



Finance/Personnel Committee

Regular Meeting

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

Agenda

Tuesday, June 14, 2016

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **June 14, 2016 at 7:30 PM** in the **De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI 54115.**

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

Call to Order

1. Roll Call
2. Approval of the minutes of the May 10, 2016 regular meeting of the Finance/Personnel Committee.
3. Fire Department Overtime and EMS Billing Report for May, 2016.
4. Police Overtime Report for May 2016
5. Consideration of Revolving Loan Fund documents for D2 Ingredients (1244 Enterprise Drive)
6. Consider Revised Sale/Purchase Agreement with Green Bay Packaging*
7. Consider request to purchase a new fire engine (rescue pumper).*
8. Consider request for a Fire Rescue Records Management System (RMS).*
9. Consideration of Police Department Applying for a Class B Raffle for K-9 Fundraising*
10. Approval of funding amendment in the amount of \$2624 from WI DPH for Adult Immunization Objective*
11. Consideration of Reimbursement to State of Wisconsin Department of Transportation for Sale of Surplus Claude Allouez Bridge Property*
12. Consider Proposed 2016 Borrowing. *
13. 2015 Budget Items Carried Forward to 2016. *
14. Election of Committee Vice-Chair
15. Public Comment and announcements.
16. Future agenda items.
17. Adjournment

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

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

Agenda Sent To:

Alderspersons

City Administrator

Mayor

Department Heads

TV, Newspapers & Radio Stations

Kress Family Library

De Pere Chamber of Commerce

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: June 14, 2016

DEPARTMENT: Finance Department

FROM: Jeni Dupont

SUBJECT: Approval of the minutes of the May 10, 2016 regular meeting of the Finance/Personnel Committee.

ATTACHMENTS:

- May 10, 2016 DRAFT Minutes (PDF)



Finance/Personnel Committee

Regular Meeting

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

Draft Minutes

Tuesday, May 10, 2016

7:30 PM

De Pere City Hall Council Chambers

Call to Order. Mayor Michael J. Walsh called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on May 10, 2016 at De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

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

Also present: City Administrator Lawrence Delo, City Attorney Judith Schmidt-Lehman, Police Chief Derek Beiderwieden, Fire Chief Dennis Rubin and IT Administrator Steve Massey.

2. Approval of the minutes of the April 12, 2016 regular meeting of the Finance/Personnel Committee.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Larry Lueck, Aldersperson
SECONDER:	Scott Crevier, Aldersperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

3. Police Overtime Report for April 2016

Discussion followed motion regarding miscellaneous reimbursements. Chief Beiderwieden explained miscellaneous reimbursements consisted of 20.5 hours for drug task force, 23 hours for drunk driving task force and 44 hours were for the presidential candidate visit to St. Norbert College. The Chief noted the department was reimbursed in full for the presidential candidate visit.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Michael Donovan, Aldersperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

4. Fire Department Overtime and EMS Billing Report for April, 2016.

Discussion followed motion regarding the large amount of write offs for February. Chief Rubin noted it has not been investigated yet but will be.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Aldersperson
SECONDER:	Michael Donovan, Aldersperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

Attachment: May 10, 2016 DRAFT Minutes (4814 : Approval of Minutes)

5. Reserve Class B License Economic Development Grant Application for Birder Studio of Performing Arts. *

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

6. Consider Construction Change Order for Fire Station 2 Renovation.*

Discussion followed motion regarding the need for any more changes. Chief Rubin explained this change was unforeseen and the cost will be covered as part of the contingency.

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

7. Consider Amending §2-3(C) DE PERE MUNICIPAL CODE CREATING A MUNICIPAL BOARD OF ABSENTEE BALLOT CANVASSERS. *

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

8. Consider request by City IT Administrator to transfer funds from the Capital Projects Fund to relocate fiber optic cable that feeds voice and data services to the MSC. *

Discussion followed motion with IT Administrator Massey noting the quote came back at \$1,250, lower than \$2,000 requested. The motion was amended to approve the transfer of \$1,250 from the capital projects fund.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Larry Lueck, Alderperson
AYES:	Crevier, Donovan, Lueck, Rafferty, Walsh

9. Discussion on K-9 Fundraising Bank Account at Nicolet Bank

Chief Beiderwieden provided an update, noting donations can be made on the Police Department Facebook page. Donation payment services were donated by Nicolet Bank. The initial goal was to raise \$50,000 but is now down to \$35,000-\$40,000 due to food donation from Earthborn for the life of the dog, estimated value of at least \$10,000, plus health care services for the life of the dog donated by Dr. De Grave of Riverside Animal Hospital. Would like to raise \$15,000 by October to cover the initial cost to purchase the dog and the handler training. Any funds raised after would cover ongoing costs for dog and handler, including overtime. Item was for discussion purposes only; no action was taken.

10. Fire Department's Emergency Medical Services Billing Request for Proposal - Information Only.

Chief Rubin provided an overview of the RFP and responded to committee member questions. Bids are due June 3, 2016 and will be opened at 3:00 PM. Goal is to have a

new contract in place September 21, 2016. Item was for discussion purposes only; no action was taken.

RESULT:	DISCUSSED
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11. Public Comment and announcements.

None.

12. Future agenda items.

None.

13. Adjournment

Upon motion by Mayor Walsh, seconded by Alderperson Crevier, the Finance/Personnel Committee unanimously adjourned at 7:59 PM.

Respectfully submitted,
Jennifer Dupont

Attachment: May 10, 2016 DRAFT Minutes (4814 : Approval of Minutes)

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: June 14, 2016

DEPARTMENT: Fire Department

FROM: Lea Taylor

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

ATTACHMENTS:

- FIRE MAY OT REPORT (PDF)

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

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

OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2016

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	124.25	126.00	168.00	126.00	108.75								653.00
EMS TRAINING	84.00	86.50	66.25	74.25	17.50								328.50
FIRE TRAINING	0.00	368.50	357.25	61.50	31.25								818.50
RESCUE CALLS	7.50	7.50	8.00	9.00	4.50								36.50
FIRE CALLS	7.25	0.00	0.00	0.00	5.50								12.75
MEETINGS	89.00	33.25	29.25	60.75	57.75								270.00
STAFFING REP.	0.00	4.50	0.00	132.75	0.00								137.25
MAINTENANCE	0.00	0.00	3.00	20.25	9.50								32.75
PUB. ED.	9.00	59.25	2.75	7.50	38.75								117.25
SPECIAL EVENTS	0.00	0.00	0.00	0.00	235.00								235.00
# FIRE RUNS	34.00	31.00	42.00	22.00	23.00								152.00
# of EMS RUNS	137.00	115.00	130.00	169.00	182.00								733.00
DISPATCH ERRORS	6.00	3.00	11.00	11.00	8.00								39.00
TOTAL HRS.	321.00	685.50	634.50	492.00	508.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,641.00

Special Events Included in Overtime

Total Overtime Budget \$100,000, Expenditures through June 2, 2016 \$35,791, 35%

Attachment: FIRE MAY OT REPORT (4796 : Fire Department Overtime and EMS Billing Report for May, 2016.)

Incident Type Report (Summary)
From 01/01/16 To 05/31/16
Report Printed On: 06/02/2016

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Fire, other (100)	2	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Building fire (111)	11	1.19%	\$16,000.00	\$4,500.00	\$20,500.00	60.29%
Cooking fire, confined to container (113)	5	0.54%	\$3,100.00	\$5.00	\$3,105.00	9.13%
Fuel burner/boiler malfunction, fire confined (116)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
Fire in mobile home used as fixed residence (121)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
Fire in portable building, fixed location (123)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
Mobile property (vehicle) fire, other (130)	2	0.22%	\$150.00	\$150.00	\$300.00	0.88%
Passenger vehicle fire (131)	1	0.11%	\$5,000.00	\$0.00	\$5,000.00	14.70%
Road freight or transport vehicle fire (132)	2	0.22%	\$5,000.00	\$0.00	\$5,000.00	14.70%
Grass fire (143)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
Special outside fire, other (160)	1	0.11%	\$100.00	\$0.00	\$100.00	0.29%
	28	3.05%	\$29,350.00	\$4,655.00	\$34,005.00	99.99%
2 Overpressure Rupture, Explosion, Overheat(no fire)						
Overpressure rupture, explosion, overheat other (200)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
Excessive heat, scorch burns with no ignition (251)	2	0.22%	\$0.00	\$0.00	\$0.00	0.00%
	3	0.33%	\$0.00	\$0.00	\$0.00	0.00%
3 Rescue & Emergency Medical Service Incident						
Rescue, EMS incident, other (300)	4	0.43%	\$0.00	\$0.00	\$0.00	0.00%
Medical assist, assist EMS crew (311)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
Emergency medical service, other (320)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
EMS call, excluding vehicle accident with injury (321)	666	74.24%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	22	2.38%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with no injuries. (324)	4	0.43%	\$0.00	\$0.00	\$0.00	0.00%
Watercraft rescue (365)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
Rescue or EMS standby (381)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
	720	77.92%	\$0.00	\$0.00	\$0.00	0.00%
4 Hazardous Condition (No Fire)						
Hazardous condition, other (400)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
Gasoline or other flammable liquid spill (411)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
Gas leak (natural gas or LPG) (412)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide incident (424)	9	0.97%	\$0.00	\$0.00	\$0.00	0.00%
Electrical wiring/equipment problem, other (440)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
Heat from short circuit (wiring), defective/worn (441)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
Breakdown of light ballast (443)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
Power line down (444)	7	0.76%	\$0.00	\$0.00	\$0.00	0.00%
Arcing, shorted electrical equipment (445)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
	23	2.50%	\$0.00	\$0.00	\$0.00	0.00%
5 Service Call						
Service Call, other (500)	6	0.65%	\$0.00	\$0.00	\$0.00	0.00%
Person in distress, other (510)	4	0.43%	\$0.00	\$0.00	\$0.00	0.00%
Lock-out (511)	5	0.54%	\$0.00	\$0.00	\$0.00	0.00%
Smoke or odor removal (531)	4	0.43%	\$0.00	\$0.00	\$0.00	0.00%
Animal rescue (542)	2	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Public service (553)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
Assist invalid (554)	10	1.08%	\$0.00	\$0.00	\$0.00	0.00%
Defective elevator, no occupants (555)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
Cover assignment, standby, moveup (571)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
	34	3.68%	\$0.00	\$0.00	\$0.00	0.00%
6 Good Intent Call						
Good intent call, other (600)	8	0.87%	\$0.00	\$0.00	\$0.00	0.00%
Dispatched and cancelled en route (611)	33	3.57%	\$0.00	\$0.00	\$0.00	0.00%
Wrong location (621)	23	2.49%	\$0.00	\$0.00	\$0.00	0.00%
Authorized controlled burning (631)	2	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Smoke scare, odor of smoke (651)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
Steam, vapor, fog or dust thought to be smoke (652)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
HazMat release investigation w/no HazMat (671)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
	69	7.48%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call						
False alarm or false call, other (700)	2	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Municipal alarm system, malicious false alarm (711)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
System malfunction, other (730)	3	0.32%	\$0.00	\$0.00	\$0.00	0.00%
Extinguishing system activation due to malfunction (732)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
Heat detector activation due to malfunction (734)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system sounded due to malfunction (735)	9	0.97%	\$0.00	\$0.00	\$0.00	0.00%
CO detector activation due to malfunction (736)	5	0.54%	\$0.00	\$0.00	\$0.00	0.00%
Unintentional transmission of alarm, other (740)	2	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Sprinkler activation, no fire - unintentional (741)	5	0.54%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation, no fire - unintentional (743)	4	0.43%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	7	0.76%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide detector activation, no CO (746)	4	0.43%	\$0.00	\$0.00	\$0.00	0.00%
	44	4.76%	\$0.00	\$0.00	\$0.00	0.00%
9 Special Incident Type						
Special type of incident, other (900)	2	0.22%	\$0.00	\$0.00	\$0.00	0.00%
Citizen complaint (911)	1	0.11%	\$0.00	\$0.00	\$0.00	0.00%
	3	0.33%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count:	924			Total Est. Loss:	\$34,005.00	

Attachment: FIRE MAY OT REPORT (4796 : Fire Department Overtime and EMS Billing Report for May, 2016.)

**DE PERE FIRE RESCUE
MUTUAL AID REPORT
MAY, 2016**

MUTUAL AID GIVEN

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
713	LEDGEVIEW	FIRE
726	LAWRENCE	FIRE
754	ASHWAUBENON	EMS
762	ASHWAUBENON	EMS
774	ASHWAUBENON	FIRE
775	ASHWAUBENON	EMS
845	BRILLION	EMS
863	ASHWAUBENON	EMS
883	BRILLION	EMS
908	ASHWAUBENON	FIRE

MUTUAL AID RECEIVED

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
715	GREEN BAY	FIRE
755	ASHWAUBENON	EMS
756	GREEN BAY	EMS

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

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
TOTAL	0	0

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

EMS MEDICAL BILLING MONTHLY REPORT

	JAN. '16	FEB. '16	MAR. '16	APR. '16	MAY '16	JUNE '16
CHARGES	94,535	89,639	87,567	104,417		
PAYMENTS	51,525	50,957	53,968	62,433		
ADJUSTMENTS	34,515	30,457	35,733	37,088		
WRITE OFFS	8,542	50,513	84	10,521		

	JULY '16	AUG. '16	SEPT. '16	OCT. '16	NOV. '16	DEC. '16
CHARGES						
PAYMENTS						
ADJUSTMENTS						
WRITE OFFS						

Payments to EMS	
Jan. 2016	4,307
Feb. 2016	3,986
March 2016	4,270
April 2016	5,771
May 2016	
June 2016	
July 2016	
Aug. 2016	
Sept. 2016	
Oct. 2016	
Nov. 2016	
Dec. 2016	
Total Paid	\$18,335

Attachment: FIRE MAY OT REPORT (4796 : Fire Department Overtime and EMS Billing Report for May, 2016.)

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



Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
05/10/2016	2077 Airport Drive (Village of Ashwaubenon)	A	Smoke in cockpit of commercial airline	E111, CH101, CH102	Stoodby
05/14/2016	USH 41	C	Vehicle Fire	E111, A111, A121	Extinguishment, treat and transport one patient
05/15/2016	USH 41	B	Outside fire - construction barricade on fire	E111	Extinguish, salvage and overhaul
05/15/2016	503 Acreview Drive	B	Carbon monoxide alarm sounding	E111	Investigate, replace malfunctioning detector
05/15/2016	927 S. 7th Street	B	Carbon monoxide alarm sounding	E111	Investigate, ventilate, likely source is malfunctioning hot water heater
05/19/2016	1551 Lawrence Drive	C	Commercial fire alarm sounding	E111, L111, A111	Unintentional transmission of alarm, building under construction
05/19/2016	820 James Street	A	Carbon monoxide alarm sounding	E111	Investigate, ventilate and install new detector
05/23/2016	1700 Chicago Street	B	Fire alarm sounded	E111, A111, L111	Alarm sounded due to malfunction, investigate
05/23/2016	768 S. Melcorn Circle	B	Fire alarm sounded	E111	Alarm sounded due to malfunction, investigate

05/25/2016	525 N. 10th Street	C	Fire alarm sounded	E111, A111, L111	Unintentional transmission of alarm
05/26/2016	314 S. Huron Street	A	Fire alarm sounded	E111	Alarm sounded due to malfunction, investigate, install new detectors
05/29/2016	451 Joannes Avenue (Village of Ashwaubenon)	B	Commercial building fire, smoke showing	L111, C190	Provide assistance

S:\Fire\Lea\2016 Still Alarms 060216

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: June 14, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Police Overtime Report for May 2016

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

May's Miscellaneous OT of 36.75 total hours is comprised of 17 hours for backgrounds on potential new hires, 12.75 Patrol 1.5 fraction allotments, 2 hours for road coverage related to Celebrate De Pere and 5 hours other.

The May Reimbursed Miscellaneous OT of 43 total hours is comprised of 20 DTF Investigation Hours, and 23 OWI Task Force Hours.

The special event OT is for the many special events the city encounters, including among others the marathon and Celebrate De Pere.

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

ATTACHMENTS:

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

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

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

Total Overtime Budget: \$133,357.00

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

Percent of Total Budget: 108.74%

NOTES:

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

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

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

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

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

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

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

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

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

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

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

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

OVERTIME BY REASON 2015

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

Total Overtime Budget: \$150,000.00

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

Percent of Total Budget: 81.48%

NOTES:

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

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

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

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

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

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

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

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

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

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

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

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

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

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*++	TOTAL
OFFICER SICK RELIEF	42.00	8.00	21.00	29.00	71.50								171.50
OFFICER WORKED ON HOLIDAY	8.00	8.00	36.00	4.00	80.75								136.75
OFFICER FOR COURT	13.00	10.50	12.00		22.00								57.50
OFFICER TRAINING	40.50	42.50	155.75	227.50	132.25								598.50
OFFICER RELIEF FOR FUNERAL		7.50		7.50	4.00								19.00
OFFICER ATTEND MEETING	14.00	10.00	20.00	14.00	4.50								62.50
STAFFING LEVEL	8.00	19.00	34.50	28.50	135.50								225.50
INVESTIGATION	39.50	25.50	18.25	49.50	47.00								179.75
HONOR GUARD FOR FUNERAL		7.50											7.50
SCHOOL LIAISON REIMBURSED	21.50	20.00	7.00	17.50	26.00								92.00
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		12.50			197.75								210.25
MISCELLANEOUS	8.00	17.25	46.00	15.50	36.75								123.50
MISCELLANEOUS REIMBURSED	76.50	42.00	112.00	89.00	43.00								362.50
Gross OFFICER OVERTIME	271.00	230.25	462.50	482.00	801.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2246.75
SUBTOTAL REIMBURSED OVERTIME	(98.00)	(74.50)	(119.00)	(106.50)	(266.75)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(664.75)
NET OFFICER OVERTIME	173.00	155.75	343.50	375.50	534.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1582.00
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: \$140,000.00
Expenditures through 04/26/2016 \$50,710.59
Percent of Total Budget: 36.22%

NOTES:

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

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

#Period
##Period
^^Period

^^^Period
*+Period
*+*Period

Attachment: May 2016 PD OT Report (4804 : Police Overtime May 2016)

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

MEETING DATE: June 14, 2016

DEPARTMENT: Plan Commission

FROM: Kimberly Flom

SUBJECT: Consideration of Revolving Loan Fund documents for D2
Ingredients (1244 Enterprise Drive)

ATTACHMENTS:

- FP Memo D2 Ingredients 6-16 (DOCX)
- D2 Ingredients LP - Loan Agreement (PDF)
- D2 Ingredients LP - Mortgage(PDF)
- D2 Ingredients LP - Personal Guarantee (PDF)
- D2 Ingredients LP - Promissory Note (PDF)

City of De Pere MEMORANDUM



To: Finance & Personnel Committee
 From: Kimberly Flom, Economic Development & Planning Director
 Date: June 7, 2016
 RE: **Revolving Loan Fund (RLF) Application for D2 Ingredients**

PROJECT SUMMARY

In May of 2016, the Common Council authorized staff to negotiate a Revolving Loan Fund for D2 Ingredients, located at 1244 Enterprise Drive. The business is expanding, and as part of that expansion, they are acquiring their current property and building. They are requesting \$60,000 of RLF Funds to be used for property acquisition. The project will create 3 full time equivalent employees (\$20,000/employee) over a 2 year period. We have reviewed the application in detail and worked with the applicant to develop the attached loan agreement.

Sources and Uses

Sources

First Merit Loan - \$424,000
 De Pere Revolving Loan Fund - \$60,000
 Owner Equity - \$46,000
 Total: \$530,000

Uses

Building - \$455,000
 Equipment - \$75,000
 Total: \$530,000

RLF Loan Terms

- Loan Amount: \$60,000
- Interest Rate: 1%
- Term: 12 years (amortized on a 20 year basis)
- Collateral: \$60,000 second security position in real estate and \$60,000 personal guarantee
- Payments: Monthly
- Other: Borrower to create 3 full-time jobs and comply with RLF reporting requirements.

Staff requests approval of the attached loan documents from the Finance & Personnel Committee.

Attachments

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

Attachment: FP Memo D2 Ingredients 6-16 (4798 : D2 Ingredients Revolving Loan Fund)

**LOAN AGREEMENT
D2 Ingredients LP**

THIS AGREEMENT made and entered into this _____ day of _____, 2016, by and between the City of De Pere, Wisconsin, a municipal corporation (“City”) and D2 Ingredients LP, a Wisconsin limited partnership (“Borrower”).

WHEREAS, Borrower seeks to purchase real estate located at 1244 Enterprise (Parcel ED-2073), De Pere, Wisconsin; and

WHEREAS, Borrower, currently a tenant on such property, has requested a loan under the City’s Economic Development Revolving Loan Program in the amount of Sixty Thousand Dollars (\$60,000) for real property acquisition to enable Borrower to purchase such business site; and

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

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

D2 Ingredients LP – Loan Agreement
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City of De Pere for the purpose of granting economic development loans to various businesses, subject to certain conditions; and

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

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

I. The Loan.

1. The City hereby agrees to lend Borrower an initial principal amount not to exceed Sixty Thousand Dollars (\$60,000) to facilitate acquisition of the real property upon which Borrower is locating its food manufacturing and distribution facility. The loan will be evidenced by a Promissory Note as set forth in Paragraph 3 below.

2. The Promissory Note and terms of repayment thereof shall be subject to all other terms and conditions as set forth in this Agreement. The debt obligation of Borrower under this Loan Agreement and its Promissory Note are direct obligations of the Borrower. Additionally, as security for this loan, Borrower shall execute a mortgage in the amount of Sixty Thousand Dollars (\$60,000) covering the real property at 1244 Enterprise Drive (Parcel ED-2073). Such mortgage shall be in a second security position; subordinate only to Borrower's principal financial lender, First Merit Bank. The principal balance on the first mortgage to First Merit Bank shall not exceed Four Hundred Twenty-Four Thousand Dollars (\$424,000). A copy of the City mortgage is attached as Exhibit A.

As additional security for this loan, John P. Connelly shall execute legally binding Personal Guarantee of Specific Transaction in the amount of the loan, copy of which are attached hereto and incorporated by reference as Exhibit B.

3. As final security, Borrower shall execute and deliver to the City a Promissory Note under the terms specified herein, a copy of which is attached hereto and incorporated by reference as Exhibit C. Such Promissory Note shall be for a twelve (12) year term with interest at one percent (1%) per annum amortized on a twenty (20) year basis, with a balloon payment of amounts due, or renegotiation of this loan, at the conclusion of twelve (12) years. Borrower unconditionally agrees to repay the loan, together with any interest thereon, in the amounts and at the times specified in accordance with the terms of this Loan Agreement and the Promissory Note. Payment of principal and interest shall commence thirty (30) days after Borrower's first draw of funds. All such repayments shall be made by electronic funds transfer directly to a financial institution designated by the City.

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

III. Disbursement of Loan Funds. Borrower will use its own funds on hand and funds from Borrower's private lender as "match funds" required by the City's Economic Development Revolving Loan Program Policies and Procedures Manual (Revised 1/16/13). The City shall distribute the loan funds hereunder as otherwise provided herein only upon receipt of documentation of the expenditure of such required "matching funds". The closing on the loan is anticipated to occur on Thursday, June 16, 2016 or at such other time as may be mutually agreeable. Borrower shall provide City with a copy of its closing statement

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evidencing closing on the purchase of the real estate to confirm use of the matching funds required hereunder.

IV. Employment. Borrower shall create and fill at least three (3) full-time equivalent positions from the date of execution of this Loan Agreement to a date twenty-four (24) months from such execution. Of these positions, at least two (2) shall be for low or moderate income individuals. For purposes of this Agreement, “low or moderate income individuals” means persons with household income less than eighty percent (80%) of the median household income by family size in Brown County.

V. Covenants and Agreements of D2 Ingredients LP

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

- A. The loan proceeds under this Agreement shall be spent and used only for those purposes provided herein.
- B. Borrower is eligible to receive the loan proceeds under the City’s Revolving Loan Program and that no conflict of interest exists.
- C. During the period between the execution of this Loan Agreement and a date twenty-four (24) months from the execution of such Agreement, of the three (3) full-time equivalent positions created and filled, at least fifty-one (51%) percent or more of which will be occupied by low and moderate income individuals. These positions shall be maintained for a minimum of twelve (12) months.
- D. Borrower will not place any additional encumbrance of any kind on the real estate or improvements therein.

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- E. Borrower will retain its operations in the City of De Pere, Wisconsin.
- F. Borrower shall not make any loans to any officers, employees, relatives, or other corporate entities during the term of this loan which will affect or create an indebtedness upon the assets used as security hereof without first notifying and gaining the written approval of the City, which approval will not be unreasonably withheld.
- G. Borrower will maintain adequate theft, fire, business continuation and casualty insurance on any and all assets utilized in the business operation.
- H. Borrower agrees to complete and provide to City all reports and other requisite information required or necessary to ensure compliance with state and federal laws.

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

VII. Failure to Create Jobs. Borrower and the City recognize that on the date of the signing of this Agreement, conventional private sector financing for the real property

D2 Ingredients LP – Loan Agreement
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purchase at the rate offered by the City under this Loan Agreement was not available. For that reason, in consideration of the agreement of the City to extend Sixty Thousand Dollars (\$60,000) through its Revolving Loan Program to Borrower, Borrower has agreed to create and/or maintain the full-time equivalent jobs as provided above. Borrower acknowledges and understands that the primary objective to this loan is to supply Borrower with funds necessary to purchase the real estate at 1244 Enterprise Drive, De Pere, WI. The parties recognize that the proceeds of the loan, which are contemplated by this Agreement to be an amount of Sixty Thousand Dollars (\$60,000), are made upon the terms which are acknowledged by Borrower to be favorable and beneficial to Borrower and that such terms have been offered by the City in order that the respective objectives set forth in this paragraph may be achieved. Based on these understandings and agreements, Borrower agrees that it will pay a penalty in the amount of One Thousand Eight Hundred Dollars (\$1,800) per full-time equivalent job if it fails or neglects to create or maintain as specified in Paragraph IV, above. Borrower also agrees it will pay, as a penalty, the amount of One Thousand Eight Hundred Dollars (\$1,800) for any of the positions required to be filled by low or moderate income persons which Borrower fails or neglects to hire or retain. The City shall determine and report to Borrower on or before twelve (12) months or the last quarterly report concerning compliance with this provision. The total amount of any penalty shall be determined by the City and communicated to Borrower in writing on or before a date thirty (30) months from the date of execution of this Agreement and shall be paid in full on the date of the next required monthly payment.

