009	0																
2010	0																
2011	0																
2012	0																
2013	0																
2014	0																
2015	0																
2016	0																
2017	0																
2018	0																
2019	0																(1,137,622)
2020	(1,137,622)	0	129,085	6,998			227,780		462,813	2,978	0	199,900	0	59,559	31,466	(392,853)	(1,530,476)
2021	(1,530,476)	0	119,604	11,149			31,630		486,302		0	0	0		28,935	(352,855)	(1,883,331)
2022	(1,883,331)	0	87,717	6,998			64,278		216,812	819	0	29,038	0	120,000	17,970	(225,645)	(2,108,976)
2023	(2,108,976)	0	86,546	6,998	0	0	68,670		1,998,824	860	0	0	37,354	0	27,268	(1,902,092)	(4,011,068)
2024	(4,011,068)	0	108,992	5,000	0	0	0		197,708		112,200	0		0	10,000	(205,915)	(4,216,983)
2025	(4,216,983)	0	185,470	5,000	0	1,400,000	0		193,560		212,729	0		0	10,000	1,174,181	(3,042,802)
2026	(3,042,802)	0	168,941	5,000	0	0	0		154,075		212,729	0		0	10,000	(202,863)	(3,245,666)
2027	(3,245,666)	0	177,305	5,000	0	0	0		45,500		212,729	0		0	10,000	(85,924)	(3,331,590)
2028	(3,331,590)	0	181,066	5,000	200,000	0	0		54,350		212,729	0		0	10,000	108,987	(3,222,603)
2029	(3,222,603)	0	189,339	5,000	350,000	0	0		53,250		212,729	0		0	10,000	268,359	(2,954,244)
2030	(2,954,244)	0	193,100	5,000	150,000	0	0		42,150		212,729	0		0	10,000	83,221	(2,871,023)
2031	(2,871,023)	0	201,284	5,000	150,000	0	0		16,350		212,729	0		0	10,000	117,205	(2,753,818)
2032	(2,753,818)	0	205,047	5,000	150,000	0	0		15,800		212,729	0		0	10,000	121,518	(2,632,300)
2033	(2,632,300)	0	213,145	5,000	150,000	0	0		5,200		212,729	0		0	10,000	140,215	(2,492,084)
2034	(2,492,084)	0	216,910	5,000	150,000	0	0		0		212,729	0		0	10,000	149,181	(2,342,904)
2035	(2,342,904)	0	220,666	5,000	150,000	0	0		0		212,729	0		0		162,937	(2,179,967)
2036	(2,179,967)	0	224,413	5,000	150,000	0	0		-		212,729	0		0		166,684	(2,013,283)
2037	(2,013,283)	0	228,152	5,000	150,000	0	0		-		212,729	0		0		170,423	(1,842,860)
2038	(1,842,860)	0	231,882	5,000	150,000	0	0		0		212,729	0		0		174,153	(1,668,707)
2039	(1,668,707)	0	235,605	5,000	150,000	0	0		0		0	0		0		390,605	(1,278,102)
2040	(1,278,102)	0	239,319	5,000		0	0		0		0	0		0		244,319	(1,033,783)
Total	**Remaining**	**0**	**3,420,638**	**85,000**	**2,050,000**	**1,400,000**	**0**	**0**	**777,943**		**3,090,411**	**0**		**0**	**110,000**		

Other Expenses include: Site Development Costs, Professional Services, Discretionary Spending, Administration Costs, and Organizational Costs.

Front Street Sales

Standard Three Year Extension

Tech-College Three Year Extension

6.B. Tax Increment District No. 10

Introduction

The City created TIF District No. 10 to be the primary public financing tool for additional development of the east business park in the City. Within the boundaries of this Tax Incremental District are sites suitable for industrial and business/office development. The original TID No. 10 boundary was 173 acres, but in 2015 the City amended the TID to include an additional 45.301 acres to extend the TID to the current Belmark campus for an office expansion.

TID Type:	Industrial Post-04
Creation Date:	8/7/2012
Maximum Expenditure Period:	8/7/2027
Termination Date:	8/7/2032
Extension (Yes/No):	Not at this time, but likely necessary

Statement of Change

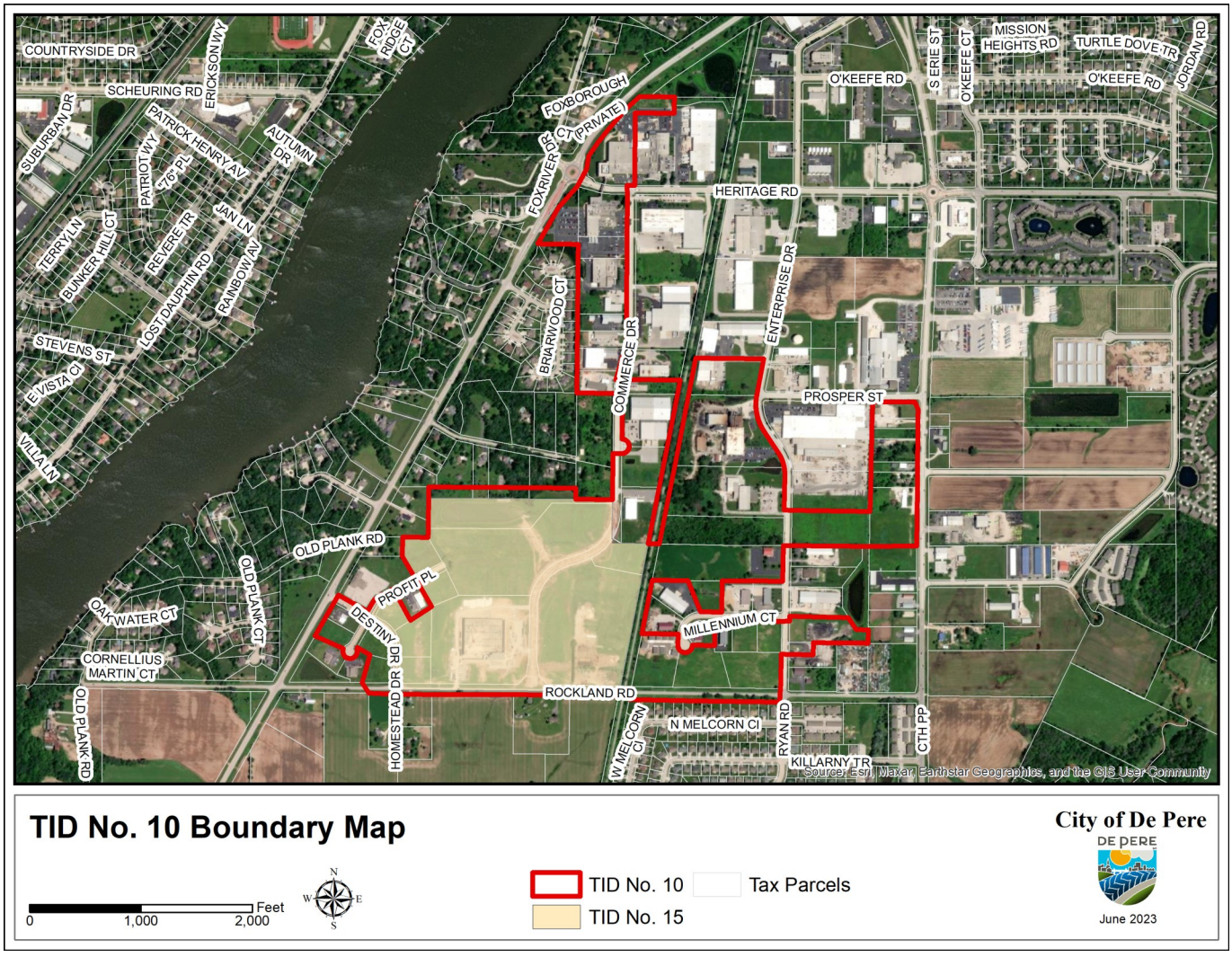
2012 TID Base Value:	$24,811,900
2022 TID Total Value (previous):	$36,088,000
2023 TID Total Value (current):	$40,167,100
Total TID Increment:	$15,355,200
2022 to 2023 Increment Growth:	$4,079,100
Prior Year Corrections:	$346,200
Actual Year Over Growth:	$3,732,900
State Reported Percent Increment Growth:	11%

Reasons for Growth:

- Property value appreciation and property sales

Informational Only:

2024 TID Total Value:	$39,662,200
2024 Total TID Increment (growth):	$17,872,800
2024 TID Base Value Redetermination:	$21,789,400
2024 PP Reduction	$-3,022,500



6.B. Tax Increment District No. 10

TID No. 10 Projections.

The TID experienced $3,732,900 growth from property value appreciation and recent property transactions.

TID No. 10 Remaining Development Opportunities

Several redevelopment opportunities are remaining in TID No. 10. The City assumes $35,000,000 in new increment over the life of the TID (after 2024). Based on projected revenues and additional borrowings the TID is projected to end with approximately a $100,000 surplus.

1. Approximately $5,000,000 in remaining and planned borrowing for infrastructure and development incentives;
2. Property values appreciate at 3% per year;
3. One Percent (1%) mill rate reductions per year;
4. Additional annual state computer aid/grants;
5. Two School District Referendums in 2024

Life After TID No. 10

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 10 closure would be approximately $775,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. That would add nearly $195,000 to the annual tax collections for the City. A detailed summary of TID No. 10 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff utilized the 2023 mill rate and not the anticipated mill rate at the end of the TID life.

Recommendations:

Staff recommends the following TID actions:

1. Conduct the required periodic audit.
2. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments prior to the TID Closure.
3. Monitor annual capital improvement plans (CIP) to see if the TID can support the project before including a project in the CIP.
4. Utilize more PAYGO development incentives to reduce City risk and borrowing.
5. Require guaranteed revenue vs guaranteed values in cash grant agreements.
6. Limit annual administration costs to those essential to managing the TID.
7. If necessary, utilize the standard three-year extension
8. If necessary, utilize the technical college three-year extension
9. Conduct end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.
10. Conduct the final audit within 12 months of termination – this audit accounts for all revenue and expenditures during the entire life of the TID, including any excess increment returned to the overlying taxing jurisdictions.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must cover the balance of the debt prior to the TID closure.

Figure 4: Analysis of Impact on Overlying Jurisdictions

TID No. 10

Taxing Jurisdiction	2023 Mill Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
County	$0.003148740	22.58%	$112,251	$331,600	$219,349	
Local	$0.005614189	40.27%	$200,143	$395,692		$195,549
School District	$0.004563444	32.73%	$162,685	$480,585	$317,900	
Tech. College	$0.000616043	4.42%	$21,962	$64,877	$42,915	
Total	$0.013942416	**100.0%**	**$497,040**	**$1,272,753**	**$580,164**	

TID No. 10 Tax Increment ProForma

City of De Pere

TID No. 10

6/24/2024

Summary		Parcel and Development Assumptions		Project Assumptions	
TID Creation Date	**3/16/21**	Equalized Base Value (+2012, 2024)	$ 24,811,900	2024 USDD Operation Referendum (requested)	0.001350
Valuation Date	**1/1/21**	Personal Property Removal - Local	$ (593,500)	2024 USDD Critical Facilities Referendum (requested)	0.000400
Last Expenditure Year	**3/16/2036**	Personal Property Removal - State	$ (2,429,000)	2026 USDD Growth Referendum (less 2024 referendums)	0.002440
Termination Year	**3/16/2043**	2024 Amendment Value	$ 11,974,300		
Est Construction Start	**7/1/2024**	Projected Tax Rate	$ 0.01394242		
Est Valuation Date	**1/1/2026**	Annual Change in Tax Rate	-1.000%		
TID Category	**Industrial**	Property Appreciation Rate	3.00%	2024 USDD Operation Referendum (assumed) 100%	0.001350
		Construction Inflation Rate	0.00%	2024 USDD Critical Facilities Referendum (assumed) 100%	0.000400
				2025-2026 USDD Expansion Referendum (assumed) 0%	0.002440

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment Construction/ Land*	Amendment Base	Total Valuation	Cumulative Increment	TIF Tax Rate**	TIF Revenue	TID Revenue Year
2012	2013	2014							As Reported	$42,608	2014
2013	2014	2015							As Reported	$55,554	2015
2014	2015	2016							As Reported	$123,951	2016
2015	2016	2017							As Reported	$124,947	2017
2016	2017	2018							As Reported	$206,690	2018
2017	2018	2019							As Reported	$200,385	2019
2018	2019	2020					35,169,900		As Reported	$207,928	2020
2019	2020	2021					31,698,000	6,886,100	As Reported	$122,131	2021
2020	2021	2022	31,698,000			0	32,148,900	7,337,000	As Reported	$120,688	2022
2021	2022	2023	32,148,900				36,088,000	11,276,100	As Reported	$179,144	2023
2022	2023	2024	36,088,000	0	4,079,100	0	40,167,100	15,355,200	0.013942	$214,089	2024
2023	2024	2025	40,167,100	-	(504,900)	11,974,300	51,636,500	17,872,800	0.015553	$277,976	2025
2024	2025	2026	51,636,500	1,549,095	4,776,125	0	57,961,720	24,198,020	0.015397	$372,588	2026
2025	2026	2027	57,961,720	1,738,852	7,193,375	0	66,893,947	33,130,247	0.015243	$505,020	2027
2026	2027	2028	66,893,947	2,006,818	2,465,100	0	71,365,865	37,602,165	0.015091	$567,456	2028
2027	2028	2029	71,365,865	2,140,976	4,844,050	0	78,350,891	44,587,191	0.014940	$666,139	2029
2028	2029	2030	78,350,891	2,350,527	9,306,250	0	90,007,668	56,243,968	0.014791	$831,890	2030
2029	2030	2031	90,007,668	2,700,230	5,200,000	0	97,907,898	64,144,198	0.014643	$939,253	2031
2030	2031	2032	97,907,898	2,937,237	1,725,000	0	102,570,135	68,806,435	0.014496	$997,446	2032
2031	2032	2033	102,570,135	3,077,104	0	0	105,647,239	71,883,539	0.014351	$1,031,632	2033
Total Remaining (with extensions)				**$18,500,839**	**$35,005,000**	**$11,974,300**				**$6,403,489**	

Notes:

As Reported by the City

Belmark and Other Planned Expansions and new growth around the SBC Project

Standard Three Year Extension

Tech-College Three Year Extension

Termination Year

TID No. 10 Tax Increment Cash Flow

City of De Pere
TID No. 10
6/24/2024

Year	Beginning Balance	Revenues						Existing Debt Principle and Interest	Future Valley Cabinet Cash Grant and Belmark Plant 8 Debt Service	Other Incentive Projections - PAYGO	Past Infrastructure & Related Capital Cost	Past Land Purchase	Development Incentives Cash Grant Payout	Debt Issuance Costs	Professional Services, Grants, Annual Admin,	Annual Surplus (Deficit)	Balance After Surplus to Principal
		Capital Interest & Debt Reserve	Tax Increment Revenue	PILOT	Computer Aid / State Grant / Other State Shared Revenue	Bond Notes/Premium/Proceeds	Property Sales and Leases										
2012	0																
2013	0																
2014	0																
2015	0																
2016	0																
2017	0																
2018	0																
2019	0																387,062
2020	387,062	-	207,928	-	20,110	-	-	531,568	-	-	409,697	-	2,117	-	97,327	(812,672)	(425,610)
2021	(425,610)	-	122,131	-	35,003	-	3,250	534,061	-	-	392,977	-	201,200	6,343	71,222	(592,657)	(1,018,266)
2022	(1,018,266)	-	120,688	-	20,110	-	-	556,558	-	-	-	-	-	-	33,154	(448,915)	(1,467,181)
2023	(1,467,181)	-	179,144	10,292	20,110	205,000	-	526,476	-	-	-	-	1,086	2,778	15,351	(131,144)	(1,598,325)
2024	(1,598,325)	-	214,089		30,000		-	523,383	2,625	-	-	-	68,000	-	20,000	(369,920)	(1,968,245)
2025	(1,968,245)	-	277,976		30,000		-	528,420	9,750	-	-	-	68,680	-	20,000	(318,874)	(2,287,119)
2026	(2,287,119)	-	372,588		30,000		-	527,425	54,392	-	-	-	69,367	-	20,000	(268,596)	(2,555,715)
2027	(2,555,715)	-	505,020		30,000		-	465,963	54,392	10,000	-	-	70,060	-	20,000	(85,395)	(2,641,110)
2028	(2,641,110)	-	567,456		30,000		-	469,483	54,392	10,000	-	-	70,761	-	20,000	(27,180)	(2,668,290)
2029	(2,668,290)	-	666,139		30,000		-	467,453	54,392	10,000	-	-	71,469	-	-	92,826	(2,575,464)
2030	(2,575,464)	-	831,890		30,000		-	285,028	54,392	10,000	-	-	72,183	-	-	440,287	(2,135,177)
2031	(2,135,177)	-	939,253		30,000		-	247,658	54,392	10,000	-	-	72,905	-	-	584,298	(1,550,880)
2032	(1,550,880)	-	997,446		30,000		-	165,200	54,392	10,000	-	-	73,634	-	-	724,219	(826,660)
2033	(826,660)	-	1,031,632		30,000		-	-	54,392	10,000	-	-	74,371	-	-	922,869	96,209
2034	96,209	-	1,023,403		30,000		-	-	-	-	-	-	-	-	-	1,053,403	1,149,613
2035	1,149,613	-	1,059,087		30,000		-	-	-	-	-	-	-	-	-	1,089,087	2,238,700
2036	2,238,700	-	1,095,319		30,000		-	-	-	-	-	-	-	-	-	1,125,319	3,364,019
2037	3,364,019	-	1,132,111		30,000		-	-	-	-	-	-	-	-	-	1,162,111	4,526,130
2038	4,526,130	-	1,169,475		30,000		-	-	-	-	-	-	-	-	-	1,199,475	5,725,605
2039	5,725,605	-	1,207,425		30,000		-		-	-	-	-	-	-	-	1,237,425	6,963,030
Total Remaining		$ -	$ 13,090,309		$ 480,000		$ -	$ 3,680,011	$ 447,513	$ 70,000	$ -	$ -	$ 711,430	$ -	$ 100,000		

Other Expenses include: Site Development Costs, Professional Services, Discretionary Spending, Administration Costs, and Organizational Costs.

6.C. Tax Increment District No. 14

Introduction

The City created TIF District No. 14 to redevelop 428 N. Superior Street (Irwin School), an existing building located near the downtown. The building, constructed in 1924 and later renovated into offices in the late 1980's, has been vacant for well over a decade. The Irwin School is listed on both the state and national historic registers and is also part of the North Michigan Street/North Superior Street Historic District. A developer which specializes in residential development with a particular niche for adaptive reuse of historic buildings was interested in acquiring the property and renovating the structure into condos and also building townhomes on the balance of the property. It has been a slow-moving project but continues to progress forward.

TID Type:	Blight post-95
Creation Date:	10/16/2018
Maximum Expenditure Period:	10/16/2041
Termination Date:	10/16/2046
Extension (Yes/No):	No

Statement of Change

2018 TID Base Value:	$579,600
2022 TID Total Value (previous):	$2,294,200
2023 TID Total Value (current):	$2,506,400
Total TID Increment:	$1,926,800
2022 to 2023 Increment Growth:	$143,600
Prior Year Corrections:	$100,100
Actual Year Over Growth:	$43,500
State Reported Percent Increment Growth:	6%

Reasons for Reductions:

- Sale transaction value

Informational Only

2024 TID Total Value:	$2,823,700
2024 Total TID Increment (growth):	$317,300



6.C. Tax Increment District No. 14

TID No. 14 Projections and Changes since 2021.

TID No. 14 consists of 1.4 acres and is a single use TID and was created in 2019 and was for the redevelopment of the former Irwin School complex. The first phase of the project occupancy in August 2020. The project was scheduled to be completed by fall of 2021, however, COVID and increased interest rates and construction costs have slowed the development and the developer is looking to sell the remaining portion of the project. At this time, the City only anticipates requesting an affordable housing extension for TID No. 14 and the standard extension if a new developer starts phases 2 and 3 of the project.

TID No. 14 Remaining Development Opportunities

There are two remaining phases in the development. Both phases are scheduled to receive a cash grant upon completion of each phase. The City assumes $3,650,000 in new increment over the life of the TID. Based on projected revenues and additional borrowings the TID is projected to end with a $250,000 deficit with the following assumptions:

1. Approximately $2,500,000 in remaining and planned borrowing for development incentives;
2. Property values appreciate at 3% per year;
3. One Percent (1%) mill rate reductions per year;
4. Assumed three-year standard extension;
5. Final year taxes collected in 2047; and
6. Two School District Referendums in 2024.

Life After TID No. 14

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 14 closure would be approximately $74,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. That would add nearly $18,750 to the annual tax collections for the City. A detailed summary of TID No. 14 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff utilized the 2023 mill rate and not the anticipated mill rate at the end of the TID life.

Recommendations:

Staff recommends the following TID actions:

1. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments prior to the TID Closure.
2. Require guaranteed revenue vs guaranteed values in cash grant agreements.
3. Limit annual administration costs to those essential to managing the TID.
4. Utilize the affordable house extension to seed fund the affordable housing programs.
5. Conduct end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.
6. Conduct the final audit within 12 months of termination – this audit accounts for all revenue and expenditures during the entire life of the TID, including any excess increment returned to the overlying taxing jurisdictions.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must cover the balance of the debt prior to the TID closure.

Analysis of Impact on Overlying Jurisdictions

TID No. 14

Taxing Jurisdiction	2023 Mill Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
County	$0.003148740	22.58%	$1,529	$22,566	$21,037	
Local	$0.005614189	40.27%	$2,726	$21,480		$18,754
School District	$0.004563444	32.73%	$2,216	$32,704	$30,489	
Tech. College	$0.000616043	4.42%	$299	$4,415	$4,116	
Total	$0.013942416	**100.0%**	**$6,769**	**$81,166**	**$55,642**	

TID No. 14 Irwin School Redevelopment Proforma

City of De Pere
TID No. 14
6/24/2024

Assumptions

TID Creation Date	**10/16/18**	Equalized Base Value	$ -	2024 USDD Operation Referendum (requested)	0.001350
Valuation Date	**1/1/19**	Projected Tax Rate (2018)	0.01677	2024 USDD Critical Facilities Referendum (requested)	0.000400
Last Expenditure Year	**2041**	Annual Change in Tax Rate	-1.00%	2026 USDD Growth Referendum (less 2024 referendums)	0.002440
Termination Year	**2046**	Property Appreciation Rate	1.50%	2024 USDD Operation Referendum (assumed) 100%	0.001350
TID Category	Rehab/Cons	Construction Inflation Rate	0.00%	2024 USDD Critical Facilities Referendum (assumed) 100%	0.000400

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment		Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue	TID Revenue Year
					Construction	Land					
2018	2019	2020	0	0	0	0	559,580	0	0.018570	$0	2020
2019	2020	2021	559,580	0	0	0	559,580	0	0.016765	$0	2021
2020	2021	2022	559,580	0	2,853,607	0	3,413,187	2,853,607	0.015442	$44,067	2022
2021	2022	2023	3,413,187	0	(544,000)	0	2,322,760	1,763,180	0.014596	$25,736	2023
2022	2023	2024	2,322,760	0	201,096	0	2,406,300	1,846,720	0.013942	$25,748	2024
2023	2024	2025	2,406,300	0	446,117	0	2,761,700	2,202,120	0.015553	$34,250	2025
2024	2025	2026	2,761,700	41,426	0	0	2,773,021	2,213,441	0.015397	$34,081	2026
2025	2026	2027	2,773,021	41,595	3,050,000	0	5,864,616	5,305,036	0.015243	$80,867	2027
2026	2027	2028	5,864,616	87,969	0	0	5,952,585	5,393,005	0.015091	$81,386	2028
2027	2028	2029	5,952,585	89,289	0	0	6,041,874	5,482,294	0.014940	$81,906	2029
2028	2029	2030	6,041,874	90,628	0	0	6,132,502	5,572,922	0.014791	$82,428	2030
2029	2030	2031	6,132,502	91,988	0	0	6,224,489	5,664,909	0.014643	$82,950	2031
2030	2031	2032	6,224,489	93,367	0	0	6,317,857	5,758,277	0.014496	$83,474	2032
2031	2032	2033	6,317,857	94,768	0	0	6,412,625	5,853,045	0.014351	$84,000	2033
2032	2033	2034	6,412,625	96,189	0	0	6,508,814	5,949,234	0.014208	$84,526	2034
2033	2034	2035	6,508,814	97,632	0	0	6,606,446	6,046,866	0.014066	$85,054	2035
2034	2035	2036	6,606,446	99,097	0	0	6,705,543	6,145,963	0.013925	$85,584	2036
2035	2036	2037	6,705,543	100,583	0	0	6,806,126	6,246,546	0.013786	$86,114	2037
2036	2037	2038	6,806,126	102,092	0	0	6,908,218	6,348,638	0.013648	$86,647	2038
2037	2038	2039	6,908,218	103,623	0	0	7,011,841	6,452,261	0.013512	$87,180	2039
2038	2039	2040	7,011,841	105,178	0	0	7,117,019	6,557,439	0.013376	$87,715	2040
2039	2040	2041	7,117,019	106,755	0	0	7,223,774	6,664,194	0.013243	$88,252	2041
2040	2041	2042	7,223,774	108,357	0	0	7,332,131	6,772,551	0.013110	$88,790	2042
2041	2042	2043	7,332,131	109,982	0	0	7,442,113	6,882,533	0.012979	$89,330	2043
2042	2043	2044	7,442,113	111,632	0	0	7,553,744	6,994,164	0.012849	$89,871	2044
2043	2044	2045	7,553,744	113,306	0	0	7,667,051	7,107,471	0.012721	$90,413	2045
2044	2045	2046	7,667,051	115,006	0	0	7,782,056	7,222,476	0.012594	$90,958	2046
2045	2046	2047	7,782,056	116,731	0	0	7,898,787	7,339,207	0.012468	$91,503	2047
2046	2047	2048	7,898,787	118,482	0	0	8,017,269	7,457,689	0.012343	$92,051	2048
2047	2048	2049	8,017,269	120,259	0	0	8,137,528	7,577,948	0.012220	$92,600	2049
2048	2049	2050	8,137,528	122,063	0	0	8,259,591	7,700,011	0.012097	$93,150	2050
Total				**$2,000,461**		**$0**				**$1,881,327**	

TID No. 14 Tax Increment Cash Flow

City of De Pere

TID No. 14

5/15/2024

Year	Beginning Balance	Revenues: Capital Interest & Debt Reserve	Revenues: TID No. 14 Townhome 1	Revenues: Townhome 1 PILOT	Revenues: TID No. 14 Townhome 2	Revenues: Townhome 2 PILOT	Revenues: TID No. 14 School Condo	Revenues: School Condo PILOT	Revenues: Bond Proceeds	Revenues: Cap Interest	Revenues: Interest Income	Expenses: Existing Debt Service (2019)	Expenses: Proposed Debt Service	Expenses: Irwin Park Townhomes Disburse-ments	Expenses: Debt Issuance	Expenses: Professional Services, Grants, Annual Admin	Annual Surplus (Deficit)	Balance After Surplus to Principal
2018	0		-															0
2019	0		-															434,106
2020	434,106	0	0						665,000	0	0	0	0	436,009	7,714	150	221,127	655,233
2021	655,233	0	0						0	0	0	75,307	0	0	0	1,449	(76,756)	578,477
2022	578,477	0	35,153						0	0	0	152,750	0	0	0	2,075	(119,672)	458,805
2023	458,805	0	26,939				0	0	0	0	0	156,108	0	0	0	2,085	(131,254)	327,551
2024	327,551	0	24,120	8,653	0	32,773	1,628	0	0	0	0	154,255	0	0	0	0	(87,081)	240,470
2025	240,470	0	30,903	1,870	0	32,773	3,346	0	654,000	40,000	0	152,305	39,375	654,000	0	0	(82,787)	157,683
2026	157,683	0	30,594	2,179	0	32,773	3,487	0	0	40,000	0	155,258	39,375	0	0	0	(85,599)	72,084
2027	72,084	0	30,747	2,026	26,676	6,097	23,444	12,328	0	0	0	262,958	81,048	0	0	0	(242,688)	(170,604)
2028	(170,604)	0	30,901	1,872	26,805	5,968	23,680	12,092	0	0	0	267,775	81,048	0	0	0	(247,505)	(418,109)
2029	(418,109)	0	31,055	1,718	26,935	5,838	23,915	11,856	0	0	0	267,090	81,048	0	0	0	(246,820)	(664,929)
2030	(664,929)	0	31,210	1,563	27,066	5,707	24,151	11,620	0	0	0	70,980	81,048	0	0	0	(50,710)	(715,639)
2031	(715,639)	0	31,366	1,407	27,197	5,576	24,387	11,385	0	0	0	0	81,048	0	0	0	20,270	(695,369)
2032	(695,369)	0	31,523	1,251	27,329	5,444	24,622	11,149	0	0	0	0	81,048	0	0	0	20,270	(675,099)
2033	(675,099)	0	31,680	1,093	27,462	5,311	24,858	10,913	0	0	0	0	81,048	0	0	0	20,270	(654,829)
2034	(654,829)	0	31,838	935	27,595	5,178	25,093	10,678	0	0	0	0	81,048	0	0	0	20,270	(634,559)
2035	(634,559)	0	31,996	777	27,729	5,044	25,329	10,442	0	0	0	0	81,048	0	0	0	20,270	(614,289)
2036	(614,289)	0	32,156	617	27,863	4,910	25,564	10,207	0	0	0	0	81,048	0	0	0	20,270	(594,019)
2037	(594,019)	0	32,316	457	27,998	4,775	25,800	9,971	0	0	0	0	81,048	0	0	0	20,270	(573,749)
2038	(573,749)	0	32,477	297	28,134	4,639	26,036	9,736	0	0	0	0	81,048	0	0	0	20,270	(553,479)
2039	(553,479)	0	32,638	135	28,271	4,503	26,271	9,500	0	0	0	0	81,048	0	0	0	20,270	(533,209)
2040	(533,209)	0	32,801	(27)	28,408	4,365	26,507	9,264	0	0	0	0	0	0	0	0	101,318	(431,891)
2041	(431,891)	0	32,964	(190)	28,546	4,228	26,743	9,029	0	0	0	0	0	0	0	0	101,318	(330,573)
2042	(330,573)	0	33,128	(354)	28,684	4,089	26,978	8,793	0	0	0	0	0	0	0	0	101,318	(229,255)
2043	(229,255)	0	33,292	(519)	28,823	3,950	27,214	8,557	0	0	0	0	0	0	0	0	101,318	(127,938)
2044	(127,938)	0	33,457	(684)	28,963	3,810	27,450	8,321	0	0	0	0	0	0	0	0	101,318	(26,620)
2045	(26,620)	0	33,624	(850)	29,103	3,670	27,686	8,085	0	0	0	0	0	0	0	0	101,318	74,698
2046	74,698	0	33,790	(1,017)	29,245	3,529	27,923	7,849	0	0	0	0	0	0	0	0	101,318	176,016
2047	176,016	0	33,958	(1,185)	29,386	3,387	28,159	7,612	0	0	0	0	0	0	0	0	101,318	277,334
2048	277,334	0	34,126	(1,353)	29,529	3,244	28,395	7,376	0	0	0	0	0	0	0	0	101,318	378,652
2049	378,652	0	34,296	(1,522)	29,672	3,101	28,632	7,139	0	0	0	0	0	0	0	0	101,318	479,970
	Remaining Total	0	730,578	23,209	558,834	194,952	522,113	201,774	654,000	80,000	0	1,330,620	1,132,374	654,000	0	0		

Other

Required PILOT Payments Made by individual property owners

Anticipated bond proceeds for 3rd, 4th, and 5th Disbursements

Staff anticiaptes refinancing to extend payments

5.H. Tax Increment District No. 16

Introduction

The City created TIF District No. 16 to redevelop 123 North Broadway Street, a City-owned downtown public parking lot into a 38,000 square foot, four-story mixed-use residential/commercial space building; however, the project did not materialize and the City proposed to terminate the TID.