In the event that Borrower is unable to create or retain employment as a result of economic decline in Borrower's business or as a result of damage to Borrower's facilities

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

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

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

A. **Default Other than for Payment of Principal or Interest.** In the event that Borrower fails to comply with any term or provision contained in this Loan Agreement, or the Promissory Note, other than failure to make payment of principal or interest due, the City will notify Borrower, in writing, of the default, the action required to cure the default, and a date not less than sixty (60) days from the date of notice on which such action as may be required must be performed. In the event that Borrower does not carry out such action as required by the City by the date specified in the notice, Borrower shall be in default. In the event of default, all sums due and owing the City under the

Promissory Note, including the full unpaid balance and all accrued interest and penalties thereon, shall, at the option of the City, become immediately due and payable without notice or demand.

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

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

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

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

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

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

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

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

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

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

If to Borrower:

D2 Ingredients LP
Attn: John P. Connelly, President
1244 Enterprise Drive
De Pere, WI, 54115

If to City:

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

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

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

D2 INGREDIENTS LP

CITY OF DE PERE

By: _____
John P. Connelly, President

By: _____
Michael J. Walsh, Mayor

By: _____
Shana D. Ledvina, Clerk-Treasurer

State Bar of Wisconsin Form 21-2003
MORTGAGE

Document Number

Document Name

D2 Ingredients LP, a Wisconsin Limited Partnership

("Mortgagor," whether one or more) mortgages to City of De Pere, a Wisconsin Municipal Corporation, its successors or assigns ("Mortgagee," whether one or more), to secure payment of \$ 60,000.00 evidenced by a note or notes, or other obligation ("Obligation") dated _____, executed by John P. Connelly, President of D2 Ingredients LP

to Mortgagee, and any extensions, renewals and modifications of the Obligation and refinancings of any such indebtedness on any terms whatsoever (including increases in interest) and the payment of all other sums, with interest, advanced to protect the Property and the security of this Mortgage, and all other amounts paid by Mortgagee hereunder, the following property, together with all rights and interests appurtenant thereto in law or equity, all rents, issue and profits arising therefrom, including insurance proceeds and condemnation awards, all structures, improvements and fixtures located thereon, in Brown County, State of Wisconsin ("Property"):

EAST SIDE INDUSTRIAL PARK 1ST ADDN LOT 9 & S 25 FT OF LOT 8

Recording Area

Name and Return Address

Judith Schmidt-Lehman
City Attorney
City of De Pere
335 South Broadway Street
De Pere, WI 54115

ED-2073

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

This is not a purchase money mortgage.
(is) (is not)

1. MORTGAGOR'S COVENANTS.

a. **COVENANT OF TITLE.** Mortgagor warrants title to the Property, except restrictions and easements of record, if any, and further excepting:

Mortgage to First Merit Bank in the amount of \$424,000.00, dated _____ and recorded in the Brown County Register of Deeds Office on _____ as Document # _____.

b. **FIXTURES.** Any property which has been affixed to the Property and is used in connection with it is intended to become a fixture. Mortgagor waives any right to remove such fixture from the Property which is subject to this Mortgage.

c. **TAXES.** Mortgagor promises to pay when due all taxes and assessments levied on the Property or upon Mortgagee's interest in it and to deliver to Mortgagee on demand receipts showing such payment.

d. **INSURANCE.** Mortgagor shall keep the improvements on the Property insured against loss or damage occasioned by fire, extended coverage perils and such other hazards as Mortgagee may require, without co-insurance, through insurers approved by Mortgagee, in the amount of the full replacement value of the improvements on the Property. Mortgagor shall pay the insurance premiums when due. The policies shall contain the standard mortgage clause in favor of Mortgagee, and evidence of all policies covering the Property shall be provided to Mortgagee. Mortgagor shall promptly give notice of loss to insurance companies and Mortgagee. Unless Mortgagor and Mortgagee

otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided Mortgagee deems the restoration or repair to be economically feasible.

e. **OTHER COVENANTS.** Mortgagor covenants not to commit waste nor suffer waste to be committed on the Property, to keep the Property in good condition and repair, to keep the Property free from future liens superior to the lien of this Mortgage and to comply with all laws, ordinances and regulations affecting the Property. Mortgagor shall pay when due all indebtedness which may be or become secured at any time by a mortgage or other lien on the Property superior to this Mortgage and any failure to do so shall constitute a default under this Mortgage.

2. **DEFAULT AND REMEDIES.** Mortgagor agrees that time is of the essence with respect to payment of principal and interest when due, and in the performance of the terms, conditions and covenants contained herein or in the Obligation secured hereby. In the event of default, Mortgagee may, at its option, declare the whole amount of the unpaid principal and accrued interest due and payable, and collect it in a suit at law or by foreclosure of this Mortgage or by the exercise of any other remedy available at law or equity. If this Mortgage is subordinate to a superior mortgage lien, a default under the superior mortgage lien constitutes a default under this Mortgage.

3. **NOTICE.** Unless otherwise provided in the Obligation secured by this Mortgage, prior to any acceleration (other than under paragraph 9, below) Mortgagee shall mail notice to Mortgagor specifying: (a) the default; (b) the action required to cure the default; (c) a date, not less than 15 days from the date the notice is mailed to Mortgagor by which date the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration.

4. **EXPENSES AND ATTORNEY FEES.** In case of default, whether abated or not, all costs and expenses, including, but not limited to, reasonable attorney fees, to the extent not prohibited by law shall be added to the principal, become due as incurred, and in the event of foreclosure be included in the judgment.

5. **FORECLOSURE WITHOUT DEFICIENCY.** Mortgagor agrees to the provisions of Sections 846.101 and 846.103, Wis. Stats., as may apply to the Property and as may be amended, permitting Mortgagee in the event of foreclosure to waive the right to judgment for deficiency and hold the foreclosure sale within the time provided in such applicable Section.

6. **RECEIVER.** Upon default or during the pendency of any action to foreclose this Mortgage, Mortgagor consents to the appointment of a receiver of the Property, including homestead interest, to collect the rents, issues and profits of the Property during the pendency of such an action, and such rents, issues and profits when so collected shall be held and applied as the court shall direct.

7. **WAIVER.** Mortgagee may waive any default without waiving any other subsequent or prior default by Mortgagor.

8. **MORTGAGEE MAY CURE DEFAULTS.** In the event of any default by Mortgagor of any kind under this Mortgage or any Obligation secured by this Mortgage, Mortgagee may cure the default and all sums paid by Mortgagee for such purpose shall immediately be repaid by Mortgagor with interest at the rate then in effect under the Obligation secured by this Mortgage and shall constitute a lien upon the Property.

9. **CONSENT REQUIRED FOR TRANSFER.** Mortgagor shall not transfer, sell or convey any legal or equitable interest in the Property (by deed, land contract, option, long-term lease or in any other way) without the prior written consent of Mortgagee, unless either the indebtedness secured by this Mortgage is first paid in full or the interest conveyed is a mortgage or other security interest in the Property, subordinate to the lien of this Mortgage. The entire indebtedness under the Obligation secured by this Mortgage shall become due and payable in full at the option of Mortgagee without notice, which notice is hereby waived, upon any transfer, sale or conveyance made in violation of this paragraph. A violation of the provisions of this paragraph will be considered a default under the terms of this Mortgage and the Obligation it secures.

10. **ASSIGNMENT OF RENTS.** Mortgagor hereby transfers and assigns absolutely to Mortgagee, as additional security, all rents, issues and profits which become or remain due (under any form of agreement for use or occupancy of the Property or any portion thereof), or which were previously collected and remain subject to Mortgagor's control following any default under this Mortgage or the Obligation secured hereby and delivery of notice of exercise of this assignment by Mortgagee to the tenant or other user(s) of the Property in accordance with the provisions of Section 708.11, Wis. Stats., as may be amended. This assignment shall be enforceable with or without appointment of a receiver and regardless of Mortgagee's lack of possession of the Property.

11. **ENVIRONMENTAL PROVISION.** Mortgagor represents, warrants and covenants to Mortgagee that (a) during the period of Mortgagor's ownership or use of the Property no substance has been, is or will be present, used, stored, deposited, treated, recycled or disposed of on, under, in or about the Property in a form, quantity or manner which if known to be present on, under, in or about the Property would require clean-up, removal or other remedial action ("Hazardous Substance") under any federal, state or local laws, regulations, ordinances, codes or rules ("Environmental Laws"); (b) Mortgagor has no knowledge, after due inquiry, of any prior use or existence of any Hazardous Substance on the Property by any prior owner of or person using the Property; (c) without limiting the generality of the foregoing, Mortgagor has no knowledge, after due inquiry, that the Property contains asbestos, polychlorinated biphenyl components ("PCBs") or underground storage tanks; (d) there are no conditions existing currently or likely to exist during the term of this Mortgage which would subject Mortgagor to any damages, penalties, injunctive relief or clean-up costs in any governmental or regulatory action or third-party claims relating to any Hazardous Substance; (e) Mortgagor is not subject to any court or administrative proceeding, judgment, decree, order or citation relating to any Hazardous Substance; and (f) Mortgagor in the past has been, at the present is and in the future will remain in compliance with all Environmental Laws. Mortgagor shall indemnify and hold harmless Mortgagee from all loss, cost (including reasonable attorney fees and legal expenses), liability and damage whatsoever directly or indirectly resulting from, arising out of or based upon (i) the presence, use, storage, deposit, treatment, recycling or disposal, at any time, of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, (ii) the violation or alleged violation of any Environmental Law, permit, judgment or license relating to the presence, use, storage, deposit, treatment, recycling or disposal of any Hazardous Substance on, under, in or about the Property, or the transportation of any Hazardous Substance to or from the Property, or (iii) the imposition of any governmental lien for the recovery of environmental clean-up costs expended under any Environmental Law. Mortgagor shall immediately notify Mortgagee in writing of any governmental or regulatory action or third-party claim instituted or threatened in connection with any Hazardous Substance on, in, under or about the Property.

12. **SECURITY INTEREST ON FIXTURES.** To further secure the payment and performance of the Obligation, Mortgagor hereby grants to Mortgagee a security interest in:

CHOOSE ONE OF THE FOLLOWING OPTIONS; IF NEITHER IS CHOSEN, OPTION A SHALL APPLY:

- ☒ A. All fixtures and personal property located on or related to the operations of the Property whether now owned or hereafter acquired.
- ☐ B. All property listed on the attached schedule.

This Mortgage shall constitute a security agreement within the meaning of the Uniform Commercial Code with respect to those parts of the Property indicated above. This Mortgage constitutes a fixture filing and financing statement as those terms are used in the Uniform Commercial Code. This Mortgage is to be filed and recorded in the real estate records of the county in which the Property is located, and the following information is included: (1) Mortgagor shall be deemed the "debtor"; (2) Mortgagee shall be deemed to be the "secured party" and shall have all of the rights of a secured party under the Uniform Commercial Code; (3) this Mortgage covers goods which are or are to become fixtures; (4) the name of the record owner of the land is the debtor; (5) the legal name and address of the debtor are D2 Ingredients LP, 1244 Enterprise Drive, De Pere, WI 54115;

(6) the state of organization and the organizational identification number of the debtor (if applicable) are _____; and

(7) the address of the secured party is 335 S. Broadway Street, De Pere, WI 54115.

13. **SINGULAR; PLURAL.** As used herein, the singular shall include the plural and any gender shall include all genders.

14. **JOINT AND SEVERAL/LIMITATION ON PERSONAL LIABILITY.** The covenants of this Mortgage set forth herein shall be deemed joint and several among Mortgagors, if more than one. Unless a Mortgagor is obligated on the Obligation secured by this Mortgage, Mortgagor shall not be liable for any breach of covenants contained in this Mortgage.

15. **INVALIDITY.** In the event any provision or portion of this instrument is held to be invalid or unenforceable, this shall not impair or preclude the enforcement of the remainder of the instrument.

16. **MARITAL PROPERTY STATEMENT.** Any individual Mortgagor who is married represents that the obligation evidenced by this instrument was incurred in the interest of Mortgagor's marriage or family.

Dated _____.

D2 INGREDIENTS LP

_____(SEAL)_____(SEAL)
* _____ * John P. Connelly, President

_____(SEAL)_____(SEAL)
* _____ *

AUTHENTICATION

Signature(s) _____
authenticated on _____.

* _____
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Judith Schmidt-Lehman

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
_____ COUNTY)

Personally came before me on _____,
the above-named _____,
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

* _____
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: _____)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
MORTGAGE STATE BAR OF WISCONSIN FORM NO. 21-2003

* Type name below signatures.

PERSONAL GUARANTEE OF SPECIFIC TRANSACTION

1. GUARANTEE. For value received, and to induce the City of De Pere (Lender) to extend credit to D2 Ingredients LP, a Wisconsin limited partnership, (Debtor), John P. Connelly (hereinafter "the undersigned") guarantees payment of and promises to pay or cause to be paid to Lender, when due, or to the extent not prohibited by law, at the time Debtor becomes a subject of bankruptcy or other insolvency proceedings, the Promissory Note or Loan Agreement payable to Lender dated _____, 2016, executed by Debtor in the principal amount of Sixty Thousand Dollars (\$60,000), plus interest charges and fees as provided for in the Promissory Note, Loan Agreement, and any extensions, renewals, and deferrals of it, and also including the amount of any payments made to Lender on behalf of Debtor which are recovered by Lender by a trustee, receiver, creditor, or other party pursuant to applicable law (the obligations) and to the extent not prohibited by law, all costs, expenses, fees, at any time paid or incurred in endeavoring to collect all or part of the obligations or to realize upon this guarantee or any collateral securing any obligation. To the extent not prohibited by law, this guarantee is valid and enforceable against the undersigned, even though any obligation is invalid and unenforceable against Debtor.

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

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full, will independently, and without reliance on Lender, continue to make such determinations.

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

Dated in De Pere, Brown County, Wisconsin, this ____ day of _____, 2016.

John P. Connelly
2276 Dollar Road
De Pere, WI 54115

STATE OF WISCONSIN)) ss.
COUNTY OF BROWN)

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

Notary Public:

My commission expires: _____

PROMISSORY NOTE

\$60,000

Date: _____
De Pere, Wisconsin

FOR VALUE RECEIVED on this date, D2 Ingredients, LP, Maker, promises to pay to the order of the City of De Pere at 335 South Broadway, De Pere, WI, 54115, or at such other location as may be designated in writing from time to time, the principal sum of Sixty Thousand Dollars (\$60,000), together with interest, at the times and in the amounts hereinafter set forth.

PAYMENTS OF PRINCIPAL AND INTEREST

This note shall be of a duration of twelve (12) years. Payments of principal plus interest shall be amortized over a twenty (20) year basis with equal monthly installments over the twelve (12) year period with a balloon payment due at the end of the twelve (12) year period or renegotiation of the loan. This note shall bear interest at a rate of one percent (1%) per annum for the term of this note.

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

RIGHT TO PREPAY

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

D2 Ingredients LP – Promissory Note
Page 2 of 3

DEFAULT

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

SECURITY

As security for this note, Maker has entered into a Loan Agreement. Such loan is further secured through a mortgage on the real estate known as ED-2073, which shall be subordinate to the first mortgage in favor of First Merit Bank, with a principal amount not to exceed Four Hundred Twenty-Four Thousand Dollars (\$424,000). Additionally, such loan is secured through the execution of Personal Guarantee of Specific Transaction by John P. Connelly.

INDEMNITY

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

D2 Ingredients LP – Promissory Note
Page 3 of 3

CONSTRUCTION

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

BINDING EFFECT

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

Signed this _____ day of _____, 2016.

D2 INGREDIENTS LP

By: _____
John P. Connelly, President

Monthly Amortization Schedule

Amount of Note: 60,000
 Number of Months: 240
 Interest Rate: 1.00%

Calculated Payment: \$275.94

<u>Payment Number</u>	<u>Interest</u>	<u>Principal</u>	<u>Total Payment</u>	<u>Balance</u>
				\$60,000.00
1	\$50.00	\$225.94	\$275.94	\$59,774.06
2	\$49.81	\$226.12	\$275.94	\$59,547.94
3	\$49.62	\$226.31	\$275.94	\$59,321.63
4	\$49.43	\$226.50	\$275.94	\$59,095.12
5	\$49.25	\$226.69	\$275.94	\$58,868.43
6	\$49.06	\$226.88	\$275.94	\$58,641.55
7	\$48.87	\$227.07	\$275.94	\$58,414.48
8	\$48.68	\$227.26	\$275.94	\$58,187.23
9	\$48.49	\$227.45	\$275.94	\$57,959.78
10	\$48.30	\$227.64	\$275.94	\$57,732.14
11	\$48.11	\$227.83	\$275.94	\$57,504.32
12	\$47.92	\$228.02	\$275.94	\$57,276.30
13	\$47.73	\$228.21	\$275.94	\$57,048.09
14	\$47.54	\$228.40	\$275.94	\$56,819.70
15	\$47.35	\$228.59	\$275.94	\$56,591.11
16	\$47.16	\$228.78	\$275.94	\$56,362.33
17	\$46.97	\$228.97	\$275.94	\$56,133.36
18	\$46.78	\$229.16	\$275.94	\$55,904.21
19	\$46.59	\$229.35	\$275.94	\$55,674.86
20	\$46.40	\$229.54	\$275.94	\$55,445.32
21	\$46.20	\$229.73	\$275.94	\$55,215.58
22	\$46.01	\$229.92	\$275.94	\$54,985.66
23	\$45.82	\$230.12	\$275.94	\$54,755.54
24	\$45.63	\$230.31	\$275.94	\$54,525.24
25	\$45.44	\$230.50	\$275.94	\$54,294.74
26	\$45.25	\$230.69	\$275.94	\$54,064.05
27	\$45.05	\$230.88	\$275.94	\$53,833.16
28	\$44.86	\$231.08	\$275.94	\$53,602.09
29	\$44.67	\$231.27	\$275.94	\$53,370.82
30	\$44.48	\$231.46	\$275.94	\$53,139.36
31	\$44.28	\$231.65	\$275.94	\$52,907.71
32	\$44.09	\$231.85	\$275.94	\$52,675.86
33	\$43.90	\$232.04	\$275.94	\$52,443.82
34	\$43.70	\$232.23	\$275.94	\$52,211.59
35	\$43.51	\$232.43	\$275.94	\$51,979.16
36	\$43.32	\$232.62	\$275.94	\$51,746.54
37	\$43.12	\$232.81	\$275.94	\$51,513.72
38	\$42.93	\$233.01	\$275.94	\$51,280.72
39	\$42.73	\$233.20	\$275.94	\$51,047.51

<u>Payment Number</u>	<u>Interest</u>	<u>Principal</u>	<u>Total Payment</u>	<u>Balance</u>
40	\$42.54	\$233.40	\$275.94	\$50,814.12
41	\$42.35	\$233.59	\$275.94	\$50,580.52
42	\$42.15	\$233.79	\$275.94	\$50,346.74
43	\$41.96	\$233.98	\$275.94	\$50,112.76
44	\$41.76	\$234.18	\$275.94	\$49,878.58
45	\$41.57	\$234.37	\$275.94	\$49,644.21
46	\$41.37	\$234.57	\$275.94	\$49,409.64
47	\$41.17	\$234.76	\$275.94	\$49,174.88
48	\$40.98	\$234.96	\$275.94	\$48,939.92
49	\$40.78	\$235.15	\$275.94	\$48,704.77
50	\$40.59	\$235.35	\$275.94	\$48,469.42
51	\$40.39	\$235.55	\$275.94	\$48,233.88
52	\$40.19	\$235.74	\$275.94	\$47,998.13
53	\$40.00	\$235.94	\$275.94	\$47,762.20
54	\$39.80	\$236.13	\$275.94	\$47,526.06
55	\$39.61	\$236.33	\$275.94	\$47,289.73
56	\$39.41	\$236.53	\$275.94	\$47,053.20
57	\$39.21	\$236.73	\$275.94	\$46,816.48
58	\$39.01	\$236.92	\$275.94	\$46,579.55
59	\$38.82	\$237.12	\$275.94	\$46,342.43
60	\$38.62	\$237.32	\$275.94	\$46,105.11
61	\$38.42	\$237.52	\$275.94	\$45,867.60
62	\$38.22	\$237.71	\$275.94	\$45,629.89
63	\$38.02	\$237.91	\$275.94	\$45,391.97
64	\$37.83	\$238.11	\$275.94	\$45,153.86
65	\$37.63	\$238.31	\$275.94	\$44,915.56
66	\$37.43	\$238.51	\$275.94	\$44,677.05
67	\$37.23	\$238.71	\$275.94	\$44,438.34
68	\$37.03	\$238.90	\$275.94	\$44,199.44
69	\$36.83	\$239.10	\$275.94	\$43,960.33
70	\$36.63	\$239.30	\$275.94	\$43,721.03
71	\$36.43	\$239.50	\$275.94	\$43,481.53
72	\$36.23	\$239.70	\$275.94	\$43,241.83
73	\$36.03	\$239.90	\$275.94	\$43,001.93
74	\$35.83	\$240.10	\$275.94	\$42,761.82
75	\$35.63	\$240.30	\$275.94	\$42,521.52
76	\$35.43	\$240.50	\$275.94	\$42,281.02
77	\$35.23	\$240.70	\$275.94	\$42,040.32
78	\$35.03	\$240.90	\$275.94	\$41,799.41
79	\$34.83	\$241.10	\$275.94	\$41,558.31
80	\$34.63	\$241.30	\$275.94	\$41,317.01
81	\$34.43	\$241.51	\$275.94	\$41,075.50
82	\$34.23	\$241.71	\$275.94	\$40,833.79
83	\$34.03	\$241.91	\$275.94	\$40,591.89
84	\$33.83	\$242.11	\$275.94	\$40,349.78
85	\$33.62	\$242.31	\$275.94	\$40,107.46
86	\$33.42	\$242.51	\$275.94	\$39,864.95
87	\$33.22	\$242.72	\$275.94	\$39,622.23
88	\$33.02	\$242.92	\$275.94	\$39,379.32
89	\$32.82	\$243.12	\$275.94	\$39,136.20
90	\$32.61	\$243.32	\$275.94	\$38,892.87
91	\$32.41	\$243.53	\$275.94	\$38,649.35
92	\$32.21	\$243.73	\$275.94	\$38,405.62
93	\$32.00	\$243.93	\$275.94	\$38,161.69
94	\$31.80	\$244.14	\$275.94	\$37,917.55
95	\$31.60	\$244.34	\$275.94	\$37,673.21

<u>Payment Number</u>	<u>Interest</u>	<u>Principal</u>	<u>Total Payment</u>	<u>Balance</u>
96	\$31.39	\$244.54	\$275.94	\$37,428.67
97	\$31.19	\$244.75	\$275.94	\$37,183.92
98	\$30.99	\$244.95	\$275.94	\$36,938.97
99	\$30.78	\$245.15	\$275.94	\$36,693.82
100	\$30.58	\$245.36	\$275.94	\$36,448.46
101	\$30.37	\$245.56	\$275.94	\$36,202.90
102	\$30.17	\$245.77	\$275.94	\$35,957.13
103	\$29.96	\$245.97	\$275.94	\$35,711.16
104	\$29.76	\$246.18	\$275.94	\$35,464.98
105	\$29.55	\$246.38	\$275.94	\$35,218.60
106	\$29.35	\$246.59	\$275.94	\$34,972.01
107	\$29.14	\$246.79	\$275.94	\$34,725.22
108	\$28.94	\$247.00	\$275.94	\$34,478.22
109	\$28.73	\$247.20	\$275.94	\$34,231.01
110	\$28.53	\$247.41	\$275.94	\$33,983.60
111	\$28.32	\$247.62	\$275.94	\$33,735.99
112	\$28.11	\$247.82	\$275.94	\$33,488.16
113	\$27.91	\$248.03	\$275.94	\$33,240.13
114	\$27.70	\$248.24	\$275.94	\$32,991.90
115	\$27.49	\$248.44	\$275.94	\$32,743.45
116	\$27.29	\$248.65	\$275.94	\$32,494.80
117	\$27.08	\$248.86	\$275.94	\$32,245.95
118	\$26.87	\$249.06	\$275.94	\$31,996.88
119	\$26.66	\$249.27	\$275.94	\$31,747.61
120	\$26.46	\$249.48	\$275.94	\$31,498.13
121	\$26.25	\$249.69	\$275.94	\$31,248.44
122	\$26.04	\$249.90	\$275.94	\$30,998.54
123	\$25.83	\$250.10	\$275.94	\$30,748.44
124	\$25.62	\$250.31	\$275.94	\$30,498.13
125	\$25.42	\$250.52	\$275.94	\$30,247.60
126	\$25.21	\$250.73	\$275.94	\$29,996.87
127	\$25.00	\$250.94	\$275.94	\$29,745.94
128	\$24.79	\$251.15	\$275.94	\$29,494.79
129	\$24.58	\$251.36	\$275.94	\$29,243.43
130	\$24.37	\$251.57	\$275.94	\$28,991.86
131	\$24.16	\$251.78	\$275.94	\$28,740.09
132	\$23.95	\$251.99	\$275.94	\$28,488.10
133	\$23.74	\$252.20	\$275.94	\$28,235.90
134	\$23.53	\$252.41	\$275.94	\$27,983.50
135	\$23.32	\$252.62	\$275.94	\$27,730.88
136	\$23.11	\$252.83	\$275.94	\$27,478.05
137	\$22.90	\$253.04	\$275.94	\$27,225.01
138	\$22.69	\$253.25	\$275.94	\$26,971.76
139	\$22.48	\$253.46	\$275.94	\$26,718.30
140	\$22.27	\$253.67	\$275.94	\$26,464.63
141	\$22.05	\$253.88	\$275.94	\$26,210.75
142	\$21.84	\$254.09	\$275.94	\$25,956.66
143	\$21.63	\$254.31	\$275.94	\$25,702.35
144	\$21.42	\$254.52	\$275.94	\$25,447.83
145	\$21.21	\$254.73	\$275.94	\$25,193.10
146	\$20.99	\$254.94	\$275.94	\$24,938.16
147	\$20.78	\$255.15	\$275.94	\$24,683.00
148	\$20.57	\$255.37	\$275.94	\$24,427.64
149	\$20.36	\$255.58	\$275.94	\$24,172.06
150	\$20.14	\$255.79	\$275.94	\$23,916.26
151	\$19.93	\$256.01	\$275.94	\$23,660.26

Balloon Pmt.

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

MEETING DATE: June 14, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consider Revised Sale/Purchase Agreement with Green Bay Packaging*

ATTACHMENTS:

- GBP land sale memo to F-P 6-2016 2x changes accepted (DOCX)
- GBP 2016 map (PDF)
- GBP 2015 staff memo (PDF)

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
Members of the Finance/Personnel Committee

From: Kimberly T. Flom, Director of Economic Development and Planning
Judith Schmidt-Lehman, City Attorney

RE: Sale of Part of Parcel WD-L492-B

Date: June 14, 2016

At the May 12, 2015 Finance/Personnel Committee, the Committee authorized staff to negotiate the sale of approximately 22 acres of business park property to Green Bay Packaging (GBP). The property is located immediately south of GBP's current facility at 2275 American Blvd. immediately south of property. Included with this memo is a copy of the staff memo from that 2015 meeting.

During the course of discussions with GBP, they decided to request the ability to purchase an additional 11 +/- acres adjacent to their facility in order to facilitate building expansion to the east of their facility in addition to the south.

GBP is proposing to split Parcel WD-L492-B as shown on the attached map, which shows the approximate dimensions and location of the parcels. Actual parcel size will be dependent upon a Certified Survey Map being created.

In 2015, the Committee authorized the sale of the 22.81 acre parcel to GBP at \$30,000/acre. Recognizing the shape challenge associated with the parcels noted on the map as 7.5 and 3.42 acre parcels, the suggested sale prices for those 'lots' are \$30,000/acre and \$20,000/acre respectively. City staff is looking for approval to continue negotiating the sale of the proposed property at the above sale prices/acre and along the framework authorized under the 2015 approval, namely:

1. The City would complete the necessary CSM for the land division.
2. The City would provide the Phase I and II Environmental Assessment of the property.
3. The City would provide the current wetland information for the property.
4. The City would provide regional storm water treatment for the site. Part of the site is treated and the other area is planned to be treated in our long term business park plans.
5. With the reduced per acre price, all or a portion of the difference would be considered a tax increment incentive and would be documented as such if a future project occurs on the property.
6. GBP would provide the City a first right of refusal to repurchase the property if a third party offer is considered.
7. GBP would submit a plan to the City within 10 years. If development does not occur within this period they can negotiate an extension or property may be purchased back by the City.
8. GBP would ensure the property would be maintained to ensure there are no future issues with drainage.

If you have any question or concerns, please contact Kim or Judy at your convenience.



CITY OF DE PERE

335 South Broadway
De Pere, WI 54115
Fax No.: 920/339-4049
Web: <http://www.de-pere.org>



May 12, 2015

To: Finance Committee

From: Ken Pabich, Director of Planning and Economic Development

RE: Sale of Part of Parcel WD-L492-B

Green Bay Packaging (GBP) has made inquiry to purchase part of parcel WD-L492-B which is located on American Boulevard. GBP is looking to secure property for either an expansion or a new facility in the future. At this time, there are no immediate plans for an expansion or a new facility. The attached map (Exhibit A) shows the existing GBP facility and the approximate configuration of the property that they would like to acquire. It would be approximately 21 acres (actual acreage to be determined after a CSM is completed).

The City asking price for the property is \$40,000 per acre and the suggested purchase price is for \$30,000 per acre. Given the size of the acquisition, staff met with GBP and developed the following framework for an agreement:

1. The City would complete the necessary CSM for the land division.
2. The City would provide the Phase I and II Environmental Assessment of the property.
3. The City would provide the current wetland information for the property.
4. The City would provide regional storm water treatment for the site. Part of the site is treated and the other area is planned to be treated in our long term business park plans.
5. With the reduced per acre price, a portion of the difference would be considered a tax increment incentive and would be documented as such if a future project occurs on the property.
6. GBP would provide the City a first right of refusal to repurchase the property if a third party offer is considered.
7. GBP would submit a plan to the City within 10 years. If development does not occur within this period they can negotiate an extension or property may be purchased back by the City.
8. GBP would ensure the property would be maintained to ensure there are no future issues with drainage.

Staff feels that the framework for the sale is acceptable. Staff is looking for approval from the Finance Committee to complete the CSM, sale agreement and obtain Council approval.

Recommendation

Staff would recommend the Finance Committee authorize staff to negotiate the terms of the development agreement and the appropriate sale documents.

Attachment: GBP 2015 staff memo (4807 : Consider revised Sale/Purchase Agreement with Green Bay Packaging*)

Exhibit A

6.c

Legend

 Fee Parcel- April 2015

Lot 1

Fee Parcel
Approximate Acreage: 20.98

Lot 2

**Future American
Boulevard**

AMERICAN BLVD

BIOTECH WAY



1 inch = 300 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 or information contained in or comprising, this map.



City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: June 14, 2016

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Consider request to purchase a new fire engine (rescue pumper).*

ATTACHMENTS:

- FIRE ENGINE REQUEST (PDF)

Memo



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

From: Dennis L. Rubin, Fire Chief *DL Rubin*

Date: June 14, 2016

Re: Request to purchase a new Fire Engine (Rescue Pumper)

The Fire Rescue Department would like to respectfully request permission to purchase a new fire engine to respond to a wide variety of emergency calls for assistance from our citizens and visitors. The Department needs this new vehicle to replace the 1997 (19-years old) Pierce Saber Fire Engine. This vehicle was placed out of service permanently due to an unexpected frame rail failure, which was identified in March 2016. Our remaining two fire engines are a 2001 (15-years old) Pierce Saber Fire Engine. This vehicle has been identified as possessing the same frame rail failure issue as mentioned above. The manufacturer has indicated that major repairs will be required within the next two years to prevent a complete frame failure. This repair work is being planned for when the next fire engine arrives in early to mid-2017 (see Attachment A - Apparatus Report for more details). The third fire engine that the Department operates is a 1995 (21-years old) Pierce Saber Fire Engine. So, in the final analysis, a new replacement fire engine is mission critical to be able to continue to provide great public safety services as the 1997 Pierce has been retired from the fire rescue fleet. The Department's comprehensive fleet management status is included for review, see Attachment B.

Based on the unexpected frame rail failure, fire apparatus suppliers refused De Pere's 1997 Pierce as a trade-in vehicle. It was suggested to auction this unserviceable/unusable fire truck to the highest bidder for parts. As for the disposition of the 1997 Pierce, the Department has received permission from the City Administrator to sell this vehicle through the MSC Fleet Maintenance Division in "as is" condition using an internet sales site. Mr. Al Luberta has agreed to head up this internet sales project. All usable parts and equipment have been removed and repurposed or stored for later use. For homeland security and organizational image purposes, all De Pere markings and insignias will soon be removed making this vehicle ready for sale.

Attachment: FIRE ENGINE REQUEST (4770 : Consider request to purchase a new fire engine (rescue pumper).*)

The replacement vehicle that the Fire Rescue Department is requesting approval to purchase is a 2017 Pierce “Impel” fire engine. This is a fuel efficient, highly reliable emergency response fire truck that is currently in successful operation by hundreds of fire rescue departments across North America. Our recommended fire engine meets all national and state industry minimum standards (i.e., NFPA Standard 1901 and the like). Most importantly, this requested purchase meets the needs of the City of De Pere now and for many years into the future. Further, this new vehicle will be equipped with a current standard “clean air diesel” internal combustion engine. This power plant will release fewer carbon pollutants into the atmosphere, thereby allowing the City of De Pere to be a more responsible community steward by protecting our environment. Once this vehicle is approved by the Common Council for purchase, the delivery cycle time is projected at 320 days (ten months and two weeks). The emergency equipment transfer and installation from the retired vehicle will take two (2) additional weeks of time to complete before placing this new unit into service.

After considerable discussion and debate, the Specification Team chose the Impel Fire Engine built by Pierce Fire Apparatus & Equipment Company of Appleton, Wisconsin. This vehicle best meets the City of De Pere’s needs at the lowest cost achievable. The Specification Team conducted an exhaustive review of all proposed vehicles (see cost and use comparison chart Attachment C) to make a sound decision that was endorsed by the City Administrator and the Fire Leadership Team. Although **the requested purchase price is over target budget by \$27,613.10**, the decision points are many and all important in the Department’s view, to make this slightly higher funding request. The reasons that this is the fire engine being recommended to the Finance & Personnel Committee are as follows:

1. Selected bidder offers a 50 year warranty on the chassis by using a 13 3/8” steel frame rail system. Based on De Pere’s experience with fire truck frame rail failures and the desire to keep this vehicle at least 20 years, this was a significant point of consideration.
2. Selected bidder offers the best cash payment discount at \$27,950.
3. Selected bidder offered the two lowest priced vehicles with the selected one having the best frame rail – chassis system which will meet our longevity needs.
4. The selected model, Pierce Impel, will provide for ease of repairs and on-going maintenance, and matching our existing MSC parts inventory.
5. The selected model is familiar to the fire mechanics and MSC service technician.
6. The selected model factory is in near proximity (about 25 miles) to De Pere, when manufacturer repairs or service is needed.

The total fixed price of this vehicle is \$653,800, which does include all of the necessary “loose equipment” to place this vehicle into operation. In order to receive the best competitive price and ensure the most appropriate use of taxpayer funds, the Department requested competitive bids from regional fire engine vendors/suppliers. Three different qualified companies provided the Department with sealed bids as described in the request for proposal (RFP). On Friday, April 29, 2016 at 3:00 p.m. the bids were

opened at the East Side Fire Station. Attachment D is the base bid tabulation sheet that was compiled at this bid opening.

The Department was granted \$600,000 for a replacement fire engine in the 2016 Budget. The referenced funds are listed in the City of De Pere 2016 Annual Adopted Budget, in the Capital Projects Fund section; Line Item 415-50000-807. The expected value of the trade-in of approximately \$50,000 will not be realized or available based on the frame rail failure of the retired engine. Further, if the City of De Pere agrees to pay 100% of the sales price at the time of ordering this vehicle, a \$27,950 discount is available. If the Common Council agrees to make full payment at time of order, the Department is requesting a total of **\$627,613.10** be approved for this purchase ($\$653,800 + 1,763.10^1 - \$27,950 = \$627,613.10$).

Thank you for your consideration of this request. We respectfully urge the Finance and Personnel Committee to approve our request to purchase a 2017 Pierce Impel Fire Engine for a delivered total price of **\$627,613.10** (without a trade-in vehicle). Further, we ask the Committee to forward this recommendation for final approval by the City of De Pere Common Council. To complete this purchase, the Fire Rescue Department is requesting an additional appropriation of **\$27,613.10** be approved by City Council from the 2016 Capital Projects Fund and be added to this line item account.

¹ The Department recommends obtaining a performance bond at the cost of \$1,763.10 to protect the City's investment.

Attachment A

De Pere Fire Rescue Department

Fire Apparatus Report & Status

March 3, 2016

During a routine undercarriage inspection, cracks were discovered in the frame rails of the 1997 Pierce Pumper. Pierce Fire Apparatus Manufacturing Company provided the vehicle inspections and details about the condition of our fire fleet. The opinions expressed by Pierce matched the findings of our internal MSC workforce. Further, significant degradation was noted to the chassis (frame rails) on the 2001 Pierce Pumper. Our MSC vehicle maintenance supervisory personnel (Al & Tom) requested repair estimates from several reputable companies to obtain a general idea of repair costs and length of service analysis. Based on the results of the feedback that the fire apparatus repair companies provided, coupled with a discussion with the City Administrator and MSC Supervisory staff, the following steps are the path forward for the fire department fleet:

1. The 1997 Pierce Engine has been Red Lined – which means placed out of service permanently. The cost and time required for repairs exceeds a reasonable return on investment for the City.
 - a. All loose equipment has been or is in the process of being removed from this unit, for use on a replacement engine that will be purchased at a later time. All equipment items have or will be inventoried, photographed, shrink wrapped and placed in “cold” storage at the MSC until further notice.
 - b. “Old Engine 111” which is the 1997 Pierce Engine will be sold for scrap by the MSC in accordance the City’s policy for surplus equipment disposal.
2. The 2001 Pierce Engine will continue in service as Engine 111 (it has been moved to the East Side) until further notice. This vehicle is in need of significant repairs based on the same mechanical evaluation; however, the window for these repairs will be 12 to 24 months before this vehicle is in jeopardy of frame rail failure.
 - a. The in-hand cost estimate to repair this vehicle is \$80,000. The needed work requires frame repairs and other needed restoration work to extend the life of this unit an additional five years. Once we are ready to start this work, the price may have changed.
 - b. The funds to repair this vehicle to ensure safe and reliable operation will be requested in the next standard budget cycle during in the FY 2017 preparation.
 - c. If funding is appropriated, the 2001 Pierce Engine will be sent out for this major overhaul work, which is estimated at 12 months to complete.
 - d. To ensure the safety and reliability of this vehicle, it will be inspected every 12 months until the major overhaul and needed repairs are completed, by the Pierce Fire Apparatus Company.

Attachment: FIRE ENGINE REQUEST (4770 : Consider request to purchase a new fire engine (rescue pumper).*)

3. The 1995 Pierce Engine has been placed in service as Engine 121 (West Side station) until further notice.
 - a. The estimated time frame for this action (reserve to front line) is expected to be between 2 to 3 years (new engine arrival and complete the repairs to the 2001 engine).
 - b. At that point, this vehicle will return to service as the reserve engine at the West Side Fire House.
4. Thanks to the Fire Apparatus Specification Committee, the expectation is that a new engine will go out to bid sometime within the next two weeks.
 - a. If the bid(s) are within budget, the Engine will be ordered once approved by City Council.
 - b. The anticipation for delivery of the new engine, without any unforeseen issues or problems, should arrive somewhere between 14 to 18 months.
 - c. This engine is being programed to become the replacement Engine 111 (East side) to include the hydraulic tool "jaws of life" system.
 - d. Once this vehicle arrives and accepted by the Department, the 2001 Pierce will go out for the major overhaul repairs.
5. Once all of the needed repairs and purchase is completed, we will evaluate the status of the fleet at that point and make any other adjustments that are needed at that point. This plan will take between 3 to 5 years to complete, so trying to look beyond that time frame at this point would be futile.
6. When we have a need for a replacement engine the following process will be considered:
 - a. Short term need (which is represented by 2 weeks or less), we will attempt to request a loaner from a neighboring department.
 - b. Mid-term need (exceeds a 2 week window of time), we will attempt to lease (rent) a fire engine from a used fire truck manufacturer.
7. As a reminder, with the current vehicle status, all members are asked to be as cautious as possible by controlling vehicle speed and stopping at all negative right-a-way intersections.

Thanks to the MSC Staff and our C Shift members for determining the need for repairs for these issues. This situation will require all of us to work together to successfully resolve these problems and to serve our citizens and visitors.

Thank you!

Attachment B

FIRE RESCUE DEPARTMENT FLEET MANAGEMENT STATUS

MAY 10, 2016

Vehicle Description	Model Year	Mileage	Engine Hours	Pump Hours	Location	Functional Ability
Engine 111	1997 Pierce Saber (19-years old) Out of Service Permanently	56,051 miles	5,769	1,018	East Side	Frame Failure
Engine 121	2001 Pierce Saber (15-years old)	78,496 miles	6,782	2,096	East Side	Fire Engine – Water, Pump, Hose, Ladders, Compressed Air, Foam, Rescue Tools “Jaws”
Engine 122	1995 Pierce Saber (21-years old)	44,068 miles	4,338	1,122	West Side	Fire Engine – Water, Pump, Hose, Ladders
Ladder 111	1993 Pierce Arrow (23-years old)	35,812 miles	4,120	---	East Side	Aerial Ladder – 100-Foot Platform, Ladders
Ambulance 111	2009 Ford/Horton (7-years old)	90,122 miles	6,421	---	East Side	Ambulance – Advanced Life Support, Transport
Ambulance 112	2007 Ford Medtec (9-years old)	78,421 miles	6,286	---	East Side	Ambulance – Basic Life Support, Transport
Ambulance 121	2014 Chevrolet/Horton (2-year old)	31,427 miles	2,152	---	West Side	Ambulance – Advanced Life Support, Transport
Chief 101	2016 Ford Explorer	971 miles	---	---	East Side	Command Vehicle
Chief 102	2007 Dodge Ram (9-years old)	50,687 miles	---	---	East Side	Command Vehicle - Rescue Tools “Jaws”
Utility 111	2006 Chevrolet 2500 (11-years old)	52,664 miles	---	---	East Side	Command Vehicle

Attachment C

**De Pere Fire Rescue
Fire Engine Cost Comparison Chart**

	Vendor 1	Vendor 2	Vendor 3	Best value to DPFR
	FWD Seagrave	Mac's Fire & Safety	Fire Apparatus & Equipment	
Location	Clintonville, WI	Litchfield, IL	Appleton, WI	
Chassis	Seagrave "Marauder II"	KME "Predator SS"	Pierce "Impel" or "Enforcer"	
Cab Construction	Stainless Steel	Stainless Steel	Aluminum	Stainless Steel
Body Construction	Stainless Steel	Stainless Steel	Stainless Steel	Stainless Steel
Cost of proposed apparatus	\$699,280.00	\$668,500.00	Impel - \$653,800.00 Enforcer - \$626,800.00	
Early Payment discount	With 100% pre-payment, \$4,368 can be deducted from the total	With 100% pre-payment, \$21,000 can be deducted from the total	With 100% pre-payment, \$27,950 can be deducted from the total	If applicable
WARRANTIES				
Cab	15 years/100,000 miles	10 years	10 years/100,000 miles	15 years
Body	15 years/100,000 miles	10 years	10 years/100,000 miles	15 years
Paint	6 year pro-rated	10 years	10 years pro-rated for cab 12 years pro-rated for body	10-12 years
Chassis	20 years/100,000 miles	Lifetime	50 years	Lifetime
Plumbing	10 years		10 years/100,000 miles	10 years
Workmanship	2 years/20,000 miles	1 year	1 year	2 years
OTHER				
Frame Rail size	12 1/2" taper to 10 1/4"	10 1/4"	Enforcer - 10 1/4" Impel - 13 3/8"	12" or greater
Build Time	9 months, 10 days	11-12 months	10 1/2 months	9 months
Cab Length	72"	59 1/2"	70"	Not less than 70"
Overall Height	116 1/2"	123 1/2"	129"	Lower is better
Line-X Corrosion Resistance	Complete Coverage	Complete Coverage	Partial Coverage	Complete Coverage
Loose Equipment	Included	Included	Included	Included
Hard Suction Storage	Included	Included	Not Included	Included
Floor to ceiling height	67"	70"	62.95"	Increased headroom best
	13 of 17 best value to DPFR	8 of 17 best value to DPFR	7 of 17 best value to DPFR	17 categories identified
	No critical deficiencies	2 critical deficiencies, cab length and frame rail size	Frame rail size on the Enforcer chassis is a critical deficiency	

Attachment D

**CITY OF DE PERE - FIRE RESCUE DEPARTMENT
F-03-2016
ONE (2) 2016 OR CURRENT PRODUCTION YEAR
RESCUE/PUMPER TYPE APPARATUS WITH SIDE MOUNT PUMP AND FULL TILT CAB**

**TABULATION OF BIDS
BID OPENING: APRIL 29, 2016 at 3:00 P.M. AT FIRE STATION #1**

<u>SUPPLIER NAME & LOCATION</u>	<u>BID PRICE</u>	<u>LOOSE EQUIPMENT</u>
1. Fire Apparatus & Equipment - Pierce Appleton, WI	\$626,800 (Enforcer Chassis)	Included
2. Fire Apparatus & Equipment - Pierce Appleton, WI	\$653,800 (Impel Chassis)	Included
3. Mac's Fire & Safety, Inc. - KME Kovatch Litchfield, IL	\$668,500	Included
4. Seagrave Fire Apparatus - Seagrave Clintonville, WI	\$699,280	Included
5. Custom Fire Apparatus, Inc. Osceola, WI	No Bid	N/A

Attachment: FIRE ENGINE REQUEST (4770 : Consider request to purchase a new fire engine (rescue pumper).*)

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: June 14, 2016

DEPARTMENT: Fire Department

FROM: Lea Taylor

SUBJECT: Consider request for a Fire Rescue Records Management System (RMS).*

ATTACHMENTS:

- RMS STAFF REPORT (PDF)

City of De Pere Fire Department

Memo

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

From: Dennis L. Rubin, Fire Chief *De Rubin*

Date: June 14, 2016

Subject: Requesting for a Fire Rescue Records Management System (RMS)

At the December 8, 2015 Personnel and Finance Committee Meeting, the Fire Rescue Department was assigned the responsibility to prepare an Emergency Medical Services Billing Request for Proposal (RFP) to establish a new contract by September 21, 2016. This is the current EMS billing contract conclusion date. As part of the due diligence research that was conducted to develop the EMS Billing RFP, it was discovered that the Fire Department does not have its own records management system. The Department uses the RMS that is provided by the ambulance billing contractor. Oddly enough, we learned that the EMS Medical Billing Company of Milwaukee is the license holder of the Fire Department's RMS. This situation needs to be remedied by purchasing a comprehensive RMS platform for the Department before the implementation of a new EMS billing contract.

The Department conducted product demonstrations for the two best-known fire rescue records management systems that are currently in the market place. The De Pere Fire Department staff is familiar with both Firehouse and Image Trend products. After considerable discussion and review, the leadership team determined that the Department would be best served to procure and implement Image Trend as the RMS for the Department. The benefits of selecting Image Trend are significant. The vote of the leadership team (all lieutenants and above) to include the City's Information Technology Director was unanimously in favor of Image Trend. The Department has been using this product for nearly three years, so the training curve would be limited to the new sections of the software that are not currently available on Version 1.0. Records migration (from one format to another – which is costly and time consuming) will not be required, if we stay with the same software supplier - Image Trend. The initial start-up and on-going costs were obtained by telephone bid quotes as part of our research. The results of which are included in Attachment A.

Several factors were considered before recommending the Image Trend platform to City Council. First, the cost of the "assigned" (loaned) RMS currently in use is hidden in the EMS Medical Billing Company monthly service fee by increasing the per response percentage rate that is applied in the current contract. This cost reoccurs and escalates (based on the increasing number of ambulance alarms) each year. The actual cost to the City of De Pere is not transparent and we will never be sure of the exact price that we are paying for this outdated software program. We pay for this product inside the current EMS billing contract. De Pere pays a 7% fee per bill collected, while most other Cities enjoy a 6% payment rate per collection. Next, the overall cost of Image Trend, as a long term resource investment is substantially lower than the cost associated with purchasing Firehouse software over a five year period. The initial cost is

Attachment: RMS STAFF REPORT (4776 : Consider request for a Fire Rescue Records Management System.*)

cheaper for Firehouse, but the annual renewal fee surpasses Image Trend in year four (4) and will continue to be a good return on investment from that point forward. See Attachment A for cost estimate details.

Next, the RMS software that is provided by the EMS Medical Billing Company is the first addition of Image Trend. This is only offered to us as a limited RMS portion, which is called the “Rescue Bridge” suite of the Image Trend product. The latest version of the Image Trend software which will soon be released is called “Elite” which has been described as the eighth version update to the Image Trend software product. Further, there are several other records that the Department is obligated to maintain (i.e., fire prevention inspection reports, asset inventory and daily scheduler to mention a few) that are not part of this limited and out of date software package that we are currently using. Not being able to use technology in the fire prevention inspection process simply adds to our workload and increases our overtime burden; both of these issues can be better managed with an effective RMS. An example of overtime expenditures caused by our inability to use technology for fire prevention inspections is paying a firefighter to scan several thousand fire inspection reports so they could be uploaded and emailed to the State of Wisconsin. This project used 24 hours (three 8 hour day shifts) to complete. The City of De Pere needs to have ownership and control over the various records developed and collected by its Fire Department.

Once the Fire Department leadership team agreed on requesting the purchase of this product, a written proposal was received from Image Trend Headquarters in Lakeville, Minnesota. The proposal to implement the comprehensive Image Trend RMS into Fire Department operations was quoted at \$22,550 as a startup cost (Attachment B). This proposal is good for a period of 90 days and is attached to this staff report. This project, to purchase an RMS for the Fire Department, was not in the current budget. However, it is reasonable to expect that the EMS billing costs will be lower; by pointing out that we are supplying our own RMS. Along with this written price quotation is a “sole source” vendor letter (Attachment C) stating that Image Trend Headquarters is the only authorized dealer that can distribute (sell) this product.