TID Type:	Rehabilitation/conservation
Creation Date:	02/19/2021
Maximum Expenditure Period:	02/19/2043
Termination Date:	02/19/2048
Extension (Yes/No):	No

Statement of Change

2020 TID Base Value:	$0
2021 TID Total Value (previous):	$0
2022 TID Total Value (current):	$0
Total TID Increment::	$0
2021 to 2022 Increment Growth:	$0
Prior Year Corrections:	N/A
Actual Year Over Growth:	$0
Percent Increment Growth:	$0
Reasons for Growth:	$0



6.C. Tax Increment District No. 16

TID No. 16 Projections and Changes since 2021.

None.

Recommendations:

Staff recommends the following TID actions:

1. Consider closing and paying any remaining debt and close TID No. 16 and recreate the TID in later years so ensure the TID has enough years to pay of any debt.

TID No. 16 Tax Increment ProForma

City of De Pere

TID No. 16 Tax Increment ProForma

6/24/2024

Assumptions			
TID Creation Date	**2/19/20**	Equalized Base Value	$ -
Valuation Date	**1/1/20**	Projected Tax Rate	0.00000
Last Expenditure Year	**2041**	Annual Change in Tax Rate	-0.50%
Termination Year	**2047**	Property Appreciation Rate	1.00%
TID Category	Rehab/Cons	Construction Inflation Rate	0.00%

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment		Total Valuation	Cumulative Increment	TIF Tax Rate*	TIF Revenue	TID Revenue Year
					Construction	Land					
2020	2021	2022	0	0	0	0	0	0	-	$0	2022
2021	2022	2023	0	0	0	0	0	0	-	$0	2023
2022	2023	2024	0	0	0	0	0	0	0.013942	$0	2024
2023	2024	2025	0	0	0	0	0	0	0.015553	$0	2025
2024	2025	2026	0	0	0	0	0	0	0.015475	$0	2026
2025	2026	2027	0	0	0	0	0	0	0.015398	$0	2027
2026	2027	2028	0	0	0	0	0	0	0.015321	$0	2028
2027	2028	2029	0	0	0	0	0	0	0.015244	$0	2029
2028	2029	2030	0	0	0	0	0	0	0.015168	$0	2030
2029	2030	2031	0	0	0	0	0	0	0.015092	$0	2031
2030	2031	2032	0	0	0	0	0	0	0.015017	$0	2032
2031	2032	2033	0	0	0	0	0	0	0.014942	$0	2033
2032	2033	2034	0	0	0	0	0	0	0.014867	$0	2034
2033	2034	2035	0	0	0	0	0	0	0.014793	$0	2035
2034	2035	2036	0	0	0	0	0	0	0.014719	$0	2036
2035	2036	2037	0	0	0	0	0	0	0.014645	$0	2037
2036	2037	2038	0	0	0	0	0	0	0.014572	$0	2038
2037	2038	2039	0	0	0	0	0	0	0.014499	$0	2039
2038	2039	2040	0	0	0	0	0	0	0.014426	$0	2040
2039	2040	2041	0	0	0	0	0	0	0.014354	$0	2041
2040	2041	2042	0	0	0	0	0	0	0.014283	$0	2042
2041	2042	2043	0	0	0	0	0	0	0.014211	$0	2043
2042	2043	2044	0	0	0	0	0	0	0.014140	$0	2044
2043	2044	2045	0	0	0	0	0	0	0.014069	$0	2045
2044	2045	2046	0	0	0	0	0	0	0.013999	$0	2046
2045	2046	2047	0	0	0	0	0	0	0.013929	$0	2047
2046	2047	2048	0	0	0	0	0	0	0.013859	$0	2048
Total				**$0**	**$0**	**$0**	**$0**			**$0**	

Notes:

Tax Increment Cash Flow

City of De Pere

TID No. 16

6/24/2024

Year	Beginning Balance	Revenues					Expenses					Annual Surplus (Deficit)	Balance
		Capital Interest & Debt Reserve	Tax Increment Revenue	Cap Interest	Bond Proceeds	Interest Income	Development Incentives Borrowing Payback	Development Incentives Cash Grant	Reserved	Debt Issuance	Professional Services, Grants, Annual Admin		
2020											40,953	(40,953)	(40,953)
2021	(40,953)										70	(70)	(41,022)
2022	(41,022)	0	0	0	0	0	0	0	0	0	12,640	(12,640)	(53,662)
2023	(53,662)	0	0	0	0	0	0	0	0	0	910	(910)	(54,572)
2024	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2025	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2026	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2027	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2028	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2029	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2030	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2031	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2032	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2033	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2034	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2035	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2036	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2037	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2038	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2039	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2040	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2041	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2042	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2043	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2044	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2045	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2046	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2047	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
2048	(54,572)	0	0	0	0	0	0	0	0	0	0	0	(54,572)
Total		0	0				0		0	0	54,572		

Other

6.D. Tax Increment District No. 17

Introduction

Tax Incremental District No. 17 ("TID No.17") was created as an overlap of Tax Incremental District No. 10 (TID No. 10). TID No. 10 was created on August 7, 2012 and is expected to terminate (absent extension) ending August 7, 2032. The City created TID No. 10 to spur the development of the southern portion of the East Industrial Park and help facilitate the development of the Southern Bridge project; however, as the Southern Bridge project continued to delay, the prospect of developing TID No. 10 became more challenging as businesses are reluctant to locate into a park that does not have immediate interstate access and requires their raw goods and finished products to cross through a congested downtown bridge. Businesses now have a renewed vigor for this area with the announcement of the Southern Bridge preferred route from I-41 to County Highway GV. Specifically, the City has a large proposed development utilizing property currently located in TID No. 10 that will require TIF incentives to spur the development and facilitate the construction of the extension of Commerce Drive.

Statement of Change

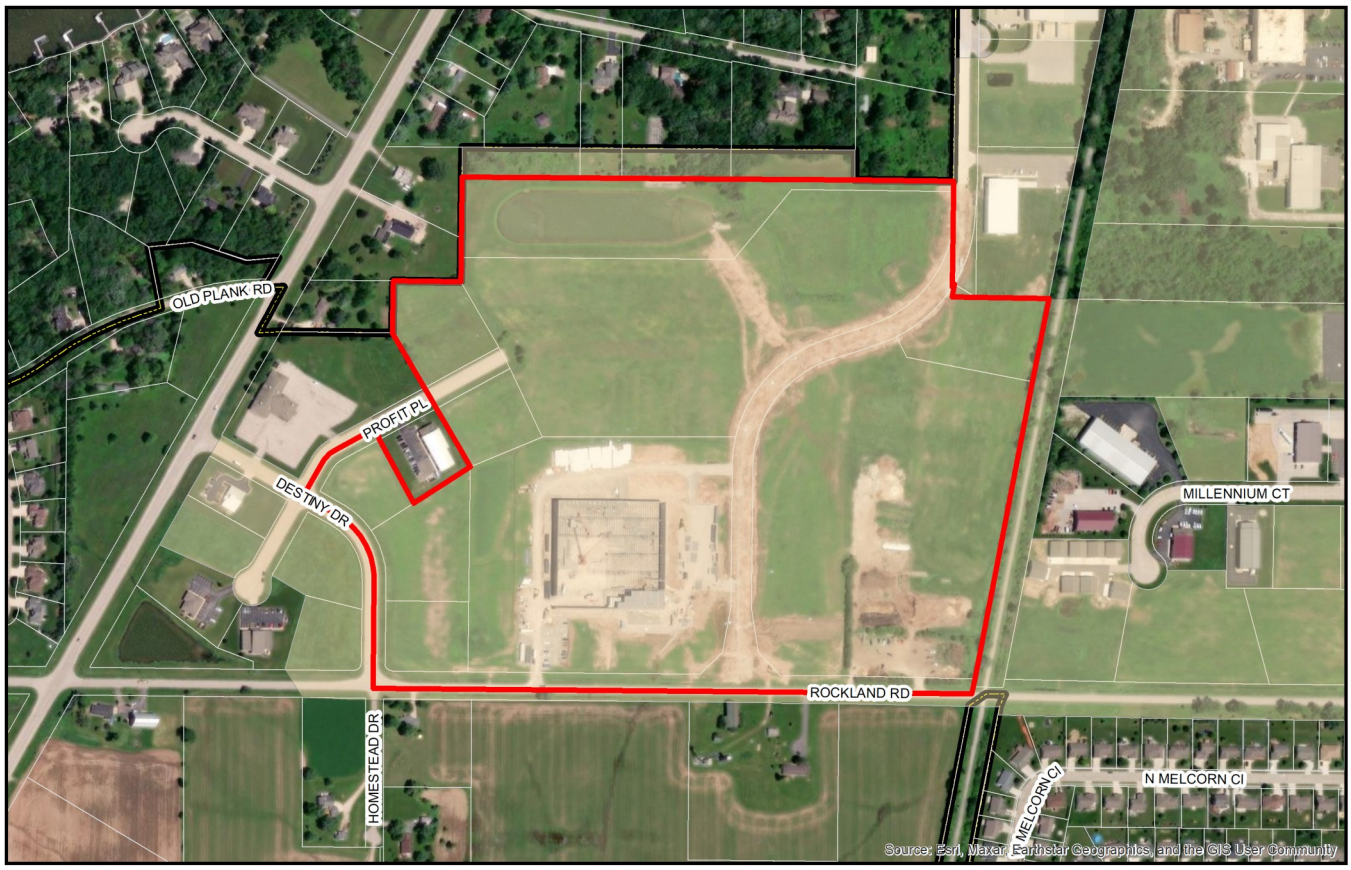
2012 TID Base Value:	$24,811,900
2022 TID Total Value (previous):	$0
2023 TID Total Value (current):	$20,632,600
Total TID Increment:	$20,632,600
2022 to 2023 Increment Growth:	$20,632,600
Prior Year Corrections:	$0
Actual Year Over Growth:	$20,632,600
State Reported Percent Increment Growth:	100%

Reasons for Growth:

- Belmark Plant 7

Informational Only:

2024 TID Total Value:	$17,299,800
2024 Total TID Increment (growth):	$17,299,800



6.D. Tax Increment District No. 17

TID No. 147Projections and Changes since 2021.

Belmark completed construction on Plant No. 7 in the spring of 2023 and the increment will be included in the 2024 revenues.

TID No. 17 Remaining Development Opportunities

There are several smaller development sites remaining and one large development site that is currently under review for a logistics facility. Total future growth could include $42,000,000 in new value over the life of the district.

1. Approximately $16,180,000 in remaining and planned borrowing for infrastructure and/or development incentives;
2. Property values appreciate at 3% per year;
3. One Percent (1%) mill rate reductions per year;
4. Annual administration costs;
5. Assumed three-year standard extension; and
6. Final year taxes collected in 2042.

Life After TID No. 17

Continuing with the previously stated assumptions, the annual tax collection increase after TID No. 14 closure would be approximately $108,000. Per state statutes, the City levy can increase 50% of the annual tax collections after the TID closes. That would add nearly $256,000 to the annual tax collections for the City. A detailed summary of TID No. 14 financial projections are attached to this report and the detailed summary of the impact to the overlying taxing jurisdictions is included below. To be conservative staff utilized the 2023 mill rate and not the anticipated mill rate at the end of the TID life.

Recommendations:

Staff recommends the following TID actions:

1. Monitor annual TID spending to ensure the TID closes within the allotted timeframe. The City may recoup any additional annual shortfall payments prior to the TID closure.
2. Monitor annual capital improvement plans (CIP) to see if the TID can support the project before including a project in the CIP.
3. Evaluate Southern Bridge CIP in the coming years to understanding the TID impact and determine if a Project Plan Amendment is necessary.
4. Utilize more PAYGO development incentives to reduce City risk and borrowing.
5. Require guaranteed revenue vs guaranteed values in cash grant agreements. Encourage the cash grant to be received after the City receives the first year of fully assessed revenue.
6. Consider annual surplus donations to underperforming TID No. 7 to facilitate additional façade grants and the possibility to close TID No. 7 without requiring an extension.
7. Conduct an audit when 30 percent of the project costs are spent.
8. Utilize the standard three-year extension.
9. Utilize the affordable house extension to seed fund the affordable housing programs.
10. Conduct the end of the expenditure period audit to review and address the revenues and expenditures from the TID creation through the year of the audit.

If the TID is not able to close within the allotted lifetime of the TID, plus any additional extensions, then the City must cover the balance of the debt prior to the TID closure.

Analysis of Impact on Overlying Jurisdictions

TID No. 17

Taxing Jurisdiction	2023 Mill Rate	% of Mill Rate by Jurisdiction	Annual Taxes Collected on Base Value Distributed to Taxing Jurisdictions	Annual Taxes Collected After TID*	Increase in Annual Tax Collections After TID	City Levy Increase (50%) Annual Tax Collections After TID
County	$0.003148740	22.58%	$0	$288,069	$288,069	
Local	$0.005614189	40.27%	$0	$513,625		$256,812
School District	$0.004563444	32.73%	$0	$417,495	$417,495	
Tech. College	$0.000616043	4.42%	$0	$56,360	$56,360	
Total	$0.013942416	**100.0%**	**$0**	**$1,275,549**	**$761,924**	

* Represents proposed incremental increase in combined mill rate.

TID No. 17 Tax Increment ProForma

City of De Pere

TID No. 17

6/24/2024

Assumptions

TID Creation Date	**3/16/21**	Equalized Base Value	$ -	2024 USDD Operation Referendum (requested)	0.001350
Valuation Date	**1/1/21**	Creation Tax Rate	0.017735858	2024 USDD Critical Facilities Referendum (requested)	0.000400
Last Expenditure Date	**3/16/2036**	Annual Change in Tax Rate	-1.00%	2026 USDD Growth Referendum (less 2024 referendums)	0.002440
Termination Date	**3/16/2043**	Property Appreciation Rate	3.00%	2024 USDD Operation Referendum (assumed) 100%	0.001350
				2024 USDD Critical Facilities Referendum (assumed) 100%	0.000400
TID Category	Mixed-Use	Construction Inflation Rate	0.00%	2025 USDD Expansion Referendum (assumed) 50%	0.000000

Construction Year	Valuation Year	TID Revenue Year	Previous Valuation	Inflation Increment	TIF Increment: Construction/ Land*	TIF Increment: Reserved	Total Valuation	Cumulative Increment	TIF Tax Rate	TIF Revenue	TID Revenue Year (Jan)
2021	2022	2023	0	0	0	0	0	0	0.015342	$0	2023
2022	2023	2024	0	0	20,631,600	0	20,631,600	20,631,600	0.013942	$287,654	2024
2023	2024	2025	20,631,600	618,948	(3,331,800)	0	17,299,800	17,299,800	**0.015553**	$269,064	2025
2024	2025	2026	17,299,800	518,994	8,750,000	0	26,568,794	26,568,794	0.015397	$409,092	2026
2025	2026	2027	26,568,794	797,064	26,250,000	0	53,615,858	53,615,858	0.015243	$817,293	2027
2026	2027	2028	53,615,858	1,608,476	975,650	0	56,199,984	56,199,984	0.015091	$848,117	2028
2027	2028	2029	56,199,984	1,686,000	2,327,000	0	60,212,983	60,212,983	0.014940	$899,591	2029
2028	2029	2030	60,212,983	1,806,389	650,000	0	62,669,373	62,669,373	0.014791	$926,926	2030
2029	2030	2031	62,669,373	1,880,081	0	0	64,549,454	64,549,454	0.014643	$945,187	2031
2030	2031	2032	64,549,454	1,936,484	0	0	66,485,937	66,485,937	0.014496	$963,807	2032
2031	2032	2033	66,485,937	1,994,578	0	0	68,480,515	68,480,515	0.014351	$982,794	2033
2032	2033	2034	68,480,515	2,054,415	0	0	70,534,931	70,534,931	0.014208	$1,002,155	2034
2033	2034	2035	70,534,931	2,116,048	0	0	72,650,979	72,650,979	0.014066	$1,021,898	2035
2034	2035	2036	72,650,979	2,179,529	1,700,000	0	76,530,508	76,530,508	0.013925	$1,065,702	2036
2035	2036	2037	76,530,508	2,295,915	5,100,000	0	83,926,423	83,926,423	0.013786	$1,157,004	2037
2036	2037	2038	83,926,423	2,517,793	0	0	86,444,216	86,444,216	0.013648	$1,179,797	2038
2037	2038	2039	86,444,216	2,593,326	0	0	89,037,543	89,037,543	0.013512	$1,203,039	2039
2038	2039	2040	89,037,543	2,671,126	0	0	91,708,669	91,708,669	0.013376	$1,226,739	2040
2039	2040	2041	91,708,669	2,751,260	0	0	94,459,929	94,459,929	0.013243	$1,250,906	2041
2040	2041	2042	94,459,929	2,833,798	0	0	97,293,727	97,293,727	0.013110	$1,275,549	2042
Total				**$34,860,225**	**$63,052,450**	**$0**				**$17,732,314**	

Notes

- Belmark plant 7 (anticipated overage)
- 2023 One Source Technology and Belmark overage correction
- Amerlux In 2024 (25%) and 2025 (75%), 2025 ED-2384 and ED-2385 3.58 Acres at $650,000 acre
- ED-2386 - 1.5 acres at $650,000 per acre
- Belmark Plant 7 Expansion
- ED-2384 and ED-2385 3.58 Acres at $650,000

Standard Three Year Extension

Termination Year

Tax Increment Cash Flow

City of De Pere

TID No. 17

3/11/2024

Year	Beginning Balance	Revenues									Expenses												Annual Surplus (Deficit)	Balance After Surplus to Principal
		Capital Interest & Debt Reserve	Tax Increment Revenue	Computer Aid / State Grant / Other State Shared Revenue	Property Sales and Leases	Debt Proceeds (Revenue)	YMCA Assessment (Option Agreement)	Amerilux Pilot Payment	City Advance	Total Revenues	Infrastructure & Related Capital Cost	Land Purchase	Existing Debt Principle and Interest (Commerce Drive)	Belmark Development incentives (PAYGO)	Amerilux Development incentives Combined	One Source Tech $ 110,000	Professional Services, Grants, Annual Admin,	Deferred Engineering Costs	City Payback	Debt Issuance	Capital Cost	Total Expenses		
2021	0	0	0	0	0	0	0	0	0	0	0	0		0	0	0	0	0				0	0	0
2022	(5,931)		0	0	0	1,784,572	0	0	0	1,784,572	0	0	0	0	0	0	20,309	0	0	22,890	294	43,493	1,741,079	1,735,148
2023	1,735,148	0	0	0	0	0	0	0	0	0	0	0	65,490	0	0	110,000	22,381	0	0	0	27,072	224,943	(224,943)	1,510,205
2024	1,510,205	19,400	287,654	5,000	500,000	0	0	0	0	812,054	0	0	66,600	70,010	0	5,175	25,000	0	0	0	1,850,000	2,016,785	(1,204,731)	305,475
2025	305,475	177,250	269,064	5,000	0	0	0	0	0	451,314	0	0	141,600	70,010	146,925	11,249	25,000	0	0	0	0	394,784	56,529	362,004
2026	362,004	353,275	409,092	5,000	0	0	87,576	0	0	854,943	0	0	138,600	70,010	457,083	11,249	25,000	0	0	0	0	701,943	153,000	515,004
2027	515,004	208,650	817,293	5,000	0	0	87,576	116,319	0	1,234,838	0	0	140,600	70,010	629,542	11,249	25,000	0	0	0	0	876,401	358,437	873,440
2028	873,440	27,188	848,117	5,000	0	0	87,576	102,685	0	1,070,565	0	0	137,400	70,010	629,542	11,249	25,000	0	0	0	0	873,201	197,364	1,070,804
2029	1,070,804	0	899,591	5,000	0	0	87,576	88,711	0	1,080,877	0	0	139,200	70,010	629,542	11,249	25,000	0	0	0	0	875,001	205,876	1,276,680
2030	1,276,680	0	926,926	5,000	0	0	87,576	74,390	260,000	1,353,892	0	0	455,800	70,010	629,542	11,249	25,000	0	0	0	0	1,191,601	162,291	1,438,971
2031	1,438,971	0	945,187	5,000	0	0	87,576	59,714	515,000	1,612,476	0	0	459,600	70,010	629,542	11,249	25,000	0	0	0	0	1,195,401	417,075	1,856,046
2032	1,856,046	0	963,807	5,000	0	0	87,576	44,672	27,000	1,128,055	0	0	457,600	70,010	629,542	11,249	25,000	0	0	0	0	1,193,401	(65,346)	1,790,700
2033	1,790,700	0	982,794	5,000	0	0	87,576	29,257	0	1,104,627	0	0	0	70,010	629,542	11,249	25,000	0	0	0	0	735,801	368,826	2,159,526
2034	2,159,526	0	1,002,155	5,000	0	0	87,576	13,459	0	1,108,190	0	0	0	70,010	629,542	11,249	25,000	0	0	0	0	735,801	372,389	2,531,915
2035	2,531,915	0	1,021,898	5,000	0	0	87,576	0	0	1,114,473	0	0	0	70,010	629,542	11,249	25,000	0	0	0	0	735,801	378,672	2,910,587
2036	2,910,587	0	1,065,702	5,000	0	0	0	0	0	1,070,702	0	0	0	70,010	629,542	11,249	25,000	0	0	0	0	735,801	334,901	3,245,488
2037	3,245,488	0	1,157,004	5,000	0	0	0	0	0	1,162,004	0	0	0	70,010	629,542	11,249	25,000	0	187,862	0	0	923,663	238,342	3,483,829
2038	3,483,829	0	1,179,797	5,000	0	0	0	0	0	1,184,797	0	0	0	70,010	629,542	11,249	25,000	0	187,862	0	0	923,663	261,135	3,744,964
2039	3,744,964	0	1,203,039	5,000	0	0	0	0	0	1,208,039	0	0	0	70,010	629,542	0	25,000	0	187,862	0	0	912,413	295,626	4,040,590
2040	4,040,590	0	1,226,739	5,000	0	0	0	0	0	1,231,739	0	0	0	70,010	310,158	0	25,000	0	187,862	0	0	593,030	638,709	4,679,300
2041	4,679,300	0	1,250,906	5,000	0	0	0	0	0	1,255,906	0	0	0	70,010	0	0	25,000	0	187,862	0	0	282,872	973,034	5,652,334
2042	5,652,334	0	1,275,549	5,000	0	0	0	0	0	1,280,549	0	0	0	70,010	0	0	25,000	0	187,862	0	0	282,872	997,677	6,650,012
Total Remaining		$ 785,763	$ 17,732,314	$ 95,000	$ 500,000	$ -	$ 875,755	$ 529,208	$ 802,000	$ 21,320,040	$ -	$ -	$ 2,137,000	$ 1,330,190	$ 9,098,208	$ 162,666	$ 475,000	$ -	$ 1,127,169	$ -	$ 1,850,000	$ 16,180,233		

Other Expenses include: Site Development Costs, Professional Services, Discretionary Spending, Administration Costs, and Organizational Costs.

YMCA 10 Equal Payments for proportionate share of Commerce Drive Extension at +1% of the City Borrowing Rate

Standard Three Year Extension

Termination Year



City of De Pere
Tax Increment Financing
2023 Annual Report

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 13, 2024**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Consideration and Possible Action for a Proposed Development Agreement Terms with Preserve Development Apartments LLC. for an 86-unit Multifamily and 15-unit Townhome Development Located on the North Side of Employers Blvd (WD-364-D-502-2, WD-364-D-502, and portion of WD-D0031).***

ATTACHMENTS:

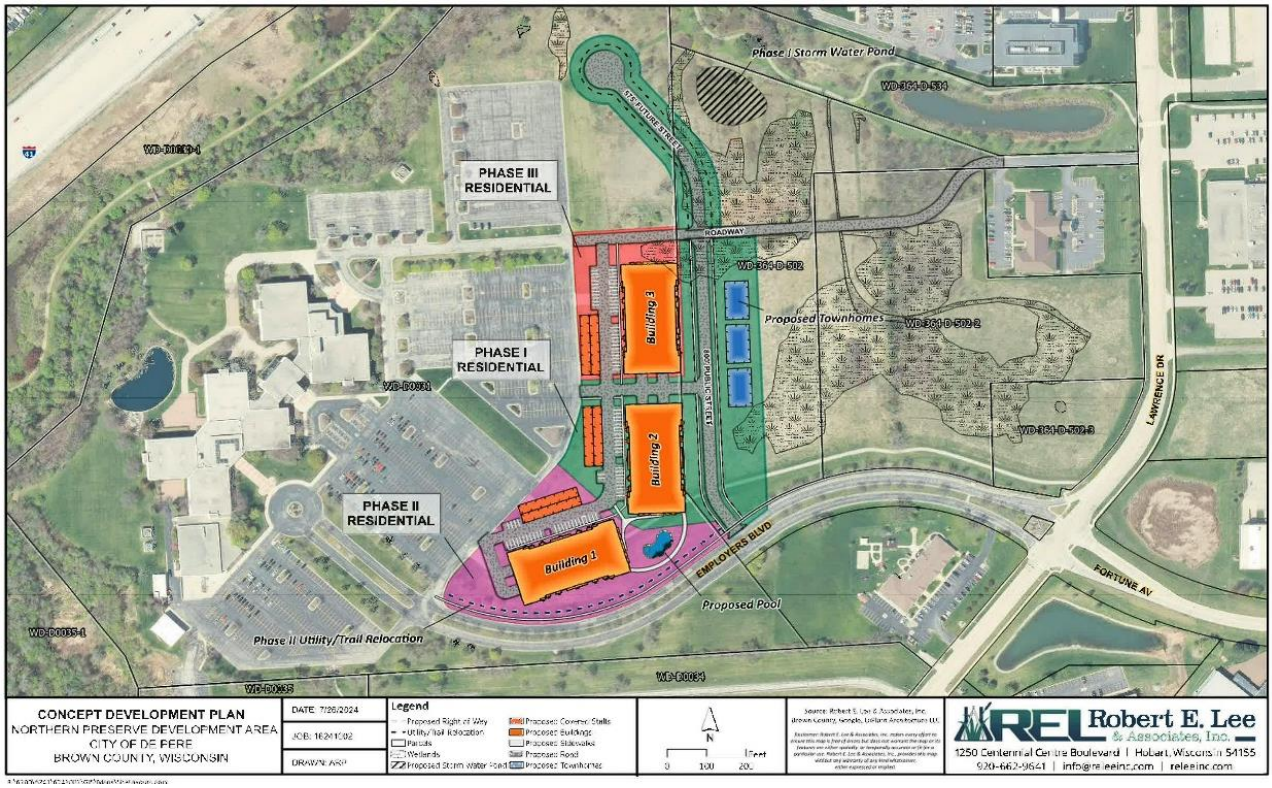
- Preserve MF Residential Review Memo - 08132024 (DOCX)
- Preserve Multi Family-Concept Development Plan (PDF)
- Preserve Multi-Family Condo July 2024 (PDF)

CITY OF DE PERE
MEMO

To: Mayor James Boyd
Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director

Re: **Consideration and Possible Action for a Proposed Development Agreement Terms with Preserve Development Apartments LLC. for an 86-unit Multifamily and 15-unit Townhome Development Located on the North Side of Employers Blvd (WD-364-D-502-2, WD-364-D-502, and portion of WD-D0031).***

This letter reviews the request for tax increment financing assistance for the Bungalow Holdings LLC project N of Employers Blvd on the lands formally owned by Humana. The redevelopment project has multiple phases, but this analysis only evaluates the first phase. The first phase contains an 86-unit multi-family building that includes 28 third-floor market-rate owner-occupied condominiums and 58-units of multifamily rental units that initially meet the WHEDA definition of affordable housing for individuals and families under the 80% AMI threshold and a private pool for residents. The project also includes three townhome buildings containing 5 units each. Phases 2 and 3 include two additional similar multi-unit buildings. The draft concept plan is included below. For the purposes of this review letter, staff reviewed the first phase for: (1) analysis of each project's financial proforma and (2) the impact of the phase on the TIDs cash flow.



1. Project Summary

The following tables summarize the entire development project as proposed and as also illustrated in the attachments to this review letter.

Project Assessed Value Summary

According to the per-unit analysis, after the demolition, land purchases, and land dedications, the proposed redevelopment project is estimated to create approximately $25,050,000 of new tax value to TID No. 15 on the west side.

Project Summary and Assessed Value Impact

Description	*Anticipated Approximate Construction*	*Assumed Existing Value*	*Anticipated Future Building Value*	*Anticipated Future Increment Value*
Building 2 (2024-2026)	$26,200,000	$500,000	$20,600,000	$20,100,000
Town Home 1 (2024-2026)	$1,500,000	$100,000	$1,750,000	$1,650,000
Town Home 2 (2024-2026)	$1,500,000	$100,000	$1,750,000	$1,650,000
Town Home 3 (2024-2026)	$1,500,000	$100,000	$1,750,000	$1,650,000
Total	**$30,700,000**	**$800,000**	**$25,850,000**	**$25,050,000**

Future Project - Not Part of this Analysis (for context only)

Building 1 (2027+ 3% Property Appreciation)	$27,772,000.00	Included above	$21,836,000	$21,836,000
Building 3 (2029+ 3% Property Appreciation)	$29,344,000.00	Included above	$23,072,000	$23,072,000
*assumed 3% prop value each year				$44,908,000

Assumptions:

- Condominium units average $425,000 per unit sale value
- Rental apartment's Net Operating Income multiplied by 6.5% cap rate.
- Townhomes units average $350,000 per unit sale value.

Developer Sources and Uses of Funds – Multifamily (Condo and Rental)

City staff prepared a detailed analysis of the total development project sources and uses of funds. The Developer and City staff revised the proposed development proforma to include approximately 70% permanent financing for the projects in total private financing. The developer will bring the difference in as equity at approximately $5,500,000 and request a total upfront cash grant of roughly $500,000 along with a PAYGO municipal revenue obligation of $2,000,000 at 4% rate (or the 10-year treasury note at the time of agreement). The back PAYGO note can be presented to financial institutions to exceed the project loan-to-value with the municipal guarantee. It is noted the developer requested an upfront cash grant to assist with the construction of public infrastructure. However, similar to other development projects in business park TIDs, the city should construct the infrastructure and not charge back to the owner. Thus, resulting in lower incentive costs and tax savings to the developer and increment savings to the TID.

This proposed lending/financing structure is consistent with mixed-use market-rate apartment projects. Typically, developers would see permanent financing ranging from 65% - 75%. When reviewing the sources of funds, it is important to ensure that the project borrows as much as it can from lenders and investors, so they contribute as much as is reasonable given the expected market rate of return on the investment. If these sources are maximized and there are insufficient sources of funds to cover project costs, then a gap exists that may be filled by alternative sources such as TIF. However, if due to rising project costs, interest rates, or other unknown reasons, the total cost of borrowing may exceed what banks are willing to finance despite the developer maximizing lending, then a gap may exist which may be filled by alternative sources such as an upfront TIF cash grant or annual PAYGO TIF payment(s). Following discussions with the Developer, the proposed requested assistance is approximately $500,000 in upfront cash grant and $2,000,000 in additional PAYGO assistance.