Finally, the last necessary component part to assume responsibility of our records management system will be the procurement of the required hardware (computer devices). The Fire Rescue Department is requesting to make an initial purchase of five (5) ruggedized laptop computers for billing data collection and field treatment to complete the electronic patient contact reports (ePCR). The ePCR is mission critical for patient care (both at the emergency scene and at the receiving hospital). The requested device is the Panasonic Tough Book 19 (10.1 in Windows Fully-Rugged). All of the existing devices (which are Panasonic Tough Book 19’s) that are in current use are the property of EMS Medical Billing of Milwaukee and will need to be returned at the conclusion of the EMS Billing contract. The cost per Panasonic device is approximately \$3,000. Therefore, this total expenditure will be about \$15,000 for the necessary hardware to complete this transition.

Thank you for your consideration of this staff report requesting a comprehensive RMS software package for the De Pere Fire Rescue Department. We respectfully urge the Finance and Personnel Committee to approve our request to purchase an Image Trend license for a delivered and installed total price of \$22,550 and the purchase of five (5) ruggedized laptop computers at a

cost of \$15,000 for a total request of **\$37, 550** and to move this requested item to the next City Council agenda for final approval. In order to complete this purchase, the Fire Rescue Department is requesting an additional budgetary appropriation of **\$35,050** to be approved by City Council from the 2016 Unassigned Fund Balance to be added to the Fire Department's 2016 Budget to make this purchase.

Attachments (3)

Attachment A

DE PERE FIRE RESCUE COST ESTIMATE DETAILS



YEAR	PROJECTED CALLS PER YEAR	IMAGE TREND	FIREHOUSE
2016	2,400	\$22,550	\$12,820
2017	2,544	\$11,054	\$14,715
2018	2,697	\$11,937	\$16,610
2019	2,859	\$12,897	\$18,505
2020	3,031	\$13,942	\$20,400
2021	3,213	\$15,077	\$22,295
	FIVE YEAR TOTAL PAYMENT:	\$87,457	\$105,345

Attachment B

Ship To:
 Al Matzke
 City of De Pere
 400 Lewis St
 De Pere, WI 54115
 (920) 445-4802
 amatzke@mail.de-pere.org

Bill To:
 Same as Ship To

IMAGETREND® Quote

Salesperson	Quote Number	Date		
Kyle Eisenzimmer	KE-1088	May 6, 2018		
Description	Qty	Unit Price	Total	
Software				
EMS/Fire Web-based Products				
ImageTrend Elite Rescue Setup and Project Management	1	\$3,500.00	\$3,500.00	
ImageTrend Elite Rescue Annual SaaS Fee	2,400	\$3.50	\$8,400.00	
ImageTrend Elite Rescue Annual Support	1	Included		
ImageTrend Elite Rescue Annual Hosting	1	Included		
Rescue Bridge Setup and Project Management				
Fire Modules Included:				
NFIRS 5.0 Reporting	Inspections			
Activities	Inventory			
Checklist	Locations			
Fire Shifts	Occupants			
Training	QA/QI			
Hydrants				
EMS/Fire Mobile Products				
ImageTrend Elite Field Site License	1	Included		
ImageTrend Elite Field Site License Annual Support	1	Included		
ImageTrend Elite Mobile Fire Inspections Site License	1	Included		
ImageTrend Elite Mobile Fire Inspections Annual Support	1	Included		
EMS/Fire Modules				
Scheduler Setup Fee	1	\$750.00	\$750.00	
Scheduler Annual Support	1	\$400.00	\$400.00	
Exports / Integrations				
CAD Integration	EMS & Fire			
Vendor:	Motorola Premier PrintTrak	1	\$5,000.00	\$5,000.00
CAD Annual Support and Hosting		1	\$1,750.00	\$1,750.00
Training				
Training Sessions - Onsite (Full Day M-F)		2	\$1,000.00	\$2,000.00
Travel per Trainer for Onsite Training		1	\$750.00	\$750.00
TOTAL Year 1			\$22,550.00	

Terms of Agreement

• Upon acceptance and signature of Quote, 50% of the One-Time Fees will be invoiced. The remaining 50% of One-Time Fees will be invoiced independently upon completion. The Recurring Annual Fees will begin at system go-live. Payment terms of Net 30 days.

• The recurring annual fees will be billed annually in advance on the acceptance and signature of Quote anniversary.

As part of this Agreement, Client will receive an Elite Rescue system as well as Rescue Bridge from ImageTrend. Rescue Bridge can be utilized for fire operation modules until such modules are available in the Elite Rescue system.

Data entered into the Rescue Bridge will be migrated to Elite Rescue by the Client via the included migration tools.

• This Quote and pricing is based on an estimated 2,400 incidents per year as provided by Client.

• IMAGETREND will perform price increases of the recurring fees. The first price increase will occur with the fees due for Year 3. These price increases will occur once every year and may not exceed 3% of the price then currently in effect.

• This proposal is valid for 90 days.

DISCLAIMER: This quote creates no legal obligations. This letter is intended to confirm the parties' current understanding of the terms, but it is not intended to create any legal obligations with respect to any of the terms. Neither party should rely on this quote and no legal or equitable remedy will arise from any such reliance. Instead, the parties must reach a final agreement. A final agreement will be a condition precedent to any binding obligations. A fully executed Contract Agreement will be required to be completed before an order is processed.

Agreed to and accepted by:
 ImageTrend, Inc.

City of De Pere

Initials

Dated

If you have any questions regarding this proposal, contact:
 Kyle Eisenzimmer at 952-489-8184 or keisenzimmer@imagetrend.com
 David Zeiman at 952-489-6208 or dzeiman@imagetrend.com
contracts@imagetrend.com
 Thank you for your business!

Attachment C

March 22, 2016

Dan Gatz
Lieutenant/ Paramedic
De Pere Fire Rescue
400 Lewis Street
De Pere, WI 54115

RE: Sole Source Inquiry

Dear Mr. Gatz,

Thank you for your recent sole source inquiry. The ImageTrend Elite Rescue product and associated modules are solely developed, produced, distributed and supported by ImageTrend, Inc. These products are copyrighted and trademarked. ImageTrend's suite of products allows for native interoperability of the system's platform and provides seamless integration with the other ImageTrend modules such as ImageTrend Elite Field. ImageTrend's Elite Field Site license, our mobile software for EMS data collection, can be used solely with the ImageTrend Elite EMS and Fire products for reporting purposes.

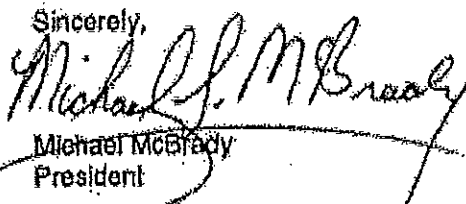
This system from ImageTrend, Inc. is based upon the unique modules and basic architectural features of the data management systems that have been designed by ImageTrend for many applications. The experience and input from our current users have collaboratively helped us to develop a commercial-off-the-shelf (COTS) solution and best practices exclusively for the EMS and Emergency Preparedness market. In fact, ImageTrend Elite is the only combined Fire and EMS system compatible with both NFIRS 5.0 and NEMSIS v3. ImageTrend was the first company to gain full NEMSIS v3 certification in the market. Further, ImageTrend is the only company to offer a fully integrated, Fire and EMS system compatible with NEMSIS v3 and NFIRS 5.0 that incorporates mobile-device compatibility from the ground up.

ImageTrend has additional products in our suite. These products and modules support the collection of additional data related to emergency incidents, while utilizing the existing data collection and reporting for things such as patient and incident demographics with in the Elite Rescue System. This additional functionality is only available with these products and has been designed to be cost-effective as a next step in our suite of products. Implementation of these modules and ongoing support can only be accomplished by ImageTrend, since they fully understand the system design and have the expertise required to successfully complete this functionality within this system architecture.

As the sole source vendor of this software, we distribute on a use license basis and maintain beneficiary escrow accounts. All data obtained and maintained within the application is proprietary to and owned by the licensed user. ImageTrend does not distribute the source code to any other vendors or resellers and therefore development, modification or implementation of ImageTrend Elite EMS, Elite Fire, Elite Rescue and Elite Field, its modules and extensions can only be performed by ImageTrend, Inc.

Please feel free to contact us at 1-888-469-7789 if you need any further information.

Sincerely,


Michael McBride
President

20855 KENSINGTON BLVD
LAKEVILLE, MN 55044
TEL - 1.952.469.1589
FAX - 1.952.469.5671
WWW.IMAGETREND.COM



Attachment: RMS STAFF REPORT (4776 : Consider request for a Fire Rescue Records Management System.*)

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: June 14, 2016

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Consideration of Police Department Applying for a Class B Raffle for K-9 Fundraising*

The Police Department (PD) is currently fundraising for a new police K-9. An opportunity presented at a local golf course to be a hole sponsor for a golf outing. The golf outing is July 29, 2016. The PD would like to do a raffle for prizes and for a 50/50. In order to do a raffle, the PD/City would have to apply for a Class B raffle license (limits sales of raffle ticket to day of event/raffle). The application takes four weeks to be processed by the Wisconsin Department of Administration, and given the short timeline the PD has already sent in the application ahead of the Finance and Council meetings. The cost of the application is \$25 and the license is good for one year.

The police department is seeking approval for the PD/City to apply for and using a Class B raffle license in fundraising efforts.

If you should have any questions about the use of the raffle license please contact me at your convenience. Thank you.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: June 14, 2016

DEPARTMENT: Health Department

FROM: Chrystal Woller

SUBJECT: Approval of funding amendment in the amount of \$2624 from WI DPH for Adult Immunization Objective*

The Division of Public Health offered funds to local health departments to enhance efforts promoting adult immunization education and promotion. This is a new initiative of the health department and requires an amendment to the current consolidated contract #30511 for an additional \$2,624. Anytime there is a new program opportunity tied to funding, approvals have been obtained accordingly. If you have any questions or concerns, please contact me.

ATTACHMENTS:

- DPH Contract 30511 Amendment (PDF)

**DIVISION OF PUBLIC HEALTH
DPH CONTRACT 30511
AMENDMENT #1**

The Department of Health Services, on behalf of the Division of Public Health and the De Pere Department of Public Health agree to amend their original agreement for the following program(s) as follows: Adult Immunization (Profile 155032).

REVISION: SECTION 5. SERVICES

Additional projects to be completed as detailed in attached Exhibit(s).

Adjustment will be made to the Community Aids Reporting System (CARS) based on the information in the table below.

Agency #	Agency Type	Profile #	Current Contract Level	Contract Change Amount	New Contract Level	Funding Period
472779	760	155032	\$0	\$2624	\$2624	5/1/2016-6/30/2017

All other terms and conditions of the original agreement remain unchanged.

GRANTEE's Authorized Representative

Date

Name:

Title:

GRANTOR's Authorized Representative

Date

Chuck J. Warzecha

Administrator / Deputy Administrator, Division of Public Health

Department of Health Services

Attachment: DPH Contract 30511 Amendment (4802 : Approval of funding amendment in the amount of \$2624 from WI DPH for Adult

Contract Objective Details - Complete

Contract #: 30511

Agency: De Pere Department of Public Health

Contract Year: 2016

Program: Adult Immunization

Objective #: 1 of 1

Objective Value: \$2,624

Objective: Primary Details**Objective Statement (Template Objective)**

By June 30, 2017 33% of adults aged 19-26 residing in the City of De Pere will have completed the 3-dose HPV series.(baseline: 25%)

Deliverable Due Date: 07/31/2017**Contract Deliverable (Evidence)**

A Wisconsin Immunization Registry (WIR) generated population-based standard benchmark report documenting the number of adults in City of De Pere Health Department jurisdiction with an age-appropriate indication during the 14-month contract cycle. Reports should be run with a 45 day buffer to ensure that all updated data has been received by the Wisconsin Immunization Registry (WIR). Include a report of the accountability targets and the progress achieved including the activities and interventions conducted; include any barriers that may have been identified. A summary of progress made on the selected objective(s) will be required at project mid-point.

Date of birth range:

19-26 years: 7/1/1990-6/30/1998

greater than or equal to 19 years: less than or equal to 6/30/1998 (use 1/1/1900-6/30/1998 in benchmark report)

greater than or equal to 60 years: less than or equal to 6/30/1957 (use 1/1/1900-6/30/1957 in benchmark report)

greater than or equal to 65 years: less than or equal to 6/30/1952 (use 1/1/1900-6/30/1952 in benchmark report)

Evaluation date: 6/30/2017

Run date: 8/15/2017

Programs Providing Funds for this Objective

Adult Immunization: \$2,624

Agency Funds for this Objective:**Data Source for Measurement**

Directions on how to pull benchmark reports from the WIR:

1. For all objectives: LHDs should choose "Clients Residing in (your jurisdiction)" and Tribes should choose "Clients Associated with (your tribal health division)".
2. Choose "All Clients, regardless of whether they met the benchmark report or not".
3. Use the birth date range (outlined above) associated with your objective and the timing of the report you are running.
4. Choose a "Standard Assessment".
5. Use the evaluation date (outlined above) associated with the timing of the report you are running.
6. Select the benchmark that is associated with the objective you chose.

Tdap:

Hep B Influenza Pneumo-Poly Td Tdap Zoster

Adult COMPLETE UTD COMPLETE UTD *1* 1

3-Dose HPV Series:

Hep B HPV Meningo MMR Td Tdap Varicella

Adolescent COMPLETE 1 1 2 UTD 1 2

Adolescent Complete COMPELTE *3* 1 2 UTD 1 2

Zoster:

Hep B Influenza Pneumo-Poly Td Tdap Zoster

Adult COMPLETE UTD COMPLETE UTD 1 *1*

PCV13 and PPSV23

Hep B Influenza Pneumo-Poly Td Tdap Zoster

Adult COMPLETE UTD *COMPLETE* UTD 1 1

Influenza

Hep B Influenza Pneumo-Poly Td Tdap Zoster

Adult COMPLETE *UTD* COMPLETE UTD 1 1

7. Click "Generate".

(see next page)

Page 1 of 4

DPH Grants and Contracts

Packet Pg. 75

Attachment: DPH Contract 30511 Amendment (4802 : Approval of funding amendment in the amount of \$2624 from WI DPH for Adult

Contract Objective Details - Complete**Contract #:** 30511**Agency:** De Pere Department of Public Health**Contract Year:** 2016**Program:** Adult Immunization**Objective #:** 1 of 1**Objective Value:** \$2,624**Baseline for Measurement**

De Pere Health Department WIR baseline benchmark report result:

Birth date between 01/01/1989 and 12/31/1996

Selected Gender for Adolescent HPV: All Genders (Female, Male, Unknown)

Evaluation date: 01/01/2016

Adolescent Complete Benchmark

Total clients: 2674; 660 clients (25%) met all benchmark criteria, 2014 clients did not. Add 8% for a deliverable of 33%.

The 2015 end of year population based standard benchmark report will be used to determine the baseline for the current adult population based objective.

For the baseline the following parameters will be used to run the benchmark report:

Date of birth range:

19-26 years: 1/1/1989-12/31/1996

greater than or equal to 19 years (Tdap): less than or equal to 12/31/1996 (use 1/1/1900-12/31/1996 in benchmark report)

greater than or equal to 19 years (Influenza): less than or equal to 7/1/1996 (use 1/1/1900-6/30/1996 in benchmark report)

greater than or equal to 60 years: less than or equal to 12/31/1955 (use 1/1/1900-12/31/1955 in benchmark report)

greater than or equal to 65 years: less than or equal to 12/31/1950 (use 1/1/1900-12/31/1950 in benchmark report)

Evaluation date: 1/1/2016 (for Tdap, HPV 3, Zoster and Pneumococcal), 6/30/2015 to assess the 2014-2015 influenza season coverage rates.

Run date: 2/15/2016

Context

Adults will be assessed using the benchmark report for having a dose or doses of HPV vaccine. Progress towards reaching 90% will be measured using a WIR benchmark report. Only adults who have moved out of the agency's jurisdiction may be removed from the cohort for analysis. Unless you can prove that an adult has moved out of your jurisdiction, you cannot remove them from your cohort.

Guidelines for determining increase needed for progress toward contract cycle goals:

20%-29% - 8% above baseline

30%-39% - 7% above baseline

40%-49% - 6% above baseline

50%-59% - 5% above baseline

60%-69% - 4% above baseline

70%-79% - 3% above baseline

80%-85% - 2% above baseline

86%-89% - 1% above baseline

greater than or equal to 90% - maintain

Agencies should consult with their Regional Immunization Representative for assistance with determining activities and interventions that will help them achieve the required increase for their population assessment.

Context Continued**Input Activities**

Coordination of immunization services with other LHDs and/or tribal health clinics.

Reminder and recall interventions (e.g., postcard and/or letter, phone call, home visit)

Work with local Pharmacies to assess the utilization of WIR for adult immunizations administered

Attend an Immunization Program-approved adult immunization conference (using up to \$500 of adult immunization grant funds) and plan for disseminating information gathered during an educational session with local health care providers (e.g., during educational sessions or coalition symposiums)

(see next page)

Page 2 of 4

DPH Grants and Contracts

Packet Pg. 76

Attachment: DPH Contract 30511 Amendment (4802 : Approval of funding amendment in the amount of \$2624 from WI DPH for Adult

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: June 14, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Consideration of Reimbursement to State of Wisconsin Department of Transportation for Sale of Surplus Claude Allouez Bridge Property*

ATTACHMENTS:

- WisDOT sale of surplus prop manual (PDF)
- Mulva surplus prop map (PDF)
- Mulva surplus prop appraisal April 2016 (PDF)

LPA MANUAL FOR RIGHT OF WAY ACQUISITION

THE WISCONSIN DEPARTMENT OF TRANSPORTATION

SECTION 10.0 - MISCELLANEOUS PROCEDURES

10.1 OUTDOOR ADVERTISING

The state of Wisconsin has a procedure for relocation of signs. This process must be managed on a case-by-case basis. For information, please contact the MC. In general, the procedure is outlined below:

- Show and list all signs on plat.
- List sign owner's name.
- If sign needs to be relocated, enclose Relocation Rights brochure.
- Negotiate a settlement.

This process is revised periodically. To ensure the LPA has the most recent sign schedule information, contact the MC.

10.2 PROPERTY MANAGEMENT

The use of state and federal funds in the acquisition of right of way requires that surplus/excess property, including buildings, cannot be sold without state and/or federal approval. Revenue generated from the sale of excess property will be divided in the same ratio as was contributed by the FHWA or the state at the time when the property was originally acquired. For ease of liquidation, it is strongly advised that the LPA apply only local funds to the acquisition of any remnant parcels.

For additional details, please also reference the WisDOT REPM: Chapter 6–Property Management.

10.3 SALES OF SURPLUS/EXCESS PROPERTY

When only local funding is used to acquire right of way, municipalities should use their own procedures for selling the surplus/excess property, but if state or federal funds are used in any part of the right of way acquisition, the LPA will follow these basic processes in selling surplus/excess property:

- Surplus/excess property must be appraised before any sale can occur (type of land or characteristics of property being sold will determine appraisal complexity).
- Provide details on how property is to be sold, considering abutting owners, public sale, etc.
- Submit request to sell along with the appraisal to MC for review and approval of the RE Coordinator.



Caution! Any property acquired with the use of state and/or federal money that is subsequently sold as surplus will require reimbursement at the current fair market value and at the rate of participation at which it was acquired.

10.4 BUILDING REMOVAL

All buildings, structures or other improvements purchased may be offered for sale or razed, whichever is in the public interest. If any of these items are to be sold, it is good public policy to offer those items to

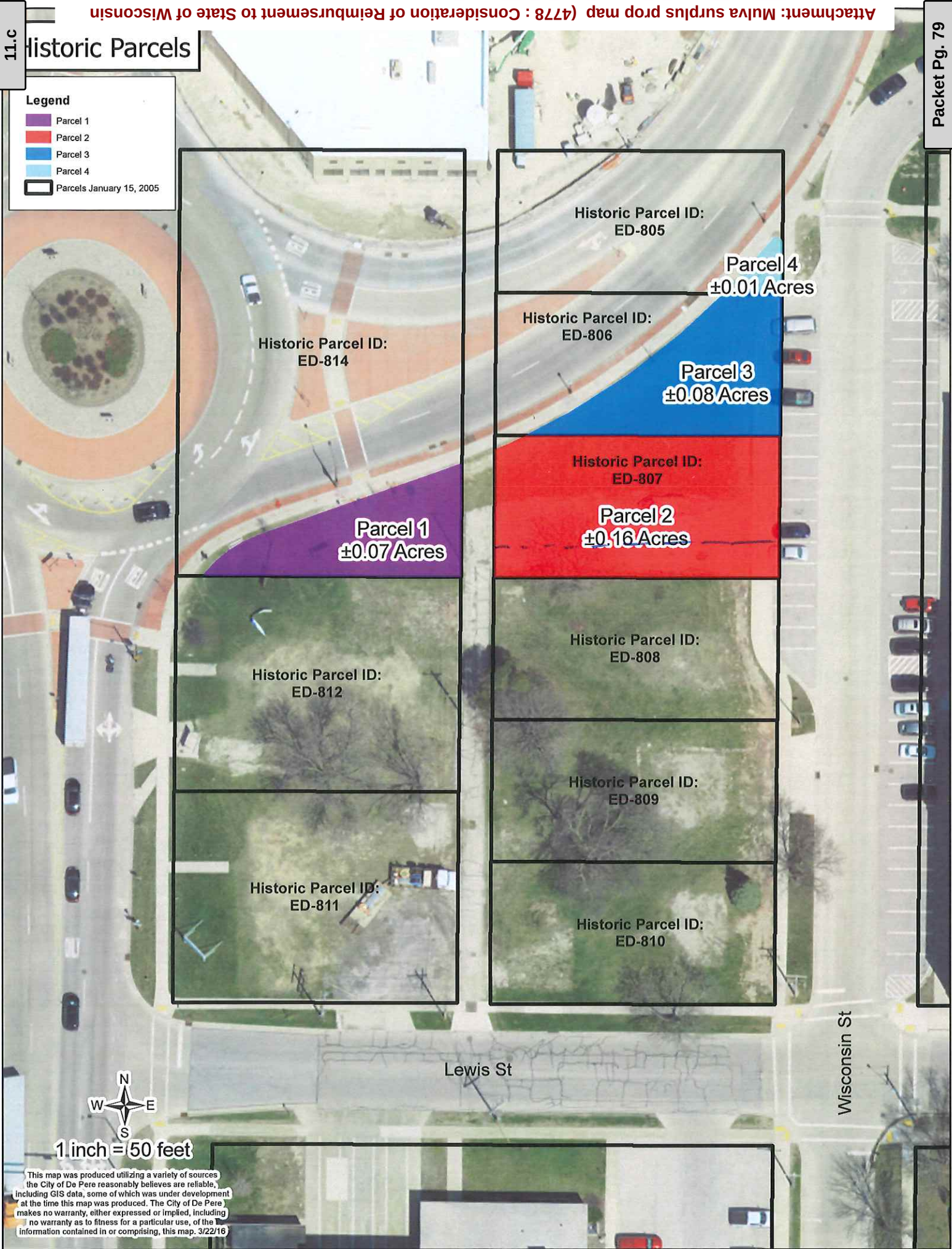
11.c

Historic Parcels

Packet Pg. 79

Legend

- Parcel 1
- Parcel 2
- Parcel 3
- Parcel 4
- Parcels January 15, 2005



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. 3/22/16

Weiler Appraisal Inc.

Appraisal of
Historic Parcels ED-805, 806, 807, & 814
221 S. Broadway Street
De Pere, Wisconsin

Weiler Appraisal Inc.

April 6, 2016

Judith Schmidt-Lehman
De Pere City Attorney
335 S. Broadway Street
De Pere, WI 54115

Dear Ms. Schmidt-Lehman,

As requested, I have appraised Historic Parcels ED-805, 806, 807, & 814 located at 221 S. Broadway Street, in the City of De Pere, Brown County, Wisconsin. As discussed in the appraisal, three of the parcels are contiguous and would have a highest and best use for combined development. They consist of Historic Parcels ED-805, 806, & 807 and comprise a total of 10,890 square feet. Historic Parcel ED-814 contains 3,049 square feet and is physically separated from the others by an alley. The market value conclusions for the subject property, as of March 29, 2016, is as follows:

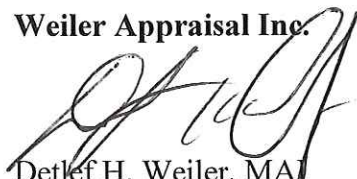
Historic Parcels ED-805, 806, & 807:	\$98,000
---	-----------------

Historic Parcel ED-814:	\$17,000
--------------------------------	-----------------

The attached appraisal report contains the market data and analysis upon which the value conclusion was based. The report has been prepared in compliance with the Uniform Standards of Professional Appraisal Practice. The appraisal report and all of the appraiser's work in connection with the appraisal assignment are subject to the limiting conditions and all other terms stated in the report. Any use of the appraisal by any party, regardless of whether such use is authorized or intended by the appraiser, constitutes acceptance of all such limiting conditions and terms.

Sincerely,

Weiler Appraisal Inc.


Detlef H. Weiler, MA
Wisconsin Certified General Appraiser
Certificate Number 237-10

Summary of Important Conclusions

Property: Historic Parcels ED-805, 806, 807, & 814
221 S. Broadway Street
De Pere, Wisconsin

Effective Date of Value: March 29, 2016

Land Size: 10,890 Square Feet - Historic Parcels ED-805, 806,
& 807
3,049 Square Feet - Historic Parcel ED-814

Zoning: B-1, Central Business District and PDD, Planned
Development District

Highest & Best Use: Historic Parcels ED-805, 806, & 807: Office or
Service Business Development
Historic Parcel ED-814: Parking Lot

Market Value Conclusions:

Sales Comparison Approach: \$98,000-Historic Parcels ED-805, 806, & 807
\$17,000-Historic Parcel ED-814

Income Capitalization Approach: Not Applicable

Cost Approach: Not Applicable

Final As Is Market Value Conclusion: \$98,000-Historic Parcels ED-805, 806, & 807
\$17,000-Historic Parcel ED-814

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Weiler Appraisal Inc.**Purpose of the Appraisal**

The purpose of the appraisal is to estimate the market value of Historic Parcels ED-805, 806, 807, & 814 located at 221 S. Broadway Street, in the City of De Pere, Brown County, Wisconsin. As discussed subsequently, three of the parcels are contiguous and would have a highest and best use for combined development. They consist of Historic Parcels ED-805, 806, & 807 and comprise a total of 10,890 square feet. Historic Parcel ED-814 contains 3,049 square feet and is physically separated from the others by an alley.