Therefore, the total supported public funding and infrastructure is approximately 14.1% of the project increment value. Typically, TIF assistance ranges from 12-20% for development projects of this type. The total NVP of public funding, including infrastructure, is 63% of the total increment generated, but when the cost of borrowing is included, the total public funding is approximately 92% of the total generated income. This is higher than normal greenfield developments but similar to the performance of the previously reviewed Shopko redevelopment. The City should consider the benefit to the community by providing units that meet the WHEDA 80% income rent limits and provide a variety of housing ownership types and price points.

2. Residential Growth

The first phase of the development would add 101 residential units to the community with available on-site parking and residential amenities (workout, pool, etc.). Moreover, the future phases would add additional townhome units and two similar multi-family buildings – the cumulative total could be between 200 and 250 additional units in two separate phases. The later phases would require separate funding and thus separate development agreements.

3. Market Evaluation

City staff examined several market factors to determine if the entire proposed redevelopment project holds an appropriate amount of private equity so that any project incentives do not over-incentivize the Developer. These market factors include the projected stabilized and projected annual average Return on Equity (ROE), Return of Cost (ROC), and the Internal Rate of Return (IRR). Each of the building sites will contain a separate market evaluation review. Staff chose this approach in case the Developer chooses to sell an individual project to a different development team.

Initial Stabilized Year Return on Equity (ROE)

The initial stabilized year ROE is a simple tool used to augment data in the short term and determine if the proposed generated income from a project is worth the risk to a developer. Initial stabilized year ROE has limitations as it does not account for a multi-year investment period. Similar redevelopment projects attempt to reach 8 to 12% initial year ROE within the first year of fully stabilized income. The annual average ROE is the net operating income of the project over the investment period, less the total debt service payments, divided by the initial investments, over the total number of years in the investment period. The annual average return on equity for real estate investments (real estate mutual funds) over the past few years has ranged from 10%-13%. During this review, the Developer submitted a ten-year cash flow analysis using the rent assumptions listed previously.

Return on Cost (ROC)

The return on cost ROE is a simple tool used to augment data to ensure the ratio of stabilized income to initial total development costs are in line with market averages. For the purposes of this review, the targeted return on cost ranges between 6.5 and 8.0%

Internal Rate of Return (IRR)

Leveraged IRR represents the value of all cash flows from the project where the initial equity investment is expressed as a negative number, plus the stream of income generated by the project operations, plus the sale value of the project at the end of the investment period, minus the remaining loan balance and an assumed loss in sales proceeds from costs associated with the real estate transaction. If the project upon sale can generate sufficient cash flow to provide investors a competitive rate of return, then investment capital should be available. Individual year reports for leveraged IRR can fluctuate significantly from year to year as the data is based on reported sales. Therefore, when one analyzes the past 20 years of real estate investment trust (REIT) annual average data and compares it to recent year trends, it is to be 10-12%. However, when evaluating specific investment projects in midwestern suburban markets, an anticipated leveraged IRR for a mixed-use project should range from 12-18%. In short, the higher the rental income, the higher IRR. Therefore, market-rate projects are more profitable to investors than compared to unassisted affordable housing. As stated above, the leveraged IRR review process considers the value of the project at the end of the investment period since the net proceeds of a sale would also flow to the investors. This analysis also includes an assumed loss from the sales proceeds from costs associated with the real estate transaction.

4. Tax Increment District Infrastructure

The infrastructure costs include but are not limited to the construction of 800' of new street construction and regional stormwater at an estimated cost of $1,200,000.

5. General Developer Terms and Obligations:

Parcel ID: WD-364-D-502-2, WD-364-D-502, and portion of WD-D0031

Parties: Preserve Development Apartments LLC and City of De Pere

Purpose: Creation of new public infrastructure and the development of several new residential projects over the remaining life of the TID.

Phase 1 Proposed Development: Construction of three-story mixed-ownership condominiums, apartments, and townhomes. The concept plan is included as an Exhibit. The conceptual development summary is as follows:

Mixed Building – Phase 1

1st and 2nd Floor:	58 Apartments units
3rd Floor:	28 Market-rate condominium units
Underground parking	109 Stalls and surface stalls

3 Townhome Buildings

5 units in each building

Market Evaluation Summary: The Developer is proposing the development of Phase 1 into a mixed-type residential project. The Developer and City identified an initial funding gap of $2,500,000. Therefore, the Developer requests $2,500,000 in the form of a $500,000 upfront cash grant assistance and the Developer will be securing a second mortgage backed by a Municipal Revenue Obligation (MRO) for $2,000,000. Given the public benefits that flow from the development of much-needed housing, the increase in the tax base, development of underutilized land, the use of TIF to fill the gap can be justified. City participation also includes the construction of necessary infrastructure to complete the project.

The City calculated a proposed redevelopment project with the requested TIF assistance to achieve a 12.5% leverage IRR and a stabilized ROE of 8.1%. This is within market averages for expected rates of return. A "stress test" to remove the incentive and increase the borrowing and equity to remove the gap indicated an approximate 7.1% IRR, a stabilized ROE of 4%, and a 10-year average ROE of 3%. Therefore, this indicates the project realistically needs financing assistance to make the redevelopment appealing to investors and to allow for the project to occur.

Assumptions:

Residential Apartment Lease Rates (approximate):

Twenty-six (26) -1 bedroom/1bathroom units - $1,450/month
Twenty-four (24) -1 bedroom/1bathroom/Den units - $1,700/month
Eight (8) -2 bedroom/2bathroom units at $2,000/month

Condominium Unit Sales

Averaging $425,000 (based on a recent townhome listing)
Four (4) - 1 Bed Loft/1.5 Bath
Four (4) - 1 Bed Loft/2 Bath /Terrence
Eight (8) - 2 Bed Loft/2.5 Bath/Den/Terrence
Four (4) - 2 Bed Loft/1.5 Bath
Four (4) - 3 Bed Loft/2 Bath
Four (4) - 3 Bed/2.5 Bath

Townhome Unit Sales

Averaging $350,000 (based on a recent townhome listing)
Five - Two to three-bedroom units

Vacancy:	60% First Year 5% stabilized
Lease Rates Inflation:	2.5% annually
Expense Rate Inflations:	2.5% annually
Mortgage Information:	Apartment 20Year private mortgage at 6.5% Condo/Construction loan 3-year absorption
Parking Allocation/Placement:	109 Underground for residential
Sale Value Cap Rate:	6.5%
Condo Cost of Sale Percentage:	6%
IRR Cost of Sale Percentage:	6%
Condo Holding Costs:	1.5%
Property Appreciation Rate:	0% (assumed flat to retain standard min) payments
Annual Tax Payment:	See below
Annual MRO Payment:	See attached exhibit

Minimum Annual Tax Payments

	Apartment Revenue	Condo Revenue	Townhome Revenue
2026	$ -	$ -	$ -
2027	$ 113,501	$ 155,249	$ -
2028	$ 133,531	$ 182,646	$ 13,430
2029	$ 133,531	$ 182,646	$ 40,290
2030	$ 133,531	$ 182,646	$ 67,149
2031	$ 133,531	$ 182,646	$ 80,579
2032	$ 133,531	$ 182,646	$ 80,579
2033	$ 133,531	$ 182,646	$ 80,579
2034	$ 133,531	$ 182,646	$ 80,579
2035	$ 133,531	$ 182,646	$ 80,579
2036	$ 133,531	$ 182,646	$ 80,579
2037	$ 133,531	$ 182,646	$ 80,579
2038	$ 133,531	$ 182,646	$ 80,579
2039	$ 133,531	$ 182,646	$ 80,579
2040	$ 133,531	$ 182,646	$ 80,579
2041	$ 133,531	$ 182,646	$ 80,579
Total	$ 1,982,935	$ 2,712,290	$ 1,007,238

City and Developer create a minimum payment schedule for owner-occupied units (by unit type, bedroom count, or other means)

Example by Unit Type and total Square Feet

Descrpt	Individual Unit	Total by Unit
1 Bed Loft/1.5 Bath	$ 2,473	$ 9,891
1 Bed Loft/2 Bath	$ 2,593	$ 15,556
2 Bed Loft/2.5 Bath	$ 3,463	$ 27,702
2 Bed Loft/1.5 Bath	$ 2,831	$ 56,616
3 Bed Loft/2 Bath	$ 2,771	$ 33,250
3 Bed Loft/2.5 Bath	$ 2,831	$ 39,631
	Total	$ 182,646

Developer Obligations

1. **Timelines:**
    a. Secure zoning and site plan approvals by February 1, 2025, for the project summaries in this memo
    b. Commence construction by May 1, 2025.
    c. Complete Construction by June 1, 2026.
    d. Final assessed value by January 1, 2027.

2. **Site Plan:** A conceptual or conditionally approved site plan shall be included with the development agreement. Site plans f shall include areas identified as Dedicated to the Public.

3. **Certified Survey Map (CSM)/Plat: The** Developer, at its own expense, shall prepare a CSM identifying areas to be Dedicated to the Public (DTTP) including roadways and stormwater, proposed parcel(s), and future parcel lines necessary for TID Boundary Amendment.

4. **Assessed Value and Tax Revenue:** Since the City is borrowing for Cash Grant and Infrastructure the project must include a Guaranteed minimum annual tax increment revenue payment (tax payment) as included in above. The City shall assess the Development Project in accordance with the real estate valuation requirements for similar mixed commercial under Wis. Stats, §70.32. The Total Project Grant is premised upon the completed Redevelopment Project having an Assessed Value equal to the Guaranteed Value for real property tax purposes of not less than $25,850,000 by 2030; however, in no case shall the annual tax value be less than the schedule included above. The Developer and/or unit owners shall make a Payment In Lieu Of Tax to City (the "Deficit Payment") equal to the difference in taxes to be collected due to any shortfall in the annual tax increment revenue. Developer shall provide to the City's assessor upon their request any financial information or documentation, including without limitation income and expense information, concerning the Subject Property.

5. **Parking**: Minimum parking for residential uses shall be provided by the Developer consistent with the rates in the zoning code.

6. **Development Incentive – PAYGO**: Secure second/separate mortgage to be backed with a Municipal Revenue Obligation as defined in the City Obligations section of this term sheet. The amount of the privately funded TIF Note shall be in the amount of $2,000,000 for a period of 15 years based on the exhibit attached.

7. **Sidewalks/Trails:** Public sidewalks shall be the responsibility of the City and sidewalks and trails located on private property shall be the responsibility of the Developer.

8. **Water Infrastructure Analysis:** The developer shall conduct an infrastructure analysis and create a plan for waterline relocation for future phases. Analysis and plan shall be submitted to the Engineering Division for review and approval.

General City Obligations:

1. **Street and Stormwater Infrastructure:** Upon receipt of lands illustrated in the concept plan, work with the Developer to design and construct the new street William ST in accordance with the terms listed in this review letter at a cost of approximately $1,200,000 attributable to the tax increment district. Construction shall be completed before the certificate of occupancy of the first rental apartment and condominium building.

2. **Amend TID No. 15:** City shall amend TID No. 15 to include a newly defined parcel line based on the Developers CSM.

3. **Incentives:** provide incentives to each project based on the terms outlined in each specific site and the general terms below:

    a. **Developer Project Cost Reimbursement Grant.** City shall provide the Developer a grant of $500,000 to reimburse Project Costs incurred by the Developer. Such grant shall be payable after the Certificate of Occupancy is issued and the Development Services Director has reviewed and verified the final project costs, which such review shall not be unreasonably withheld or delayed. However, at no point shall an individual project grant be issued prior to September 1 of the subject year unless the Developer notifies the City by October of the preceding year that they expect to complete the applicable Project Phase between January 1 and July 31 of the subject year. The development agreement shall stipulate the total initial development costs and the Development Services Director shall review the total costs to ensure the total project costs are substantially similar to the estimated costs. Substantially similar shall be defined as ± five percent of the estimated project costs. The City and the Developer may request to renegotiate the project cost reimbursement grant for final project costs that are greater than or less than five percent of the estimated project costs.

    b. **Annual or "PAYGO" Project Grant Municipal Revenue Obligation (MRO):** City and Developer shall enter into an MRO with a principal value of $2,000,000.
        i. The MRO shall be issued on November 1st following the date the City has received revenue from the fully assessed and complete development.
        ii. The MRO shall bear interest at a fixed annual rate equal to the 10-year treasury note at the time of agreement.
        iii. First payment on the MRO shall be issued on the same date as the issuance of the MRO.
        iv. Subsequent annual payment of the MRO shall be on or before November 1. On each of the payment dates, the City shall pay to the Developer the PAYGO Project Grant up to the scheduled payment as shown on the MRO.
        v. The City reserves the right to make advance payments on the MRO upon mutual consent of the developer.
        vi. Debt payments on the Project Cost Reimbursement Grant take priority over the PAYGO Project Grant; therefore, If the City is unable to make a full scheduled MRO payment due to the value of the building, mill rate changes, or any other unforeseen changes presented by the Developer, State, etc., the unpaid principal may be carried forward at the interest rate identified above; however, the unpaid interest shall not be carried forward.
        vii. The MRO may be assigned to any lender providing financing to the project upon notice of such assignment. The Developer may elect for the City to pay directly to such lender the scheduled payment amounts under the MRO.
        viii. The TID shall not terminate until the aggregate principle in the amount of $2,000,000 plus annual interest at the rate required by the Agreement has been paid or the district must be terminated by law, whichever occurs first.
        ix. Lookback Provision: Developer and the City to negotiate a lookback provision to be included in the development agreement. See below.

x. Should the cumulative total of the Development Incentive not reach the $2,000,000 threshold, then the City would not be responsible for the remaining balance since the Developer did not incur the necessary tax expense due to decreasing mill rates or other factors impacting the operating expenses.

c. Projects receiving assistance will be subject to a "look back" provision. The look back mandates a developer to provide the City or its financial advisor with evidence of its annualized cumulative internal rate of return on the investment (IRRI) at specified periods of time (5-years) and (10 years) after project completion. The IRR shall be calculated with equity, revenues, and expenses in accordance with generally accepted accounting principles. If look-back provisions are included the typical standards should apply.

i. When the Developer owns the subject property and rents space to tenants, supporting documentation shall include without limitation certified records of project costs and revenues including lease agreements and sales on a per square foot basis. If the records indicate that the Developer received a metric rate of return larger than originally proposed to the City at the time of development agreement, the Developer and the City at the time of the development agreement, the Developer and the City shall amend the future PAYGO agreements necessary to return the metric to the capped target below.

ii. When the subject property is a for-sale development and the IRR cannot be completed, the Developer shall provide financial data after the project is completed to include a calculation of profit on total development costs and revenue. If the records indicate that the Developer has received a metric rate of return than originally proposed to the City at the time of the development agreement, the Developer and the City shall amend the future PAYGO agreements necessary to return the metric to the capped target below.

iii. The amount of assistance provided to a developer will be limited to the amount necessary to provide the developer a reasonable rate of return on investment; however, in no case shall the internal rate of return exceed 20%.

iv. <u>The look-back provision will be removed if the developer elects to enter into an affordable housing agreement with WHEDA or another organization ensuring affordable units for a set period of time.</u>

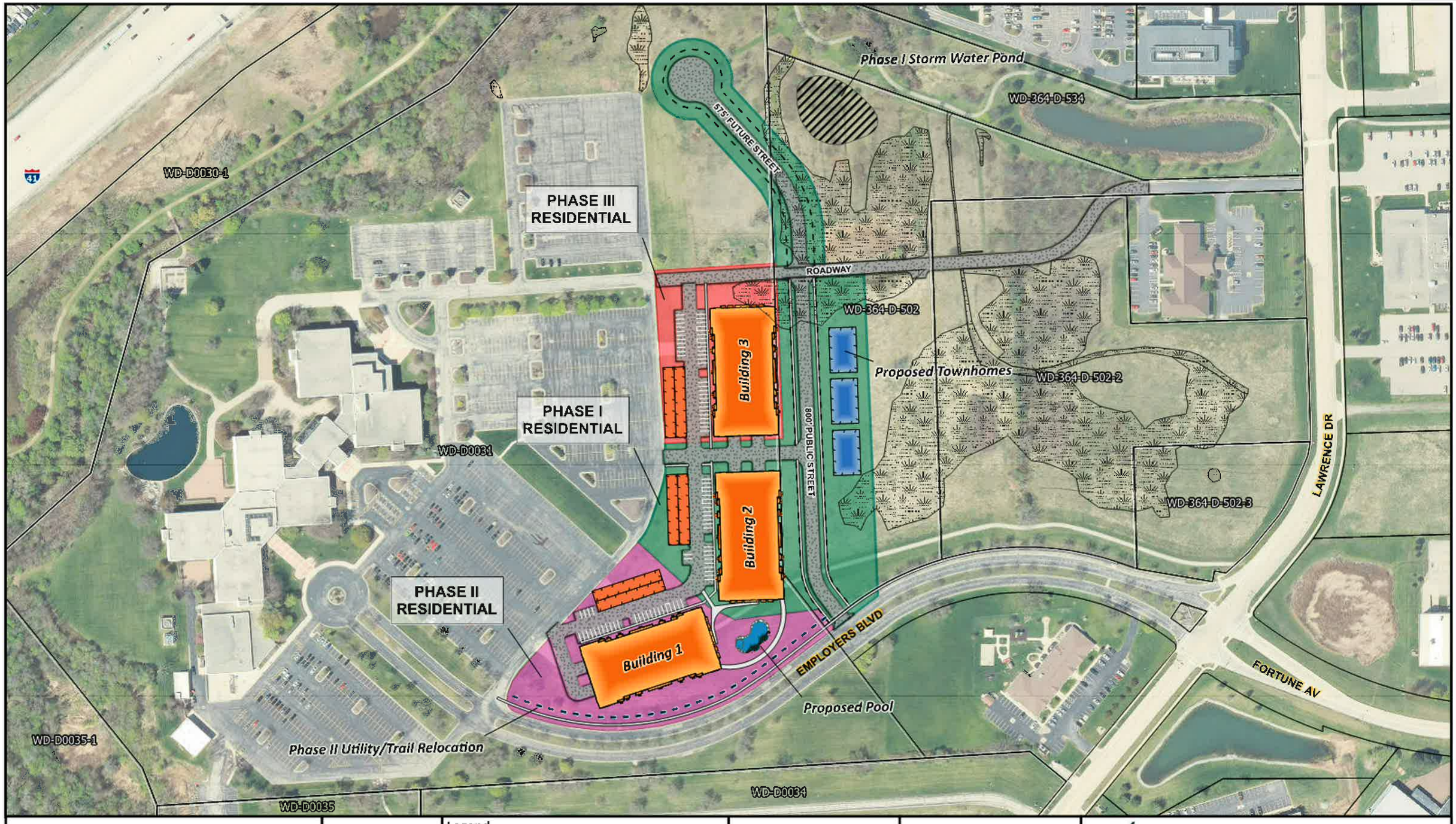
Exhibit - MRO

General TID Debt Service Payments - PAYGO

Parcel ID:	Multiple
Owner/Developer:	Preserve
Created/Revised:	8/8/2024
Principal: (rounded to $5,000)	$ 2,000,000
Interest Rate*:	4.00%
Term (Years):	15
# of Principal Payments:	15
Date of Issue:	11/1/2027

Year	Principal Payment #	Unpaid Principal	Principal Payment	Interest Payment	Total Payment	Apply Surplus to Principal
2020	0	$0	$0	$0	$0	$0
2021	0	$0	$0	$0	$0	$0
2022	0	$0	$0	$0	$0	$0
2023	0	$0	$0	$0	$0	$0
2024	0	$0	$0	$0	$0	$0
2025	0	$0	$0	$0	$0	$0
2026	0	$0	$0	$0	$0	$0
2027	1	$2,000,000	$99,882	$80,000	$179,882	($50,000)
2028	2	$1,950,118	$103,877	$78,005	$181,882	$0
2029	3	$1,846,240	$108,033	$73,850	$181,882	$0
2030	4	$1,738,208	$112,354	$69,528	$181,882	$0
2031	5	$1,625,854	$116,848	$65,034	$181,882	$0
2032	6	$1,509,006	$121,522	$60,360	$181,882	$0
2033	7	$1,387,484	$126,383	$55,499	$181,882	$0
2034	8	$1,261,101	$131,438	$50,444	$181,882	$0
2035	9	$1,129,663	$136,696	$45,187	$181,882	$0
2036	10	$992,967	$142,164	$39,719	$181,882	$0
2037	11	$850,804	$147,850	$34,032	$181,882	$0
2038	12	$702,954	$153,764	$28,118	$181,882	$0
2039	13	$549,189	$159,915	$21,968	$181,882	$0
2040	14	$389,275	$166,311	$15,571	$181,882	$0
2041	15	$222,964	$172,964	$8,919	$181,882	$0
Total			**$2,000,000**	**$726,233**	**$2,726,233**	**($50,000)**

Necessary for cash flow - balance to be added to later years



CONCEPT DEVELOPMENT PLAN
NORTHERN PRESERVE DEVELOPMENT AREA
CITY OF DE PERE
BROWN COUNTY, WISCONSIN

DATE: 7/26/2024
JOB: 16241002
DRAWN: ARP

Legend

- Proposed Right of Way
- Utility/Trail Relocation
- Parcels
- Wetlands
- Proposed Storm Water Pond
- Proposed Covered Stalls
- Proposed Buildings
- Proposed Sidewalks
- Proposed Road
- Proposed Townhomes

N
0 100 200 Feet

Source: Robert E. Lee & Associates, Inc.
Brown County, Google, LaPlant Architecture LLC

Disclaimer: Robert E. Lee & Associates, Inc. makes every effort to ensure this map is free of errors but does not warrant the map or its features are either spatially or temporally accurate or fit for a particular use. Robert E. Lee & Associates, Inc., provides this map without any warranty of any kind whatsoever, either expressed or implied.

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Proposed New 86 Unit Building

The Lofts @ the PRESERVE

THE GREENEST BUILDING IN THE GREEN BAY MARKET





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The Lofts at the Preserve

Apartment Building W/ Parking

Green Bay Area, Wisconsin

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FRONT ELEVATION

NOT TO SCALE



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SIDE ELEVATION

SCALE 1/8"=1'-0"



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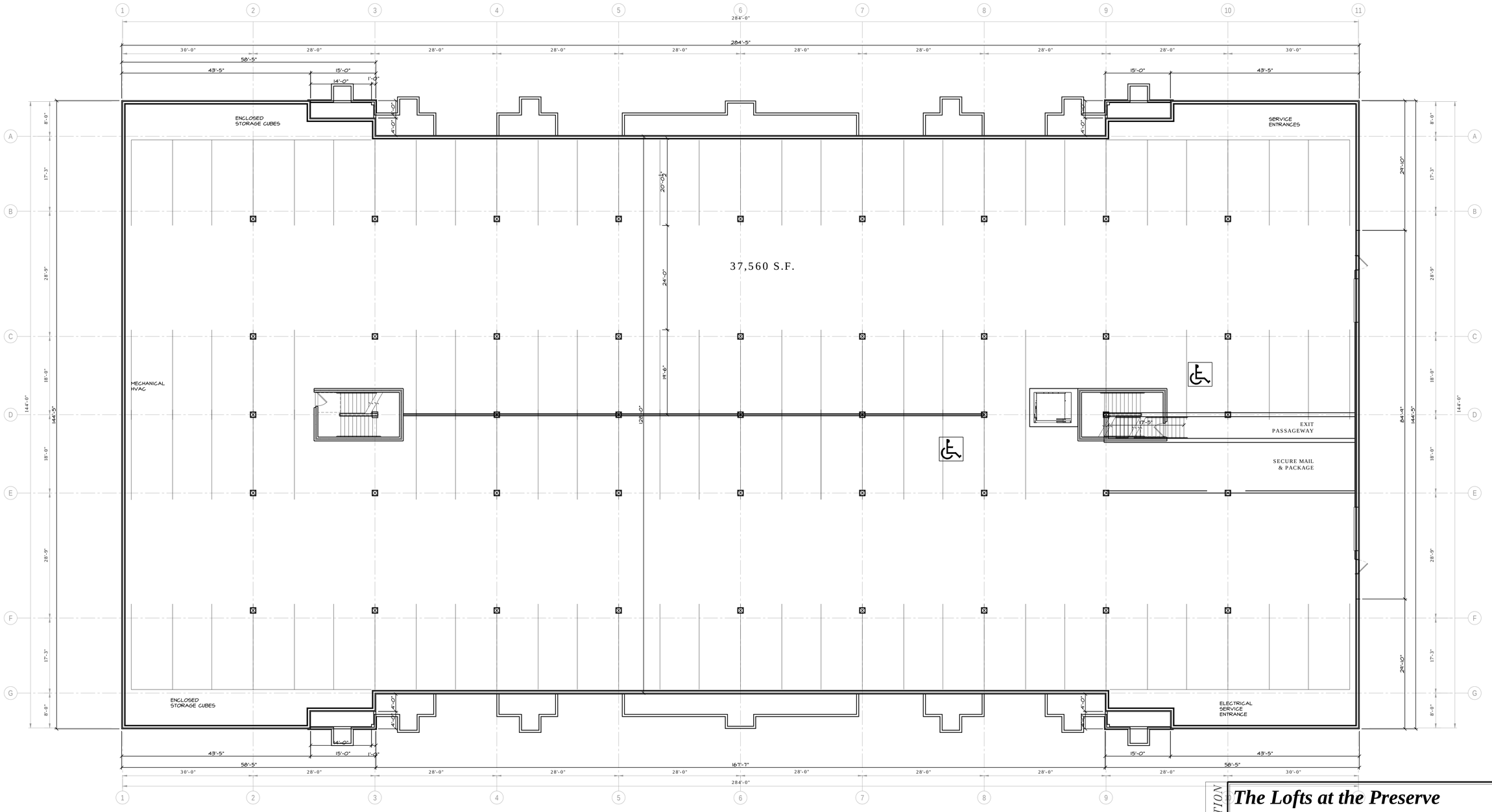
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PARKING LEVEL PLAN

SCALE: 3/32" = 1'-0"

100 PARKS

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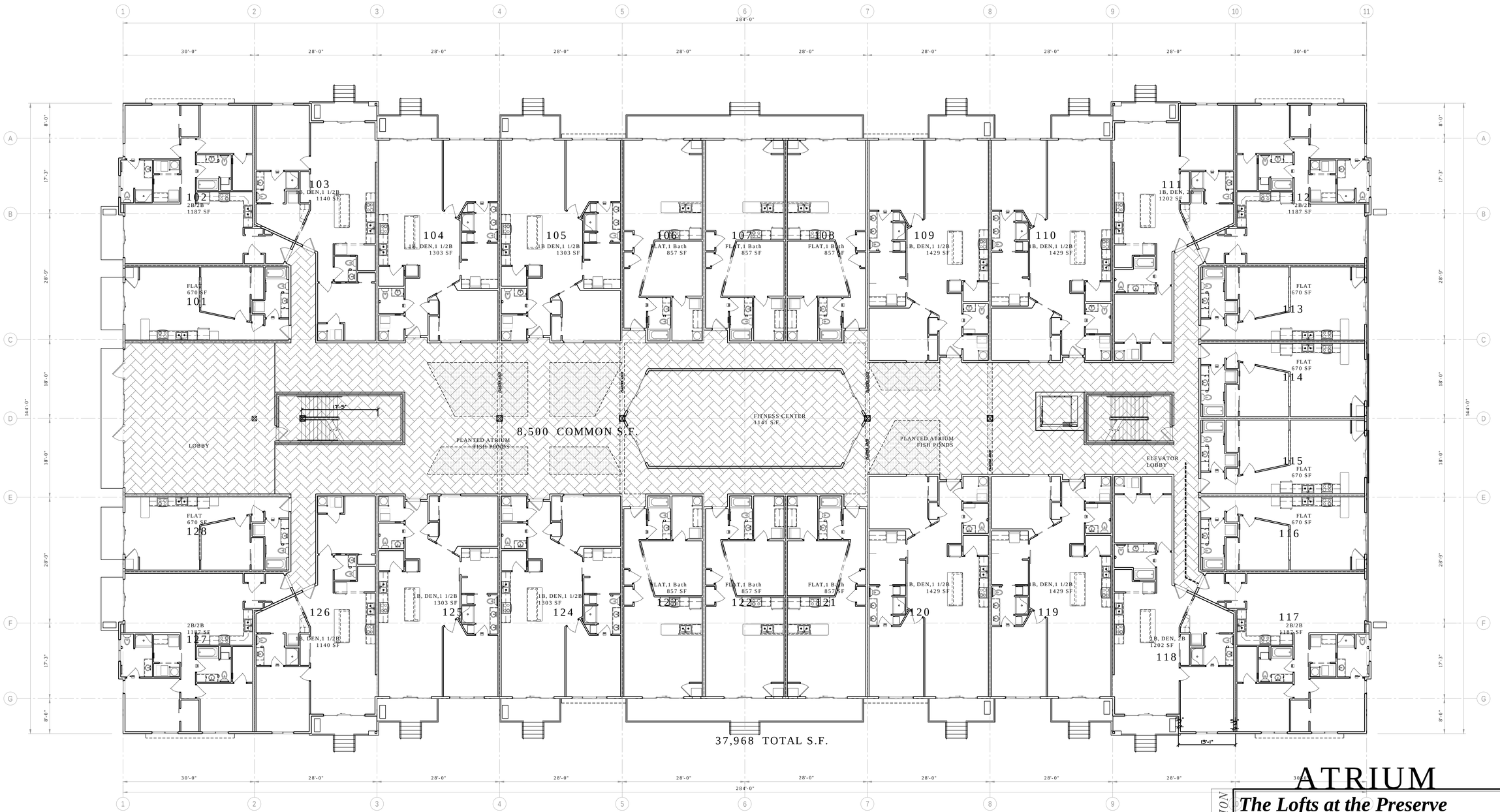
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ATRIUM

FIRST FLOOR PLAN

SCALE: 3/32" = 1'-0"

UNIT COUNT PER FLOOR		
UNIT COUNT	DESCRIPTION OF DWELLING	UNIT NUMBERS
12	FLAT, 1 BATH	101, 106, 107, 108, 113, 114, 115, 116, 121, 122, 123, 128
12	1 BEDROOM, 1 DEN 1 1/2 BATHS	103, 104, 105, 109, 110, 111, 118, 119, 120, 124, 125, 126
4	2 BEDROOM, 2 BATHS	102, 112, 117, 127
28		