It was indicated that the subject property represents surplus land originally acquired by the Wisconsin Department of Transportation for the relocation of the Claude Galloway bridge and adjacent roundabout.

Intended Use

The intended use of the appraisal is to provide a market value conclusion of the parcels for reimbursement negotiations with the Wisconsin Department of Transportation. This report is not intended for any other use.

Client and Intended User

The client and intended user of the appraisal is the City of De Pere. Use of this report by others is not intended by the appraiser.

Property Rights Appraised

The property rights appraised consist of the fee simple interest in the property. Fee simple is defined by The Dictionary of Real Estate Appraisal, 6th Edition as follows:

Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

Sales History

The assessor's records show that the parcels are under the ownership of the City of De Pere. They were acquired from Centre Ville LLC in May 2015 for \$350,000, as recorded in Document 2708965. This acquisition was indicated to be part of a settlement of claims for an outstanding failed development. It includes the balance of Lot 1 of Certified Survey Map 7902 discussed in the legal description. No other sales of the property were noted over the prior three-year time frame.

Market Value Definition

Market Value is defined by part 323.2(g) of FDIC Rules and Regulations as “the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and acting in what they consider their own best interests.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

As Is Market Value is defined by the Dictionary of Real Estate Appraisal, 6th Edition as “The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date.”

Scope of the Appraisal

The scope of the appraisal included a physical viewing of the subject sites and the general neighborhood. The valuation of the property included a research of land sales activity in the surrounding neighborhood area.

Sources and verification of my data include the assessor's office, county deed records, real estate brokers, property owners, other real estate appraisers, investor surveys, and providers of real estate data such as CoStar, LoopNet, and/or Redi-net. Local officials were contacted regarding assessment and zoning information.

The subject property consists of undeveloped land and only the sales comparison approach would be applicable. The appraisal has been prepared as an Appraisal Report.

Date of Valuation

The effective date of the appraisal is March 29, 2016, which is the date the property was physically viewed. The date of the appraisal report is April 6, 2016.

Marketing Time and Exposure Time

The PwC Real Estate Investor Survey, 4th Quarter 2015 provided an overview of the national development land market. It noted that “investors and developers are increasingly looking for development opportunities throughout the commercial real estate industry.” They further indicate that “rising construction and land cost will likely keep the development cycle “in check,” helping to sustain the industry’s recovery.” Investor expectations for the coming year project appreciation rates at up to 10%, with an average of 5.7%. This compares to an average appreciation rate expectation of 5.0% in the 2nd quarter 2015 report. Typical marketing times are indicated at a range of 3 months to 36 months, with an average of 16 months. This is down significantly from an average of 48 months in the 2nd quarter 2015 and 53 months in the 2nd quarter 2014.

CoStar Group provides information regarding land sales in the local market, to include marketing times. This data includes commercial, industrial, and residential land sales. Over the past 3 years, they reported 58 transactions in Brown County. Marketing times were available for 32 sales. They range from 3 days to 2,985 days. The average was 960 days or, 31 months; the median was 962 days or, 31 months. The average parcel size was 8.32 acres and the median was 1.53 acres.

A summary of the Brown County real estate market is presented subsequently. The retail and industrial markets have shown recent declines in vacancy levels, while the office market remains near historical survey period highs, for reasons discussed subsequently. The soft office market conditions have resulted in asking rents remaining near the survey period lows. Finally, construction has generally been for specific owner/user properties and development land sales have been correspondingly limited.

The subject parcels are located in downtown De Pere and are adjacent to a roundabout providing access across the Fox River. They are centrally located and has a high level of visibility and exposure. Therefore, a marketing time has been estimated at 9 to 12 months, falling below the investor survey and CoStar averages.

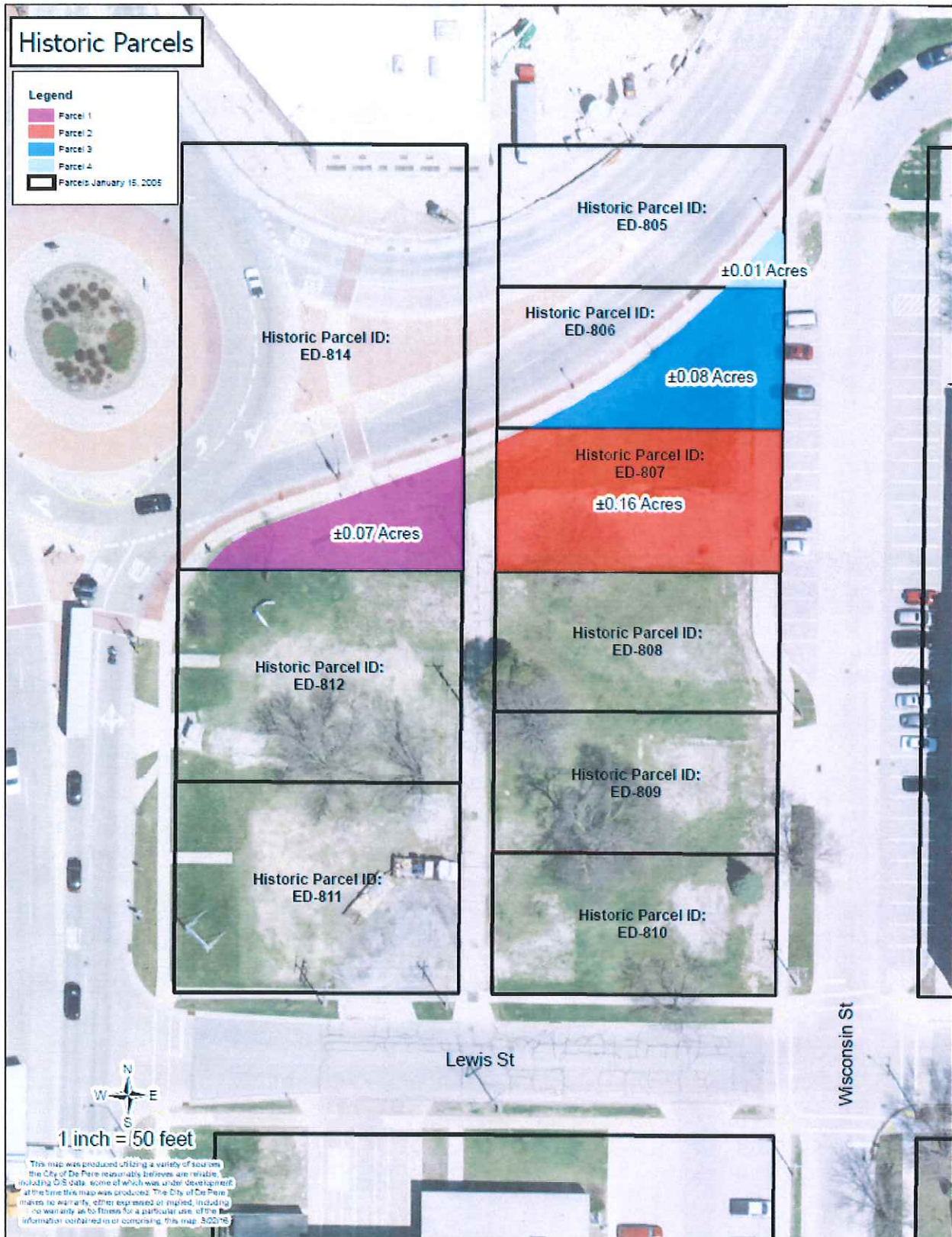
The market value conclusion assumes the property has been exposed to the market for 9 to 12 months prior to the effective date of value. No development trends or other factors were found to be present in the market that would result in an exposure time different from the aforementioned marketing time.

Assessed Value and Taxes

The parcels are now part of Tax Parcel ED-812 and exempt from taxation, as it is owned by municipality. The prior 2015 assessment was \$219,500. The 2015 equalization ratio was 97.87%, indicating a full value assessment of \$224,277. Real estate taxes for 2015 were \$5,155.

Legal Description

No specific legal description of the subject parcels is available. They are now part of Lot 1 of Certified Survey Map 7902, a copy of which is included as Exhibit B-1 in the addendum. A GIS map of the parcels was provided by the client and is provided on the following page.



General Market Area Data

Property values are influenced by social, economic, governmental, and environmental forces of the market area in which the property is located. The Dictionary of Real Estate Appraisal, 6th Edition, defines market area as “the geographic region from which a majority of demand comes and in which the majority of competition is located.” The Appraisal of Real Estate, 14th Edition, states that “market areas are defined by a combination of factors-e.g., physical features, the demographic and socioeconomic characteristics of the residents or tenants, the condition of the improvements (age, upkeep, ownership, and vacancy rates), and land use trends.”

The influences on property value would include general trends for the metropolitan area in which the property is located, as well as more specific value influences in the immediate vicinity, or, neighborhood. The subject general market area would be considered the Green Bay Metropolitan Area, with neighborhood factors discussed subsequently in this report. The following is a discussion of various property value influences for the Green Bay Metropolitan Area. Availability of data varies between countywide data, and the defined metropolitan area, which includes population growth that has occurred in the abutting counties.

Demographic Trends

The subject property is located in the City of De Pere, which is situated in the southwest portions of Brown County. The county is comprised of the Cities of Green Bay and De Pere, as well as nine villages, and 13 townships. The table on the following page summarizes population trends for the municipalities comprising Brown County.

Brown County has generally experienced increasing trends in population, with the most significant growth occurring in the surrounding suburban areas. These would include the Town of Lawrence and Town of Ledgeview, on the far south side of the community; the Village of Bellevue to the east; the Villages of Howard and Suamico on the northwest side of the county; and the Village of Wrightstown, which is a rural community in the far southwest portion of the county. Population growth in these areas is generally attributable to the expansion of municipal sewer service to these areas, improved roadways, and the desire for newer homes on larger lots.

Despite the increasing trend in population, the community has been impacted by the downturns in the real estate market, resulting in sharp declines in new construction for both the single and multi-family sectors of the housing market. Following chart summarizes single and multifamily housing starts for the county over the past few years, per US census figures.

<u>Year</u>	<u>Single Family</u>	<u>Multifamily</u>
2009	480	228
2010	466	493
2011	341	327
2012	480	232
2013	450	487
2014	427	251

Source: <http://censtats.census.gov/bldg/bldgprmt.shtml>

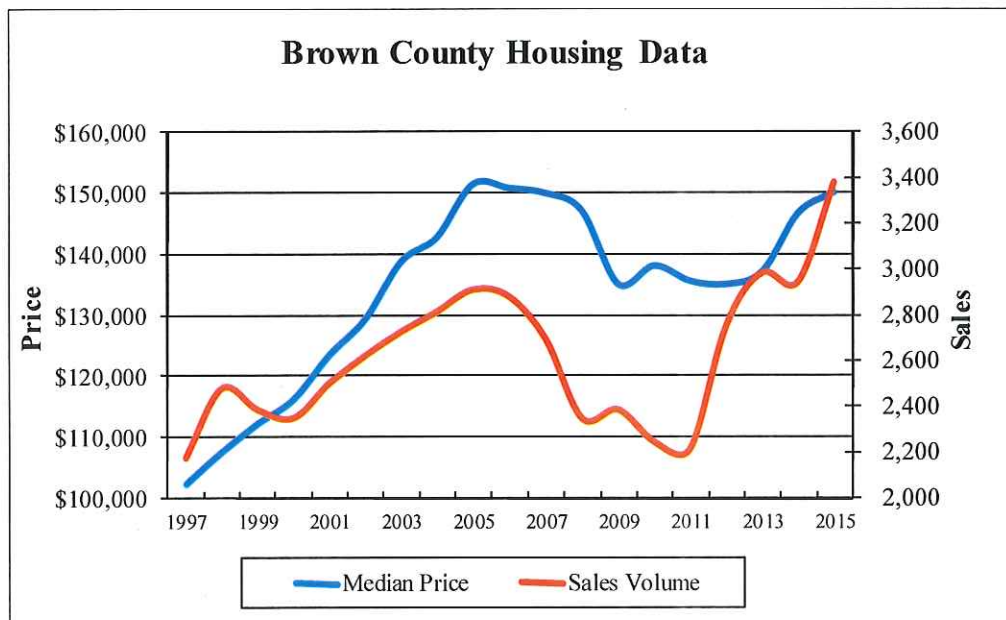
BROWN COUNTY POPULATION TRENDS					
Municipality	2000	2010	2015	Growth Rates	
				2000-2010	2010-15
C GREEN BAY	102,767	104,057	105,051	1.26%	0.96%
C DE PERE	20,559	23,800	24,447	15.76%	2.72%
V ALLOUEZ	15,443	13,975	13,790	-9.51%	-1.32%
V ASHWAUBENON	17,634	16,963	16,940	-3.81%	-0.14%
V BELLEVUE	11,828	14,570	15,047	23.18%	3.27%
V DENMARK	1,958	2,123	2,161	8.43%	1.79%
V HOBART	5,090	6,182	7,958	21.45%	28.73%
V HOWARD *	13,546	17,399	18,901	28.44%	8.63%
V PULASKI *	3,013	3,321	3,302	10.22%	-0.57%
V SUAMICO	8,686	11,346	11,819	30.62%	4.17%
V WRIGHTSTOWN *	1,934	2,676	2,689	38.37%	0.49%
T EATON	1,414	1,508	1,566	6.65%	3.85%
T GLENMORE	1,187	1,135	1,131	-4.38%	-0.35%
T GREEN BAY	1,772	2,035	2,074	14.84%	1.92%
T HOLLAND	1,339	1,519	1,548	13.44%	1.91%
T HUMBOLDT	1,338	1,311	1,319	-2.02%	0.61%
T LAWRENCE	1,548	4,284	4,709	176.74%	9.92%
T LEDGEVIEW	3,363	6,555	7,431	94.92%	13.36%
T MORRISON	1,651	1,599	1,613	-3.15%	0.88%
T NEW DENMARK	1,482	1,541	1,568	3.98%	1.75%
T PITTSFIELD	2,433	2,608	2,678	7.19%	2.68%
T ROCKLAND	1,522	1,734	1,776	13.93%	2.42%
T SCOTT	3,138	3,545	3,604	12.97%	1.66%
T WRIGHTSTOWN	2,013	2,221	2,254	10.33%	1.49%
BROWN CO. TOTAL	226,658	248,007	255,376	9.42%	2.97%

* Extends into adjacent county. Population is for Brown County only.

Source: <http://www.doa.state.wi.us/subcategory.asp?linksubcatid=96&linkcatid=11&linkid=64&locid=9>

The median population age for Brown County was estimated at 36.2 years in 2015, which is similar to the 36.2 years in the 2010 census. The median household income for 2015 was \$53,356, up from \$50,743 in the 2010 census.

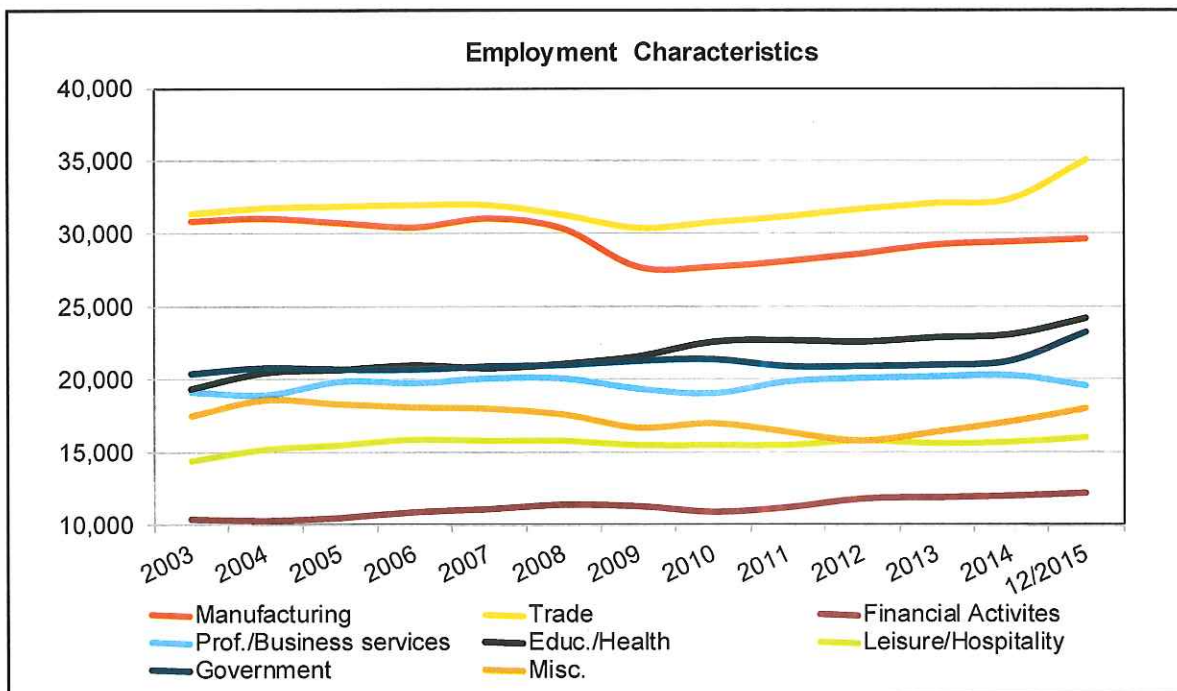
The downturn in the housing market resulted in a significant decline in the volume of single family home sales through 2011. However, sales volume has since rebounded sharply. Additionally, the local market did not experience the significant increases in home prices that occurred in other areas of the country. As such, median home prices have shown a lesser level of decline. They have shown recent increases but remain about 2.9% below the peak of the market. The following chart summarizes these single family housing statistics.



Source: https://www.wra.org/Resources/Property/Wisconsin_Housing_Statistics/

Employment Data

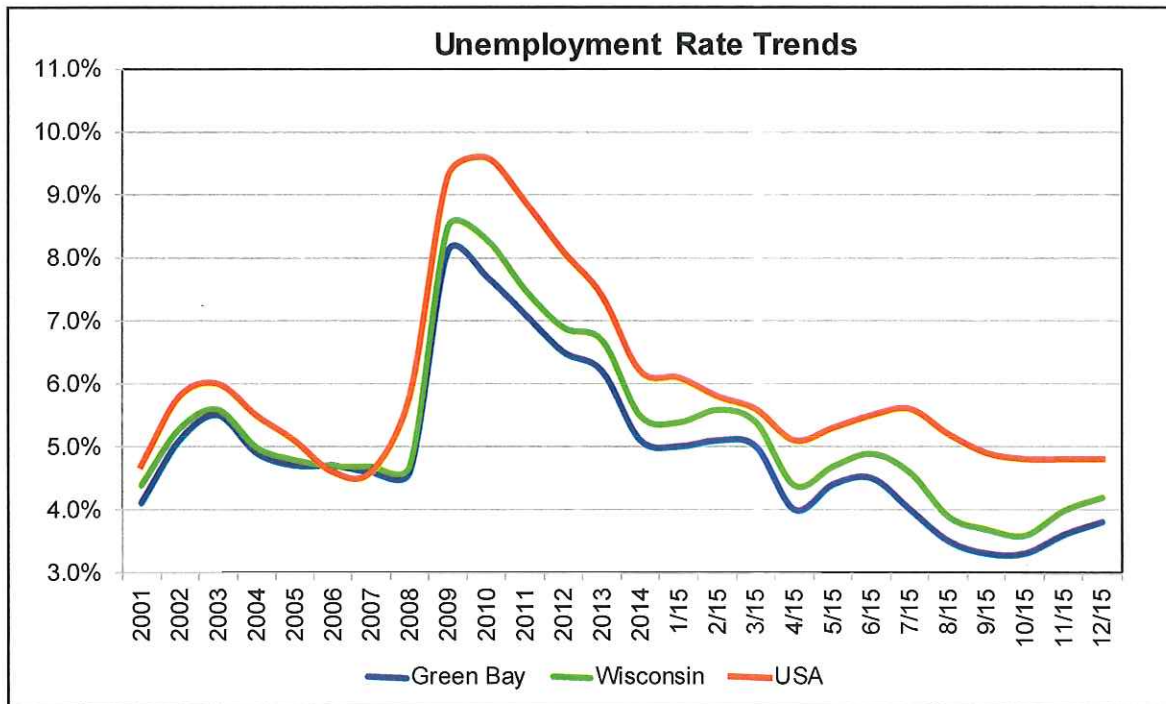
Green Bay generally has a well-diversified economic base. Manufacturing continues to be a key part of the community's economic growth. Many of the manufacturing jobs are either within the paper industry, or directly related to the paper industry, such as machinery or raw materials for the paper industry. The following chart summarizes average annual employment in the major job categories, as well as their trends over the recent past.



Source: <http://worknet.wisconsin.gov/worknet/daces.aspx?menuselection=da>

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The area had generally experienced modest growth in total employment. However, downturns in the national economy have impacted the local market, with sharp increases in unemployment rates. Job losses had been most significant in the manufacturing, professional/business, and trade sectors, whereas the education/health, financial and government sectors have continued to grow. Annual unemployment figures have been declining and have recently returned to their historical norms. The following chart summarizes unemployment rates over the past few years, as well as year to date figures.



Source: <http://worknet.wisconsin.gov/worknet/dalaus.aspx?menuselection=da>

The changes in the employment characteristics are also evidenced in the major employers of the community, which are no longer dominated by manufacturers. The following table summarizes major private employers and their employment levels.

Humana	3,167
Oneida Tribe of Indians	2,690
Schneider National	2,580
Bellin Health	2,329
Georgia – Pacific Corp.	2,200
United Health Group	1,894
Aurora Health Care	1,739
Wisconsin Public Service	1,497
American Foods Group	1,480
St. Vincent Hospital	1,467

Weiler Appraisal Inc.**Infrastructure**

The Green Bay area has excellent highway accessibility. Interstate 41 is located on the west side of the community, and provides access to the Appleton Metropolitan Area to the south, and the west side of Milwaukee further south. It also extends northward into the Upper Peninsula of Michigan. Interstate Highway 43 is located on the north and east sides of the community. It begins at Interstate 41 on the northwest side of Green Bay, and extends southward to Milwaukee. State Highway 29 is a primary east and west traffic carrier. It extends westward across Wisconsin to Minneapolis - St. Paul, and eastward through rural areas to Lake Michigan.

Green Bay is serviced by Austin Straubel International Airport. It is the third largest airport in the state, and is serviced by six major airlines. It provides connections to major airport hubs, allowing for travel to most any destination.

Green Bay fronts along the Bay of Green Bay, and the Port of Green Bay provides modern shipping facilities. The Port of Green Bay handles approximately 2 million tons of cargo annually, to include various dry bulk commodities, as well as bulk liquids and cargo.

Green Bay is also serviced by 4,500 miles of railroad track, providing service to all areas of the state as well as connections to major markets. The Wisconsin Department of Transportation projects the states freight rail tonnage to grow by more than 50 percent by 2020.

Commercial Developed Activity

Commercial development activity is generally concentrated along the various major traffic carriers of the community. The primary regional retail area is located along Oneida Street in the Village of Ashwaubenon, and is centered around the Bay Park Square Mall. It contains over 700,000 square feet, and is anchored by Yonkers, Kohl's, and ShopKo, and also includes the Bay Park Square Cinema. Most of the major retailers in the community are located within this area, as are numerous local retailers and restaurants.

Other major concentrations of retail development would include the Military Avenue and West Mason Street corridors on the west side of Green Bay, and the area around the intersection of East Mason Street and Main Street, on the east side of Green Bay.

The downtown Green Bay market formerly included the Port Plaza Mall, built in 1977. However, retailing in the downtown area was not successful, and the mall suffered from increasing vacancy levels, finally closing in 2006. Portions of the mall have been redeveloped, with the former Boston Store converted to office use for Baylake Bank and APAC Customer Services. The former Yonkers store is located along the Fox River and has been redeveloped as the WaterMark. It is a multi-story office building which includes first floor retail space, the Green Bay Children's Museum, and Hagemeister Park restaurant. The remaining areas of the mall have been demolished for development of a new headquarters for Schreiber Foods. It was completed in fall 2014 and contains 260,000 square feet of office space with a technology center.

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The downtown market has had numerous other development projects in recent years. The area around the Yonkers store has been redeveloped with additional residential projects, to include The Riverfront Lofts condominiums, and the Flats on the Fox apartment complex. The area to the east of these projects along the Fox River has recently been improved with City Deck. It includes a river walk, gathering areas, and boat docking. Other projects in progress in the surrounding area include the expansion of the KI Convention Center and renovation of the adjacent Clarion Hotel. The former Northland Hotel is a historic structure last utilized as apartments. It is to be renovated into a boutique hotel. City Deck Landing is a 76-unit apartment complex recently completed at the southeast corner of Main Street and Washington Street. The Metreau apartments is a 107-unit development under construction at the northeast corner of Walnut Street and Washington Street.

Office development in the Green Bay area is primarily situated along secondary commercial corridors, and also in various business and office park settings. The market includes a mixture of owner occupied and multitenant rental buildings, as well as numerous corporate headquarters. The downtown office market houses various governmental offices, to include local, state, and federal government offices, as well as numerous legal, banking, and financial office users.

Industrial Development Activity

Industrial development within the Green Bay area includes a variety of manufacturing, warehouse, distribution, and shop facilities. The majority of these industrial properties are located in industrial parks developed by local municipalities.