28 UNITS

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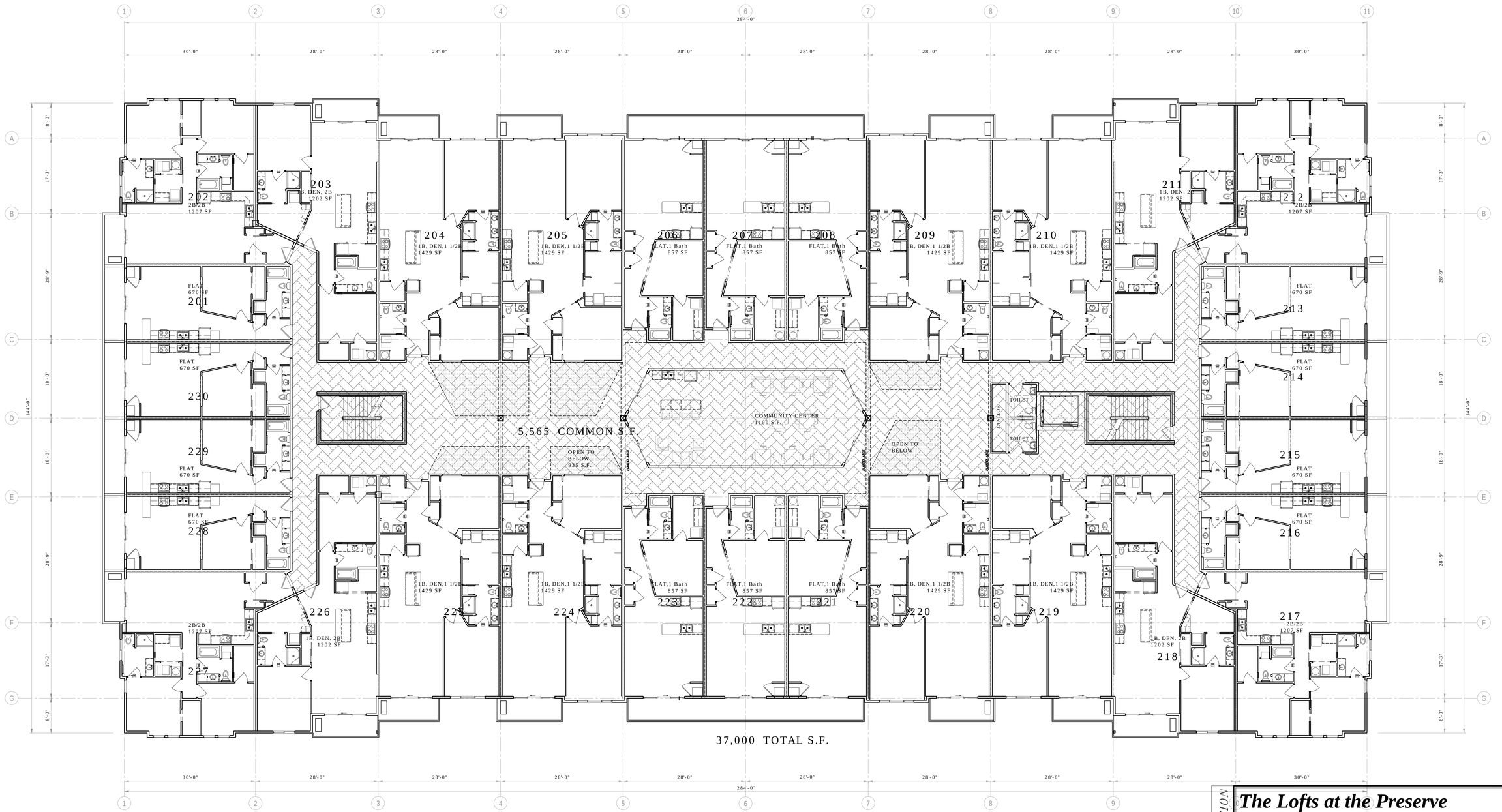
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SHEET A 2.1.1



SECOND FLOOR PLAN

SCALE: 3/32" = 1'-0"

UNIT COUNT PER FLOOR		
UNIT COUNT	DESCRIPTION OF DWELLING	UNIT NUMBERS
14	FLAT, 1 BATH	201, 206, 207, 208, 213, 214, 215, 216, 221, 222, 223, 228, 229, 230
12	1 BEDROOM, 1 DEN 1 1/2 BATHS	203, 204, 205, 209, 210, 211, 218, 219, 220, 224, 225, 226
4	2 BEDROOM, 2 BATHS	202, 212, 217, 227
30		

30 UNITS

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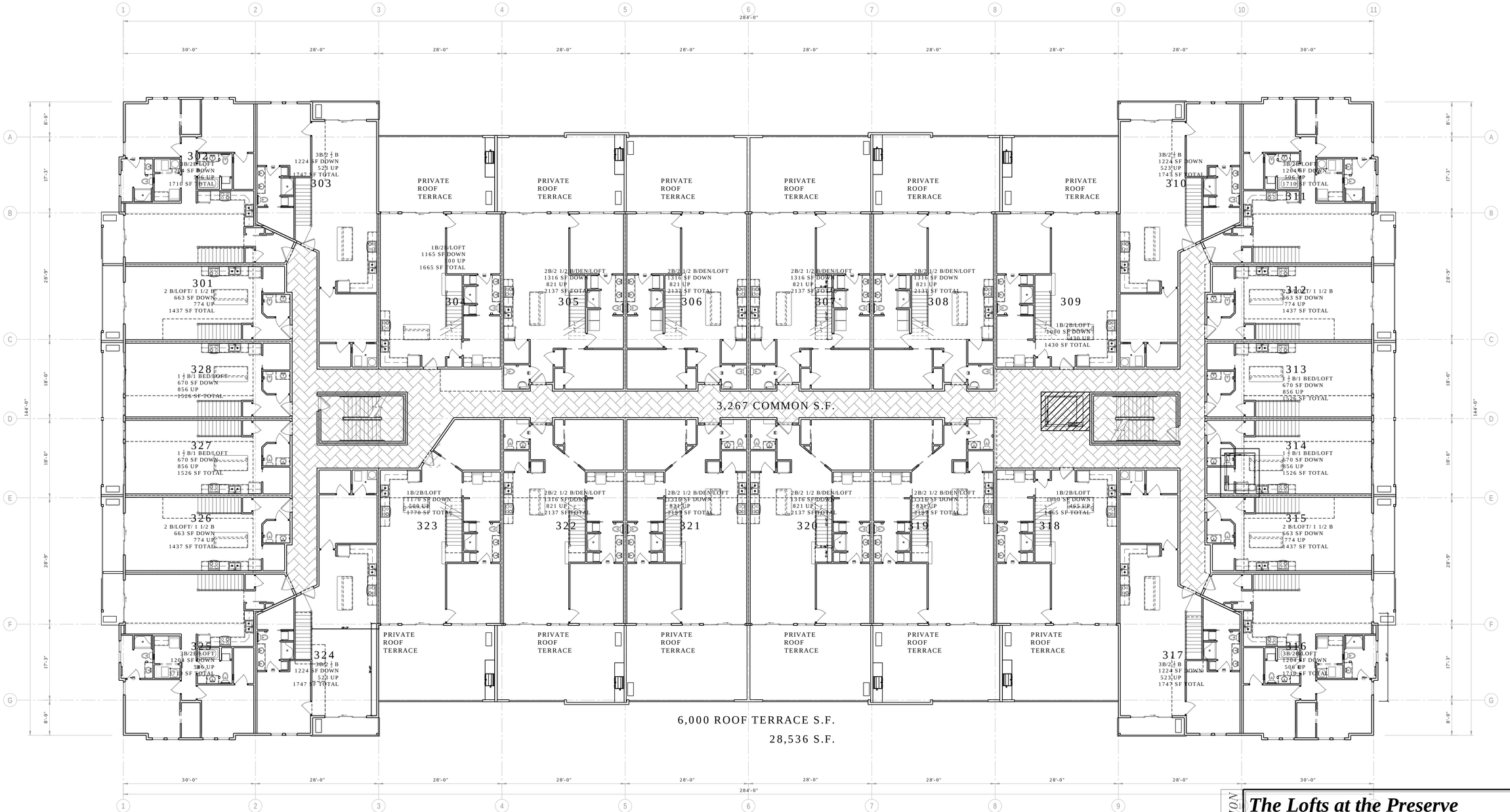
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SHEET A 2.2.1



THIRD FLOOR PLAN

SCALE: 3/32" = 1'-0"

UNIT COUNT PER FLOOR

UNIT COUNT	DESCRIPTION OF DWELLING	UNIT NUMBERS	SQUARE FEET
4	1 BED, 1 LOFT 1 1/2 BATHS	313, 314, 327, 328	1526
4	1 BED, LOFT, 2 BATHS, ROOF TERRACE	304, 309, 318, 323	RANGE 1430-1770
8	2 BEDROOM, LOFT, DEN, 2 1/2 BATHS, ROOF TERRACE	305, 306, 307, 308, 319, 320, 321, 322	2137
4	3 BEDROOM, LOFT 2 BATHS	302, 311, 316, 325	1710
4	2 BEDROOM, LOFT 1 1/2 BATHS	301, 312, 315, 326	1437
4	3 BEDROOM, 2 1/2 BATHS	303, 310, 317, 324	1747
28			

28 UNITS

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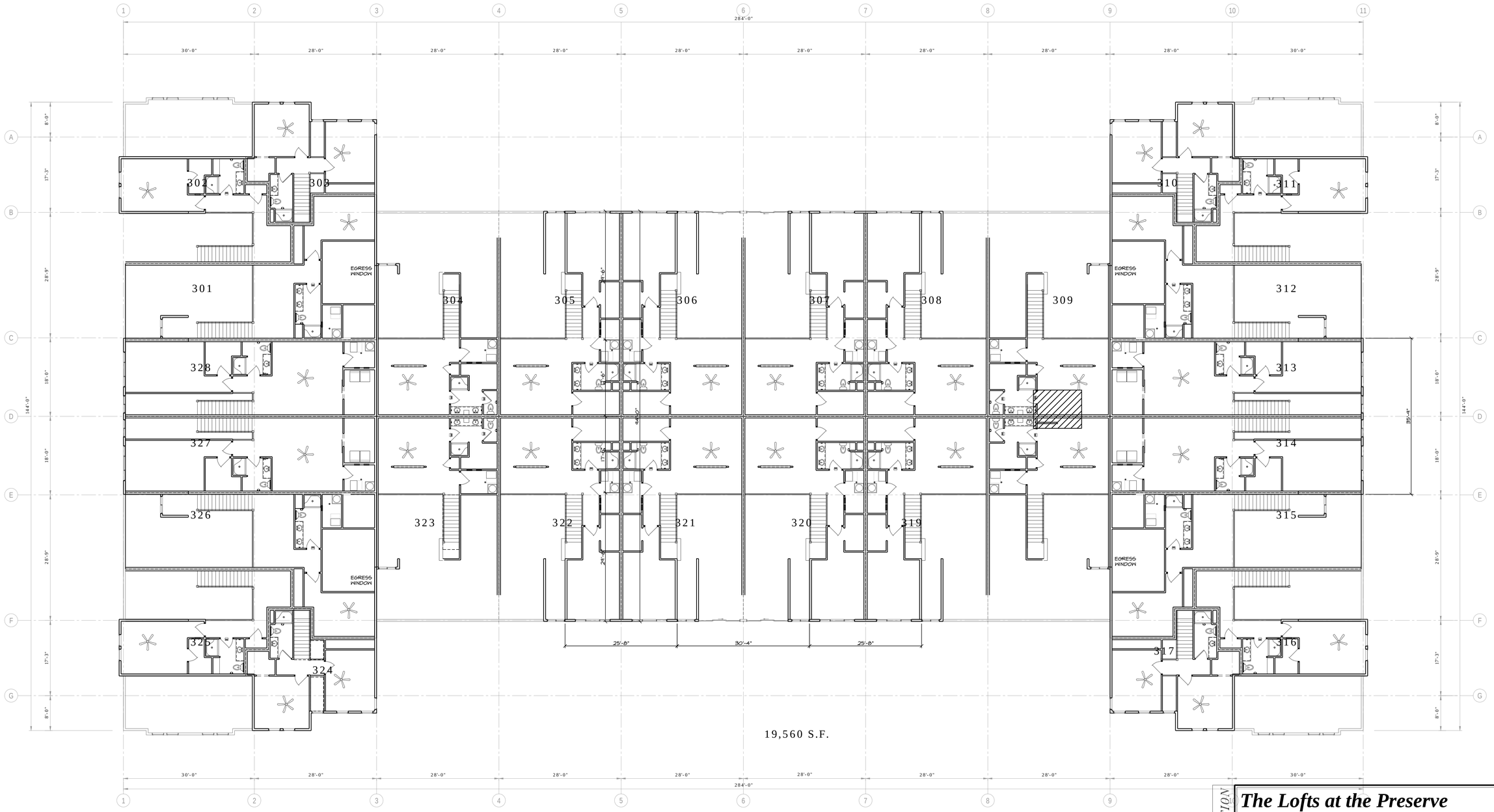
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FOURTH FLOOR PLAN

SCALE: 3/32" = 1'-0"

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DATE 7/19/2024

PROJECT NO. 1961400

SHEET A 2.4.1

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 13, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Amy Darnick**
SUBJECT:	**Consideration and Possible Action on Consultant Agreement with Partners Engineering and Science Inc, for ADA Facilities Audit services.***

This item has been added to the agenda at the request of City Administrator Larry Delo. Per the attached Memo, Administration is seeking a recommendation from the Finance/Personnel Committee to have the City Council approve an agreement with Partners Engineering and Science, Inc. for ADA facilities audit services.

ATTACHMENTS:

- Recommendation to Award ADA Facilities Audit Agreement to Partner Engineering and Science, Inc. - Memo to Personnel and Finance Committee 8-13-24 (PDF)
- Partner ESI Proposal-CITY OF DE PERE (24-457509) 072524 (PDF)
- ECS Proposal 52_2408-P - ADA DePere, ADA Facility Audit, DePere, WI (PDF)

CITY OF DE PERE
MEMO

To: Personnel and Finance Committee

From: Lawrence M. Delo, City Administrator

Date: August 13, 2024

RE: Recommendation to Award ADA Facilities Audit Agreement to Partners Engineering and Science, Inc.

The City Council previously authorized the Administration to solicit proposals for an ADA Facilities Audit. The City solicited proposals from five firms and received proposals from two firms. Proposals were submitting to the City from Partners Engineering and Science, Inc. and ECS Midwest, LLC. I have attached a copy of the Request for Proposals and both of the proposals the City received.

Based on a review of the submitted proposals and comments from all of the City departments, the Administration is recommending the City enter into an agreement with Partners Engineering and Science, Inc. for ADA facilities audit services.

The City Council previously authorized $65,000 of ARPA funds to be used for the ADA facilities audit. The proposal from Partners Engineering and Science, Inc. includes a total expenditure of $76,175. The proposal from ECS Midwest, LLC. Includes a total expenditure of $78,850.

If the City Council approves the agreement with Partners Engineering and Science, Inc., the Administration is recommending an additional $11,175 appropriation of ARPA funds to complete this project. Several previously approved ARPA funded projects have been completed under budget and therefore, the Finance Department has indicated there are sufficient ARPA funds available for the requested appropriation.

The Administration is seeking a recommendation from the Personnel and Finance Committee to have the City Council approve an agreement with Partners Engineering and Science, Inc. for ADA facilities audit services to include an additional appropriation of $11,175 from existing ARPA funds.

PARTNER
Engineering and Science, Inc.

More Than Just Assessments.
Solutions.







July 29, 2024

TECHNICAL PROPOSAL FOR RFP AMERICANS WITH DISABILITY ACT FACILITY AUDIT 2024

ADA SELF EVALUATION AND TRANSITION PLAN FOR THE CITY OF DE PERE, WISCONSIN

Submitted to:
Lawrence Delo, City Administrator
City of De Pere
355 S. Broadway
De Pere, WI 54115

Submitted by:
Mr. Jake Wegleitner
National Client Manager
Partner Engineering and Science, Inc.
6600 France Avenue South, Suite 320
Edina, MN 55435
C: 612-619-3385 |
jwegleitner@partneresi.com

Building Engineering & Assessments

Environmental Consulting & Remediation

Construction & Development Services

Energy & Consulting

PARTNER
Engineering and Science, Inc.

TRANSMITTAL LETTER

July 25, 2024

Lawrence Delo, City Administrator
City of De Pere
335 S. Broadway
De Pere, WI 54115

Subject: RFP-Americans with Disabilities Act Facility Audit

Dear Mr. Delo

On behalf of our project team, we are pleased to submit our proposal for the City of De Pere Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan. We greatly appreciate this opportunity to demonstrate that our team of qualified professionals can successfully execute the requested assessment and planning services to meet the intent of this RFP.

Partner is prepared to commence and perform required work promptly upon award of the contract and complete within the required timeline. We acknowledge the deliverables specified in this RFP and indicate the date by which all deliverables will be completed in our supplied schedule. Thank you for your consideration of our qualifications and we look forward to the possibility of working with you.
Best regards,

Jake Wegleitner
National Client Manager
PARTNER ENGINEERING AND SCIENCE, INC.
C: 612-619-3385 | jwegleitner@partneresi.com

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1. STATEMENT OF QUALIFICATIONS

A. GENERAL FIRM INFORMATION

Partner Assessment Corporation, dba Partner Engineering and Science, Inc. (Partner), was founded in 2007 and is an international assessment company with the added benefit of full-service engineering, construction, energy, and environmental service capabilities. Our client-focused approach and quality deliverables has fueled rapid growth, to more than 1,350+ employees, and 40 office locations due to increasing demand for our services and growth. Partner establishes relationships and builds client loyalty through truthful, transparent consulting and frequent communication. Our growth has been an organic response to client demand for quality consulting services.

Partner offers the full spectrum of our multidisciplinary assessment personnel including civil, structural, and forensic engineers; architects and construction professionals; zoning and feasibility professionals; and façade, roof, mechanical, electrical, plumbing, environmental, energy specialists, and accessibility specialists. The range of services we provide includes, but is not limited to, the following:



- **Building Assessments**
  - Title II/Section 504 Accessibility Surveys, Self-Evaluations/Transition Plans
  - Condition Needs Assessments
  - Property or Physical Needs Assessments (PNAs)
  - Facility Condition Assessments (FCAs)
  - Property Condition Assessments (PCAs)
  - Building System Specialty Evaluations
  - Forensic Evaluations
  - Feasibility Studies
  - Space Analysis
  - Inventorying, Barcoding, and Tagging
  - Maintenance and Capital Planning

Building Engineering & Design

  - Mechanical-Electrical-Plumbing (MEP)
  - Structural Engineering
  - Geotechnical and Forensic Engineering
  - Site Civil Engineering
  - Roof and Pavement Assessments

- **Environmental Consulting**
- **Environmental Health & Safety and Regulatory Compliance**
- **Environmental Remediation**
- **Energy & Sustainability Consulting**
  - Building Commissioning
  - Energy Audits
  - Renewable Consulting
  - Solar Feasibility
  - Utility and Government
  - Program Management
  - Utility and Government
  - Program Management
- **Construction Risk Management**
  - Contractor Evaluations
  - Design and Budget Reviews
  - Cost / Budget Estimating
  - Construction Progress Monitoring
  - Funds Control & Disbursement Services
  - Completion Commitments
- **Geotechnical Investigation**
- **Industrial Hygiene**
- **Land Surveying and Mapping**
- **Zoning Services**

Full Name: Partner Assessment Corporation dba Partner Engineering and Science, Inc.
Headquarters Address: 2154 W. Torrance Blvd., Suite 200, Torrance, CA 90501

B. KEY PROJECT PERSONNEL RESUMES

Overview

Partner's key staff for this project are senior level in terms of expertise and years of experience in providing detailed ADA Self Evaluations, Transition Plans, and Opinions of Probably Cost of areas covered under the ADA that do not meet minimum applicable standards. Partner's approach is strengthened by our team's extensive experience assessing and evaluating building structures and systems for ADA compliance. Leading this team will be Mr. Jake Wegleitner who will serve as your primary point of contact and Program Manager for this effort. Mr. Wegleitner will work closely with the team of in-house subject matter experts (SMEs) and Lead Assessors. Ms. Christy Kim and Ms. Mari Miller will serve as alternative points of contact if Mr. Wegleitner is unavailable, as well as the Quality Assurance/Quality Control Lead for this project. Christy and her team are fully committed to this effort for the entire duration of service delivery. Full resumes are provided in **Appendix A.**

Point of Contact/Program Manager:
Jake Wegleitner, Principal
P: 714-317-5069 | ckim@partneresi.com

Project Manager/Alternate Point of Contact:
Mari Miller, CASp, Alternate Point of Contact
P: 303-927-0887 | mmiller@partneresi.com

Christy Kim, Alternate Point of Contact
P: 714.317.5069 | ckim@partneresi.com

Our team selected for this project will be primarily dedicated to this contract to ensure consistent quality and timeliness of our project deliverables. We commit to using our ever-growing pool of professionals and field staff to your projects. We dedicate the program/project manager and client services manager roles to client relationships for consistency and quality. Since 2019, we have hired more than 450 staff members in response to client demand for quality consulting for our services. Partner establishes relationships and builds client loyalty through truthful, transparent consulting and frequent communication. In the event of the unexpected loss of a project manager, Partner has three other project managers with similar qualifications per key personnel staff member who can substitute and/or assume the responsibilities of the previous project manager in their absence.

Partner's team offers:

- Extensive regional experience conducting all services required by this contract.
- Leading provider of condition assessments for the commercial real estate and affordable housing industry, which include accessibility assessment in each report.
- Experienced professionals in federal, state, and local accessibility laws, standards, and codes.
- Depth and breadth of experienced professionals located in Wisconsin.

Professional Bios of Key Staff Members



Jake Wegleitner, Relationship Manager. Mr. Wegleitner will serve as your Relationship Manager and primary point of contact for this project. Mr. Wegleitner is currently geared towards client management, project oversight, and technical report reviews for various asset types, financing situations, and equity investment opportunities. His areas of expertise include Construction, Building Science, Phase I and Phase II Environmental, and Accessibility.



Christy Kim, RA, AIA, CASp, National Technical Director of Accessibility, Program Manager. Your Program Manager and Point of Contact, QA/QC supervisor is Christy Kim, AIA, CASp, APAC, RAS. Ms. Kim serves as the National Technical Director of Accessibility for Partner, performing Accessibility Assessment for compliance with Title II and III of the ADA, Fair Housing Amendments Act (FHAA), Section 504 of the

Rehabilitation Act (Section 504), and state and local building code accessibility requirements. Ms. Kim also performs property condition assessments (PCAs) in accordance with American Society of Testing and Materials (ASTM) standards. Ms. Kim has 22 years of experience in the architectural, engineering, and construction service industry. **Education:** Bachelor of Environmental Design; Master of Heritage Conservation, Architecture. **Training:** Fair Housing Amendments Act Review; Understanding the New ADA Regulations; The History and Background of California Access Laws and the ADA Accessibility Requirements for Existing Buildings; ADA Updates and How They Relate to California; Certified Access Specialist Spring Seminar; National ADA Symposium; Johns Manville Roof Training; Curtainwall Design Review; Materials Conservation; Best Practices in Historic Site Management. **Credentials:** Registered Architect (RA); Certified Accessibility Specialist (CASp); Registered Accessibility Specialist (RAS), International Code Council (ICC) Accessibility Plans Examiner, Accessibility Professionals Association Certification, Built Environment (APAC-BE); Qualified Historic Professional: Secretary of Interior Standards in Architecture and Historic Architecture; Safety Assessment Volunteer.



Mari Miller, CASp, Senior Accessibility Advisor, Local Expert Technical Resource, Project Manager/Alternate Point of Contact. Ms. Miller has more than 11 years of experience in the architectural, construction, and real estate industry and serves as a Project Manager for Partner, where she is responsible for performing Accessibility Surveys for compliance with the Americans with Disabilities Act, Fair Housing Amendments Act, Section 504 of the Rehabilitation Act, and state and local building code requirements. Prior to joining Partner, Ms. Miller served as an Accessibility Specialist with a professional consulting firm in Denver, Colorado. She acquired over 5 years of experience performing accessibility reviews based on standard requirements, including Americans with Disabilities Act (ADA) and Fair Housing Amendments Acts (FHAA) assessments. She completed assessments for a variety of real estate investment stakeholders, including owners, investors, and developers. She has expertise with commercial building types ranging from multi-family residential, hospitality, mixed-use properties, and industrial facilities. **Education:** BFA, Interior Design, Harrington College of Design, Chicago, Illinois. Harvard University Graduate School of Design, ADA, and Other Access Standards to Public and Private Non-Residential Facilities and Programs. **Training:** U.S. Access Board-Accessible Housing, Title II/III.

Additional Team Members (Assessors and Reviewers)

Mandy Register

Jennifer Yee

Sarah Ibrahim

Steven Lewandowski

Tom Robb

Full resumes provided in Appendix A.

2. APPROACH TO COMPLETING THE PROJECT

ADA Self-Evaluation (Assessment) and Transition Plan Development

Facility Assessment: Partner's assessment of the facilities will be reviewed against the applicable ADA standards based on the date of construction and/or alterations. Assessments will include recommendations on removing architectural and structural barriers for all buildings, as well as providing alternative methods of providing access for existing facilities that were not constructed or altered at the time the Act went into effect.

Each program/site will include:

Oversight of Architectural Barrier Assessment by a senior level technical expert who possesses similar, exemplary credentials.

Architectural Barrier Assessment:

- **Site Reconnaissance** led by a field professional with advanced levels of knowledge, training, and extensive experience in performing accessibility reviews.
- **Evaluate** existing conditions and identify areas that do not meet applicable standards based on age of construction.
- **Interview** on-site representatives or the client representative for information regarding past renovation or addition projects.

Partner's assessment of facilities will include approach, entrance, and exit into facilities at employee only areas to ensure qualified individuals with disabilities are able to perform their job. Alternative approaches to practices and policies will also be included for existing buildings constructed prior to the Act.

Transition Plan

Partner will complete a Transition Plan that will help determine the corrective action necessary to achieve full compliance with Title II of the ADA. The transition plan will include recommendations to achieve full compliance in all programs, services, and activities offered by the City. As part of the Transition Plan, Partner will:

- **Prepare** a report identifying architectural barriers at each facility and elements that do not meet the requirements set forth in the applicable ADA Standards. The report will include recommendations for corrective action with written, diagrammatic, and photographic documentation of the existing conditions. An opinion of cost for the corrective action will be included.
- **Determine** if alternative solutions are available to meet program accessibility if it is infeasible to correct architectural barriers.

Facilities will be reviewed for the following:

- Exterior parking area and designated accessible route to the entrances of the facility.
- Exterior designated accessible route from the public right of way.
- Exterior designated accessible route between buildings on the site.
- Parking areas.
- Exterior signage.
- Exterior common use amenities and designated accessible route to those exterior amenities.

- Interior spaces.
- Common use interior amenities.
- Elevators and stairways.
- Approach, entering, an existing employee work areas.
  - Clearances in front of accessible elements.
  - Clearances at toilets and lavatories.
  - Reach range heights.
  - Signage heights.

Exclusions: Evaluation of alarms, strobes, lighting levels, telephone TTY operations and magnetic levels, audio decibel levels, translating and sizes of Braille wording and characters, blocking within walls, structural strength of grab bars, and slip resistant surfaces that cannot be determined visually. These require specialized equipment, expertise, and/or destructive testing to review.

Deliverables

The information collected during the walk-through survey will be compiled into a dataset that can be sorted by building. Reporting will include a description of the work performed, description of non-compliant items observed, location of non-compliant item, and photographs to remedy the identified concerns. Prioritization of recommendations will also be included in the summary tables based on recommended priorities by the Department of Justice.

The Partner team will prepare the draft report for one round of comments and, upon receipt and incorporation of the City's feedback, a final report with the evaluation and recommendations will be provided. Reports will be delivered in an electronic format. All data and documentation will be in XLXS, PDF, and DOCX formats as appropriate. The data will be formatted to allow easy manipulation and will be coordinated so that information can be updated by City staff using the City's existing software and resources.

Other Services

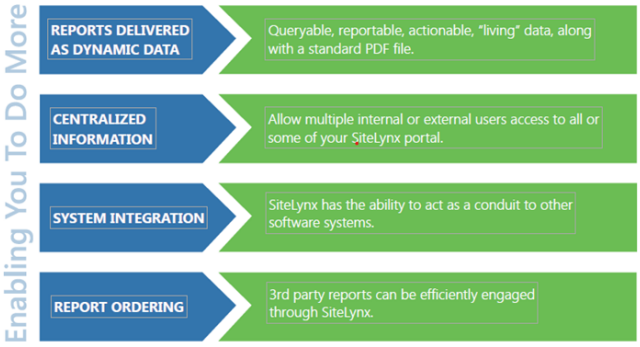
Per the RFQ, Partner will attend at least three meetings with the City's staff. This will be at project kick off, an interim progress meeting, and final completion meeting where presentation of findings will be discussed. Partner will also be involved in the presentation of findings to the City Council at separate public meetings.

City staff training will be provided on applicable codes and standards, performing field investigations/inspections, and the preparation of assessment reports, monitoring, and updating the Self Evaluation and Transition Plan.



Partner SiteLynx® Technology – Online Report Ordering and Delivery Platform

Partner also offers a complimentary online report delivery platform called SiteLynx to house the assessment data and reports. SiteLynx allows for the export and analysis of assessment data and a demonstration of the system is available upon request.



For our deliverable project reports, an important tool that adds value to the process is SiteLynx. SiteLynx is a cloud-based online report delivery and data tool designed for organizing, building, and delivering system-specific reports, profile information, cost data, and index data for a portfolio of properties. SiteLynx is designed to aid the Operations Manager in keeping reports and facility assessment data readily available and organized in an online repository for portfolio management and planning purposes. Your team will also be able to use SiteLynx as a planning tool as cost data can be updated after capital improvement projects are completed. A demonstration of the SiteLynx tool is available at any time when convenient for your team. Partner's internal systems and tools such as PLINK (project management system) and SiteLynx are designed for portfolio assessment programs. SiteLynx provides:

- An overall summary of Projects/Portfolios
- Ability to deliver reports through a single cloud-based platform, 24/7

3. PROJECT EXPERIENCE

ACCESSIBILITY ASSESSMENTS

Partner has extensive experience with providing Accessibility Assessments and Consulting in Wisconsin and nationwide. When performing an Accessibility Assessment, our assessors check for compliance against all applicable regulations, which may or may not include Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, the Architectural Barriers Act, Fair Housing Amendments Act, and state and local regulations. Stand Alone Accessibility Assessment and Reports are typically provided by Partner's Accessibility Specialist team. Partner's team of Accessibility Specialists, consisting of Certified Access Specialists (CASp), Registered Accessibility Specialists (RAS), Registered Architects, ICC Accessibility Plans Examiners, Accessibility Professionals Association Certificate (APAC) holders, and experienced engineering and architectural staff, who has performed nearly 2,400 accessibility assessments to date. In addition to Cities, Counties, and Public Housing Authorities, our clients include corporations such as Google and Tesla, institutional owners such as Oxford Properties and Barings, and affordable housing developers such as Mercy Housing, Path Venture, LINC Housing, Community Preservation Partners, Brilliant Corners, and Opportunity Housing Group.

Sample List of Project Facility Types

- ***Governmental Agencies:*** Police departments, fire departments, town halls, public works departments, public squares and plazas, libraries, parks, schools, nature preserves.
- ***Affordable Housing, Multifamily / Senior Care / Healthcare Centers:*** Apartment complexes, townhomes, retirement residences, daycares, hospitals, clinics.
- ***Commercial Facilities:*** Hotels, office buildings, gas stations, car dealerships, restaurants, country clubs, wholesale facilities, shopping centers, industrial kitchens, standalone retail locations, pet boarding facilities, auto shops, convenience stores.
- ***Industrial Facilities:*** Warehouses, manufacturing facilities, electrical substations, irrigation facilities, metal treatment facilities.
- ***And other business types:*** Farmland, veterinary clinics, campground sites.

SIMILAR PROJECT EXAMPLES AND REFERENCES

Project: ADA Self Evaluation and Transition Plan – Olive Day School, Norfolk Massachusetts and Freeman Kennedy School, Norfolk Massachusetts
Customer: Town of Norfolk worked in collaboration with BETA Group, Inc.; **Period of Service:** May 2021
Primary Contact, Title: Jack Madden, Senior Project Manager
Address: 701 George Washington Hwy, Lincoln, RI 02865; **Ph:** 401-333-2382; **Email:** jmadden@beta-inc.com
Description of Services Provided: Partner performed ADA assessment for Olive Day School for the Town of Norfolk in collaboration with BETA Group, Inc. who held the primary contract with the Town of Norfolk. Partner's assessment included all physical aspects of the building including classrooms, restrooms, employee breakrooms, assembly areas, and amenities. The property was assessed and relevant documents reviewed during the evaluation of the property's compliance with relevant provisions of the ADA and the impact that the property's compliance status may have on the client's financial decisions. Partner reviewed the physical features of the property for construction related barriers as they relate to the ADA and provided recommendations for corrective action and opinion of costs of the observed conditions, and an opinion of probable cost to correct the conditions. The surveys and reports were completed well within the client's timeframe for requested completion.

Project: ADA Self Evaluation and Transition Plan – city of Yuma Police Department
Client: Kimley Horn and City of Yuma; **Period of Service:** April 2024 - Current
Primary Contact, Title: Erin Eurek with Kimley Horn
Mailing Address: 801 Cherry Street Unit 11 Suite 1300 Fort Worth TX; **Ph:** 817-879-4450; **Email:** erin.eurek@kimley-horn.com **Description of Services Provided:** Partner provided accessibility assessments of a portfolio of facilities and parks in the city of Yuma. Partner worked as a subconsultant under Kimley Horn to assess all facilities and parks while Kimley Horn focused on the public right of way streets and sidewalks. Surveys and reports were completed within the timeframe and Partner is currently actively surveying the remaining parks and facilities within the city.

Project: Accessibility Consultation for Publicly Funded Affordable Housing Projects
Client: Maiker Housing; **Period of Service:** January 2023-Current
Primary Contact, Title: Steve Kunshier, Vice President Real Estate Development
Address: 3033 W. 71st Avenue Westminster, Colorado 80030; **Ph:** 303-227-2055; **Email:** skunshier@maikerhp.org
Description of Services Provided: Partner provided accessibility consulting for Maiker Housing's portfolio of multifamily projects throughout cities in Colorado. Assessment included multiple codes and standards based on funding sources and project involvement. This included ADA Titles II and III, Section 504, Unruh Act, International Building Code, ICC A117.1, and Fair Housing Amendments Act (FHAA). Projects included new construction affordable housing projects as well as existing building assessments. Partner was retained to review plans for city submittal, provide construction progress monitoring services over the course of construction to evaluate building construction was meeting approved plans, and final assessment of the property to provide clean report with no outstanding issues. For existing buildings, Partner completed accessibility assessment to identify areas that were not in compliance with the applicable codes and regulations.

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4. PROJECT SCHEDULE

The following project schedule is a rough tentative outline for completing projects by site location or area, based on the information provided and our experience with ADA self evaluations. This time schedule represents our best professional estimate for the requested scope of work for each site location or area. Duration will vary depending on the size and scope of each project location We recognize that project requirements and timelines may change due to weather impacts in the region and holidays. Partner is committed to working with you on working to adjust and customize a flexible project timeline at the time of award.

Task (By Site Location/Area)	Duration
Award and Planning Phase	
Project Award (tentative date assumed)	1 day
Project Kickoff Meeting, approximately 1 hour (virtual or conference call) – All Parties	1 day
Baseline Data Gathering, Scheduling Site Visits, and Internal Partner Pre-Assessment Meetings	1-4 days per site
Field Work – Site Walkthroughs	
Site Visits (All Partner Parties)	1-5 days per site
Report Preparation, Review, and Delivery	
Report Writing (All Partner Parties)	1-7 days per site
Senior Review for QA/QC and Digital Publication of All Reports	1-7 days per site
Delivery of "DRAFT" Report to the City 25 business days from each site visit date	1-3 days
Project Completion and Presentation of Findings	
Comment and Review Period	1-4 weeks
Final Report Revisions and Delivery of Final Report	1-4 weeks
All work expected to be completed no later than December 31, 2024	

5. SCHEDULE OF VALUES

Property	Address	SF	Year Built	Property Type	ADA FEE
City Hall	335 South Broadway St	24,000	1969 & 2000	Office	**$4,850.00**
Community Center	600 Grant St	18,000	1999	Recreational	**$4,450.00**
Municipal Service Center	925 South Sixth St	103,340	1981 & 199	Ops center for Public Works, Engineering, Water and Parks	**$3,900.00**
Bomier Boat Launch Restroom	700 Fox River Dr	600	1998	Public Restroom	**$2,600.00**
Braisher Park Shelter	630 North Winnebago St	700	1976 & 2014	Public Shelter and restroom	**$2,600.00**
De Pere Ice Arena	1450 Fort Howard Ave	29,000	1974	Ice Arena	**$3,900.00**
Fox Point Boat Launch Restroom	1075 North Broadway S	550	1992	Public Restroom	**$2,600.00**
Jim Martin Restroom	255 Libal St	700	2005	Public Restroom	**$2,600.00**
Kelly Danen Concession/Restroom	931 Cedar St	1,100	1983	Concession stand & public restroom	**$2,800.00**
Legion Parkee Building	1212 Charles St	450	2011	Parkee Building	**$1,500.00**
Legion Pool Building	1212 Charles St	4,200	1972	Public Pool	**$3,325.00**
Optimist Concession Building	801 Cook St	2,400	2003	Concession Building	**$3,325.00**
Optimist Restroom	801 Cook St	580	1999	Public Restroom	**$2,600.00**
Patriot Park Shelter/Restrooms	1101 Colleen Ln	900	1983	Public Shelter and restroom	**$2,600.00**
Perkofski Boat Launch Restroom	1500 Fort Howard Ave	700	2004	Public Restroom	**$2,600.00**
Southwest Park Shelter/Restrooms	2472 Lawrence Dr	2,100	2008	Concession stand and public restroom	**$3,325.00**
VFW Octagon Building	730 Grant St	1,400	1997	Public Shelter and restroom	**$2,600.00**
Fire Station # 1	400 Lewis St	152,328	1964	Operations of City Fire Station	**$4,850.00**
Fire Station # 2	1180 Grant St	7,016	1972/2016	Operations of City Fire Station	**$3,800.00**
Police Station	325 South Broadway	20,000	2001-remodel	Administrative offices for Police Department	**$4,850.00**
CBCWA Station: DP2 Erie	1250 South Erie St	455	2007	Water Authority Station	**$1,500.00**
CBCWA Station: DP5 American	1451 Biotech Way	688	2007	Water Authority Station	**$1,500.00**
Enterprise Pump Station	1851 Enterprise Dr	891	1969	Well/Reservoir	**$1,500.00**
Matthew Tower	1725 East Matthew Dr	N/A	1986	Water Tower	**$1,500.00**
Merrill Pump Station	1501 Merrill St	992	1960	Well/Reservoir/Tower	**$1,500.00**
Ninth Street Pump Station	315 North Ninth St	N/A	1960	Well/Reservoir/Tower	**$1,500.00**
Scheuring Pump Station	1340 Scheuring Rd	960	1978	Well/Reservoir	**$1,500.00**
					$76,175.00

APPENDIX A – KEY PROFESSIONAL RESUMES

PARTNER

Christy Kim, AIA, CASp
Principal
National Technical Director Accessibility

Education

B. ENVD, Architecture, University of Colorado, Boulder, Colorado
Master of Heritage Conservation, Architecture, University of Southern California, Los Angeles, CA

Registrations

Registered Architect, State of California
Certified Access Specialist, State of California
Accessibility Professionals Associations – Built Environment
International Code Council (ICC) Accessibility Plans Examiner
Registered Accessibility Specialist (RAS), State of Texas
Qualified Historic Professional: Secretary of Interior Standards in Architecture and Historic Architecture
Safety Assessment Volunteer, State of California

Training

Johns Manville Roof Training
Curtainwall Design Review
Materials Conservation
Best Practices in Historic Site Management
Fair Housing Amendments Act Review
Understanding the New ADA Regulations
The History and Background of California Access Laws and
the ADA Accessibility Requirements for Existing Buildings
ADA Updates and How They Relate to California
Certified Access Specialist Spring Seminar
National ADA Symposium

Highlights

23 years of experience in the architectural, engineering, and construction service industry.
22 years performing Property Condition Assessments, Construction Loan Monitoring, Limited Owners Representation, and Accessibility Reviews
19 years of experience with multi-family residential, commercial, hospitality, and industrial properties Provides CASp Surveys and Certification and standard Accessibility Surveys

Experience Summary

Ms. Kim serves as a National Technical Director of Accessibility for Partner Engineering and Science, Inc (Partner), performing and overseeing various levels of Accessibility Consulting to a multitude of accessibility laws, codes, and standards (including Americans with Disabilities Act, Fair Housing Amendments Act, Section 504 of the Rehabilitation Act, and state and local building code requirements.) Ms. Kim also works with the Historic Architecture Solutions practice to provide historic reports that meet the Secretary of Interior Standards requirements and the Investment Advisory Group to provide Property Conditions Assessments in accordance with American Society of Testing and Materials (ASTM) standards.

Ms. Kim has 23 years of experience in the architectural, engineering, and construction service industry. She

has extensive knowledge in real estate due diligence for a variety of property types and the needs and requirements of varied number of reporting standards, including ASTM standards and customized client formats. Ms. Kim also has significant experience performing accessibility reviews based on standard requirements and requirements under the Construction-Related Accessibility Standards Compliance Act (CRASCA). Specifically, Ms. Kim has performed remediation design projects, feasibility studies, Property Condition Assessments (PCAs), small loan PCAs, construction progress monitoring, pre-construction plan reviews, Building Owners and Managers Association (BOMA) surveys, construction quality owner's representation, Americans with Disabilities Act (ADA) surveys, Fair Housing Amendments Act (FHAA) surveys, and Certified Access Specialist (CASp) surveys.

Ms. Kim has completed hundreds of PCAs for a variety of real estate investment stakeholders working with building types ranging from multi-family, mixed used, industrial, hospitality, to commercial. She has been involved in Limited Owner's Representation, which includes monitoring construction on multi-family, mixed use, and industrial buildings for quality and compliance with contract documents. She has served as the defense legal expert for several city-owned and privately-owned properties. As a defense legal expert, her duties included working with legal counsel to review Plaintiff Complaints, performing assessments of the properties, design remediation, obtaining bids, monitoring corrective construction work, and mediation. She also has experience in forensic and analytical architecture, including cause and origin evaluation, cost analysis, and remedial repair to non-compliant buildings.

Project Experience

Acquisition/Disposition/Lending/Refinance Property Condition Assessments - Ms. Kim managed condition assessments of hundreds of properties throughout the United States, including coordinating project teams, performing field work, preparing reports and opinion of capital cost budgets, performing quality control, directing technical consultants, and managing client relationships. Projects of note include Class A office high rises in San Francisco, Los Angeles, San Diego, and Boston, suburban office parks, retail centers, industrial properties, multi-family, mixed use, and hospitality buildings. Ms. Kim has also managed large cale PCA portfolios for high profile clients in the Los Angeles County. One portfolio of note included over 320 properties with over 3,000 structures to evaluate during a six-month period.

Limited Owner's Representation Services - Ms. Kim has provided Limited Owners' Representation services on projects including construction of various capital improvement and accessibility corrective work in Southern California and Scottsdale, Arizona. Property types included small retail strip malls, office parks, and multi-family housing. Owner representation services also include monitoring the construction of a 200-unit multi-family residential property in Irvine, California for an institution client, and confirming the property was being constructed according to documentation.

Plans and Specification Review - Ms. Kim managed numerous document reviews for institutional-level development projects in all disciplines on a variety of projects including office, retail, industrial, multi-family, etc. Information reviewed included construction documents, schedules, geotechnical reports, consultant and general construction contracts, and budgets. Notable projects included a 1,000+ unit residential project in Irvine, California and a 500,000 square foot industrial project in Perris, California.

Construction Monitoring Services - Ms. Kim performed periodic site reviews of construction projects and monthly in-depth reviews of the contractor's pay application and documentation for mixed use, multi family, industrial, and commercial projects. Projects of note include a 205-unit residential project in Irvine, California,

a one million square foot industrial project in Perris, California, and a 100-unit residential project with historic bungalows in San Diego, California.

Remediation Design - Ms. Kim managed several feasibility studies and remediation designs for facilities in Southern California that were not in compliance with the Americans with Disabilities Act. She completed remediation designs for a multi-family housing project with water intrusion issues and detailed the new exterior wall system. Accessibility remediation design projects of note include designing an accessible route at a large strip mall in Lake Forest, California, along with an accessible route at an upscale community shopping center in Carlsbad, California.

ADA/FHA/Section 504/ State Accessibility Reviews - Ms. Kim completed numerous Accessibility Reviews, CASp Surveys, plan reviews and Feasibility Studies for properties throughout California and has overseen projects throughout the United States. Projects of note include the review of a large regional shopping center in Fremont, California; Historic Hotel and Attraction in Long Beach, California; and Fair Housing Amendments Act review for a multi-family high rise in Los Angeles, California. Feasibility studies include shopping centers in Anaheim Hills and Bell, California, along with large chain hotels in Southern California.

Affiliations

American Institute of Architects
Certified Access Specialist Institute
National Council of Architectural Registration Boards

Speaking

ADA Update and Trending Issues, City Attorney's Association of Los Angeles County (CAALAC), Laguna Beach, California, 2014. Presenter: how to create a logical transition plan for Title II entities covered under the ADA and litigation in Los Angeles.

ADA Title II, City of Long Beach Public Works Department, Long Beach, California. Presenter, Informal seminar regarding general Title II requirements that may be of interest to the Public Works Department.

Fair Housing Act Requirements, Architect and Engineer Professional Conference, Newport Beach, California 2014. Presenter, Grey areas under the fair housing act.

Forensic Diagnosis Residential Building, Families Forward Board Meeting, 2014. Presenter, Presentation of forensic diagnosis of a residential building in the city of Lake Forest to be acquired by Families Forward.

ADA/CBC and Gas Station, Pacific Oil Conference, Los Angeles, California, 2013. Presenter, Accessibility requirements at gas stations.

Publications

Demystifying California's Accessibility Requirements for Affordable Housing, 2022. Online article discussing California affordable housing and Accessibility requirements.

5 Things to Know about CA's AB 2093 On Disability Access, 2016. Online article discussing Assembly Bill 2093.

25 years of ADA – How Well Do We Know Our Accessibility Obligations, 2015. Online article discussing the various accessibility obligations, different levels of accessibility reviews, and impacts on commercial real estate

Lessons to Avoid ADA Lawsuits, 2015. Online article discussing measures business owners can take to reduce their risk of ADA lawsuits.

Department of Justice Adopts 2010 Accessibility Standards, 2012. White paper discussing changes from the 1991 Standards to the 2010 Standards.

Contact

ckim@partneresi.com

PARTNER

Mari Miller, CASp
Senior Advisor, Accessibility

Education

BFA, Interior Design, Harrington College of Design, Chicago, Illinois

Certifications

Certified Access Specialist (CASp), State of California

Training

Certified Access Specialist Institute (CASI), In-Depth Scoping Requirements for Accessible Housing
Fair Housing Accessibility First, Design and Construction Requirements of the Fair Housing Act
Fair Housing Accessibility First, Strategies for Compliant Bathrooms
Fair Housing Accessibility First, Accessible Routes
Harvard University Graduate School of Design, ADA, and Other Access Standards to Public and Private Non-Residential Facilities and Programs
Harvard University Graduate School of Design, Fair Housing: Federal Accessibility Requirements for Multi-Family Housing
United States Access Board, 2010 Standards for Accessible Design
United States Access Board, Accessible Housing
United States Access Board, Alterations and Additions to Existing Facilities
United States Access Board, Department of Justice Title II and Title III Regulations: New Constructions, Alterations, and Barrier Removal

Highlights

12 years of experience in the architectural, construction, and real estate industries
12 years of experience in Design and Construction Administration
9 years performing Accessibility Compliance Reviews, Property Condition Assessments, Limited Owner's Representation, and Property Acquisition Consulting Services

Experience Summary

Ms. Miller serves as Senior Advisor of Accessibility Services for Partner Engineering and Science, Inc (Partner), where she is responsible for performing Accessibility Surveys for compliance with the Americans with Disabilities Act, Fair Housing Amendments Act, Section 504 of the Rehabilitation Act, and state and local building code requirements. Ms. Miller also performs Property Condition Assessments in accordance with American Society of Testing and Materials (ASTM) Standards.

Prior to joining Partner, Ms. Miller served as an Accessibility Specialist with a professional consulting firm in Denver, Colorado. She has acquired over 9 years of experience performing accessibility reviews based on standard requirements, including Property Condition Assessments (PCAs), pre-construction plan reviews, Construction Progress Monitoring, Americans with Disabilities Act (ADA) surveys, and Fair Housing Amendments Acts (FHAA) surveys. She has completed surveys for a variety of real estate investment stakeholders, including owners, investors, and developers. She has expertise with commercial building types ranging from multi-family residential, hospitality, mixed-use properties, and industrial facilities.

Mari Miller, CASp

Ms. Miller leverages over 14 years of experience in the architectural, construction, and real estate industries, pairing her background in design and real estate with training in accessibility compliance/oversight and universal design. Ms. Miller began her career as an in-house Interior Designer for a major national developer, where she progressed into the role of Project Manager, overseeing the multi-faceted coordination of multifamily residential and commercial project portfolios ranging from $1 Million to $390 Million.

Ms. Miller is very active in the local disability community, serving as Chair of the Denver Commission for People with Disabilities and volunteering with the Denver Home Builders Foundation to support access and independence through home modifications.

Project Experience

Plans and Specification Review - Ms. Miller has completed numerous reviews of construction documents across all disciplines for general accessibility compliance. Project types include including office, retail, industrial, multi-family residential, student housing, hospitality, and mixed-use developments. Information reviewed included construction documents, schedules, geotechnical reports, consultant and general construction contracts, and budgets.

Construction Monitoring Services - Ms. Miller has performed numerous site reviews of construction projects and monthly in-depth reviews of the contractor's pay application and documentation for mixed use, multi family, industrial, and commercial projects. Notable clients include LMC, A Lennar Company, CBRE, and ZOM Residential.

ADA/FHA/Section 504/State Accessibility Reviews, various locations, US - Ms. Miller conducted hundreds of Accessibility Reviews for properties across the country, including a portfolio of large shopping centers in Cincinnati, Ohio, Chicago, Illinois, and Denver, Colorado; FHA reviews of multi-family properties in Miami, Florida, Las Vegas, Nevada, and San Francisco, California; and hotels in nearly every state.

Acquisition/Disposition/Lending/Refinance Property Condition Assessments - Ms. Miller has managed assessments of hundreds of properties throughout the United States, including coordinating project teams, performing field work, preparing reports and opinion of capital cost budgets, performing quality control, directing technical consultants, and managing client relationships.

Affiliations

Certified Access Specialist Institute (CASI), Professional Member
Accessibility Professionals Association (APA) - Rocky Mountain Chapter, Member

Publications

"In Multifamily, Shrinking Units Equals Growing Liability," Colorado Real Estate Journal, May 1, 2017.
Ms. Miller contributed an article discussing the growing micro-unit trend in multi-family housing and how this may affect compliance with the various local, state, and federal accessibility requirements.

Contact

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PARTNER

Sarah Ibrahim
Project Engineer

Education

Bachelor of Science, Structural Engineering – Civil Focus, University of California, San Diego, CA

Registrations

Engineer-In-Training

Training

PCA Training
Accessibility Training
Construction Progress Monitoring Training

Highlights

6 years of experience in Accessibility Surveys
6 years of experience in finance and equity-level Property Condition Assessments
5 years of experience in Construction Progress Monitoring reports

Experience Summary

Ms. Ibrahim serves Partner Engineering and Science, Inc. (Partner) as a Project Engineer for the finance and equity PCA, Accessibility, and Construction teams. Her career has mainly been in property due diligence and consulting. She has worked in the following markets: commercial, retail, government, healthcare, industrial and residential.

During her time in university, Ms. Ibrahim majored in structural engineering and was heavily involved in the Seismic Design team, serving as a lead and project manager, for two years. Ms. Ibrahim was also a volunteer for her university's Seismic Outreach program.

Ms. Ibrahim has been in the due diligence industry for six years and has growing experience in property assessments. Her skills include reviewing supporting documents, contacting city officials, coordinating with contractors, owners, realtors, and other building officials. She has a growing experience of building systems related to site, structural, and mechanical components and accessibility codes and guidelines. She also has an array of experience conducting site visits and preparing property assessment reports, accessibility surveys, and construction progress monitoring reports. Ms. Ibrahim also has experience with quality assurance and project management for accessibility scopes.

Project Experience

Casa Del Amo Apartments, Torrance, CA. Multi-family apartment building

Copa Ladeene Apartments, Torrance, CA. Multi-family apartment building

Copa Triana Apartments, Torrance, CA. Multi-family apartment building

Double Tree by Hilton Hotel Los Angeles, Los Angeles, CA. High-rise hotel property with retail

Vista Village – ADA, Vista CA. 10-building shopping plaza and theater

So Pasadena, South Pasadena, CA. Hardware retail store with surface parking

West Los Angeles, Los Angeles, CA. Hardware retail store with surface parking

Thousand Oaks, Thousand Oaks, CA. Hardware retail store with surface parking

MorningStar of Golden Ridge, Peoria, AZ. Senior living facility

Sunroad Plaza, San Diego, CA. Four-story medical and office building

Mission Viejo Medical Office, Mission Viejo, CA. One three-story medical office building and one five-story medical office building

West Airport Facility: Building 54, Long Beach, CA. 1,126,789 SF hangar with manufacturing warehouse and attached office annex

La Habra Inn, La Habra, CA. Senior living facility

Irvine Concourse, Irvine, CA. 14-story Class A office building with designated parking structure

Tupelo Alley, Portland, OR. Three buildings, one 6-story and two 3-story, multi-family apartments with 188 units

West Angeles Villas, Los Angeles, CA. Senior living facility

Grand Peaks Lloyd Center, Portland, OR. Extended stay hotel facility

888 South Figueroa, Los Angeles, CA. High rise office building and parking structure

Kiara Luxury Apartments, Seattle, WA. Luxury apartments with amenities and retail spaces

San Antonio Medical Hospital, San Diego, CA. Two-building hospital with emergency services

Property Condition Assessments

Spring Street Pavilion, Long Beach, CA. 93,873 SF Grocery anchored-retail plaza equity report

13715 Cordary Avenue, Hawthorne, CA. Multi-family apartment complex

Diamond Stadium, Lake Elsinore, CA. City of Lake Elsinore Diamond Stadium equity report

837 S Harvard, Los Angeles, CA. Multi-family loft-style apartment complex

Paradox Hotel, Santa Cruz, CA. Boutique hotel with luxury amenities

Stevenson Manor, Los Angeles, CA. Senior housing residential apartment complex

Faith Church, West Covina, CA. Religious and educational facility

Ambrose Apartments, Los Angeles, CA. Affordable senior-housing development with amenities

Construction Progress Monitoring Reports

Pet Supplies Plus – Los Altos, Long Beach, CA. Tenant improvement to pet supply retail

5005 McConnell Avenue, Marina Del Rey, CA. Renovation of creative office building and site

Packing House Square, Yorba Linda CA. Renovation of medical facility building

Kayla's Cake, Fullerton, CA. Renovation of retail space to bakery

400 E Street LLC., Chula Vista, CA. Construction of medical office building

Lauretta Apartments, San Diego, CA. Construction of mid-rise apartment complex

Ontario Ranch Logistics Center Phase II, Ontario, CA. Construction of concrete tilt-up warehouse building

Huntington Beach Senior Housing, Huntington Beach, CA. Construction of senior housing facility

600 San Pedro Phase I and II, Los Angeles, CA. Residential high-rise with amenities

Affiliations

American Society of Civil Engineers
Structural Engineers Association of Southern California, Young Associate
Earthquake Engineering Research Institute

Contact

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PARTNER

Steven Lewandowski, RAS
Project Manager

Education

Bachelor of Architecture, The University of Texas at Austin, May 2000

Registrations

Registered Accessibility Specialist (RAS) - Texas

Training

Austin Community College, AutoCAD Training

Highlights

21 years total experience in the field of accessibility

- 6 years with Texas Department of Licensing and Regulation providing plan review services and technical assistance services regarding state accessibility standards
- 15 years providing accessibility consulting with emphasis on ADA transition plans for public entities (state and local governments) as required by Title II of the Americans with Disabilities Act

Focus at Partner Engineering and Science, Inc. (Partner) will be on Equity/PCA with focus on project management of accessibility assessments.

Experience Summary

Current role within Partner is project manager within the Equity/PCA practice with a focus on project management of accessibility assessments. Mr. Lewandowski's previous 15 years have been dedicated to project management of accessibility assessment work.

Project Experience

22 years of experience in conducting accessibility plan reviews, inspection, assessments and consulting as it pertains to federal, state and local accessibility codes and requirements. 15 years of experience in completing required self-evaluation and transition plans as required under Title II of the Americans with Disabilities Act which required evaluation of programs, services and activities as well as assessment of facilities owned/operated by the public entity. Work included facility data collection and analysis, prioritization, and cost estimating.

Plan Review/Inspection/Assessments

Dallas Cowboys Stadium, Arlington, TX – accessibility plan review and inspection services for new $1 billion stadium

Darrell K Royal Texas Memorial Stadium, Austin, TX – accessibility plan review and inspection services for $100 million stadium expansion

ADA Self-Evaluation and Transition Plans

Knox County, TN – ADA Self-Evaluation and Transition Plan. Assessment of 115 buildings and 50 parks for compliance with federal accessibility requirements.

Steven Lewandowski, RAS

Denton, TX – ADA Self-Evaluation and Transition Plan. Assessment of over 100 buildings and parks for compliance with state and federal accessibility requirements.

Contact

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PARTNER

Mandy Register, ADAC
Project Manager

Education

Bachelor of Science in Political Science, Florida State University

Bachelor of Science in International Affairs, Florida State University

Certification in Urban and Regional Planning, Florida State University

Registrations

ADA Coordinator Certification (ADAC)

Training

National ADA Symposium
Accessible Swimming Pools and Spas
Accessible Means of Egress
ADA and ABA Standards: Recreation Facilities
ADA and ABA Standards: Built-in Elements
ADA Requirements in Assembly Areas
Department of Justice ADA requirements for Title II entities
Recreation and Outdoor Developed Areas
Accessibility in the Federal Workspace
Self-Evaluations and Transition Plans
Accessible Residential Facilities
Accessible Detention and Correctional Facilities
Fair Housing Act

Highlights

11 years of compliance and accessibility experience as it relates to the Americans with Disabilities Act (ADA)
11 years of experience completing ADA Compliance Reviews

Experience Summary

As a Project Manager Mandy's responsibilities include planning, executing, and finalizing projects according to deadlines and within budget. Projects are focused on compliance with the Americans with Disabilities Act (ADA).

Mandy brings more than 11 years of compliance and accessibility experience to the team and is a certified ADA Coordinator. In the past several years she has helped numerous entities with the development of their self-evaluations and ADA transition plans. Her experience includes conducting field evaluations documenting ADA compliance and deficiencies in facilities, parks, and trails. Completing ADA compliance reports of facilities, park, and trails. Conducting program, services, and activities (PSA) reviews for ADA compliance and documenting findings in compliance reports.

Mandy Register, ADAC

Project Experience

ADA/FHA/Section 504 Reviews. Mandy has completed numerous Accessibility Reviews for properties throughout the United States. Projects of note include the review of a large regional shopping centers in Long Island, New York and the greater Washington D.C. area; large hotels in Orlando, Florida and Key Largo, Florida; Fair Housing Amendments Act review for multi-family properties in Brooklyn, New York and Charlotte, North Carolina.

ADA Self-Evaluations and Transition Plans. Mandy has helped with the development of numerous self-evaluations and ADA transition plans by conducting field evaluations, completing ADA compliance reports, and conducting program, services, and activities (PSA) review. Projects of note include municipalities and institutions of higher education in Florida, Louisiana, Nevada, New Mexico, Tennessee, and Texas.

Construction Monitoring Services. Mandy performed periodic site reviews of construction projects for mixed use and multi-family projects. Project of note includes a 129-unit residential project in Atlanta, Georgia.

Contact

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PARTNER

Thomas E. Robb, AIA, RAS, CCM
Senior Assessor

Education

Bachelor of Architecture, University of Arkansas, Fayetteville, AR

Registrations

Registered Architect, Texas
Registered Accessibility Specialist, Texas
Certified Construction Manager, Construction Manager Certification Institute

Training

OSHA 30-hour Construction Safety & Health

Highlights

Over 40 years of experience in construction management, architecture, and commercial real estate development
10 years of experience in accessibility, construction risk, and property condition assessments
Numerous Accessibility assignments including Compliance and Construction Document Reviews, Construction Progress Monitoring Assessments, and preparing Section 504 – Self Evaluation Transition Plans and Barrier Removal Plans including hotels, multi-family, shopping centers, banks, warehouse, self-storage, and medical projects
Numerous Construction Risk Management assignments including Document and Cost Reviews, Contractor Evaluations, Construction Progress Monitoring, and Cost to Complete with an emphasis on Freddie Mac, Fannie Mae, and Affordable Housing LIHTC projects
Hundreds of Property Condition Assessments including HUD, Freddie Mac and Fannie Mae
Limited Phase I Environmental Site Assessments

Experience Summary

Mr. Robb has over 40 years of experience in the design, construction, and development of commercial properties and is a Registered Architect, Registered Accessibility Specialist, and Certified Construction Manager. These credentials uniquely qualify Mr. Robb to provide multi-discipline solutions within Partner Engineering and Science, Inc.'s (Partner), PAC Equity Accessibility, Building, Construction, and Investment Advisory Service Groups. He conducts Accessibility Plan Reviews, Document and Cost Reviews, Contractor Evaluations, Construction Monitoring, Construction Quality Control, and Cost to Complete Analysis. Mr. Robb's due diligence deliverables include Property Condition Assessments on Equity, HUD, Fannie Mae, Freddie Mac, and range of other client specific assignments.

Prior to joining Partner in 2013, Mr. Robb completed several hundred million dollars of construction and renovation projects performing as Director of Construction Administration (Architect), Director of Design and Construction (Design-Build General Contractor), and Construction Project Manager (Real Estate Developer and Program Manager).

Accessibility Assessments

Mr. Robb has been involved in hundreds of accessibility assessments for a multitude of property types, and has been responsible for ensuring that projects comply with current ADA, FHAA, UFAS, UBC, ASTM, and

ANSI standards on projects throughout the U.S., as well as state and/or local accessibility codes in California, Texas, South Carolina, Wisconsin, New Jersey, Iowa, Georgia, Tennessee, and Kansas. Assessments have included Barrier Removal Plans, some including close coordination with Department of Justice officials, ADA Compliance Reviews, Accessibility Construction Document Reviews, Accessibility Construction Progress Monitoring Reports and Section 504 – Self Evaluation Transition Plans.

Construction
Mr. Robb has extensive hands-on experience taking ownership of due diligence deliverables through project completion. He has led design and construction teams for two international Fortune 500 companies working in the capacity as Design-Builder and Program Manager on retail, restaurant, office, educational, industrial, and manufacturing projects. As a Partner and Director of Construction Administration, he led teams providing construction administration services for a Dallas architectural firm specializing in Class A office buildings and hospitality/resort projects. As a Project Architect for the Dallas-based, international architectural firm, HKS, Inc., he led teams in the production of construction documents on acute-care healthcare projects located in Texas and Utah.

Project Experience

Accessibility Assessments

Villa St. Joseph, Orange, California. Construction Document Review of a California funded housing project for compliance with federal accessibility standards, California Building Codes Chapters 11A and 11B, and various California funding sources. The project was a planned renovation of a 66,160 square foot multi-family residential project constructed in 1958 including 50 dwelling units.

Enterprise Center, Oakhurst, California. Quality Control for an ADA Title III Compliance Review of 45 industrial/retail/automotive medical buildings with a total of 200,900 square feet and located on 36.59 acres.