The primary concentrations of industrial development would include; the I-43 Business Center comprising over 800 acres on the east side of Green Bay; the Ashwaubenon Industrial Park and Ashwaubenon Business Park totaling over 1,000 acres on the south side of the Village of Ashwaubenon; the De Pere Business Park and adjacent Southbridge Business Park totaling over 1,100 acres on the southwest side of De Pere; the Village of Howard Industrial Park and Brookfield Industrial Park which comprise 640 acres on the north side of the Village of Howard; and the East De Pere Industrial Park which contains over 400 acres on the southeast side of De Pere.

The aforementioned business and industrial parks have generally offered sites at reduced prices, which serves to increase both the employment base and tax base of the community. Most of these parks are well established and have limited sites available. The City of Green Bay recently developed the University Heights Business Park. It is intended for a mixture of commercial and light industrial development. It currently consists of 120 acres of land around the intersection of State Highways 54 and 57 on the northeast side of the city. It is intended to encompass a total of 1,100 acres.

Finally, there are also various smaller business and industrial park developments located in several of the other municipalities. In general, private industrial and business park development has been very limited, due to the availability of incentives and lower priced sites from the municipalities.

Market Area Conclusions

The Green Bay Metropolitan area had historically enjoyed a growing employment base, with unemployment rates at, or below, state and national averages. More recently however, the market had been impacted by downturns in the national economy, and also within the housing market. This had resulted in significant increases in unemployment, and sharp declines in new development activity. However, historically, the rates of change in the local economy have been less substantial than national trends, with less extensive increases in good times, and less severe decline in bad. Unemployment rates have been declining and returned to historical norms. The markets have bottomed out and expectations are for continued gradual improvements in local economic and real estate market conditions.

Weiler Appraisal Inc.**Neighborhood Description**

Market conditions in the immediate vicinity of the property can greatly impact value. This area of influence would be the neighborhood in which the property is located. The Dictionary of Real Estate Appraisal, 6th Edition, defines neighborhood as follows:

A group of complementary land uses; a congruous grouping of inhabitants, buildings, or business enterprises.

The following is a description of trends impacting value in the subject neighborhood.

Location

The subject parcels are located in the southeast quadrant of Broadway Street and Wisconsin Street. A location map is presented on the following page.

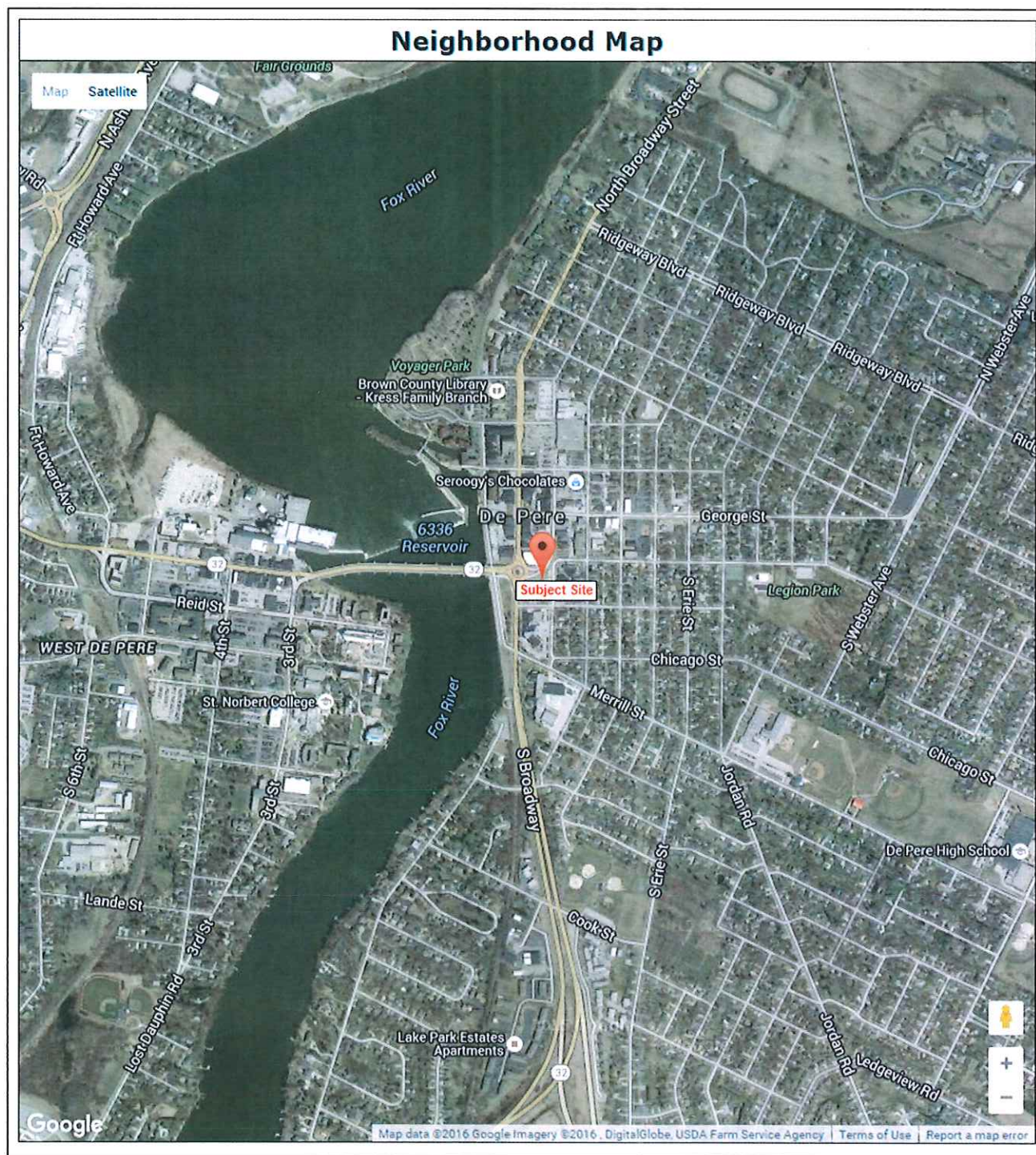
General Neighborhood Characteristics

The subject parcels are located on the southeast side of downtown De Pere. The downtown market area is located on the east and west sides of the Fox River and is connected via a bridge crossing at Main Avenue/Wisconsin Street. Commercial development on the east side of the Fox River is centered along Broadway Street, while on the west side it is centered along Main Avenue. Commercial development is primarily comprised of the traditional two-story downtown structures. They include a variety of retailers, offices, restaurants, taverns, and service businesses on the first floor, while the upper floors generally house office or residential uses. The east side of downtown includes a shopping center anchored by ShopKo. The west side has several larger office buildings, to include the Marquette Centre, Nicolet Commons, and Reid Street Crossing which has first floor retail space and second story offices.

The downtown market had seen fairly steady levels of redevelopment activity, to include renovation and updating of the existing structures, as well as new construction. Much of the new construction activity occurred in the early 2000's, with larger projects including the aforementioned Marquette Centre, Reid Street Crossing, Nicolet Commons, the Nicolet Highlands Senior Apartments, the Kress Inn Hotel, Joliet Square Apartments, and the 555 Main Avenue condominiums.

Recent development has slowed considerably reflecting the downturns in the economy and real estate market. It does include a three-story commercial and residential structure at 500 Main Avenue in 2013, a current proposal to construct four-story structure with first floor retail and 24 apartments at the corner of Broadway Street and George Street, and a proposal for the development of the Mulva Center, a 2 to 3 story cultural arts facility, on the subject and adjacent lands to the south.

Another influence on the neighborhood is a major retail corridor along Main Avenue, just to the west of downtown. Main Avenue extends west to an interchange at interstate 41, with this area having been developed with a variety of convenience stores, restaurants, retailers, and a shopping center anchored by a Festival Foods grocery store.



The downtown market has a wide variety of residential property uses. They include older, traditional mid-priced homes, several historic neighborhoods on the east side, multifamily properties, and newer apartment and condominiums on the west side. The east side also includes Voyager Park, a 21-acre park along the Fox River on the north side of the downtown market.

Another major property use in the neighborhood is St. Norbert College. It is located along the west side of the Fox River, at the east end of Reid Street. The campus comprises about 108 acres and includes various student housing options. Annual enrollment is at about 2,200 students.

Industrial development is very limited and generally consists of some older, scattered smaller shop structures. However, it does include the Expera Specialty Solution paper mill which is located on the west side of the Fox River, on the north side of Main Avenue. It is comprised of about 27 buildings and has an employment of 210.

The subject parcels are located adjacent to a roundabout which provides a bridge crossing over the Fox River, connecting Wisconsin Street with Main Avenue. They are situated towards the south end of commercial development along the Broadway Street corridor. Surrounding property uses include undeveloped land directly south, while south of Lewis Street is De Pere City Hall; St. Francis Xavier Church and Notre Dame Middle School to the east, across Wisconsin Street; an apartment project is just to the northeast; a small park and municipal parking lot to the west, across Broadway Street; to the north, across the roundabout, is a recently constructed Walgreens.

Conclusions

The subject neighborhood would be characterized as a developed area of predominantly commercial and residential property uses. The neighborhood was impacted by significant slowdowns associated with downturns in the overall economy, as well as within the real estate market. There have been gradual improvements in national and local economic conditions. Thus, projections would be for a gradual resumption of prior development trends for the neighborhood.

Site Description and Analysis

One of the primary objectives of the site description and analysis is to provide data that will be utilized in the determination of the highest and best use of the site as though vacant. This in turn, is essential for the land valuation analysis. The following is a description and analysis of the subject site.

A GIS photo was presented previously in the legal description.

Location

Historic Parcels ED-805, 806, & 807 are located on the south side of the Wisconsin Street roundabout, east of Broadway Street. They also extend east to front along a separate portion of Wisconsin Street. Historic Parcel ED-814 is located at the southeast corner of Broadway Street and Wisconsin Street. The parcels are part of a larger site which has an address of 221 S. Broadway Street.

Streets

The parcels are located at a roundabout which provides a bridge crossing over the Fox River, connecting Wisconsin Street with Main Avenue. Broadway Street and Wisconsin Street are four-lane, concrete paved roadways with concrete curb and gutter. Wisconsin Street along the east side of Historic Parcels ED-805, 806, & 807 is a two-lane concrete paved roadway with concrete curb and gutter. It includes parking on the east side of the parcels, as shown on the GIS photo.

Utilities

The sites have all municipal utilities available, to include water and sewer service, gas, telephone, and electricity.

Shape and Size

Historic Parcels ED-805, 806, & 807 are irregular in shape, with 155 feet of frontage along the Wisconsin Street roundabout on its northwest side, and 142 feet of frontage along Wisconsin Street on its east side. The total area the parcels is indicated on the GIS map at 0.25 acres or, 10,890 square feet.

Historic Parcel ED-814 is triangular, with approximately 115 feet of frontage along Wisconsin Street and a depth of about 45 feet on its east side. The area the parcel was is indicated on the GIS map at 0.07 acres or, 3049 square feet.

Access and Visibility

The parcels have no direct access to the Wisconsin Street or Broadway Street roundabout route. Historic Parcels ED-805, 806, & 807 have access along Wisconsin Street, on the east side. Historic Parcel ED-814 has access along the alleyway on its east side.

Topography

The sites are generally level and at grade with the abutting streets and surrounding properties.

Floodplain and Wetlands

Floodplain maps for the subject property were prepared by the Federal Emergency Management Agency, as map number 55009C0258F, dated August 18, 2009. It shows that the sites are not situated within the 100-year floodplain. A copy of the floodplain map is included as Exhibit C-1 in the addendum.

Easements

The sites are assumed to be encumbered by typical utility easements, which would provide municipal services to the site. No specific easements are shown on Certified Survey Map 7902 or the aerial GIS photo. The physical viewing of the sites showed underground cable boxes and transformers along the Wisconsin Street roundabout frontage. There is also an overhead power line extending in a north/south direction along the vacated alley between the parcels. No other easements were physically observed. However, a title search would be required to determine the existence of any other potential easements.

Zoning

The sites are zoned B-1, Central Business District and PDD, Planned Development District. The Central Business District is "designed to accommodate those retail and office uses which are characteristic of the major shopping streets of the "downtown" area of the city." It allows for a wide variety of retail stores, professional office buildings, financial institutions, hotels, medical and dental clinics, restaurants, taverns, and other uses listed in the zoning ordinance. There are no specific yard setback requirements. However, Historic Parcels ED-805, 806, & 807 are across Wisconsin Street from a residential district, in which case "the setback requirements for the residential district shall be applied to the business development on both sides of said street." The adjacent residential district is the R-4 General Residence Office District which has setback requirements for nonresidential uses of 35 feet for the front yard, 8 feet for the side yards and 35 feet for the rear yard.

The Planned Development District is "to promote the maximum benefit from coordinated area site planning, diversified location of structures, mixed compatible uses, provide for a safe and efficient system of pedestrian and vehicular traffic, attractive recreation and landscape open spaces, economic design and location of public and private utilities and ensure adequate standards of construction and planning." Judith Schmidt-Lehman the De Pere City Attorney indicated that the Planned Development District was used for a Precise Implementation Plan which modified setbacks and parking requirements for a prior professional office to be constructed on the site. It was further indicated that the underlying B-1 zoning would apply to the parcels unless a new Planned Development District or Precise Implementation Plan is approved.

Environmental Hazards

An appraisal is not an environmental survey of the site and the appraiser is not qualified to detect the presence of environmental hazards. The appraised value assumes there are no environmental hazards impacting the sites.

Conclusions

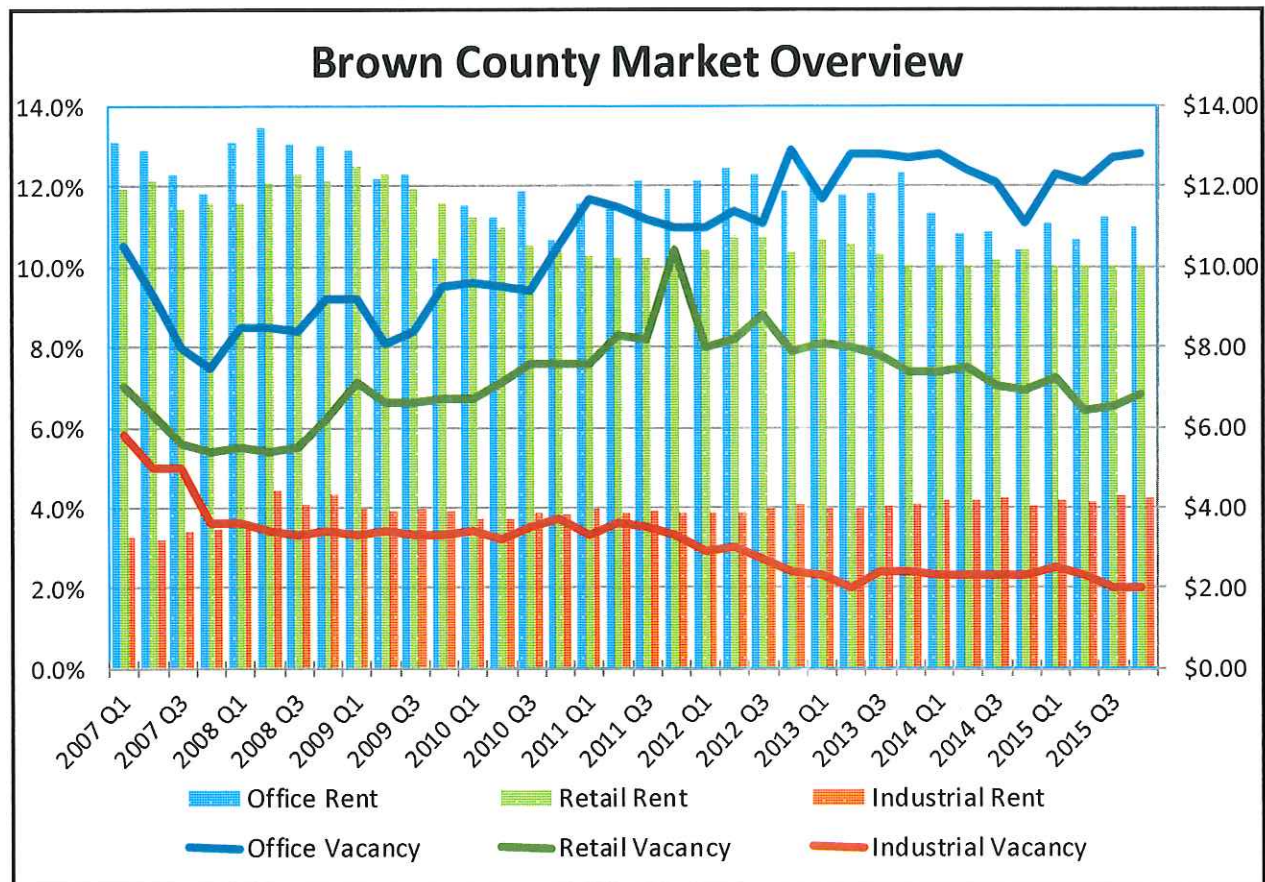
The parcels are located along a major traffic carrier on the south side of downtown De Pere. They would be considered desirable sites for commercial development. Photographs of the parcels have been included as Exhibit A in the addendum to this report.

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Real Estate Market Analysis

The real estate market analysis will examine economic trends impacting the commercial real estate markets. The Appraisal of Real Estate, 14th Edition, defines market analysis as “a process for examining the demand for and supply of a property type in the geographic market area for that property type.” It further notes that a marketability study is “a microeconomic study that examines the marketability of a given property or class of properties, usually focusing on the market segment (or segments) in which the property is likely to generate demand.” The following is a summary of various sources researched to obtain data regarding current trends impacting property values.

Local real estate market data was obtained from the CoStar Group, with data available beginning in the 1st quarter 2007. The Brown County office market data reflects 543 buildings totaling 8.8 million square feet; the retail market is based on 1208 buildings totaling 15.9 million square feet; the industrial market data reflects 1172 buildings totaling 39.1 million square feet. A graph summarizing this data is presented below.



Brown County Market Summary						
	<u>Office</u>		<u>Retail</u>		<u>Industrial</u>	
	<u>Vacancy</u>	<u>Rent</u>	<u>Vacancy</u>	<u>Rent</u>	<u>Vacancy</u>	<u>Rent</u>
High	12.9%	\$13.46	10.4%	\$12.48	5.8%	\$4.44
Low	7.5%	\$10.21	5.4%	\$9.99	2.0%	\$3.23
Average	10.7%	\$11.86	7.1%	\$10.89	3.1%	\$3.94
2015 Q4	12.8%	\$10.98	6.8%	\$9.99	2.0%	\$4.21

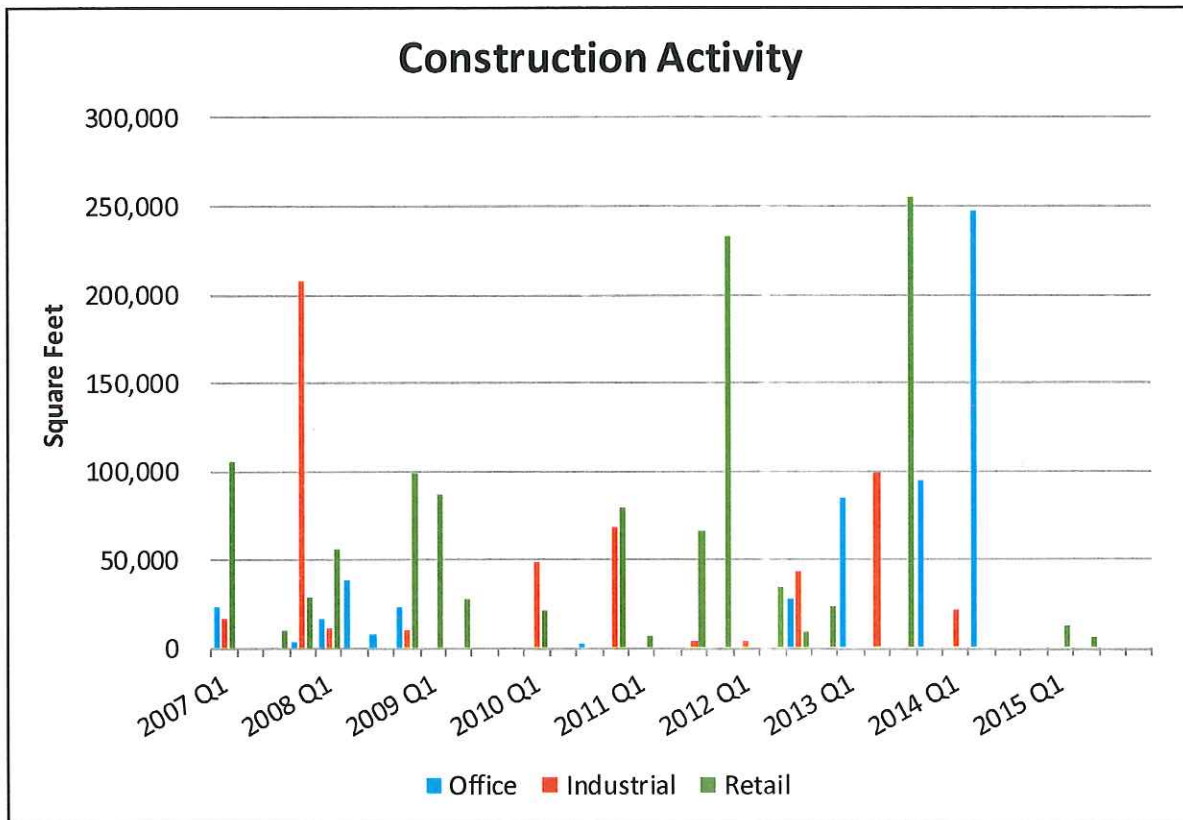
The Brown County office market has maintained above average vacancy levels, with the current rate being only slightly below the peak in the 4th quarter 2012. The higher vacancy levels are attributable to several larger tenant spaces. Schreiber Foods constructed a new headquarters in the downtown market in 2014 and vacated two existing buildings totaling about 82,000 square feet. Associated Bank consolidated their operations in the downtown market, vacating 58,000 square feet in two buildings Ashwaubenon in 2013. An additional 88,000 square feet was vacated in 2013 by Foth in Ashwaubenon, as they relocated to their new headquarters in De Pere. 60,000 square feet of vacant space was added to the market in 2013, through the completion of the 85,000 square foot downtown Watermark building.

Extensive vacancies occurred in the 4th quarter 2012 totaling 151,000 square feet. Most of this was comprised of 102,000 square feet in the Titledown Office Building in Ashwaubenon. The balance included 18,000 square feet in an old downtown building and 30,000 square feet of new space in a downtown entertainment facility that was renovated for office use. The continued high vacancy levels have resulted in recent declines in asking rents, with the current figures being below the historical survey period average but slightly above the survey period low.

The Brown County retail market has experienced steady recent declines in vacancy levels but shows current asking rents to be at the low end of the survey period. A further overview found the current low asking rents to be attributable to the survey reflecting asking rents for available vacancies. These in turn, have more predominantly become properties in secondary locations or larger, single tenant buildings, with few vacancies in the prime locations.

The local industrial markets are predominantly owner occupied and have maintained very low vacancy levels. However, the impact of the downturns in the economy were evidenced by declines in manufacturing sector employment presented earlier in the General Area Data. Specifically, manufacturing sector employment declined by 11% between 2007 and 2010, and was followed by a 7% increase. Since many of the industrial buildings are single tenant structures, the decline in manufacturing sector employment likely resulted in a corresponding reduction in the intensity of utilization of these buildings, as opposed to an increase in their vacancy. The current vacancy is at a survey period low, but manufacturing sector employment does remain about 4.5% below the prior peak of the market. Asking rents have increased and are close to the top of the survey period range.

The past downturns in the market resulted in significant declines in construction activity. The chart on the following page summarizes construction activity for the Brown County market.



Much of the construction has been for specific owner/user properties. In the office market, it would include the 260,000 square foot Schreiber Foods headquarters in the downtown market in 2014, and the 85,000 square foot downtown Watermark building and 95,000 square foot Foth headquarters in 2012. Similarly, construction in the retail market includes 155,000 square feet for Costco and 100,000 square feet for Cabela's in 2013, and the 214,000 square foot Menards in De Pere and 66,000 square foot Hobby Lobby in Ashwaubenon in 2011. The industrial market primarily saw smaller projects but did include a 99,000 square foot FedEx Ground in 2013, and the 68,000 square foot EMT International and 48,000 square foot Centerline Machine in 2010.

The subject parcels consist of undeveloped land, with no formal market surveys available for the commercial land market. There have been some increases in land sales activity but volume remains limited. Some of the recent construction has occurred on sites that had been acquired prior to the downturns in the market. The pace of development does appear to be gradually increasing, especially in the primary commercial corridors.

Conclusions

On a national basis, expectations are for continued, modest improvements in economic conditions. The commercial real estate markets have reached their low point and are improving. The Brown County retail and industrial markets have shown steady declines in vacancy levels, while the office market remains above average for reasons presented earlier. Projections would be for gradual increases in development activity, in conjunction with the modest pace of improvement anticipated in national and local economic conditions.

Weiler Appraisal Inc.**Highest and Best Use Analysis**

Highest and best use is defined by The Dictionary of Real Estate Appraisal, 6th Edition as follows:

The reasonably probable and legal use of property that results in the highest value.
The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.

The subject property consists of four tax parcels, three of which are contiguous. They are located adjacent to a roundabout on the south side of downtown De Pere and zoned B1, Central Business District and PDD, Planned Development District.

The zoning of the parcels allows for a variety of commercial property uses. In terms of physical factors, Historic Parcels ED-805, 806, & 807 range in size from 0.01 acres to 0.16 acres, with their small individual size limiting their development potential. However, they are contiguous and would therefore most likely be developed as a combined entity at 0.25 acres or, 10,890 square feet.