Nut Tree Plaza, Vacaville, California. Quality Control for an ADA Title III Compliance Review of a shopping center consisting of 16 buildings with a total of approximately 371,524 gross leasable area, and with 1,601 parking spaces, including 48 designated accessible parking spaces.

Driskill Hotel, Austin, Texas. ADA Title III Compliance Review of an historic hotel comprised of a four-story building constructed in 1886 and a twelve-story tower constructed in 1930, and with a total of 189 guest rooms and 171,998 gross square feet.

Hilton Orlando Buena Vista, Orlando, Florida. ADA Title III Compliance Review of a resort hotel comprised of two buildings that include seven towers up to 27-stories, 1,011 guest rooms, 108,000 square feet of meeting space, and totals a gross building area of nearly one million square feet. The site is also improved with multiple resort pools, a recreation area, and ample surface parking.

Summit Woods, Lee's Summit, Missouri. ADA Title III Compliance Review of a shopping center consisting of six buildings with a total of approximately 793,000 gross leasable area, and situated on 87 acres with 2,669 parking spaces, including 72 designated accessible parking spaces.

DoubleTree by Hilton Downtown Nashville, Nashville, Tennessee. ADA Title III Compliance Review of a 13-story hotel consisting of 341 guest rooms, restaurant, lobby bar, indoor swimming pool, outdoor bar and grill, an on-site Starbucks, a fitness center and garage parking providing 102 spaces.

Hilton Dallas Park Cities Hotel, Dallas, Texas. ADA Title III Compliance Review of an 11-story hotel consisting of 224 guest rooms, restaurant, lobby bar, rooftop swimming pool, sundry shop, business center, fitness center, and garage parking providing 255 spaces.

Albuquerque Sheraton Airport Hotel, Albuquerque, New Mexico. ADA Title III Compliance Review of a 15-story hotel consisting of 276 guest rooms, two restaurants, swimming pool, 12,000 square feet of banquet flex-space, fitness center, and surface parking providing 368 spaces.

Wilder, Austin, Texas. ADA Title III Compliance Review of a new 474,248 square foot multifamily residential development consisting of 16 residential buildings containing 381 dwelling units and a clubhouse.

Construction Risk Management

Block 40, Hollywood, Florida. Document and Cost Review of a 22-story, 563,653 square foot residential tower building consisting of 103 hotel guestrooms and 170 residential units.

646 N Michigan Avenue, Chicago, Illinois. Document and Cost Review of the renovation of an existing 5-story 47,410 square foot building into a new concept "Roastery" for Starbucks.

St. John's Square, San Antonio, Texas. Freddie Mac Preconstruction Analysis Report of an 8-story 409,195 square foot 252 apartment building with an 8-story precast concrete garage structure.

Biltmore Towers, Dayton, Ohio. Fannie Mae Rehabilitation Work Evaluation Report for the rehabilitation of an existing 17-story 317,836 square foot building, containing a total of 230 dwelling units.

Robert Graham at Orchard Hill Landing, Milledgeville, Georgia. Freddie Mac Preconstruction Analysis Report of the renovation and new construction of an existing residential community of one-story single-family, duplex, and triplex residential buildings to provide 171 affordable housing units totaling 153,500 net rentable square feet.

Bellevue Gateway, Bellevue, Washington. Document and Cost Review for the development of a 595,252 square foot, 11-story mid-rise building consisting of 370 multi-family units, 21,405 square feet of retail space, and four levels of below-grade parking providing 603 spaces.

CORE5 Logistics Center, McKinney, Texas. Construction Progress Monitoring of two warehouse buildings containing a total of 431,710 square feet.

The Beckley, Dallas, Texas. Construction Progress Monitoring of the construction of a new 406,172 square foot multifamily residential development consisting of a 5-story wood-framed apartment building containing 340 dwelling units, wrapped around a pool courtyard and an attached, 7-level concrete parking garage.

Program Management

2007 Fort Worth ISD and 2008 Dallas ISD Bond Program. Managed the contracting, scheduling and all activities of the architects, consultants and contractors, from pre-design through close-out. Projects consisted of completing K-12 school renovations and additions at 25 campuses in Dallas and Fort Worth.

General Contractor/Developer

Flextronics International, Plano, Texas. Managed the design, construction, and close-out in the capacity of Project Manager for a general contractor/developer, while also managing the overall $60 million+ development which included another developer and contractor. Mr. Robb was the lead Construction Manager for all stakeholders which he accomplished by administrating a shared portal site and conducting weekly on-site meetings for a team consisting of two developers, Flextronics representatives, project managers, superintendents, architects, and various consultants. The project was successfully completed on time and within budget, and consists of four manufacturing/office buildings on four contiguous parcels owned by the two developers, resulting in the creation of one cohesive manufacturing and office campus for Flextronics International.

Affiliations

American Institute of Architects
Construction Management Association of America

Contact

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PARTNER

Jennifer Yee, CASp
Project Manager – Accessibility

Education
San Diego State University, San Diego, CA, Mechanical Engineering Studies

Registrations
Certified Access Specialist (CASp) program - California

Training
CASp 101: Certification and Practice, DIVISION OF STATE ARCHITECT
2013 CBC Amendments – Accessibility, DIVISION OF STATE ARCHITECT
CASp Code Discussion Group, Ongoing – DIVISION OF STATE ARCHITECT
ADA Training, EVAN TERRY ASSOCIATES
Stepping Thru Accessibility Webinar: The Existing Building-Access Within and Without – CASI (Certified Access Specialists Institute)
Multiple Webinars, Ongoing, ACCESSIBILITY ONLINE
Partner Engineering and Science - Certified Roofing Professional Program (December 22, 2023)

Highlights
- 19 years ADA surveying field work
- 12 years surveyor trainer
- 11 years ADA report writing
- Years of site assessment experience with various property types:
  - 15 years, Restaurant Establishments
  - 14 years, Retail Properties
  - 5 years, Medical Facilities
  - 8 years, Hotels/Resorts
  - 4 years, Multi-Family Dwelling
  - 2 years, Library of Congress
  - 1 year, Utility Facilities, Museums, Funeral Homes/Cemeteries, Misc.
  - 1 year, Title II City Facilities
- 5 years proposing estimates
- 2 years plan reviews

Experience Summary
As an accessibility project manager, I manage the project from the initial client contact to the delivery of the final product. This involves identifying a client's needs, developing the proper scope of work for the project, and managing the project throughout to its completion. Most projects involve assessing a property and producing a report that identifies the property's architectural barriers for people with disabilities and offers possible solutions for removing those barriers. Other projects involve developing tailored ADA training sessions. Throughout either process, I guide the client where needed to help them navigate their ADA path. Due to my diverse and extensive experience with various types and sizes of properties, clients can have full confidence in my ability as their partner for the project.

Jennifer Yee, CASp

Throughout the years I have become well versed in both the current federal ADA Standards, the portions of the building codes that pertain to accessibility, and multifamily residential codes and regulations. I have developed and continue to develop my skillset from assessing properties ranging from small 700 square feet restaurants in strip malls to large mixed-use multi-family residential properties to the vast multi-million square feet government establishments. Numerous attorneys and architects have also called upon me to utilize my expertise to assist them in their ADA cases/projects.

Project Experience

Architect of the Capital, Library of Congress, Washington, DC - Barrier Removal Surveys (approx. 1 million sq. feet), Surveyor Trainer

J .Paul Getty Trust, Getty Museum and Getty Villa, Westwood and Malibu, CA - Barrier Removal Surveys (approx. 1.2 million sq. feet and 105,500 sq. feet)

Kaiser Permanente Medical Facilities, throughout CA -Barrier Removal Surveys (approx. 1 million sq. feet), Surveyor Trainer

CVS Caremark, Facilities Nationwide -Barrier Removal Surveys (approx. 2.5 million sq. feet), Project Coordination, Surveyor Trainer

International Hotels and Resorts, Facilities Nationwide - Barrier Removal Surveys (over 1.5 million sq. feet)

Residential Multi-Family Real Estate Properties, Nationwide - Barrier Removal Surveys (over 1.5 million sq. feet)

Commercial Retail and Office Facilities, throughout Southern CA -Barrier Removal Surveys and report (over 1.5 million sq. feet)

Sutter Health, throughout Northern CA -Barrier Removal Surveys (approx. 500,000 sq. feet), Quality Assurance, Surveyor Trainer

Partners Healthcare, Boston, MA -Barrier Removal Surveys (approx. 300,000 sq. feet), Surveyor Trainer

Restaurants, California (Confidential) - Barrier Removal Surveys (over 200,000 sq. feet)

Cemeteries and Funeral Homes, San Diego, CA (Confidential) - Barrier Removal Surveys (approx. 200,000 sq. feet)

Pacific Gas & Electric Facilities, CA - Barrier Removal Surveys (approx. 100,000 sq. feet)

Parks and Facilities, City of Yuma, AZ - Barrier Removal Surveys (approx. 30 Acres)

Contact

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PARTNER

Jacob Wegleitner
Senior Project Manager, Principal

Education
Bachelor of Science-Environmental Science/Engineering (University of Minnesota-Duluth)

Registrations
Minnesota Asbestos Inspector #AI12231

Training
OSHA 40-Hour HAZWOPER

Highlights
Over 10 years of experience in the construction industry
Over 8 years of experience in commercial real estate due diligence including Phase I and Phase II Environmental Site Assessments (ESAs), Property Condition Assessments (PCAs), Construction Progress Monitoring, and Asbestos Surveys
Completed over 400 Phase I ESAs, PCAs and Physical Needs Assessments (PNAs)
Experience performing Fannie Mae ESAs and PNAs

Experience Summary
Mr. Wegleitner serves as a Senior Project Manager and Principal for Partner Engineering and Science, Inc. (Partner), performing Phase I and Property Condition Assessment technical reviews in line with the American Society of Testing and Materials International (ASTM) standard and United States Environmental Protection Agency's All Appropriate Inquiry as well as numerous customized client formats. Mr. Wegleitner's areas of expertise include Phase I & Phase II ESAs, PCAs, and Construction Services.

Mr. Wegleitner is currently geared towards client management, project oversight, and technical report reviews for various asset types, financing situations, and equity investment opportunities.

Mr. Wegleitner has become proficient in completing and reviewing Fannie Mae ESAs and PNAs under the new Fannie Mae guidelines as well as multiple State agencies for low income housing and tax credit projects.

Mr. Wegleitner has performed hundreds of Phase I ESAs and PCAs site assessments and corresponding reports as the onsite assessor and/or senior reviewer. Quality control of detailed report descriptions, report conclusions and recommendations, and direct client interaction and debriefing are Mr. Wegleitner's strengths of service.

Project Experience
Building Science/Construction

Project Management of 18-site Industrial Portfolio, Upper Midwest and Texas. Managed, reviewed, and delivered 18 Property Condition Assessments conforming with ASTM E2018-08 for a joint venture of national and international clients. The subject sites ranged from single building to multi-building sites ranging in size from 50,000 to over 200,000 square feet of floor space.

Property Condition Assessment, Capella Tower, Minneapolis, Minnesota. Conducted an equity/owner level Property Condition Assessment on a 56-story office tower conforming with ASTM E2018-15 guidelines. The

subject building consisted of approximately 1.5 million square feet of rentable area with three floors of retail/restaurants, 33 elevator cars, and extensive HVAC system.

Construction Progress Monitoring, New Construction, Venue at Dinkytown, Minneapolis, MN. Conducted ongoing on-site construction progress monitoring assessments at the $25-millon construction of the Venue at Dinkytown near the University of Minnesota campus. The property included sub-grade parking, first floor retail, and five-stories of luxury apartments. Recorded, verified, and quantified construction schedule and project budget adherence, as well as the quantity and quality of the completed work. Provided review of contractor payment request documentation in order to verify accuracy of reported percentage of completion and requested amount of contract sum.

Environmental/Subsurface

Project Management of a Multi-Site Industrial Portfolio in the Upper Midwest. Managed, reviewed, and delivered a portfolio of four industrial sites in the upper Midwest for acquisition by a local client. The portfolio included a site previously contaminated with tetrachlorethylene (TCE) in soil and groundwater and subsequently closed by the Illinois EPA (ILEPA). At the time of the closure, the ILEPA did not regulate indoor inhalation (vapor intrusion), which is currently part of the Tiered Approach to Corrective Action Objectives (TACO). Based on previous data, the property was believed to exceed the current TACO levels for vapor intrusion. Partner recommended additional investigation and possible implementation of a vapor mitigation system to prevent liability.

Phase I Environmental Site Assessment and Phase II Investigation, Pipestone, MN. Conducting a Phase I ESA, Mr. Wegleitner identified a gas station on the subject property (current fast food restaurant) until the mid-1980s; however, no tank records were identified. Mr. Wegleitner and Partner proceeded with Ground Penetrating Radar and Phase II Subsurface Investigation consisting of four soil and groundwater probes in suspected areas of the USTs and former pump islands. Significant soil and groundwater impacts were encountered. Per Minnesota regulations, Partner contacted the MPCA in order to report a release within 24-hours of discovery and Partner recommended that the property owner contact his attorney and the MPCA to direct him further. No previous ESA was conducted prior to the current owner purchasing the property and may be considered liable for the release.

Phase I Environmental Site Assessment, Top Golf, Miami Gardens, FL. Managed the Phase I ESA for the undeveloped land prior to acquisition and construction. Upon completion of their new 65,000 SF facility, Partner then provided TopGolf and a real estate REIT with Property Condition Assessment services for the sale leaseback of the facility. Partner's Property Condition Assessment was then used by the REIT to help negotiate obligations (NNN) and asset management of the facility throughout the lease term.

Contact

jwegleitner@partneresi.com

ECS Midwest, LLC

Proposal for Accessibility Consulting Services
City of De Pere ADA Facility Audit
27 Municipal Buildings, De Pere, Brown County, Wisconsin 54115

Prepared for City of De Pere
De Pere, Wisconsin

ECS Proposal Number 52:2408-P

July 29, 2024

July 29, 2024

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

Reference: Proposal forAccessibility Consulting Services
City of De Pere ADA Facility Audit
27 Municipal Buildings, De Pere, Wisconsin 54115
ECS Proposal No. 52:2408-P

Dear Mr. Delo:

ECS Midwest, LLC (ECS) is pleased to provide the following proposal for performing Accessibility Consulting Services in response to the City of De Pere Request for Proposal for the Americans With Disability Act (ADA) Facility Audit 2024. Our proposal contains a summary of relevant information as we understand it, a project schedule, and the estimated fees for completion of the proposed services. ECS has extensive experience in accessibility consulting services. Our approach, combining industry knowledge with innovative solutions, positions us to meet the requirements and expectations in your RFP. Our proposal contains a detailed review of our methodology for assessing the accessibility of the subject properties. We are committed to providing a comprehensive, fixed-fee proposal that promotes clarity, transparency, and predictability throughout the project lifecycle. Enclosed, you will find a comprehensive outline of our proposed services, a list of similar projects we have completed, as well as the qualifications of the principal and staff assigned to this project. ECS is equipped to deliver quality service and valuable insights for this project.

We appreciate the opportunity to be of service to you on this important project. If you have any questions or comments concerning this proposal, please do not hesitate to contact us.

ECS Midwest, LLC

Daniel Krzeczkowski
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1.0 FIRM HISTORY AND GENERAL EXPERIENCE

1.1 About Our Company

Founded in 1988 in Chantilly, VA, Engineering Consulting Services (ECS) operates in more than 85 locations throughout the Mid-Atlantic, Midwest, Pacific, Southeast and Southwest. Utilizing the strengths, experience and expertise of more than 2,700 staff across the company, ECS is able to save our clients time and money. As one of the largest and most rapidly growing engineering and consulting companies in the US, we are currently ranked 61 in Engineering News-Record's Top 500 Design Firms (April 2023) and number two in Zweig Group's 2023 Hot Firms (June 2023).

1.2 ECS Footprint

Whether your project requires local project management, specialty expertise or both, we have you covered. ECS provides the best of both worlds - the attention your projects deserve from our local team, coupled with abundant staffing and technical resources. With over 2,700 employees, ECS has grown to more than 85 locations spread across the MidAtlantic, Midwest, Southeast, Southwest and Pacific.

1.3 ECS Value

ECS specializes in developing and implementing comprehensive review and assessments of Accessibility for Contractors, GC's, Architects, Owners, Owners' Reps, Property Management Professionals, Portfolio Directors, Campus/National Property Managers, and CM's across the country. These type of programs involve customizing review and inspection protocols of new construction, renovation, and retrofit projects. ECS presents subjects Nationally on Accessibility Consulting, Design, and Inspections. Our experience combined with our extensive technical consulting background provide a basis for helping clients solve problems.

1.4 Expert Knowledge

Our goal is to always provide highly qualified and dedicated professionals who possess ample experience and a positive track record responding to accessibility services. This is where ECS excels. Our team's experience and reputation consist of key attributes that our team consistently brings to our contracts. These attributes result in project excellence and successful service delivery time after time.

- Commitment of our team's project managers to proactively seeks ways to improve knowledge processes and project delivery, hence achieving ultimate quality services for this contract.
- Willingness and ability to respond to your requirements and changing project needs expeditiously by being a good listener.
- Strong and hands-on project managers who do "whatever it takes" to ensure project success and client satisfaction.
- Timely and accurate project reporting.

Identifying individuals capable of committing ECS to the proposed project involves connecting with personnel possessing the necessary expertise. Professional Engineers, Registered Architects, project managers, engineers-in-training, code experts, and specialized technicians, all holding professional certifications in their respective domains, compose the ECS Facilities Group. Our capabilities encompass a wide spectrum, including Facilities Condition Assessments/Property Condition Assessments, Building Envelope Commissioning, Structural Investigations, Specialty Testing, ADA Compliance Assessments, Third Party Plan Reviews, Code Compliance Inspections, and Roofing and Waterproofing Services. This comprehensive array equips clients with diverse geographical resources and personnel primed to cater to specific project requisites, irrespective of their physical location. ECS offers substantial support for projects needing facility consulting services, as outlined in the subsequent overview of our personnel (located in the Appendices).

1.5 Projects with Similar Scope

In response to the RFP for Accessibility Consulting Services, we are pleased to showcase our firm's expertise through a selection of projects, followed by a list of projects, that closely align with the scope and complexity outlined for this project (the selection of projects and list are provided in the Appendices as well as references). Spanning diverse sectors such as healthcare, senior housing, residential, and commercial properties, these projects serve as a testament to our ability to deliver comprehensive building assessments, critical maintenance solutions, and strategic consultancy services. Each project exemplifies our methodical approach, precision in execution, and unwavering commitment to meeting our clients' objectives with diligence and expertise. As we present our experience in these analogous assignments, we affirm our confidence in providing high-value consulting services in support of this project.

1.6 Communication

Communication is a key to success on a project. Throughout the project personnel are assigned to the project will provide preliminary information and updates on the project. Our team understands that any concern or problem condition identified in the field must be relayed to the design team in a timely and effective manner. Recommendations to handle noted deficiencies, foreseeing the potential for delays, and the need to prepare for project contingencies will be relayed. This allows you to evaluate an appropriate course of action and determine if changes to the planned development are warranted. Our team will provide cost-effective, professional, and practical solutions to help meet project goals.

1.7 Timely Completion and Cost Control

Our team has a history of successful schedule and budget compliance, which is a direct result of attention to project planning, staffing projects appropriately, solid project management, good communication among our team members, and depth of available technical and professional staff resources. Our team analyzes every project at the time we propose our fee to determine if the schedule is sufficient for the work defined. Our team's key personnel have a variety of tools and resources to track schedules, staffing levels and project budgets to facilitate management of the project. If it is ever determined that a project schedule is tight, we will work with you to develop an approach and detailed schedule that can meet the requirements.

2.0 PROJECT INFORMATION AND SCOPE OF SERVICES

2.1 Project Description

ECS understands the City of De Pere, Wisconsin has 27 buildings that house a variety of uses and with varying levels of general public access. Please refer to the appendicles for information provided as Exhibit A in the RFP. City of De Pere has requested ECS to perform an Assessment for Title III (Public Accommodations) of the Americans with Disabilities Act for the properties.

2.2 Scope of Services

ECS will meet with City staff to review study objectives. ECS will conduct a review of the building and grounds for general compliance with the requirements of the 2010 ADA, Title III (Public Accommodations) provisions relative to their use as, or related to, public accommodations.

ECS will conduct a survey using a checklist based on the ADA Checklist for Readily Achievable Barrier Removal developed by the New England ADA Center, a project of the Institute for Human Centered Design.

ECS will identify and prioritize existing and proposed improvements that are not in accordance with the above-referenced codes as follows:

1. Physical access to the property,
2. Physical access through the building, including to areas of commerce and public accommodation,
3. Physical access to public restroom facilities,
4. Removal of remaining barriers to physical access.

The report will include:

1. Remedial options for compliance,
2. Cost estimates, and
3. Priorities for completion of proposed modifications.

Reporting

ECS will issue a draft report in PDF format for your review, that will include photographs of conditions observed.

After your review of the draft report, a final written report will be prepared. The final report will include an executive summary of ECS's findings and recommendations, and the survey results for the building. Appendices will be included that contain the summary checklists. The report will be provided in PDF format. Where financial implications are connected with problem areas observed, opinions of costs for recommended actions will be provided with priorities for completion.

A spreadsheet showing the recommended modifications , costs, and priorities of the assessed properties will be presented with the report at a meeting of the City's ADA team and City Council.

2.3 Limitations

The review of ECS will be restricted to the building and site features of the existing property affecting accessibility and will not include aspects dealing with state and local building, structural, mechanical, electrical, and plumbing codes.

2.3.1 Limitations and Assumptions

ECS has made the following assumptions in developing this proposal:

- Prices presented herein are valid for 120 days from the date of this proposal.
- If requested, ECS can provide reliance letters for our reports. Future reliance offered by ECS would be bound to the same contracted Terms and Conditions of Service agreed to between City of De Pere and ECS.

2.4 Safety

ECS personnel are responsible for their own personal safety. While on site, if ECS personnel deem a condition is unsafe and observations cannot be completed, you will be notified of the unsafe condition. ECS personnel will not proceed further with observations in that area until the unsafe condition is corrected.

3.0 PROJECT FEES AND SCHEDULE

3.1 Project Fees

ECS will provide the proposed scope of services for the **lump sum of $78,850.00,** broken out as follows:

SmartTable

Description	Quantity	Unit Rate	Total
Travel Time	16	$175.00/HR	$2,800.00
Lodging Allowance	10	$150.00/EA	$1,500.00
Misc. Allowance	10	$15.00/EA	$150.00
Per Diem	10	$50.00/EA	$500.00
Mileage	1000	$0.75/Mile	$750.00
Inspection	74	$175.00/HR	$12,950.00
Report	222	$175.00/HR	$38,850.00
Review	54	$275.00/HR	$14,850.00
Meeting Allowance	1	$6,500/LS	$6,500.00
		TOTAL	$78,850.00

ECS will proceed with the scope of services upon receipt of written authorization.

For additional services requested beyond the original scope of work, the following schedule of fees will be utilized for additional services upon request:

SCHEDULE OF FEES FOR ADDITIONAL SERVICES		
Professional Service or Expense		**Rate**
Principal Engineer/Architect		$275.00/hour
Senior Project Engineer/Architect/Manager/ Associate		$225.00/hour
Project Engineer/Architect/Manager/Associate III		$175.00/hour
Staff Project Engineer/Architect/Manager/ Associate II		$140.00/hour
Field Engineer/Architect/Manager/Associate I		$120.00/hour
Field Facilities Technician		$95.00/hour
CAD Draftsman/Designer		$90.00/hour
Clerical/Administrative Staff		$75.00/hour
Mileage		$1.00/mile

Report Hard Copies and Meetings

Hard copies of the report can be provided at cost. Meetings (both on site and at ECS's office) will be invoiced on a time and materials basis. Meetings after typical office hours (Monday through Friday 8 am to 5 pm) will be invoiced at 1.5 times the normal rate.

3.2 Project Schedule

ECS will proceed with the scope of services as stated above upon receipt of written authorization. The quoted price is based on a period of performance of 90 days after receipt of order. Draft reports will be issued within 60 days after completing field visits. If comments are not made within 30 days, the draft report will be considered acceptable to the client and a final report will be summitted to the client. Please note ECS cannot begin field activities until we receive a signed copy of the attached Proposal Acceptance Form. If this schedule does not meet your needs, please contact us.

An escort is requested for the time that we are present on the site and for entrance to interior portions of the building. Please also provide any information regarding ADA, such as recently completed improvements, planned improvements, budgets, etc.

If other items are required because of unexpected field conditions encountered in ECS fieldwork, or because of a request for additional services, they would be invoiced in accordance with ECS's current Fee Schedule. Before ECS modifies or expands the scope of services, you would be informed of the intentions for both your review and authorization.

4.0 PROPOSAL ACCEPTANCE

Attached to this proposal and an integral part of the proposal, are the "Terms and Conditions of Service" by ECS. These terms and conditions represent the current recommendations of the Geoprofessional Business Association (GBA), the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

ECS's insurance carrier requires to have a signed contract prior to the release of any information. This letter is the agreement for the services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to ECS.

PROPOSAL ACCEPTANCE FORM	
ECS Proposal Number	52:2408-P dated July 29, 2024
Scope of Work	Accessibility Consulting Services: $78,850.00
Location	27 Municipal Buildings, De Pere, Wisconsin
CLIENT INFORMATION	
Signature - Authorized Representative for Entity Responsible for Payment	
Print or Type Name of Client and Company	
Date of Execution	
Proposal Addressee - Name	Mr. Lawrence Delo
Proposal Addressee - Company	City of De Pere
INVOICE INFORMATION Please Print or Type Below if Invoice Addressee Different Than Proposal Addressee or Special Invoicing Instructions	
Invoice Addressee - Name	
Invoice Addressee - Company	
Invoice Addressee - Street Address	
Address	
Invoice Addressee - City, State, Zip Code	
Invoice Addressee - Email	
Invoice Addressee - Phone Number	
Purchase Order Number	
Client Project/Account Number	
Pay Application Required	

5.0 TERMS AND CONDITIONS

Attached to this proposal and an integral part of the proposal, are "Terms and Conditions of Service" by ECS. These terms and conditions represent the current recommendations of the Association of Soil and Foundation Engineers, the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

ECS's insurance carrier requires to have a signed contract prior to the release of any information. This letter is the agreement for the services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to ECS.

Terms and Conditions of Service

The professional services (the "Services") to be provided by ECS Midwest, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and City of De Pere (Client).

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants.

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S, agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of

Terms and Conditions of Service

Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT and CLIENT's Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $50,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees,

Terms and Conditions of Service

agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

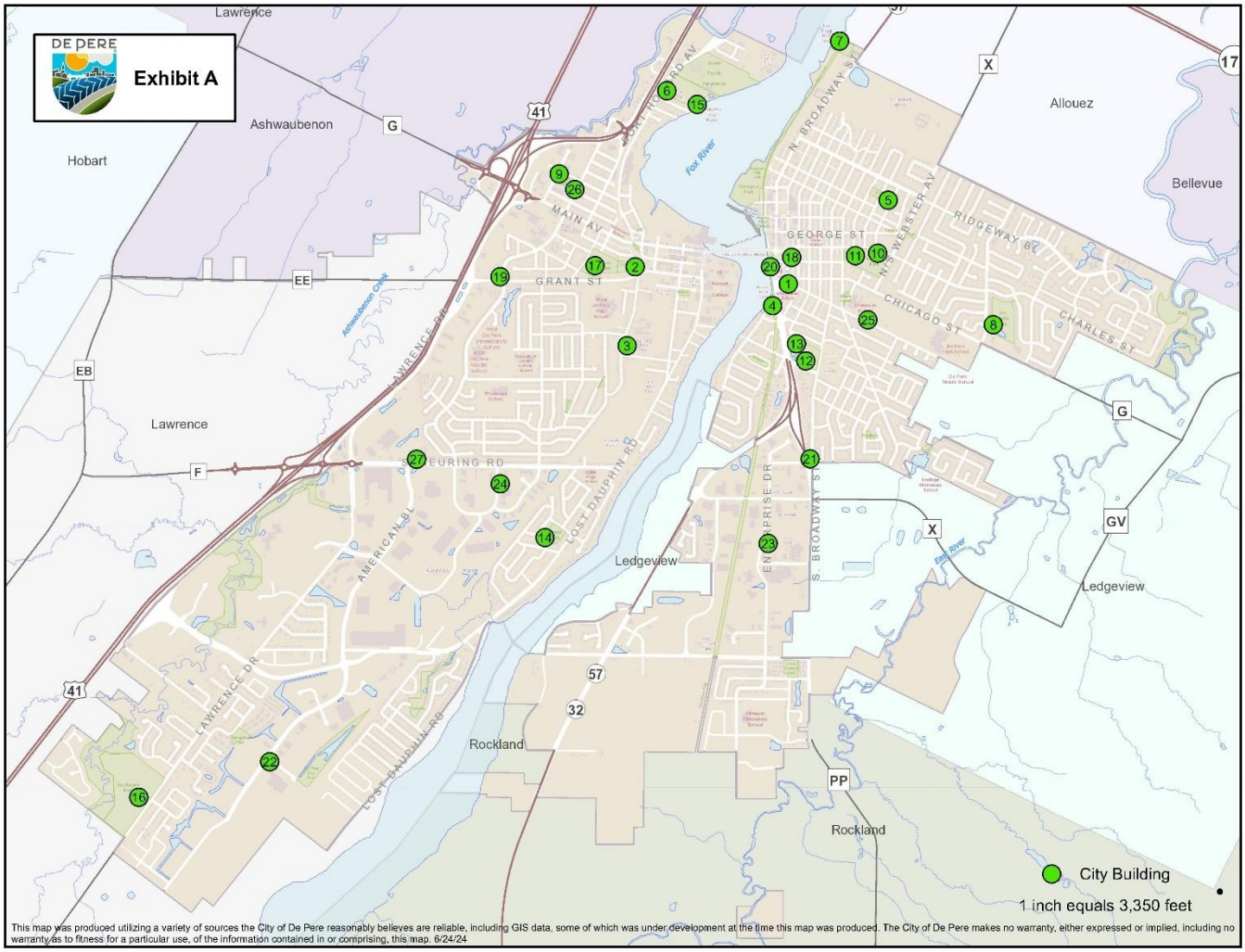
30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

Ver. 06/14/13

Appendix I: Exhibit A


DE PERE
Exhibit A
Lawrence
Ashwaubenon
Hobart
Allouez
Bellevue
Lawrence
Ledgeview
Rockland
Rockland
Ledgeview
MAIN AV
GRANT ST
GEORGE ST
CHICAGO ST
RIDGEWAY BL
CHARLES ST
N. BROADWAY ST
S. BROADWAY ST
LAWRENCE DR
LOST DAUPHIN RD
AMERICAN BL
ENTERPRISE DR
Fox River
City Building
1 inch equals 3,350 feet
This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map. 6/24/24