Historic Parcel ED-814 contains 0.07 acres and is physically separated from the remaining parcels by an alley. The small size and triangular shape of the property is not considered to be conducive to physical development. However, the site could be utilized for parking by the adjacent parcels. It would be considered desirable for such use, as it would provide frontage and exposure for the adjacent parcels to the Wisconsin Street roundabout.

With respect to financially feasible and maximally productive uses, Historic Parcels ED-805, 806, & 807 have good visibility as they adjoin a roundabout. However, access is much more circuitous, being situated along the east side of the sites. In this respect, access from the roundabout area would be via Broadway Street south to Lewis Street, then east on Lewis Street to Wisconsin Avenue, and north on Wisconsin Street to the site. The parcels are located on the south side of a downtown setting, with surrounding properties as consisting of various retail, office, and service businesses to the north, along both Broadway Street and Wisconsin Street. However, the density of development decreases to the south, with the De Pere City Hall situated south of Lewis Street, and properties transitioning to residential farther to the south. Based upon these factors, the highest best use of Historic Parcels ED-805, 806, & 807 was concluded to be for a destination type use, such as an office or service business.

As noted above, Historic Parcel ED-814 was concluded to be physically limited to development in conjunction with the adjoining parcels. Again, it would be considered a desirable addition to the adjacent development, as it would provide direct frontage and exposure along the Wisconsin Street roundabout. Therefore, the highest best use of Historic Parcel ED-814 was concluded to be for parking lot development in conjunction with the adjacent parcels.

Approaches to Value

The appraisal valuation process consists of three approaches to value; the Sales Comparison Approach, Income Capitalization Approach, and Cost Approach. Each approach has varying levels of applicability to the property being appraised. The following is a description of each approach, based upon definitions obtained from The Dictionary of Real Estate Appraisal, 6th Edition.

Sales Comparison Approach: The process of deriving a value indication for the subject property by comparing market information for similar properties with the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison.

Income Capitalization Approach: Specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.

Cost Approach: A set of procedures through which a value indication is derived for the fee simple estate by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive or profit; deducting depreciation from the total cost; and adding the estimated land value. Adjustments may then be made to the indicated value of the fee simple estate in the subject property to reflect the value of the property interest being appraised.

The subject parcels consist of undeveloped land and only the sales comparison approach would be applicable.

Sales Comparison Approach

The Appraisal of Real Estate, 14th Edition indicates that the sales comparison approach is "the process of deriving a value indication for the subject property by comparing similar properties that have recently sold with the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market derived elements of comparison." It further notes that "a major premise of the sales comparison approach is that an opinion of the market value of a property can be supported by studying the market's reaction to comparable and competitive properties."

The first step in applying the sales comparison approach is to research the market for sales of comparable properties. However, comparable sales activity has been comparatively limited, due to the past downturns in the economy and real estate market. The impact on the local market is evidenced by the low volumes of construction activity noted earlier. Sales volume is further limited by the location of the subject sites in a developed, downtown market area, and by the comparatively small size of the parcels. Therefore, the search for land sales was expanded to include surrounding neighborhoods and older sales.

After researching the market for sales, six sales have been selected for comparison to the subject parcels. Sales data sheets summarizing these transactions are presented on the following pages. A location map of the sales has also been included.

Land Sale No. 1



Location: SEC Walnut St. & Chestnut St., Green Bay, Brown Co., WI

Record No. 506

Tax Parcel: 3-98 & 3-99

Property Type: Commercial

Zoning: D1, Downtown One

Grantor: May Vang

Grantee: Vertical Butterfly Investments LLC

Sale Date: November, 2013

Sale Price: \$175,000

Document: 2652809

Verification: CoStar, Deed

Size Sq. Ft. 20,632

Price per Sq. Ft. \$8.48

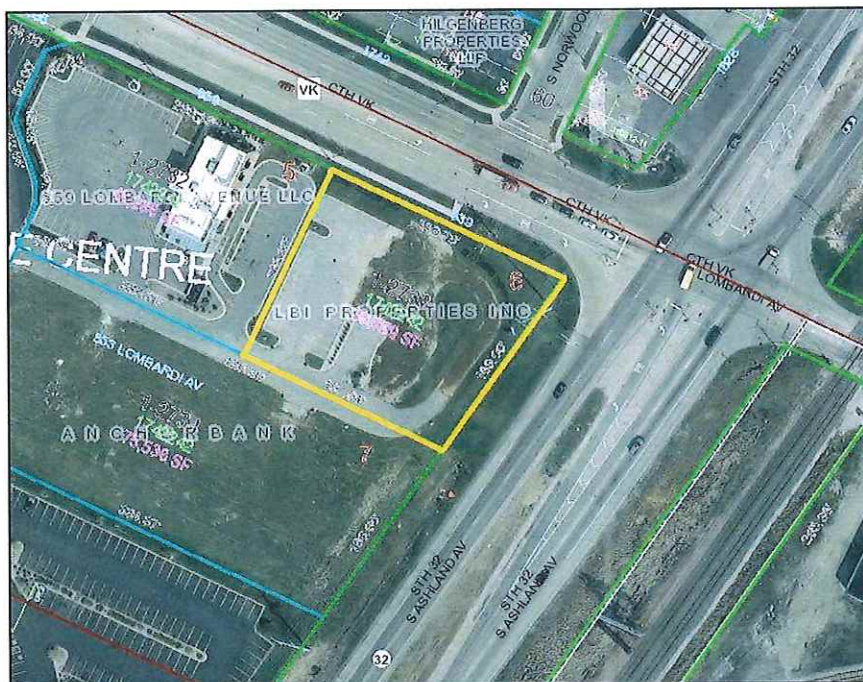
Size Acres: 0.474

Price per Acre \$369,475

Comments: The plat map shows a prior retail and residential structure that had burned down. The grantee owns the adjacent property to the east.

Weiler Appraisal Inc.

Land Sale No. 2



Location:	SWC Ashland Ave. & Lombardi Ave., Green Bay, Brown Co., WI	
Record No.	535	
Tax Parcel:	1-2733	
Property Type:	Commercial	
Zoning:	PCD, Planned Commercial Development	
Grantor:	LBI Properties Inc.	
Grantee:	Lombardi 839 LLC	
Sale Date:	May, 2014	
Sale Price:	\$300,000	
Document:	2668233	
Verification:	Grantee, Deed	
Size Sq. Ft.	39,839	Price per Sq. Ft. \$7.53
Size Acres:	0.915	Price per Acre \$328,020

Comments: Access to the property is via an access road along the back of the site. The grantor had acquired ownership via foreclosure. It was actively marketed and indicated to not be a distressed transaction. The grantee acquired it for an office building for Shorewest Realty. The south side of the site is encumbered by part of an access road comprising about 7% of the site area. There is also a 30-foot storm sewer easement on the east side which is within a 50-foot highway setback along Ashland Avenue.

[illegible]

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Land Sale No. 4



Location: 620 Cherry St., Green Bay, Brown Co., WI

Record No. 610

Tax Parcel: 11-198

Property Type: Commercial

Zoning: OR, Office Residential

Grantor: First Church of Christ

Grantee: NOA Cherry LLC

Sale Date: February, 2015

Sale Price: \$69,900

Document: 2696837

Verification: Deed, Grantee

Size Sq. Ft.: 8,799

Price per Sq. Ft.: \$7.94

Size Acres: 0.202

Price per Acre: \$346,044

Comments: The sale consists of a parking lot sold to the owner of office building to the northeast. The zoning of the site allows for office and service uses, as well as attach single family and multiple family dwellings. Retail uses are only permitted by a conditional use permit.

Weiler Appraisal Inc.

Land Sale No. 5



Location: 1401 S. Webster Ave. @ Garland St., Allouez, Brown Co., WI
Record No. 672
Tax Parcel: AL-875

Property Type: Commercial
Zoning: G, Highway Business

Grantor: Dennis Dorner
Grantee: Kwik Trip Inc.

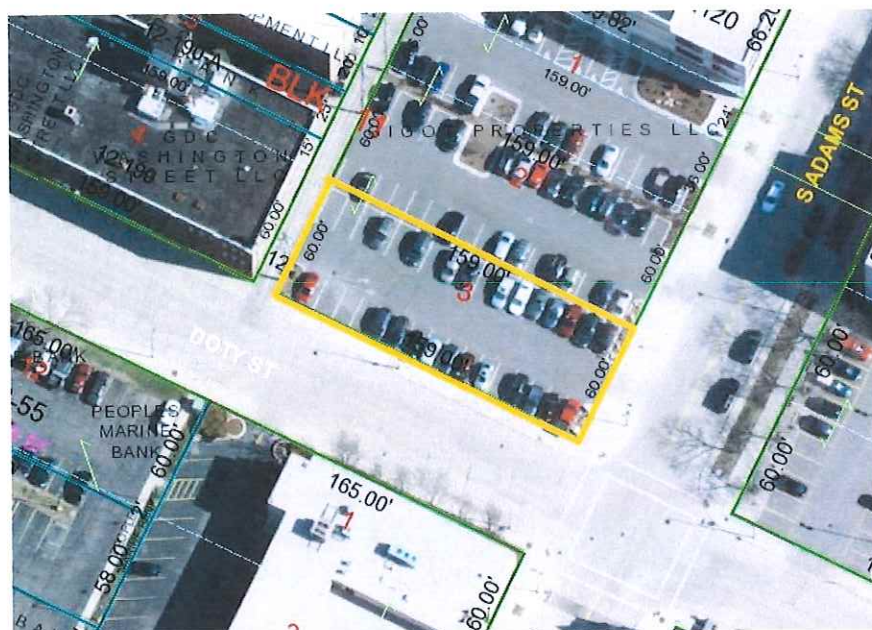
Sale Date: February, 2016
Sale Price: \$357,000
Document: 2732882
Verification: Grantee, Deed

Size Sq. Ft.	27,772	Price per Sq. Ft. \$12.85
Size Acres:	0.638	Price per Acre \$559,950

Comments: The property was acquired for construction of a Kwik Trip. It was improved with a former gas station of 1,794 square feet built in 1972. The sale price includes estimated demolition costs of \$7,000. The east side of the site slopes downward by about 10 feet.

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Land Sale No. 6



Location: 140 S. Adams St. @ Doty St., Green Bay, Brown Co., WI

Record No. 678

Tax Parcel: 12-189

Property Type: Commercial

Zoning: D2, Downtown Two

Grantor: 140 S. Adams St.

Grantee: Gigot Properties LLC

Sale Date: February, 2013

Sale Price: \$210,000

Document: 2616137

Verification: Deed, Appraiser

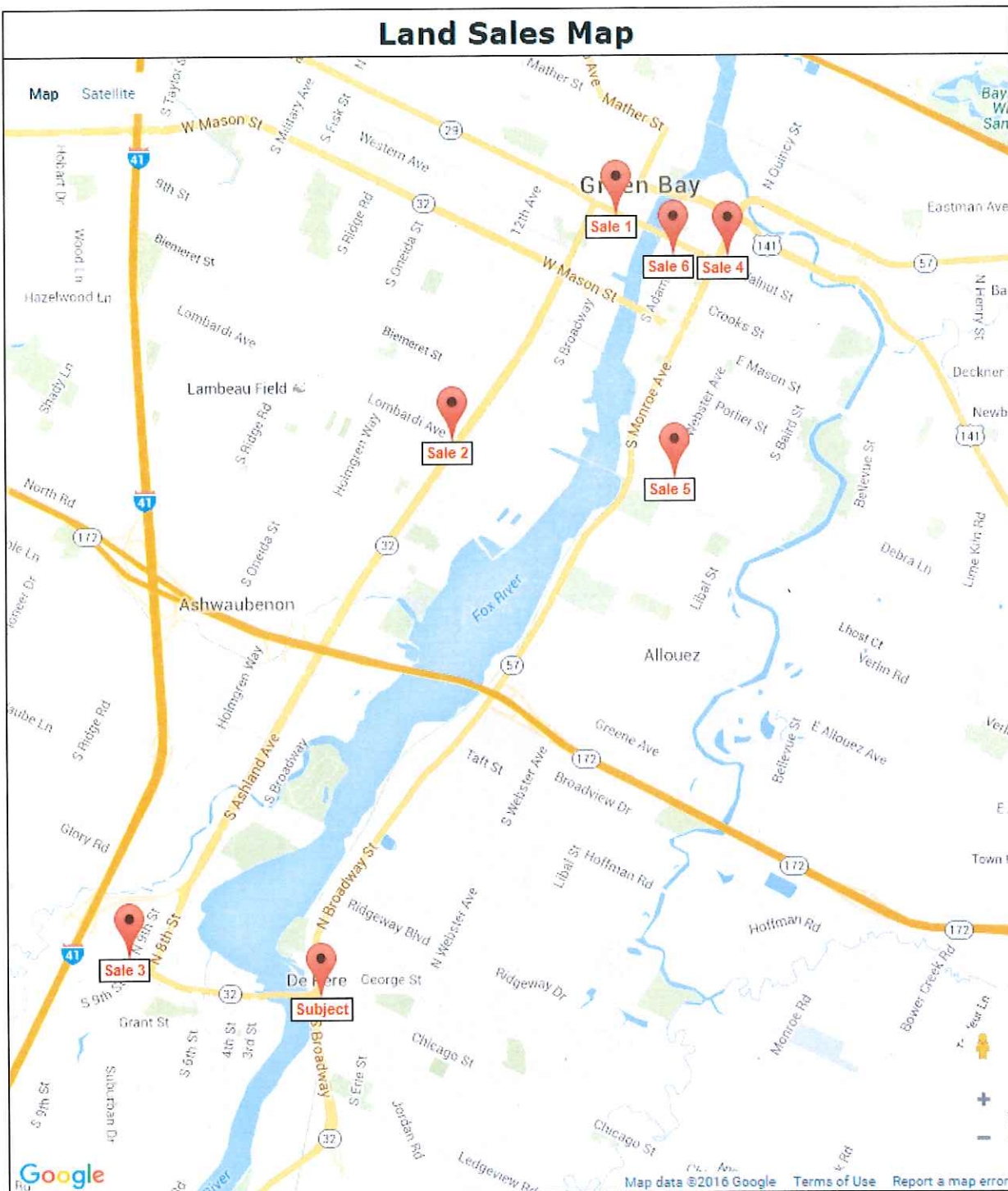
Size Sq. Ft.: 9,540

Price per Sq. Ft.: \$22.01

Size Acres: 0.219

Price per Acre: \$958,868

Comments: The property consists of a parking lot acquired by the owner of the office building to the north.



Comparable Sales Adjustment Analysis-Parcels ED-805, 806, & 807

In comparing the sales to the subject, they are first adjusted for differences in transactional factors, and then for differences in physical characteristics. The subject parcels differ in size and location, with Historic Parcels ED-805, 806, & 807 analyzed first. A sales adjustment grid presented on the following page.

Historic Parcels ED-805, 806, & 807

Land Sales Adjustment Grid

Sale Number	Subject	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Sale Price per Sq. Ft.		\$8.48	\$7.53	\$18.69	\$7.94	\$12.85	\$22.01
Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		0%	0%	0%	0%	0%	0%
Adjusted Price per Sq. Ft.		\$8.48	\$7.53	\$18.69	\$7.94	\$12.85	\$22.01
Conditions of Sale	Typical	Typical	REO	Typical	Typical	Typical	Typical
Adjustment		0%	0%	0%	0%	0%	0%
Adjusted Price per Sq. Ft.		\$8.48	\$7.53	\$18.69	\$7.94	\$12.85	\$22.01
Sale Date	Mar-16	Nov-13	May-14	Jun-14	Feb-15	Feb-16	Feb-13
Market Conditions at	5%	12%	10%	9%	6%	1%	16%
Adjusted Price per Sq. Ft.		\$9.50	\$8.25	\$20.39	\$8.40	\$12.95	\$25.47
Physical Adjustments:							
Location	Wisconsin	Walnut	Ashland	Main	Cherry	Webster	Adams
Traffic	5,400	9,900	25,700	16,800	NA	13,400	2,100
Secondary Traffic			12,900	4,300			
Adjustment		0%	0%	-45%	35%	-20%	-45%
Size - Sq. Ft.	10,890	20,632	39,839	37,992	8,799	27,772	9,540
Adjustment		5%	10%	10%	0%	5%	0%
Zoning	B1	D1	PCD	PDD	OR	G	D2
Adjustment		0%	0%	0%	0%	0%	0%
Other Factors	Shape	None	Easements	Easements	Paving	Topo	Paving
Adjustment		-10%	0%	-10%	-35%	-5%	-20%
Total Adjustments		-5%	10%	-45%	0%	-20%	-65%
Indicated Value PSF		\$9.02	\$9.07	\$11.22	\$8.40	\$10.36	\$8.92

Property Rights Conveyed

The sales all represent fee simple interests and no adjustments are required.

Conditions of Sale

This adjustment consists of factors such as favorable financing terms, or motivations of the parties in the transaction. Most of sales were either cash transactions or financed at market terms. They also involved no unusual motivations and therefore require no adjustments.

The grantor in Sale 2 acquired ownership through foreclosure. However, the site had been actively marketed and was indicated to not have been a distressed transaction. Therefore, no adjustment is required.

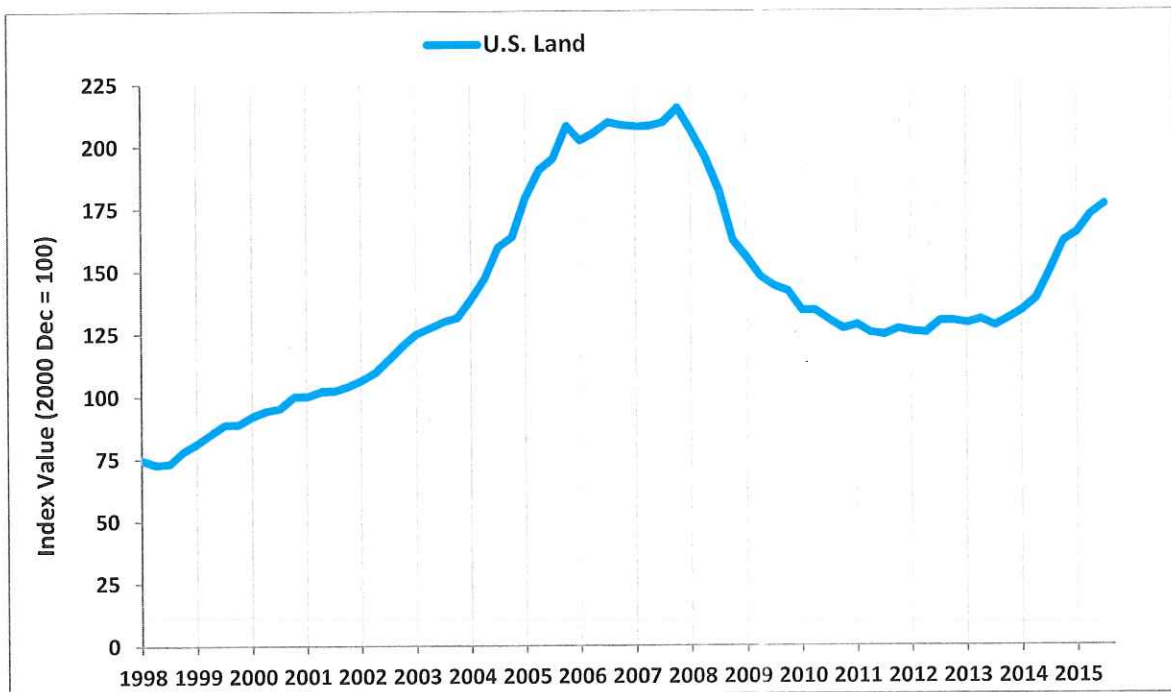
Market Conditions

The sales are then adjusted for changes in market conditions between the date of sale and the effective date of value. As has been discussed earlier in this report, there had been significant downturns in general economic conditions, and also within the real estate market. The result has been a significant decline in the volume of sales activity. As such, market changes are more difficult to extract from the available sales.

Information regarding the Brown County real estate market was presented earlier and showed past increases in vacancy and declines in rental rates, in conjunction with the downturns in the economy. Recent improvements in the economy have resulted in declines in rental rates, with the exception being the office market. Furthermore, overall capitalization rates for improved properties had increased in 2009 and 2010, due to increases in investment risk and uncertainty associated with the downturns in the economy and real estate market. Subsequent improvements in the economy and real that market resulted in a declining trend in capitalization rates.

The CoStar Repeat Sale Index shows similar trends for properties on a national basis, with the subject being part of the Midwest regional market area. The land sales date back to November 2013, subsequent to the low point of the markets. The Midwest office market shows a 24% increase in values between the end of 2013 and the end of 2015. The retail market reports a 21% increase over this time frame, while the industrial market shows a 28% increase.

CoStar also has an index for the national land market, which is presented below. The index showed steady declines through the low point in the 3rd quarter 2011, followed by a period of fluctuating stability through mid-2013. Steady increases have occurred thereafter, totaling 44.0%. The CoStar report states that the land market posted its strongest growth over the prior 12 months, due to increases in demand for development sites across all property sectors. However, they also indicate that the index is still in the early stages of recovery and remains 16.3% below the prior peak. CoStar also states that the Midwest index has lagged during the entire recovery, with the Midwest market not reaching a trough until 2012, which is two years later than the northeast and west regions.



Source: CoStar

General observations of the land market tend to show that the local markets had experienced a lesser rate of decline than that indicated by the CoStar US Land Index. This would include some continued construction activity for specific owner/user properties. Additionally, the local economy has generally fared somewhat better than the national markets, with unemployment rates remaining below national averages. Alternatively, recent increases in land values appear to be at a lower rate than those indicated by the CoStar index. In this respect, the office market remains soft, with the above average vacancy levels limiting construction activity. Similarly, the retail market has improved but recent development activity primarily consists of larger owner/user projects and smaller facilities in the major commercial corridors. The industrial market has maintained low vacancy levels and reported increases in asking rents. However, it is primarily an owner occupied market which has experienced very limited construction activity. Finally, downward consideration would again be applicable, as the Green Bay MSA is part of the Midwest region which has lagged the rate of improvement in other regions.

The sales date back to November 2013, with the CoStar index showing a 37.4% increase in values through the 4th quarter 2015. On an annualized basis, the index shows increases ranging from 9% to 20%. The wide range is attributable to the more significant rate of increase during 2014.

As noted above, a lesser rate of increase would be applicable to the subject market, to include lesser rates of improvement for the Midwest market in general. Additionally, the Green Bay industrial market showed greater stability, while the office market still has above average vacancy levels. The Green Bay retail market has shown steady declines in vacancy but construction activity has remained relatively limited. These factors all indicate that a lesser rate of increase would be applicable.

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Recognizing the improvements that have occurred in the markets in general but the lesser rates of change that occurred in the Green Bay market, it was estimated that a 5% annual rate of increase would be applicable.

Location

The subject parcels are located along Wisconsin Street, just east of the roundabout at Broadway Street. Traffic volumes along Wisconsin Street are at 5,400 vehicles per day. The site would also have some exposure to the 12,700 vehicles per day along Broadway Street, with the bridge crossing having 31,400 vehicles per day. Traffic volumes for the sales have been included on the adjustment grid.

The sales show varying differences in price due to location. For example, Sales 4 and 6 are both located in the downtown market area of Green Bay. They both essentially front along secondary roadways, with no specific traffic volumes available for Cherry Street. However, the surrounding densities of development have a far greater impact on value. In this respect, Sale 6 is centrally located with a high density of surrounding commercial development. Alternatively, Sale 4 is located on the east side of the downtown market, in a transitional area which becomes more predominantly residential. The result is a 67% lower per square foot sale price. The subject property would fall between these two sales, having more extensive surrounding commercial development and greater traffic volumes than Sale 4. While it has higher traffic than Sale 6, it has a much lower density of surrounding commercial development and much more circuitous access. It would be considered inferior on a net basis.

Similarly, Sale 2 is located at a signal light controlled intersection of Ashland Avenue and Lombardi Avenue. Traffic volumes are much higher than those abutting the subject. However, it is a mixed use area with commercial development to the immediate south and west of the sale, but industrial uses to the east, along the east side of Ashland Avenue, and lower density commercial and residential uses to the north, along the west side of Ashland Avenue. Access to the site is also more circuitous, with no direct access to the abutting portions of Ashland Avenue and Lombardi Avenue. Alternatively, Sale 3 is located at a signal controlled intersection of Main Avenue and 9th Street on the west side of De Pere. It has lower traffic volumes than Sale 2, but there is a much higher density of surrounding commercial development. The result is a 60% lower per square foot sale price for Sale 2, due to the combination of its lower density of surrounding commercial development and more circuitous access. The difference would be overstated, as Sale 2 is also impacted by easements discussed subsequently. When compared to the subject property, Sale 2 is similar in circuitous access, superior in traffic volumes, but inferior in surrounding density of commercial development. On a net basis, it would be considered relatively similar, indicating that a significant downward adjustment is required for sales in the major commercial areas.

Sale 1 is located along Walnut Street which provides a bridge crossing over the Fox River in the downtown Green Bay area. It is towards the west side of commercial development, with property uses transitioning to residential uses farther west. It has a lower density of commercial development than the subject. However, traffic volumes are higher and it has better accessibility. On a net basis, these factors were considered offsetting and no adjustment was required.

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Sale 2 was discussed above and is located at a signal light controlled intersection of Ashland Avenue and Lombardi Avenue. It has higher traffic volumes, less extensive surrounding commercial development, and similar circuitous access. On a net basis, it was considered relatively similar and requires no adjustment.

Sale 3 was discussed above and is located a signal light controlled intersection of Main Avenue and 9th Street. It is superior to the subject with respect to much more extensive surrounding commercial development and better accessibility. Based upon the previous comparison, a 45% downward adjustment is made.