	City Building	Address	Size/Sq Footage	Year Built or Established	Occupied As
Main City Buildings					
1	City Hall	335 S. Broadway St	24,000 sq ft* Three levels	1969 – Original 2000 – Addition	Administrative offices for City
2	Community Center	600 Grant St	18,000 sq feet	1999	Public building used for recreational programs and services
3	Municipal Service Center	925 S. Sixth St	87,040 sq ft – Main 10,800 sq ft – Detached storage building 5,500 sq ft – Salt shed	1981 – Original 1999 - Addition	Operations center for Public Works, Engineering, Water, and Parks
Parks					
4	Bomier Boat Launch Restroom	700 Fox River Dr	600 sq ft	1998*	Public Restroom
5	Braisher Park Shelter	630 N. Winnebago St	700 sq ft	1976 – Original 2014 - Remodel	Public shelter and restroom
6	De Pere Ice Arena	1450 Fort Howard Ave	29,000 sq ft*	1974	Ice Arena
7	Fox Point Boat Launch Restroom	1075 N. Broadway S	550 sq ft	1992*	Public Restroom
8	Jim Martin Restroom	255 Libal St	700 sq ft	2005*	Public Restroom
9	Kelly Danen Concession/Restroom	931 Cedar St	1,100 sq ft	1983*	Concession stand and public restroom
10	Legion Parkee Building	1212 Charles St	450 sq ft	2011	Parkee Building
11	Legion Pool Building	1212 Charles St	4,200 sq ft	1972	Public Pool
12	Optimist Concession Building	801 Cook St	2,400 sq ft	2003*	Concession building
13	Optimist Restroom	801 Cook St	580 sq ft	1999	Public Restroom
14	Patriot Park Shelter/Restrooms	1101 Colleen Ln	900 sq ft	1983*	Public shelter and public restroom
15	Perkofski Boat Launch Restroom	1500 Fort Howard Ave	700 sq ft	2004*	Public Restroom
16	Southwest Park Shelter/Restrooms	2472 Lawrence Dr	2,100 sq ft	2008	Concession stand and public restroom
17	VFW Octagon Building	730 Grant St	1,400 sq ft	1997*	Public shelter and restroom
Public Safety					
18	Fire Station #1	400 Lewis St	6,588 sq ft – Main 5,400 sq ft – Lower 3,250 sq ft – Garage	1964 – Original	Operations of City Fire Station
19	Fire Station #2	1180 Grant St	2,458 sq ft – Main 2,458 sq ft – Lower 2,100 sq ft – Garage	1972 – Original 2016 – Remodel	Operations of City Fire Station
20	Police Station	325 S. Broadway St	20,000 sq ft* Two levels	2001 - Remodel	Administrative offices for Police Dept.
Public Works					
21	CBCWA Station: DP2 Erie	1250 S. Erie St	455 sq ft	2007	Water Authority station
22	CBCWA Station: DP5 American	1451 Biotech Wy	688 sq ft	2007	Water Authority station
23	Enterprise Pump Station	1851 Enterprise Dr	891 sq ft	1969	Well/Reservoir
24	Matthew Tower	1725 E Matthew Dr	*Unknown*	1986	Water tower
25	Merrill Pump Station	1501 Merrill St	992 sq ft	1960	Well/Reservoir/Tower
26	Ninth St Pump Station	315 N Ninth St	*Unknown*	1960	Well/Reservoir/Tower
27	Scheuring Pump Station	1340 Scheuring	960 sq ft	1978	Well/Reservoir

Appendix II: Certificate of General Liability

ECSMIDW-01

B 11.c

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Randi L. Swisher	
The Andersen Insurance Group 14026 Thunderbolt Place Suite 200 Chantilly, VA 20151	PHONE (A/C, No, Ext): (703) 988-0900	FAX (A/C, No): (703) 988-9498
	E-MAIL ADDRESS: info@theandersengrp.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
ECS Midwest, LLC 14026 Thunderbolt Place Suite 700 Chantilly, VA 20151	INSURER A : Cincinnati Insurance Company	10677
	INSURER B : Bankers Standard Insurance Company	18279
	INSURER C : Federal Insurance Company	20281
	INSURER D : ACE American Insurance Company	22667
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab X X C U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	ENP 0219995	12/1/2023	12/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	EBA 0463053	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	X	X	ENP 0219995	12/1/2023	12/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	71764165	12/1/2023	12/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Excess Umbrella	X	X	56719429	12/1/2023	12/1/2024	Occurrence/Aggregate	2,000,000
D	Pollution Liability			CPMG28192289	12/1/2023	12/1/2024	Occurrence/Aggregate	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Proof of Insurance

CERTIFICATE HOLDER

SAMPLE CERTIFICATE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Frank Andersen

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THE CINCINNATI INSURANCE COMPANIES

The Cincinnati Insurance Company
A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141
Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496
www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

Billing Method: **AGENCY BILL**

POLICY NUMBER **ENP 021 99 95**

NAMED INSURED **ECS MIDWEST LLC, ECS IILINOIS LLC, 1125 VALLET BELT LLC**
14026 THUNDERBOLT PL
ADDRESS **CHANTILLY, VA 20151-3295**
(Number & Street, Town, County, State & Zip Code)

Previous Policy Number:
ENP0219995

Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

All coverages except Automobile and / or Garage
Policy number: **ENP 021 99 95** FROM: **12-01-2023** TO: **12-01-2024**

Automobile and / or Garage
Policy number: FROM: TO:

Agency **ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC 45-108**
City **CHANTILLY, VA**

Legal Entity / Business Description

LIMITED LIABILITY COMPANY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

IL0017	11/98	COMMON POLICY CONDITIONS
IA102A	09/08	SUMMARY OF PREMIUMS CHARGED
IA904	04/04	SCHEDULE OF LOCATIONS
IA4236	06/20	POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE
IA4433IL	03/17	IMPORTANT POLICYHOLDERS NOTICE - ILLINOIS
IA4521	03/20	NOTICE OF PRIVACY PRACTICES
IP409IL	01/91	IMPORTANT INFORMATION TO POLICYHOLDERS ILLINOIS
IP446	08/01	NOTICE TO POLICYHOLDERS
IA325	01/23	WAR EXCLUSION
IA4006	07/10	SPECIAL PER OCCURRENCE DEDUCTIBLE ENDORSEMENT
IA4156IL	01/18	ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL
IA4210IL	01/18	ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL
IA4238	01/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IA4338	05/11	SIGNATURE ENDORSEMENT
IA4382IL	07/17	ILLINOIS CHANGES
IA4387IA	09/11	IOWA CHANGES - ACTUAL CASH VALUE
IA4395IL	04/17	ILLINOIS CHANGES - CIVIL UNION
IA449WI	01/89	WISCONSIN AMENDATORY ENDORSEMENT
IA460	01/16	PROTECTIVE SAFEGUARDS
IL0021	09/08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IP427WI	04/23	KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

IA4087	09/17	CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY
FM502	07/08	COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS
GA532	07/08	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
GA536OH	03/10	OHIO EMPLOYERS LIABILITY DEFENSE EXPENSES COVERAGE PART DECLARATIONS
MA573	06/07	ELECTRONIC DATA PROCESSING EQUIPMENT COVERAGE FORM DECLARATIONS
MA554	05/10	GENERAL FLOATER COVERAGE PART DECLARATIONS
MA580	06/07	MOBILE PROPERTY BUSINESS INCOME COVERAGE FORM DECLARATIONS
USC513	05/10	COMMERCIAL UMBRELLA LIABILITY COVERAGE PART DECLARATIONS
HC502	01/18	CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS
HC503	01/18	CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS

Countersigned _____ By _____
(Date) (Authorized Representative)

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: **ENP 021 99 95**

Named Insured is the same as it appears in the Common Policy Declarations

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	$ 1,000,000	
GENERAL AGGREGATE LIMIT	$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT $100,000 limit unless otherwise indicated herein:	$ SEE GA233	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT $5,000 limit unless otherwise indicated herein:	$ SEE GA233	ANY ONE PERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
		A - Area B - Payroll C - Gross Sales D - Units E - Other	Products / Completed Operations	All Other	Products / Completed Operations	All Other
CONTRACTORS - SUBCONTRACTED WORK (IL)	91581	E TOTAL COST				
CONTRACTORS - SUBCONTRACTED WORK (OH)	91581	E TOTAL COST				
CONTRACTORS - SUBCONTRACTED WORK (WI)	91581	E TOTAL COST				
DRILLING (WI)	92101	B				
ENGINEERS OR ARCHITECTS (IL) INCL PROD AND/OR COMP OP	92663	B				
ENGINEERS OR ARCHITECTS (OH) INCL PROD AND/OR COMP OP	92663	B				
ENGINEERS OR ARCHITECTS (WI) INCL PROD AND/OR COMP OP	92663	B				
SEXUAL MISCONDUCT LIABILITY	20231					
ELECTRONIC DATA LIABILITY	27002					

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
		A - Area B - Payroll C - Gross Sales D - Units E - Other	Products / Completed Operations	All Other	Products / Completed Operations	All Other
AUTOMATIC ADD. INSURED - CONTRACTORS OPERATIONS	29917			[redacted]		[redacted]
CONTRACTORS BROADENED COVERAGE	29975			[redacted]		[redacted]
ADDITIONAL INSUREDS - OWNER, LESSEE, CONTRACTOR	29915					[redacted]
ADDITIONAL INSUREDS - OWNER, LESSEE, CONTRACTOR	29916					[redacted]
ADDITIONAL INSUREDS - OWNER, LESSEE, CONTRACTOR	29919					[redacted]
ADDITIONAL INSUREDS - OWNER, LESSEE, CONTRACTOR	29920					[redacted]

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM $ [redacted]

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

CG0001	04/13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0300	01/96	DEDUCTIBLE LIABILITY INSURANCE
IA450C	11/87	LIMITED EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY EXCLUSION
CG0300	01/96	DEDUCTIBLE LIABILITY INSURANCE
CG0437	05/14	ELECTRONIC DATA LIABILITY
CG2010	12/19	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
CG2037	12/19	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
CG2147	12/07	EMPLOYMENT - RELATED PRACTICES EXCLUSION
CG2414	04/13	WAIVER OF GOVERNMENTAL IMMUNITY
CG2503	05/09	DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
CG2504	05/09	DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT
GA216OH	09/20	OHIO LIABILITY COVERAGE ENHANCEMENT
GA233	09/20	CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT
GA3012IL	09/20	ILLINOIS COMMUNICABLE DISEASE EXCLUSION
GA3064	09/20	EXCLUSION - ASBESTOS
GA3074	09/22	EXCLUSION - CYBER LIABILITY
GA369	09/17	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS ("EIFS") AND DIRECT-APPLIED EXTERIOR FINISH SYSTEMS ("DEFS") - BROAD FORM WITH SPECIFIED EXCEPTIONS
GA382	03/02	FUNGI OR BACTERIA EXCLUSION
GA4398IL	06/12	ILLINOIS NOTICE TO POLICYHOLDERS OF AN ABUSE, MISCONDUCT OR MOLESTATION ENDORSEMENT
GA4518	05/20	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - CG 20 10 07 04 - SCHEDULED PERSON OR ORGANIZATION
GA4519	05/20	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - CG 20 37 07 04 - COMPLETED OPERATIONS
GA4523IL	05/20	BROAD FORM CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION - ILLINOIS
GA4531	09/20	AMENDMENT - POLLUTANT DEFINITION
GA4533IL	12/22	COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT - ILLINOIS

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

GA4566	06/22	AMENDMENT - RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION
GA214IL	08/02	SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY

POLICY NUMBER: **ENP 021 99 95**

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED TO NAME UNDER THIS ENDORSEMENT IN A WRITTEN CONTRACT OR AGREEMENT	**ANY LOCATION AT WHICH WORK OR OPERATIONS ARE PERFORMED BY YOU OR ON YOUR BEHALF**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: **ENP 021 99 95**

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED TO NAME UNDER THIS ENDORSEMENT IN A WRITTEN CONTRACT OR AGREEMENT	**ANY LOCATION AT WHICH WORK OR OPERATIONS WERE PERFORMED BY YOU OR ON YOUR BEHALF**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure To Disclose Hazards	8
3. Damage To Premises Rented To You	8
4. Supplementary Payments	10
5. Medical Payments	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	10
7. Waiver Of Subrogation	10
8. Automatic Additional Insured - Specified Relationships:	10
(a) Managers Or Lessors Of Premises	
(b) Lessor Of Leased Equipment	
(c) Vendors	
(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises	
(e) Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment	13
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services	14
11. Broadened Notice Of Occurrence	14
12. Nonowned Aircraft	14
13. Bodily Injury Redefined	15
14. Expected Or Intended Injury Redefined	15
15. Former Employees As Insureds	15
16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage	15
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property	17
18. Alienated Premises	17

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:
a. The Each Occurrence Limit shown in the Declarations; or
b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $2,500
b. Loss Of Earnings: $ 500

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5. Medical Payments

Medical Expense Limit: $10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance
Voluntary Property Damage Coverage:
$1,000 Each Occurrence
$5,000 Aggregate
Care, Custody Or Control Liability Coverage:
$5,000 Each Occurrence unless otherwise stated $ _____

Deductible Amount (Each Occurrence)
Voluntary Property Damage Coverage: $250
Care, Custody Or Control Liability Coverage: $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS **(a)** Area **(b)** Payroll **(c)** Gross Sales **(d)** Units **(e)** Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
Care, Custody Or Control Liability			**$**
		TOTAL ANNUAL PREMIUM	**$**

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **C.** Coverages, **1.** Employee Benefit Liability Coverage, **c.** Limits Of Insurance of this endorsement; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

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2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C.** Coverages, **1.** Employee Benefit Liability Coverage, **b.** Who Is An Insured, **(1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

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(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

1) Refusal to employ;

2) Termination of employment;

3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

4) Consequential liability as a result of **1)**, **2)** or **3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section **I** - Supplementary Payments - Coverages **A** and **B** also apply to this Coverage, however **1.b.** and **2.** of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

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2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **4.** Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance

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is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

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b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III** - Limits Of Insurance.

b. The insurance provided under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

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(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B.** Limits Of

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Insurance, **3.** Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B**:

a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B.** Limits Of Insurance, **5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on be-

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half of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. Section IV - Commercial General Liability Conditions is amended as follows:

Condition **4.** Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **2.j.** Damage To Property under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.**

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Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced**.** The Limits of Insurance shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II** - Who Is An Insured does not apply to:

1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

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b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. **Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

1) Damage is caused by you; or

2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

1) The "property damage" takes place in the "coverage territory"; and

2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, except for **j.** Damage To Property, Paragraphs **(3)**, **(4)**, **(5)** and **(6)**, **k.** Damage To Your Product, and **l.** Damage To Your Work.

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

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13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, **j.** Damage To Property, Paragraphs **(3)**, **(4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) **(a)** Subject to **(3)** below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) Deductible Clause

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(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

a. Paragraph **c.** is replaced by the following:

c. Any easement or license agreement;

b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion **2.j.** Damage To Property, Paragraph **(2)** under Section **I -** Coverage **A -** Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BROAD FORM CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION - ILLINOIS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing

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operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

4. Does not apply to the City of Chicago, its officers, employees and agents with respect to liability caused by or arising from:

a. The building or disassembly of scaffolding by or for you; or

b. The use of such scaffolding.

However, Paragraphs **C.1.** and **C.2.** above do not apply if the applicable written contract, written agreement, written permit or written authorization requires an edition of an ISO additional insured endorsement that does not include these provisions.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

1. The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agree-

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ment, written permit or written authorization; or

b. Available under the applicable limits of insurance;

whichever is less.

However, Paragraph **D.1.** does not apply if the applicable written contract, written agreement, written permit or written authorization requires an edition of an ISO additional insured endorsement that does not include these provisions.

2. This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived

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its right of recovery against such additional insured prior to loss.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):
EACH OF THE NAMED INSURED'S CONSTRUCTION PROJECTS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

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of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THE CINCINNATI INSURANCE COMPANIES

The Cincinnati Indemnity Company
A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141
Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496
www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

Billing Method: **AGENCY BILL**

POLICY NUMBER **EBA 046 30 53**

NAMED INSURED **ECS MIDWEST LLC, ECS ILLINOIS LLC**
ADDRESS (Number & Street, Town, County, State & Zip Code) **14026 THUNDERBOLT PL STE 700 CHANTILLY, VA 20151-3295**

Previous Policy Number:
EBA0463053

Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

All coverages except Automobile and / or Garage
Policy number: FROM: TO:

Automobile and / or Garage
Policy number: **EBA 046 30 53** FROM: **12-01-2023** TO: **12-01-2024**

Agency **ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC 45-108**
City **CHANTILLY, VA**

Legal Entity / Business Description

ORGANIZATION (ANY OTHER)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

IL0017	**11/98**	**COMMON POLICY CONDITIONS**
IA102A	**09/08**	**SUMMARY OF PREMIUMS CHARGED**
IA4378WI	**11/09**	**DISCLOSURE NOTICE UNINSURED AND/OR UNDERINSURED MOTORISTS COVERAGE APPLICABLE TO HIRED AND NON-OWNED AUTO**
IA4521	**03/20**	**NOTICE OF PRIVACY PRACTICES**
IP409IL	**01/91**	**IMPORTANT INFORMATION TO POLICYHOLDERS ILLINOIS**
IP446	**08/01**	**NOTICE TO POLICYHOLDERS**
IA325	**01/23**	**WAR EXCLUSION**
IA4112WI	**11/18**	**WISCONSIN CHANGES - CANCELLATION AND NONRENEWAL**
IA4338	**05/11**	**SIGNATURE ENDORSEMENT**
IA449WI	**01/89**	**WISCONSIN AMENDATORY ENDORSEMENT**
IP406WI	**01/90**	**NOTICE TO POLICYHOLDER - CANCELLATION**
IP427WI	**04/23**	**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**
IA4087	**09/17**	**CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY**
AAD505	**03/06**	**BUSINESS AUTO COVERAGE PART DECLARATIONS**

Countersigned _____ By _____
(Date) (Authorized Representative)

THE CINCINNATI INDEMNITY COMPANY

CINCINNATI, OHIO

BUSINESS AUTO COVERAGE PART DECLARATIONS

ITEM ONE

Attached to and forming part of POLICY NUMBER: **EBA 046 30 53**

Named Insured is the same as it appears in the Common Policy Declarations.

ITEM TWO **SCHEDULE OF COVERAGES AND COVERED AUTOS**

This coverage part provides only those coverages where a premium or "incl" is shown in the premium column below. The limit of Insurance for each coverage listed is subject to all applicable policy provisions. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	**1**	$**1,000,000**	**INCL**
PERSONAL INJURY PROTECTION (or equivalent No-fault coverage)		Separately stated in each P.I.P. endorsement minus $ Ded.	
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-fault coverage)		Separately stated in each added P.I.P. endorsement	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in each P. P.I. endorsement minus $ Ded. for each accident	
AUTO. MEDICAL PAYMENTS	**2, 8, 9**	$ **5,000**	**INCL**
UNINSURED MOTORISTS	**2, 8, 9**	$ **SEE AA4183**	**INCL**
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	**2, 8, 9**	$ **SEE AA4183**	**INCL**
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	**2, 8**	Actual cash value or cost of repair, Whichever is less minus $**SEE AA4183** Ded. For each covered auto. But no Deductible applies to loss caused by Fire or lightning. See Item Three for hired or borrowed "autos"	**INCL**
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		Actual cash value or cost of repair, Whichever is less minus $ Ded. For Each covered auto. For loss caused by mischief or vandalism. See Item Three for hired or borrowed "autos"	
PHYSICAL DAMAGE COLLISION COVERAGE	**2, 8**	Actual cash value or cost of repair, Whichever is less minus $**SEE AA4183** Ded for each covered auto. See Item Three for hired or borrowed "autos".	**INCL**
PHYSICAL DAMAGE INSURANCE TOWING AND LABOR	**10**	$ **SEE AA4183** for each disablement of a private passenger auto	**INCL**
PREMIUM FOR ENDORSEMENTS			
		*ESTIMATED TOTAL PREMIUM	**INCL**

FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE PART AT ITS INCEPTION:

AA4379 10/20 NOTICE TO POLICYHOLDER - AUTHORIZED DRIVERS
AA4183 02/06 AUTOMOBILE SCHEDULE
AA101 03/06 BUSINESS AUTO COVERAGE FORM
AA2009 01/17 CHANGES - TOWING AND LABOR
AA296 07/12 CHANGES - AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE
AA4044IL 01/15 ILLINOIS UNINSURED MOTORISTS COVERAGE

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FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE PART AT ITS INCEPTION:

AA4045IL	**11/08**	**ILLINOIS UNDERINSURED MOTORISTS COVERAGE**
AA4065OH	**01/21**	**OHIO UNINSURED MOTORISTS COVERAGE - BODILY INJURY**
AA4070OH	**09/16**	**NOTICE TO POLICYHOLDERS UNINSURED MOTORIST PROPERTY DAMAGE**
AA4096WI	**10/12**	**WISCONSIN UNINSURED MOTORISTS COVERAGE**
AA4136IL	**01/15**	**ILLINOIS CHANGES**
AA4168IL	**01/23**	**UNINSURED/UNDERINSURED MOTORISTS PROTECTION OPTION SELECTION/REJECTION FORM - ILLINOIS**
AA4214	**08/07**	**COVERED AUTO DESIGNATION SYMBOL**
AA4231	**08/08**	**SUPPLEMENTARY SCHEDULE FOR BUSINESS AUTO--ITEMS FOUR, FIVE, AND SIX**
AA4255WI	**10/12**	**WISCONSIN UNINSURED AND OPTIONAL UNDERINSURED MOTORIST COVERAGE OPTION SELECTION FORM**
AA4256WI	**10/12**	**WISCONSIN REJECTION OF MEDICAL PAYMENTS COVERAGE**
AA4263	**04/10**	**OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE ENDORSEMENT**
AA450	**10/10**	**COMPOSITE RATE AUTO ENDORSEMENT**
AP401OH	**09/16**	**IMPORTANT NOTICE TO POLICYHOLDERS REGARDING OHIO UNINSURED AND UNDERINSURED MOTORIST COVERAGE**
CA0117	**11/11**	**WISCONSIN CHANGES**
CA9916	**12/93**	**HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN**
MCS90	**06/21**	**ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**
AA247	**03/06**	**DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR NAMED INDIVIDUALS**
AA261	**07/14**	**AUTO MEDICAL PAYMENTS COVERAGE**
AA261WI	**07/14**	**WISCONSIN AUTO MEDICAL PAYMENTS COVERAGE**
AA288	**06/20**	**CINCIPLUS® BUSINESS AUTO XC+® (EXPANDED COVERAGE PLUS) ENDORSEMENT**

* This policy may be subject to final audit

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

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4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred; or

b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

a. The most we will pay for "loss" in any one "accident" is the greater of:

(1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

(a) Overdue lease or loan payments;

(b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

(c) Security deposits not refunded by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases, or

(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

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2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

"Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;

2. A partner, if you are a partnership;

3. An executive officer or insurance manager, if you are a corporation; or

4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **1.c.** is deleted in its entirety and replaced by the following:

c. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.a.** is deleted.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12-01-23** Policy No. **71764165** Endorsement No.

Insured **ECS MIDWEST, LLC FKA ECS ILLINOIS, LLC** Premium $ **Incl.**

Insurance Company **Bankers Standard Insurance Company**

Countersigned By _____

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Appendix III: Similar Project Experience

SIMILAR PROJECT EXPERIENCE

EXPERIENCE WITH SIMILAR PROJECTS

In response to the RFQ by City of De Pere for Accessibility Consulting Services, we are pleased to showcase our firm's expertise through projects that closely align with the scope and complexity required for your project. Spanning diverse sectors, these projects serve as a testament to our ability to deliver comprehensive building assessments, critical maintenance solutions, and strategic consultancy services. Each project exemplifies our methodical approach, precision in execution, and unwavering commitment to meeting our clients' objectives with diligence and expertise. As we present our experience in these analogous assignments, we affirm our confidence in providing high-value consulting services to support the City of De Pere.

ADA Aria, Dave & Busters, Wauwatosa, WI

ECS performed Accessibility Consulting Services on a one-story restaurant/entertainment facility operating as Dave & Busters, which includes a full-service restaurant, full bar, and a video arcade. Based on the information available, the subject building contains 35,770 square feet of commercial space on 4.01 acres and was reportedly constructed in 2010 with recent renovations in 2023. The property included asphalt pavement for parking. Our assessment provided invaluable insights into the then-current condition of the facility before the renovations of the property by the owner.

ADA W&S, Harvest Food Group, Chicago, IL

ECS performed Accessibility Consulting Services on a food processing facility in Chicago, IL. Based on the information available, the facility was an approximately 235,000 square foot tenant within a larger industrial building on 8.67 acres and was reportedly constructed in phases beginning circa 1953/54 followed by additions in 1955, 1956, 1979, 1987, and 1989. The property included asphalt and concrete pavement for parking. Our assessment provided the client with information on the condition of the facilities and helped with budgeting and decisions regarding the operation of the facilities.

ADA OAHC, Radisson, Green Bay, WI

ECS performed Accessibility Consulting Services on a one to six-story hotel/conference center building in Ashwaubenon, Wisconsin. Based on the information available, the subject building contains 353 Rooms plus 30,000 square feet of conference center and meeting rooms, plus an indoor swimming pool. The complex is situated on 25.96 acres of land. The subject building was reportedly constructed pre-1985 with recent renovations in 2020/2021. Parking is provided with asphalt pavements. Our assessment provided the client with information on the condition of the facilities and helped with budgeting and decisions regarding the operation of the facilities.

ADA NCR, Various Senior Housing Facilities, Ohio

ECS performed accessibility construction review of various senior housing complexes (new and renovation) in Ohio. The facilities were generally one to five-story facilities with activity rooms. The properties included concrete and asphalt pavement for parking. Our assessments provided quality assurance of accessibility improvements to new and renovation construction for the client.

Appendix IV: Qualifications of Staff

FIRM HISTORY AND GENERAL EXPERIENCE



2,700+ employees

85+ locations

35+ years' experience

ABOUT OUR COMPANY

Founded in 1988 in Chantilly, VA, Engineering Consulting Services (ECS) operates in more than 85 locations throughout the Mid-Atlantic, Midwest, Pacific, Southeast and Southwest. Utilizing the strengths, experience and expertise of more than 2,700 staff across the company, ECS is able to save our clients time and money. As one of the largest and most rapidly growing engineering and consulting companies in the US, we are currently ranked 61 in Engineering News-Record's Top 500 Design Firms (April 2023) and number two in Zweig Group's 2023 Hot Firms (June 2023).

ECS Midwest, LLC is one of the operating entities of the ECS Group of Companies. Our Midwest operations include locations in Green Bay, Neenah and Milwaukee, Wisconsin; Cleveland, Columbus and Cincinnati, Ohio; Buffalo Grove, Bridgeview, Kankakee, Springfield and Chicago, Illinois; Kansas City, MO; and Johnston, IA. With over 175 professionals in our Midwest offices, ECS has an expert for virtually any contingency, big or small projects, short-term or long-term assignments, we consistently deliver successful projects to our clients.

ECS FOOTPRINT

Whether your project requires local project management, specialty expertise or both, we have you covered. ECS provides the best of both worlds - the attention your projects deserve from our local team, coupled with abundant staffing and technical resources. With over 2,700 employees, ECS has grown to more than 85 locations spread across the Mid-Atlantic, Midwest, Southeast, Southwest and Pacific.

ECS VALUE

ECS specializes in developing and implementing comprehensive review and assessments of Building Envelope Consulting Programs for Contractors, GC's Architects, Owners, Owners' Reps, Property Management Professionals, Portfolio Directors, Campus/National Property Managers and CM's across the country. These type of programs involve customizing review, inspection and testing protocols of new construction, renovation and retrofit projects. Our specializations include Wall Designs including Rain Screens, Air Barriers, Curtain Walls, Façade Inspection and Consulting, Window Consulting and Replacement, Forensic

FIRM HISTORY AND GENERAL EXPERIENCE

Roofing Inspections and Replacement Designs, Building Envelope Commissioning, and EIFS. ECS, a nationally recognized organization, presents AIA accredited subjects on Building Envelope Consulting, Design, Testing, and Inspections. Our experience combined with our extensive technical consulting background provide a basis for helping clients solve problems.

EXPERT KNOWLEDGE

Our goal is to always provide highly qualified and dedicated professionals who possess ample experience and a positive track record responding to commissioning services. This is where ECS excels. Our team's experience and reputation consist of key attributes that we consistently brings to our contracts. These attributes result in project excellence and successful service delivery time after time.

- Commitment of our team's project managers to proactively seeks ways to improve knowledge processes and project delivery, hence achieving ultimate quality services for this contract.
- Willingness and ability to respond to your requirements and changing project needs expeditiously by being a good listener.
- Strong and hands-on project managers who do "whatever it takes" to ensure project success and client satisfaction.
- Timely and accurate project reporting.

COMMUNICATION

Communication is a key to success on a project. Throughout the project personnel are assigned to the project will provide preliminary information and updates on the project. Our team understands that we must relay any concern or problem condition identified in the field to the design team in a timely and effective manner. We will relay recommendations to handle noted deficiencies, foreseeing the potential for delays, and the need to prepare for project contingencies. You can evaluate an appropriate course of action and determine if changes to the planned development are warranted. Our team will provide cost-effective, professional, and practical solutions to help meet project goals.

TIMELY COMPLETION AND COST CONTROL

Our team has a history of successful schedule and budget compliance, which is a direct result of attention to project planning, staffing projects appropriately, solid project management, good communication among our team members, and depth of available technical and professional staff resources.

Our team analyzes every project at the time we propose our fee to determine if the schedule is sufficient for the work defined. Our team's key personnel have a variety of tools and resources to track schedules, staffing levels and project budgets to facilitate management of the project. If it is ever determined that a project schedule is tight, we will work with Froedtert South, Inc. to develop an approach and detailed schedule that can meet the requirements.

CONCLUSION

ECS presents an established team with the requisite skills, resources, experience, and relationships to address the key success factors of the project. Our team provides you with the local experience and established working relationships with Froedtert South, Inc. These relationships will be crucial to on-time completion and local support for the project. We offer our sincere commitment to dedicate this proposed team and the necessary resources to serving Froedtert South, Inc. and to the successful execution of these services. We are excited about this opportunity to help accomplish your mission and exceed your goals.

DANIEL KRZECZKOWSKI, PE

FACILITIES PRINCIPAL ENGINEER

REGISTRATIONS

Professional Engineer: IL, MN, WI

CERTIFICATIONS

Phase I ESAs

Phase II ESAs-Field Methods

PCAs

Principal Consultant – PCAs

Asbestos Design/O&M

Asbestos Inspector, IDPH

Asbestos Project Designer, IDPH

SKILLS

Expert Testimony and Litigation Support

EDUCATION

Bachelor of Science, 1989, Civil Engineering, Marquette University, Milwaukee, WI

Certificate in Environmental Management, 2000, Illinois Institute of Technology, Chicago, IL

PROFESSIONAL PROFILE

Mr. Krzeczkowski has more than 30 years of experience and is knowledgeable in the technical and administrative management of due diligence projects, including all aspects of project management, client service, and personnel management. He has vast experience in Accessibility, Asbestos Project Designs, Existing Condition Surveys (pre- and post-construction), Contract Document Review and Monitoring Services (Construction Draws), Building Inspections (fall protection), and Property (or Physical) Condition Assessments. Mr. Krzeczkowski's responsibilities include performing technical report reviews, reviewing proposals, and mentoring Facilities Associate Principals.

PROJECT EXPERIENCE

- **Representative PCA Project Experience**
  - IRG Realty Advisors, LLC, Various Projects (including office complex, R&D campus, manufacturing campus, heavy industrial, refrigerated storage, casino, and refinery facilities), Various States
  - Harrison Street Real Estate Capital, Various Projects (including storage, medical, office, student housing, senior housing, and data centers), Various States (typically with enhanced wall/roof, MEP, elevator, and ADA/FHA assessments)
  - Bedrock Management Services, LLC, Office and R&D Facilities, Cleveland, OH
- **Representative Existing Condition Survey Project Experience**
  - Kiewit New Mexico Company, US Department of Homeland Security fence along the United States/Mexico border, El Paso County, TX
  - Shook Construction Co., NEORSD Westerly Wastewater Treatment Center, Cleveland, OH
  - Bovis Lend Lease, Inc., University of Chicago Laboratory Schools Early Childhood Center, Chicago, IL
- **Representative Contract Document/Draw Review Project Experience**
  - Trimont Real Estate Advisors, Navy Region Midwest and Mid-South Housing Privatization projects, IL, IN, and TN
  - Balfour Beatty Construction, LLC, Air Force Regions West and North Housing Privatization projects, MO, WY, ND, and SD
  - W. P. Carey Inc., Various projects (food processing plant, a manufacturing plant, a private school, a distribution facility, and a corporate headquarters campus) in IL, MI, and SD
- **Representative ADA (and FHA) Accessibility Experience**
  - National Church Residences, Hoover Place (senior housing), Dayton, OH (ADA QA/QC)
  - MB Real Estate Services, LLC, Richard J. Daley Center, Chicago, IL

NATHANIEL S. APPLETON, RRO

FACILITIES GROUP MANAGER

REGISTRATIONS

Registered Roof Observer (RRO), Registration #1580, Certifying Body: International Institute of Building Enclosure Consultants (IIBEC), Raleigh, NC

Technician Personal Fall Arrest System Assisted Roof Inspection, Certifying Body: Catastrophe Career Specialties, LLC Montgomery, TX

ROOFING/BUILDING ENVELOPE TRAINING

2013 to Present: Various seminars pertaining to Roofing and Building Envelope Materials and Design

2017: Exterior Walls Technology & Science (IIBEC)

2013: Rooftop Quality Assurance (IIBEC), Roof Technology and Science I (IIBEC), Roof Technology and Science II (IIBEC)

2011: Low Slope Roofing Systems (University of Wisconsin-Madison)

EDUCATION

Bachelor of Science, 2005, Architectural Design, University of Wisconsin-Milwaukee, Milwaukee, WI

PROFESSIONAL PROFILE

Mr. Appleton has over 15 years of experience and progressive responsibility in building envelope consulting. His qualifications include Property Condition Assessments (PCA), condition surveys, forensic investigations, preparation of contract documents, contract administration, project management, and quality assurance observations. His background includes extensive service to public and private sector clientele including property managers, shopping centers, hospitals, churches, condominium associations, school districts, universities, industrial properties and insurance companies. Mr. Appleton has provided expert witness testimony and litigation support.

PROJECT EXPERIENCE

- Marquette University, Milwaukee, W
- Wauwatosa School District, Wauwatosa, WI
- Southern California Edison, Perris, CA
- Kilbourn Tower, Milwaukee, WI
- City of Appleton, Appleton, WI
- Milwaukee Repertory Theater, Milwaukee, WI
- Union Point Condominiums, Milwaukee, WI
- Hyatt Regency, Green Bay, WI
- Milwaukee School of Engineering, Milwaukee, WI
- Highbridge Condominiums, Milwaukee, WI
- Housing Authority of the City of Milwaukee, Milwaukee, WI
- Airport Executive Office Building, Milwaukee, WI
- Ascension St. Mary's, Mequon, WI
- Triangle Plaza Exterior, Chicago, IL
- Paper Box Lofts, Milwaukee, WI
- Sovereign Apartments, Milwaukee, WI
- Lowe's, Rockford, IL
- Birchwood on Sterling, Palatine, IL
- Plaza East, Milwaukee, WI
- Canada National Railway, Stevens Point, WI and Waterloo, IA
- Waukesha Memorial Hospital, Waukesha, WI
- Streets of Woodfield, Schaumburg, IL
- Gulfstream, Greenville, WI

STEVEN MACKE

FACILITIES SENIOR ASSOCIATE

CERTIFICATIONS

OSHA 10
Aerial Life/MEWP Certification
EM 385

SKILLS

Fenestration Associate
Property Condition Assessments
Leak Investigations
Roofing Surveys
ADA Compliance
Building Envelope Testing
Building Envelope Consulting
Design Document Review
LEED

EDUCATION

Bachelor of Science, Chemical Engineering, 2016, Missouri University of Science and Technology, Rolla, MO

PROFESSIONAL PROFILE

Mr. Macke has six+ years of experience in the facilities and building science and enclosure industry including building enclosure commissioning, LEED documentation, fenestration testing, leak investigation, and quality assurance. Additionally, he has experience in property condition assessments and ADA assessments and compliance. Mr. Macke serves as a Facilities Senior Associate for ECS Midwest, LLC.

PROJECT EXPERIENCE

- AdventHealth Lenexa City Center BE Testing, Lenexa, KS
- Load Testing Obama Presidential Center, Chicago, IL
- Aboussie Apartments, St. Louis, MO
- Columbia Housing Authority PCA, Columbia, MO
- MLS St. Louis City Soccer Stadium BE Testing, St. Louis, MO
- Facebook Data Center BE Testing, Papillion, NE; Altoona, IA
- South Lake View Plaza ADA, St. Louis, MO
- Wentzville Community Center Building Envelope Consulting/Testing and Building Enclosure Commissioning (BECx), Wentzville, MO
- Power Plex (St. Louis Mills Mall) PCA, Hazelwood, MO
- University of Toledo Student Housing PCA, ADA and HUD Assessment, Toledo, OH
- NGA West Campus BE Testing, St. Louis, MO
- St. Louis University Champions Center LEED/Building Enclosure Commissioning (BECx) Services/BE Testing, St. Louis, MO
- Ballwin Police Department Building Enclosure Consulting/Testing, Ballwin, MO
- Wentzville Public Works Facility Building Enclosure Consulting/ Testing, Wentzville, MO
- Numerous Cedarhurst Roof Inspections, IL, MO, KS
- Graduate Hotel Roof Inspections and Leak Investigation, IN, OH Clayton Road PCA, Clayton, MO
- McDonnel/Howdershell Shopping Center ADA Assessment, Hazelwood, MO
- Penn Services PCA, St. Louis, MO
- Northbrook Court Professional Plaza PCA, Northbrook, IL
- The Nines PCA, Creve Coeur, MO
- St. Vincent Women's Center Façade Inspection/Leak Investigation, Carmel, IN

LUKE MYERS

FACILITIES ASSOCIATE II

SKILLS

PCAs

Fall Protection System

Building Envelope

On-Site Observation

EDUCATION

Bachelor of Science, 2015, English, Southern New Hampshire University, Manchester, NH

PROFESSIONAL PROFILE

Mr. Myers' responsibilities include property condition assessments (PCAs), fall protection system inspections, building enclosure services consulting and testing services for existing buildings and new construction. Mr. Myers has experience involving building envelope integrity, particularly as it relates to building envelope performance with a focus on waterproofing, systems integration, and on site observation and testing.

PROJECT EXPERIENCE

- Wells Building, Water Penetration Testing, Milwaukee, WI
- UW Natatorium, Water Penetration Testing, Madison, WI
- Marquette University, Multiple Buildings, Milwaukee, WI
- Wehr Life Sciences, Roofing Bid Documents, Milwaukee, WI
- Wauwatosa Schools, Multiple Buildings, Milwaukee County, WI
- UW Natatorium, Dane, WI
- Marquette University Wehr Chemistry, Roofing Bid Docs, Milwaukee County, WI
- JY Collision Center, PCA, Chippewa Falls, WI
- 1331 Alabama Avenue, Multi-Family Residential PCA, Sheboygan, WI
- Lincoln at City Gate Centre, Building Enclosure Testing, DuPage, IL
- White Oak Portfolio, PCAs, Chardon, OH
- S145 S Wells, Chicago, IL
- Lincoln At CityGate Centre, Building Enclosure Testing, DuPage, IL
- Wehr Life Sciences, Roofing Bid Documents, Milwaukee County, WI
- Stratford at South Commons Condominiums, 2022 Annual, Chicago, IL
- SAIA, Truck Transfer Terminals of Various Sizes, Locations in KS, IN and OH
- Jiffy Lube, Oil Change and Car Wash Facilities, Multiple Locations in IL
- Streets of Woodfield, Large Scale Commercial Complex, Cook County, IL
- 3337 N. Southport Avenue, Commercial Property PCA, Chicago, IL
- Keystone Crossing, Fall Protection Survey, Indianapolis, IN
- Covington Federal Courthouse, Fall Protection Survey, Covington, KY
- Carrol Ave Condos, Cladding Replacement Study and Design, Cleveland, OH

KAITLYN CONNAUGHTON

FACILITIES ASSOCIATE I

SKILLS

PCAs

Building Envelope

On-Site Observation

EDUCATION

Associates Degree, 2022, Engineering Sciences, McHenry Community College, Crystal Lake, IL

PROFESSIONAL PROFILE

Ms. Connaughton serves as a Facilities Associate at ECS Midwest, LLC. Her responsibilities include property condition assessments (PCAs), fall protection system inspections, building enclosure services and consulting and testing services for existing buildings and new construction. During her time at ECS, Ms. Connaughton has gained experience involving field observation, testing, sampling and inspection of soils, aggregates, concrete, grout, masonry, asphalt, and structural steel placement. She is consistent and committed to communicating daily with site contractors, other technicians and project managers.

PROJECT EXPERIENCE

- 633 S LaSalle Street - Vibration Monitoring, Chicago, IL
- Volvo Dealership - Vibration Monitoring, Lisle, IL
- 355 E. Ohio Street - Fall Protection Evaluation, Chicago, IL
- Dett Elementary School - Vibration Monitoring, Chicago, IL
- 16514 106th Court - Property Condition Assessment, Orland Park, IL
- Central Presbyterian Church - Property Condition Assessment, New Lenox, IL
- 860 West Blackhawk - Load Testing, Chicago, IL
- 220 North Ada Street - Vibration Monitoring, Chicago, IL
- 3350 North Halsted Street - Property Condition Assessment, Chicago, IL
- Logistics I and II - Property Condition Assessment, Mokena, IL
- Jade Sterling Steel Co. Facilities - Property Condition Assessment, Twinsburg, OH
- Shedd Aquarium Renovations - Vibration Monitoring, Chicago, IL
- Argonne - Building Enclosure Testing, Lemont, IL
- Northeast Ohio Regional Sewer District: Big Creek Bank Stabilization and West Creek Stabilization - Pre-Construction Condition Survey, Brooklyn Heights, OH
- Golfview Apartments - Property Condition Assessment, Valparaiso, IN
- Empire Crossing Shopping Center - Property Condition Assessment, Bloomington, IL

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 13, 2024**
DEPARTMENT:	**Finance Department**
FROM:	**Pamela Manley**
SUBJECT:	**Staff report on the Green Bay Area Room Tax.**

ATTACHMENTS:

- Green Bay Area Room Tax (PDF)
- ex debt green bay area room tax supported debt (PDF)
- Room Tax Collection Flow - with Balances 06-30-24 (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: August 13, 2024

RE: **Green Bay Area Room Tax**

A request was made by Ald. Hansen to discuss the room tax and where the funds are going. The Green Bay Area Room Tax Commission involves the local municipalities of Allouez, Ashwaubenon, Howard, De Pere, Green Bay, Bellevue and Suamico. These municipalities levy a 10% tax on all hotel and short-term rental stays. This tax is paid directly to Associated Bank Trust who in turn distributes the funds monthly.

At the most recent Green Bay Area Room Tax Commission meeting on July 17th the attached flowchart was provided to explain how the funds are allocated. Of the 10% tax, 2% is allocated to the CVB (Discover Green Bay). From the remaining 8%, 4% is disbursed to the municipalities with additional amounts going to Green Bay and Ashwaubenon for the maintenance of the KI and Resch centers. The remaining tax then follows a waterfall to pay for the debt service on the KI Convention Center, Resch Center, KI Convention Center Expansion (KI2), and the Resch Expo. Attached is the Debt Service schedule for each noting the final maturities on the KI and Resch centers in 2029, the KI2 in 2043, and the Resch Expo in 2054. The total debt service on all of these is currently $240,015,694.

Please feel free to contact me prior to the meeting with any questions.

Green Bay Area Room Tax
Supported Debt Service

	KI1 CONVENTION CENTER REFUNDING				RESCH CENTER REFUNDING				TOTAL FIRST PRIORITY DEBT SERVICE		
	Issue: RDA of Green Bay				Issuer: CDA of Ashwaubenon						
	Obligor: QE Lease with Brown County				Obligor: QE Lease with Brown County						
	Amount: $10,210,000				Amount: $16,275,000						
	Dated: April 5, 2016				Dated: April 1, 2022						
	Type: Taxable Lease Revenue Ref. Bonds, Series 2016 (CR)				Type: Taxable Lease Revenue Ref. Bonds, Series 2022 (CR)						
	Callable: '27-'29 Callable 6/1/26 @ Par				***Callable: Non-Callable***						
Bond	PRINCIPAL	RATE	INTEREST	TOTAL	PRINCIPAL	RATE	INTEREST	TOTAL	PRINCIPAL	INTEREST	SERVICE
Year	*(6/1)*		*(6/1 & 12/1)*		*(6/1)*		*(6/1 & 12/1)*				
2025	$870,000	2.850%	$164,613	$1,034,613	$2,320,000	2.000%	$260,454	$2,580,454	$3,190,000	$425,066	$3,615,066
2026	$935,000	3.050%	$139,818	$1,074,818	$2,330,000	2.000%	$214,054	$2,544,054	$3,265,000	$353,871	$3,618,871
2027	***$1,000,000***	3.250%	$111,300	$1,111,300	$2,345,000	2.125%	$167,454	$2,512,454	$3,345,000	$278,754	$3,623,754
2028	***$1,075,000***	3.450%	$78,800	$1,153,800	$2,355,000	2.450%	$117,623	$2,472,623	$3,430,000	$196,423	$3,626,423
2029	***$1,175,000***	3.550%	$41,713	$1,216,713	$2,350,000	2.550%	$59,925	$2,409,925	$3,525,000	$101,638	$3,626,638
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	$5,055,000		$536,243	$5,591,243	$11,700,000		$819,509	$12,519,509	$16,755,000	$1,355,751	$18,110,751

Callable Maturities
Term Bonds

Green Bay Area Room Tax
Supported Debt Service

KI2 CONVENTION CENTER EXPANSION REFUNDING

Issue: RDA of Green Bay
Obligor: QE Lease with City of Green Bay
Amount: $27,860,000
Dated: November 16, 2021
Type: Taxable Lease Revenue Ref. Bonds, Series 2021 (AR)
Callable: ***'31-'43 Callable 6/1/30 @ Par***

Bond Year	PRINCIPAL *(6/1)*	RATE	INTEREST *(6/1 & 12/1)*	TOTAL	***TOTAL FIRST & SECOND PRIORITY DEBT SERVICE*** PRINCIPAL	INTEREST	SERVICE
2025	$685,000	1.150%	$698,645	$1,383,645	$3,875,000	$1,123,711	$4,998,711
2026	$765,000	1.400%	$690,768	$1,455,768	$4,030,000	$1,044,639	$5,074,639
2027	$950,000	1.600%	$680,058	$1,630,058	$4,295,000	$958,811	$5,253,811
2028	$745,000	1.750%	$664,858	$1,409,858	$4,175,000	$861,280	$5,036,280
2029	$1,310,000	1.950%	$651,820	$1,961,820	$4,835,000	$753,458	$5,588,458
2030	$1,340,000	2.150%	$626,275	$1,966,275	$1,340,000	$626,275	$1,966,275
2031	***$1,370,000***	2.250%	$597,465	$1,967,465	$1,370,000	$597,465	$1,967,465
2032	***$1,405,000***	2.400%	$566,640	$1,971,640	$1,405,000	$566,640	$1,971,640
2033	***$1,440,000***	2.500%	$532,920	$1,972,920	$1,440,000	$532,920	$1,972,920
2034	***$1,480,000***	2.600%	$496,920	$1,976,920	$1,480,000	$496,920	$1,976,920
2035	***$1,520,000***	2.750%	$458,440	$1,978,440	$1,520,000	$458,440	$1,978,440
2036	***$1,565,000***	2.750%	$416,640	$1,981,640	$1,565,000	$416,640	$1,981,640
2037	***$1,610,000***	3.000%	$373,603	$1,983,603	$1,610,000	$373,603	$1,983,603
2038	***$1,665,000***	3.000%	$325,303	$1,990,303	$1,665,000	$325,303	$1,990,303
2039	***$1,715,000***	3.000%	$275,353	$1,990,353	$1,715,000	$275,353	$1,990,353
2040	***$1,770,000***	3.000%	$223,903	$1,993,903	$1,770,000	$223,903	$1,993,903
2041	***$1,825,000***	3.000%	$170,803	$1,995,803	$1,825,000	$170,803	$1,995,803
2042	***$1,885,000***	3.050%	$116,053	$2,001,053	$1,885,000	$116,053	$2,001,053
2043	***$1,920,000***	3.050%	$58,560	$1,978,560	$1,920,000	$58,560	$1,978,560
2044							
2045							
2046							
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2048							
2049							
2050							
2051							
2052							
2053							
2054							
	$26,965,000		$8,625,023	$35,590,023	$43,720,000	$9,980,774	$53,700,774

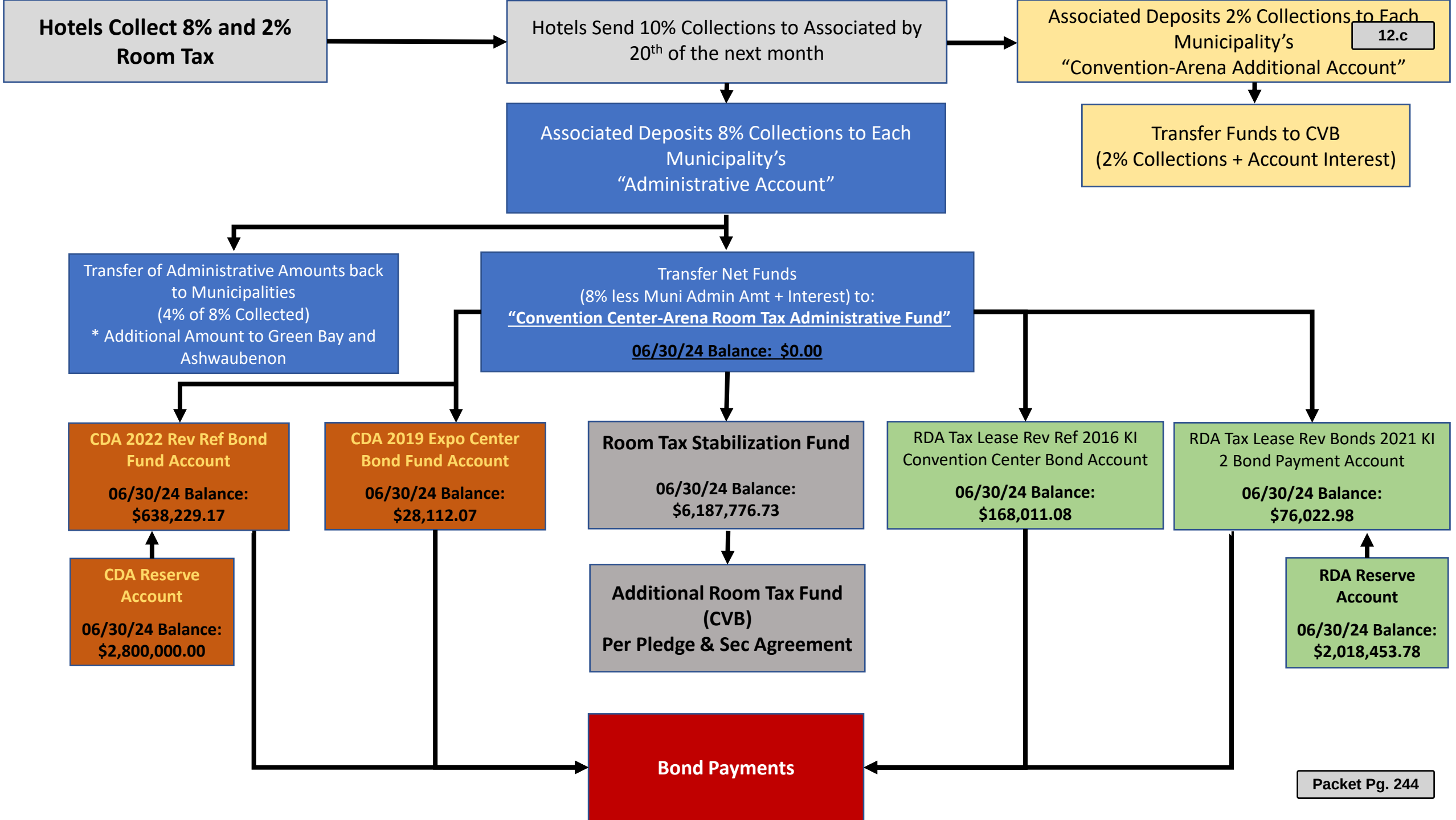
Green Bay Area Room Tax
Supported Debt Service

BROWN COUNTY EXPO CENTER

Issue:	CDA of Ashwaubenon
Obligor:	QE Lease with Brown County
Amount:	$97,286,951
Dated:	June 20, 2019
Type:	Lease Revenue Bonds, Series 2019
Callable:	***'30-'54 Callable 6/1/29 @ Par***

Bond Year	PRINCIPAL *(6/1)*	RATE	INTEREST *(6/1 & 12/1)*	TOTAL	***TOTAL ROOM TAX DEBT SERVICE*** PRINCIPAL	INTEREST	TOTAL
2025	$610,000	1.800%	$2,105,535	$2,715,535	$4,485,000	$3,229,246	$7,714,246
2026	$625,000	1.850%	$2,094,555	$2,719,555	$4,655,000	$3,139,194	$7,794,194
2027	$645,000	***	$2,082,993	$2,727,993	$4,940,000	$3,041,804	$7,981,804
2028	$655,000	2.000%	$2,062,863	$2,717,863	$4,830,000	$2,924,143	$7,754,143
2029	$670,000	2.100%	$2,049,763	$2,719,763	$5,505,000	$2,803,220	$8,308,220
2030	***$2,125,000***	***	$2,035,693	$4,160,693	$3,465,000	$2,661,968	$6,126,968
2031	***$2,345,000***	***	$1,963,023	$4,308,023	$3,715,000	$2,560,488	$6,275,488
2032	***$2,575,000***	***	$1,874,090	$4,449,090	$3,980,000	$2,440,730	$6,420,730
2033	***$2,825,000***	***	$1,775,508	$4,600,508	$4,265,000	$2,308,428	$6,573,428
2034	***$3,090,000***	***	$1,665,915	$4,755,915	$4,570,000	$2,162,835	$6,732,835
2035	***$3,360,000***	***	$1,549,315	$4,909,315	$4,880,000	$2,007,755	$6,887,755
2036	***$3,655,000***	4.000%	$1,417,450	$5,072,450	$5,220,000	$1,834,090	$7,054,090
2037	***$3,965,000***	3.000%	$1,271,250	$5,236,250	$5,575,000	$1,644,853	$7,219,853
2038	***$4,255,000***	3.000%	$1,152,300	$5,407,300	$5,920,000	$1,477,603	$7,397,603
2039	***$4,555,000***	3.000%	$1,024,650	$5,579,650	$6,270,000	$1,300,003	$7,570,003
2040	***$4,870,000***	3.000%	$888,000	$5,758,000	$6,640,000	$1,111,903	$7,751,903
2041	***$5,200,000***	3.000%	$741,900	$5,941,900	$7,025,000	$912,703	$7,937,703
2042	***$5,545,000***	3.000%	$585,900	$6,130,900	$7,430,000	$701,953	$8,131,953
2043	***$5,920,000***	3.000%	$419,550	$6,339,550	$7,840,000	$478,110	$8,318,110
2044	***$8,065,000***	3.000%	$241,950	$8,306,950	$8,065,000	$241,950	$8,306,950
2045	***$3,204,991***	3.800%	$5,306,787	$8,511,778	$3,204,991	$5,306,787	$8,511,778
2046	***$3,162,884***	3.800%	$5,559,312	$8,722,196	$3,162,884	$5,559,312	$8,722,196
2047	***$3,120,777***	3.800%	$5,815,397	$8,936,173	$3,120,777	$5,815,397	$8,936,173
2048	***$3,080,289***	3.800%	$6,078,317	$9,158,606	$3,080,289	$6,078,317	$9,158,606
2049	***$3,038,182***	3.800%	$6,341,818	$9,380,000	$3,038,182	$6,341,818	$9,380,000
2050	***$2,883,238***	3.930%	$6,732,012	$9,615,250	$2,883,238	$6,732,012	$9,615,250
2051	***$2,839,611***	3.930%	$7,006,026	$9,845,637	$2,839,611	$7,006,026	$9,845,637
2052	***$2,798,550***	3.930%	$7,289,774	$10,088,325	$2,798,550	$7,289,774	$10,088,325
2053	***$2,757,489***	3.930%	$7,577,267	$10,334,756	$2,757,489	$7,577,267	$10,334,756
2054	***$1,838,754***	3.930%	$5,326,246	$7,165,000	$1,838,754	$5,326,246	$7,165,000
	$94,279,764		$92,035,156	$186,314,920	$137,999,764	$102,015,930	$240,015,694

2049 and 2054 are Term CABs
DSRF of $6,848,835.54 will be applied to final payment.
2054 maturity partially defeased from unspent construction proceeds on 12/1/2022 ($3,535,000 Maturity Value)
*** Bifurcated Maturity


Hotels Collect 8% and 2% Room Tax
Hotels Send 10% Collections to Associated by 20th of the next month
Associated Deposits 2% Collections to Each Municipality's "Convention-Arena Additional Account"
Transfer Funds to CVB (2% Collections + Account Interest)
Associated Deposits 8% Collections to Each Municipality's "Administrative Account"
Transfer of Administrative Amounts back to Municipalities (4% of 8% Collected) * Additional Amount to Green Bay and Ashwaubenon
Transfer Net Funds (8% less Muni Admin Amt + Interest) to: "Convention Center-Arena Room Tax Administrative Fund"
06/30/24 Balance: $0.00
CDA 2022 Rev Ref Bond Fund Account
06/30/24 Balance: $638,229.17
CDA 2019 Expo Center Bond Fund Account
06/30/24 Balance: $28,112.07
Room Tax Stabilization Fund
06/30/24 Balance: $6,187,776.73
RDA Tax Lease Rev Ref 2016 KI Convention Center Bond Account
06/30/24 Balance: $168,011.08
RDA Tax Lease Rev Bonds 2021 KI 2 Bond Payment Account
06/30/24 Balance: $76,022.98
CDA Reserve Account
06/30/24 Balance: $2,800,000.00
Additional Room Tax Fund (CVB) Per Pledge & Sec Agreement
RDA Reserve Account
06/30/24 Balance: $2,018,453.78
Bond Payments

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**August 13, 2024**
DEPARTMENT:	**Finance Department**
FROM:	**Pamela Manley**
SUBJECT:	**Consideration and Possible Action on the City of De Pere Investment and Cash Detail, June 2024.**

ATTACHMENTS:

- 2024.6 Cash and Investments Memo 8.13.24 (PDF)
- Cash and Investments Summary June 2024 (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Pam Manley, Finance Director
Date: August 13, 2024

RE: **Cash and Investments Report for June 30th, 2024**

I have attached a summary of the City's Cash and Investments for your information and review as of June 30th, 2024. I have also attached last year's monthly summary of the accounts, so you can see comparable activity throughout the course of the year for all accounts. The City's investment return through June was $805,666.87. In June a transfer in the amount of $50,336.11 was made from the LGIP account to the General Checking account to cover May ARPA-related expenses. The Associated Bank Trust and Charles Schwab Investments both saw increases in market value. Feel free to contact me should you have any questions on this.

DE PERE CASH AND INVESTMENTS SUMMARY

June 30, 2024

CASH ACCOUNTS

CHECKING ACCOUNTS		BALANCE
CITY CHECKING	$	2,392,194.50
REAL & PPT TAX CHECKING	$	1,000.00
HEALTH CHECKING	$	750,258.10
DENTAL CHECKING	$	89,789.67
TOTAL CASH	**$**	**3,233,242.27**

INVESTMENTS

	JAN 1 BALANCE		BALANCE		INTERST AND APPRECIATION
LGIP	17,410,621.92	$	20,438,939.67	$	505,447.65
ASSOCIATED BANK TRUST	5,114,372.95	$	5,193,827.26	$	79,454.31
CHARLES SCHWAB INVESTMENTS	6,412,770.14	$	6,498,760.90	$	85,990.76
MONEY MARKET	1,073,669.92	$	7,721,680.79	$	134,774.15
TOTAL INVESTMENTS	**$ 30,011,434.93**	**$**	**39,853,208.62**	**$**	**805,666.87**

TOTAL CASH AND INVESTMENTS	**$**	**43,086,450.89**

NOTE: The City budgeted $1,400,000 for general fund revenues in the 2024 Adopted Budget.

DE PERE CASH AND INVESTMENT YEARLY SUMMARY
June 30, 2024

	31-Jan-2024	29-Feb-2024	31-Mar-2024	30-Apr-2024	31-May-2024	30-Jun-2024
CHECKING ACCOUNTS						
CITY CHECKING	8,658,164.85	6,546,435.65	4,338,133.91	3,966,560.48	1,415,991.35	2,392,194.50
REAL & PPT TAX CHECKING	15,641,771.63	6,514,236.72	1,000.00	1,000.00	1,000.00	1,000.00
HEALTH CHECKING	1,418,730.29	1,410,173.44	1,378,539.11	1,293,115.07	1,284,101.22	750,258.10
DENTAL CHECKING	86,128.58	87,106.05	86,124.74	87,017.04	89,457.87	89,789.67
TOTAL CASH	**$ 25,804,795.35**	**$ 14,557,951.86**	**$ 5,803,797.76**	**$ 5,347,692.59**	**$ 2,790,550.44**	**$ 3,233,242.27**
INVESTMENTS						
LGIP	17,866,153.79	17,658,776.95	18,936,797.56	19,341,730.48	20,398,737.41	20,438,939.67
ASSOCIATED BANK TRUST	5,132,918.84	5,127,445.37	5,145,143.67	5,140,481.49	5,170,236.11	5,193,827.26
CHARLES SCHWAB INVESTMENTS	6,446,202.84	6,430,877.60	6,439,451.41	6,448,746.66	6,472,755.90	6,498,760.90
MONEY MARKET	1,078,564.79	1,083,162.54	7,619,525.82	7,653,126.65	7,687,904.44	7,721,680.79
TOTAL INVESTMENTS	**$ 30,523,840.26**	**$ 30,300,262.46**	**$ 38,140,918.46**	**$ 38,584,085.28**	**$ 39,729,633.86**	**$ 39,853,208.62**
TOTAL CASH AND INVESTMENTS	**$ 56,328,635.61**	**$ 44,858,214.32**	**$ 43,944,716.22**	**$ 43,931,777.87**	**$ 42,520,184.30**	**$ 43,086,450.89**

	31-Jul-2024	31-Aug-2024	30-Sep-2024	31-Oct-2024	30-Nov-2024	31-Dec-2024
CHECKING ACCOUNTS						
CITY CHECKING	-	-	-	-	-	-
REAL & PPT TAX CHECKING	-	-	-	-	-	-
HEALTH CHECKING	-	-	-	-	-	-
DENTAL CHECKING	-	-	-	-	-	-
TOTAL CASH	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
INVESTMENTS						
LGIP	-	-	-	-	-	-
ASSOCIATED BANK TRUST	-	-	-	-	-	-
CHARLES SCHWAB INVESTMENTS	-	-	-	-	-	-
MONEY MARKET	-	-	-	-	-	-
TOTAL INVESTMENTS	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL CASH AND INVESTMENTS	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**