Sale 4 was discussed above and is located along Cherry Street, a secondary roadway in an area transitioning to residential property uses. It has far less exposure than the subject but better accessibility. The density of surrounding commercial development is somewhat lower. Based upon the previous comparisons, a 35% upward adjustment has been made.

Sale 5 is located along a major traffic carrier with higher traffic volumes than Wisconsin Street along the subject. There is a lower density of surrounding commercial development but it has direct access to the abutting roadways. On a net basis, it was considered slightly superior due to its much better accessibility. A 20% downward adjustment has been made.

Sale 6 was discussed above and fronts along a less heavily traveled roadway but is significantly superior with respect to the surrounding density of commercial development and its accessibility. Based upon the previous comparisons, a 45% downward adjustment has been made.

Size

Typically, smaller sites sell for higher unit values. This is attributable to the greater capital outlay required to both purchase and develop larger properties. It also limits the potential market of buyers. The subject property is at the low end of the range of the sales and is also approaching a size where development possibilities become more limited. Each sale has been adjusted accordingly.

Zoning

The subject property is zoned B-1 Central Business District and PDD, Planned Development District. It allows for a fairly typical variety of commercial property uses. Most of the sales are zoned for commercial development and would have some differences in the underlying zoning ordinances. However, they all allow for a variety of commercial development and no discernible differences were noted in the sale prices for variations in the zoning. Accordingly, no adjustment is required.

Sale 4 has more restrictive zoning but is also situated in a transitional area of office and residential property uses. The zoning is appropriate for the location of the sale and no further adjustment would be considered applicable.

Other Factors

Other factors considered significant would be physical attributes such as shape, topography, floodplain and/or wetland factors. The subject property is irregular in shape, as Historic Parcels ED-805 and ED-806 are triangular. The overall shape, coupled with the small size, results in very limited development potential for the northeast portions of the property. While subjective, a downward adjustment would be considered applicable to recognize the more limited development potential for the triangular shape, as compared to sales that are fairly rectangular. Accordingly, most of the sales were adjusted downward by 10% for this factor.

Sale 2 is impacted by several easements noted on the sales data sheet. They result in limitations on development due to their size, when compared to the size of the sale property. This was considered to offset the subjects shape attribute and no net adjustment was required.

Sale 3 is impacted by more extensive easement areas. However, it did not impact the proposed development by the buyer and no discount was indicated to be reflected in the sale price. Given the subjects irregular shape, the aforementioned 10% downward adjustment has been applied

Sale 5 has a downward sloping topography on the far east side of the site. This was considered to be a partially offsetting factor for the triangular shape of the subject. On a net basis, a 5% downward adjustment was made.

Finally, Sales 4 and 6 both consist of asphalt paved parking lots and would require downward consideration for the contributory value of the parking lot improvements. In this respect, consideration is given to parking lot development costs in section 66, page 3 of the Marshall Valuation cost manual. Sale 4 contains 31 parking spaces, indicating a site area of 284 square feet per space. Sale 6 has 33 parking spaces, indicating a site area of 289 square feet per space. This compare most closely to the low cost category, which indicates an average size per space of 285 square feet. Parking lot development costs for the low cost category are indicated at \$1,190 per space, which includes allowances for plans, surveys, and permits; grading; drainage; asphalt paving and drives; striping and bumpers; buildings and ticket booths; electrical, lighting, and wiring; and miscellaneous landscaping, fencing, and signage.

The sale properties do not have buildings or ticket booths, requiring a deduction of \$19.75 per space. Additionally, there is virtually no landscaping or fencing, which is included at \$134.00 per space. Deducting these costs results in a net cost of \$1036.25 per space or, \$3.64 per square foot.

Downward consideration would be applicable to recognize the impact of depreciation. Based upon the adjusted per square foot sale prices, downward adjustments of 25% and 10%, respectively have been made for the contributory value of the parking lot. The lower adjustment for Sale 6 is attributable to the higher per square foot sale price reducing the contributory value of the paving on a percentage basis. When combined with the previous 10% downward adjustment for shape, the total downward adjustments would be 35% and 20%, respectively.

Weiler Appraisal Inc.**Sales Comparison Approach Conclusion-Historic Parcels ED-805, 806, & 807**

The sales have an adjusted sale price range of \$8.40 per square foot to \$11.22 per square foot, with an average of \$9.50 per square foot. Although the adjustments made were subjective in nature, they are considered to be reflective of the impact on value for the underlying physical differences. Several of the sales require larger percentage adjustments, which is attributable to the limited volume of sales available in the current market. However, most of the sales provide a fairly consistent range of indicated value for the subject property.

Sale 3 falls above the other transactions and the sale price was stated to be "on the high side" by the buyer. No adjustment was made for motivation and therefore it is given lesser weight in the final market value conclusion. It would also skew the average upward.

The subject property has good visibility and exposure as it abuts a major roundabout. However, it is located towards the south end of commercial development in the downtown De Pere market area, it has more circuitous access, and it has an irregular shape. Therefore, market value was concluded at \$9.00 per square foot, falling slightly below mid-portion of the range, exclusive of Sale 3.

Multiplying \$9.00 per square foot by the 10,890 square feet of site area indicates a value by the Sales Comparison Approach of \$98,010, which is rounded to **\$98,000**.

Comparable Sales Adjustment Analysis-historic Parcel ED-814

Historic Parcel ED-814 contains only 3,049 square feet and no additional sales were found that are similar to the subject in this aspect. Accordingly, the sales used in the valuation of Historic Parcels ED-805, 806, & 807 will again be utilized. A revised land sales adjustment grid is presented on the following page.

Location

The subject property is located at the intersection of the Wisconsin Street and Broadway Street roundabout. As stated earlier, traffic volumes are at 12,700 vehicles per day along Broadway Street and 5,400 vehicles per day along Wisconsin Street. The visibility of the site was considered slightly superior to Historic Parcels ED-805, 806, & 807. However, surrounding densities of development and the circuitous access remain unchanged. Due to the slightly better visibility, the previous adjustments made for location have been revised upward by 10%.

Size

Historic Parcel ED-814 is significantly smaller than Historic Parcels ED-805, 806, & 807, and also much smaller than the comparable sales. However, the size is also at a point where development potential is very limited. The highest best use of the site was concluded to be as a parking lot in conjunction with the adjacent parcels. For this reason, no revisions are required to the adjustments previously made for size.

Historic Parcel ED-814

Land Sales Adjustment Grid

Sale Number	Subject	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
Sale Price per Sq. Ft.		\$8.48	\$7.53	\$18.69	\$7.94	\$12.85	\$22.01
Property Rights Conveyed	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Adjustment		0%	0%	0%	0%	0%	0%
Adjusted Price per Sq. Ft.		\$8.48	\$7.53	\$18.69	\$7.94	\$12.85	\$22.01
Conditions of Sale	Typical	Typical	REO	Typical	Typical	Typical	Typical
Adjustment		0%	0%	0%	0%	0%	0%
Adjusted Price per Sq. Ft.		\$8.48	\$7.53	\$18.69	\$7.94	\$12.85	\$22.01
Sale Date	Mar-16	Nov-13	May-14	Jun-14	Feb-15	Feb-16	Feb-13
Market Conditions at	5%	12%	10%	9%	6%	1%	16%
Adjusted Price per Sq. Ft.		\$9.50	\$8.25	\$20.39	\$8.40	\$12.95	\$25.47
Physical Adjustments:							
Location	Wisconsin	Walnut	Ashland	Main	Cherry	Webster	Adams
Traffic	12,700	9,900	25,700	16,800	NA	13,400	2,100
Secondary Traffic	5,400		12,900	4,300			
Adjustment		10%	10%	-35%	45%	-10%	-35%
Size - Sq. Ft.	3,049	20,632	39,839	37,992	8,799	27,772	9,540
Adjustment		5%	10%	10%	0%	5%	0%
Zoning	B1	D1	PCD	PDD	OR	G	D2
Adjustment		0%	0%	0%	0%	0%	0%
Other Factors	Comments	None	Easements	Easements	Paving	Topo	Paving
Adjustment		0%	10%	0%	-25%	5%	-10%
Total Adjustments		15%	30%	-25%	20%	0%	-45%
Indicated Value PSF		\$10.92	\$10.72	\$15.29	\$10.08	\$12.95	\$14.01

Zoning

The subject property is zoned B-1 Central Business District and PDD, Planned Development District. No revisions are required to the previous adjustments made for zoning.

Other Factors

Other factors considered significant would be physical attributes such as shape, topography, floodplain and/or wetland factors. The subject property is triangular in shape and inferior to Historic Parcels ED-805, 806, & 807 which include a larger rectangular site area. The much smaller size of the subject property results in the shape placing greater limitations on development potential.

For example, off-street parking requirements in the City of De Pere zoning ordinance indicate that parking spaces are to be at least 8 ½ feet wide and 18 ½ feet long. Additionally, aisles must be at least 24 feet wide for 90-degree parking, 18 feet wide for 60-degree parking, and 15 feet wide for 45-degree parking. Thus, for 90-degree parking, a total width of 42 ½ feet is required. However, the site has a maximum width of about 45 feet on its east side and narrows to the west. Accordingly, it could likely only accommodate 2 spaces in a typical 90-degree parking development. The use of 45-degree parking would allow for a smaller aisle of 15 feet and require a stall depth of about 12 feet, for a total of 27 feet. However, the angle parking results in an increase in the stall width along the south side of the property. It was estimated that this configuration could accommodate about 5 parking spaces on the eastern site area, with the western site area too narrow to meet the standards.

Alternatively, parking development could consist of parallel parking spaces along the northeast and south sides of the site. The zoning ordinance for parallel parking requires a length of 23 feet and a width of 12 feet. The northeast side of the site has about 115 feet of frontage along Wisconsin Street, while the south side has a depth of about 105 feet. However, the triangular shape would limit parallel parking to a single row at its western end. As such, parallel parking would likely be comprised of 4 spaces along south side but only 2 spaces on the northeast, for a total of 6.

The previous discussion indicates that development of the site could most likely accommodate 5 to 6 parking spaces. The site contains 3,049 square feet, indicating a site area of 508 to 610 square feet per space. Sales 4 and 6 are developed for more typical parking lots and have average sizes per space of 284 square feet and 289 square feet, respectively. Thus, the triangular shape of the subject site, coupled with its small size, results in a reduction in development potential of 43% to 53%, when compared to the aforementioned average sizes per space.

The previous discussion shows that there is a significant reduction in the development potential due to the shape of the subject site, coupled with its small size. Accordingly, it will be accounted for separately in the final market value conclusion, as opposed to its inclusion in the adjustment grid. Therefore, the previous 10% downward adjustment made for shape will be excluded from the analysis, resulting in an upward revision of 10% to the previous adjustments made.

Weiler Appraisal Inc.**Sales Comparison Approach Conclusion-Historic Parcel ED-814**

The sales have an adjusted sale price range of \$10.08 per square foot to \$15.29 per square foot, with an average of \$12.33 per square foot. This excludes the impact of the triangular shape of the subject site, which is being accounted for separately. Sale 3 again falls above the range of the other transactions for reasons discussed previously. It would also skew the average upward.

Historic Parcel ED-814 was considered to require some added downward consideration in the final market value conclusion, as its limited development potential reduces the market of prospective buyers. Therefore, market value prior to the consideration of shape was concluded at \$11.00 per square foot, falling into the lower portion of the range. As noted earlier, the triangular shape of the property, coupled with its small size, results in a 43% to 53% reduction in its development potential for parking lot use, when compared to typical parking lots in the market, as represented by Sales 4 and 6. The prior analysis was based upon the estimated physical dimensions of the site and would involve some uncertainty as to whether 5 to 6 parking spaces could functionally be accommodated. Accordingly, a downward adjustment to 50% was considered to be appropriate for the triangular shape of the property, falling into the upper portion of the previously discussed range. Applying this discount to the prior value of \$11.00 per square foot, would indicate a final market value conclusion of \$5.50 per square foot.

Multiplying \$5.50 per square foot by the 3,049 square feet of site area indicates a value by the Sales Comparison Approach of \$16,770, which is rounded to **\$17,000**.

<u>Sales Comparison Approach Value Conclusion</u>	\$98,000
Historic Parcels ED-805, 806, & 807	

<u>Sales Comparison Approach Value Conclusion</u>	\$17,000
Historic Parcel ED-814	

Weiler Appraisal Inc.**Reconciliation of Value Conclusions**

In the reconciliation of value conclusions, the appraiser considers the appropriateness of each of the approaches, and the availability and quality of the market data used in each approach, to arrive at a final opinion of market value. The subject property consists of vacant land and only the sales comparison approach to value is applicable. It indicated a value conclusion of \$98,000 for Historic Parcels ED-805, 806, & 807, and a value conclusion of \$17,000 for Historic Parcel ED-814.

As discussed earlier, Walgreens constructed a store at the northeast corner of Broadway Street and Wisconsin Street, across from the subject site. The transactions in this development occurred in October 2013 but were not typical market land sales. The development included the purchase of three old commercial structures totaling 14,431 square feet. They were situated on a combined site area of 10,929 square feet. They were acquired in three transactions totaling \$948,000 or, \$86.74 per square foot of site area. An additional 27,855 square feet of site area was acquired from the City of De Pere. Most of this land consisted of a former municipal parking lot. It was stated that it was transferred to the property owner as part of the development obligations in the developer's agreement, with no cash changing hands. Accordingly, this development would provide no meaningful indications of market values for the land in the area.

The limited volume of sales activity is attributable to the past downturns in the economy and the comparatively limited level of recent construction activity. Similarly, while the subject parcels are favorably located with respect to the roundabout and bridge crossing over the Fox River, they are towards the south end of commercial development along the Broadway and Wisconsin Street corridors, and have more circuitous access. Overall, the available market data was considered to be supportive of final As Is market value conclusions of **\$98,000** for Historic Parcels ED-805, 806, & 807, and **\$17,000** for Historic Parcel ED-814.

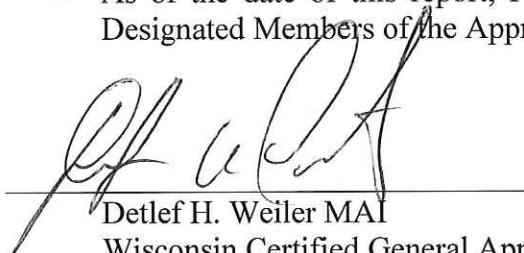
<u>Final As Is Market Value Conclusion</u>	<u>\$98,000</u>
Historic Parcels ED-805, 806, & 807	

<u>Final As Is Market Value Conclusion</u>	<u>\$17,000</u>
Historic Parcel ED-814	

Weiler Appraisal Inc.**Certification**

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- I have completed two prior appraisals of property that included the subject site within the three-year period immediately preceding acceptance of this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment (or any future appraisals for this client) is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute, and with the requirements of the Uniform Standards of Professional Appraisal Practice.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- I have made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this certification.
- As of the date of this report, I have completed the continuing education program for Designated Members of the Appraisal Institute.


 Detlef H. Weiler MAI
 Wisconsin Certified General Appraiser
 Certificate Number 237-10

April 6, 2016
 Date

Weiler Appraisal Inc.**Assumptions and Limiting Conditions**

The appraisal report has been made with the following general assumptions and limiting conditions.

1. No responsibility is assumed for the legal description provided or for matters pertaining to legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated.
2. The property is appraised free and clear of any or all liens or encumbrances unless otherwise stated.
3. Any allocation of a total value estimated in this report between the land and the improvements applies only under the stated program of utilization. The separate values allocated to the land and buildings must not be used in conjunction with any other appraisal, and are invalid if so used.
4. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
5. All engineering studies are assumed to be correct. The plat maps and illustrative material in this report are included only to help the reader visualize the property.
6. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for obtaining the engineering studies that may be required to discover them.
7. It is assumed that the property is in full compliance with all applicable federal, state, and local environmental regulations and laws unless the lack of compliance is stated, described, and considering the appraisal report.
8. It is assumed that the property conforms to all applicable zoning and use regulations and restrictions unless a nonconformity has been identified, described, and considered in the appraisal.
9. It is assumed that all required licenses, certificates of occupancy, consents, and other legislative or administrative authority from any local, state, or national government or private entity or organization have been or can be obtained or renewed for any use on which the opinion of value contained in this report is based.
10. It is assumed that the use of the land and improvements is confined within the boundary or property lines of the property described, and that there is no encroachment or trespass unless noted in the report.
11. Possession of this report, or copy thereof, does not carry with it the right of publication.

12. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news, sales, or other media without the prior written consent and approval of the appraiser.
13. Responsible ownership and competent property management are assumed.
14. Unless otherwise stated in the report, the existence of hazardous materials, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, and other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for such conditions or for any expertise or engineering knowledge required to discover them. The intended user is urged to retain an expert in this field, if desired.
15. The appraiser, by reason of this appraisal, is not required to give further consultation or testimony or to be in attendance in court with reference to the property in question, unless arrangements have been previously made.



Wisconsin Street roundabout facing southwest along
Historic Parcels ED-805, 806, & 807



Wisconsin Street facing south along Historic Parcels ED-805, 806, & 807



Historic Parcel ED-805, facing south



Historic Parcel ED-806, facing west



Historic Parcel ED-807, facing west



Alley facing south from Wisconsin Street roundabout



Wisconsin Street roundabout facing northeast along Historic Parcel ED-814



Wisconsin Street roundabout facing southwest along Historic Parcel ED-814



Broadway Street facing north across roundabout



Historic Parcel ED-814 facing southwest, showing transformer and cable boxes

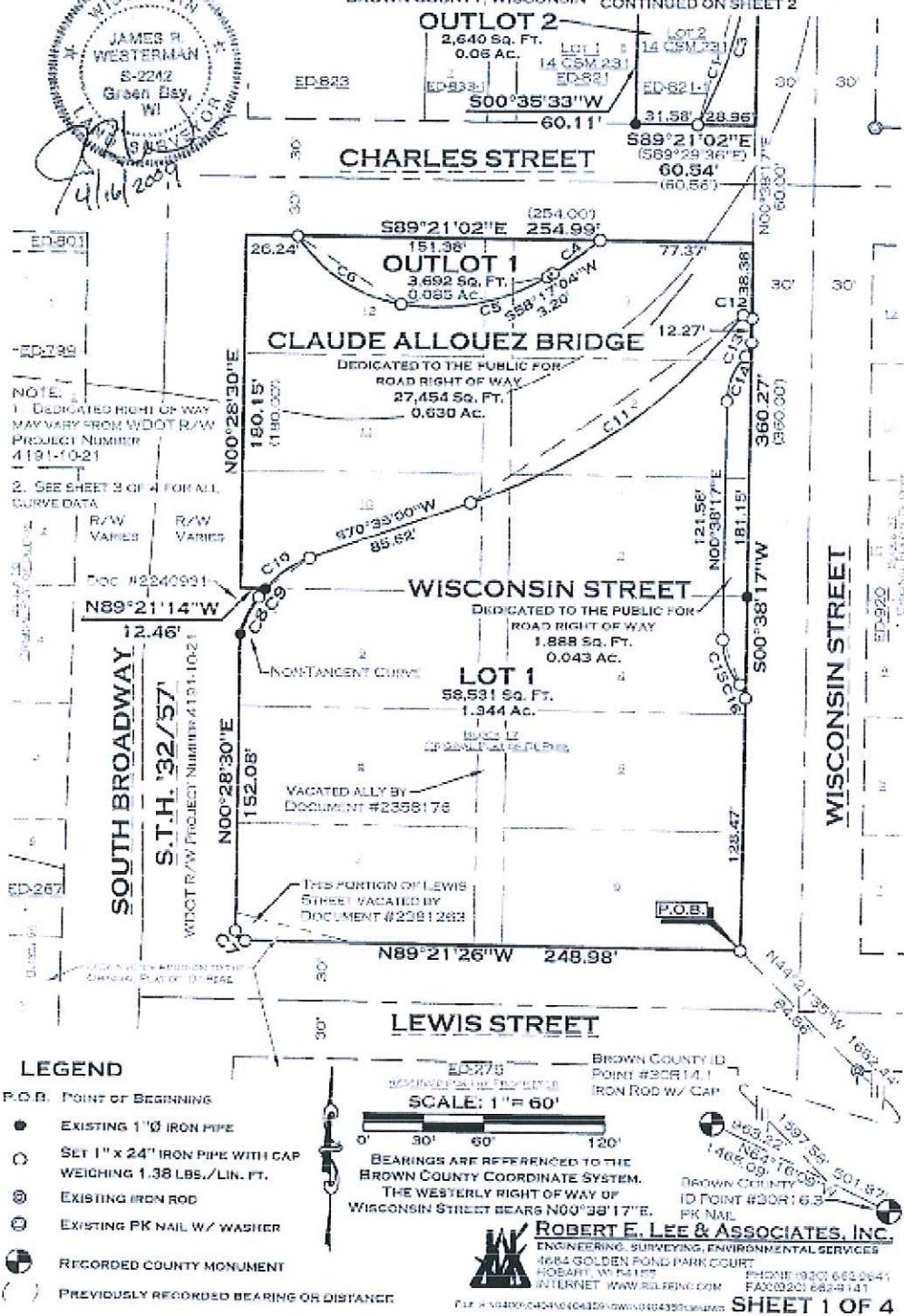
Weiler Appraisal Inc.

2415438

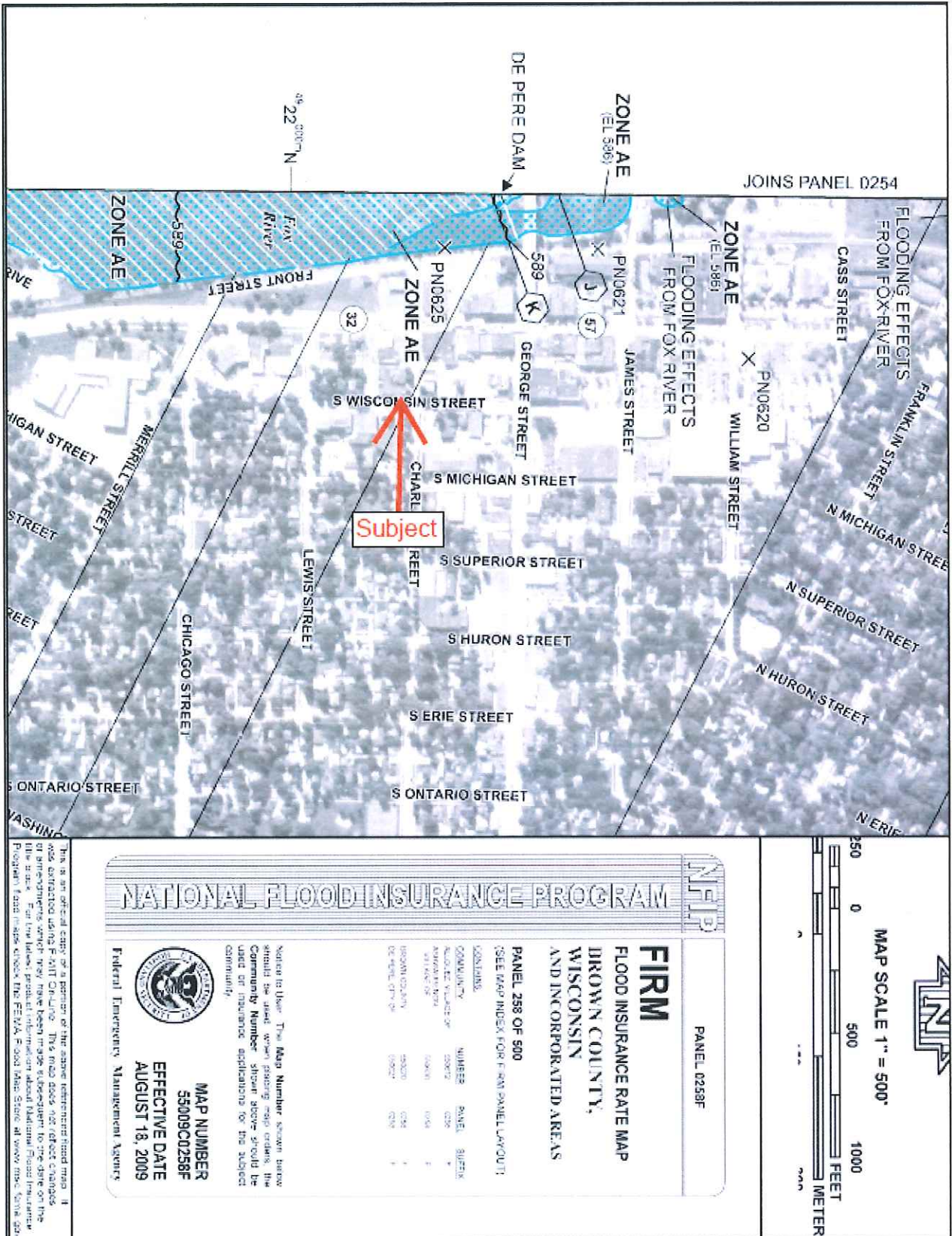
7902

CERTIFIED SURVEY MAP

ALL OF LOT 2, VOLUME 14 OF CERTIFIED SURVEY MAPS, PAGE 231, MAP #2863 AND LOTS 3, 4, AND 8, ALL LOCATED IN BLOCK 18 AND PART OF LOT 9 AND ALL OF LOTS 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, AND 12 ALL LOCATED IN BLOCK 17, AND PART OF A VACATED ALLEY, ALL BEING PART OF THE ORIGINAL PLAT OF DE PERE AND PART OF DICKINSON'S ADDITION TO THE ORIGINAL PLAT OF DE PERE, EAST SIDE OF FOX RIVER, CITY OF DE PERE, BROWN COUNTY, WISCONSIN CONTINUED ON SHEET 2



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Weiler Appraisal Inc.**Qualifications of Detlef H. Weiler, MAI****Education**

Graduate of University of Wisconsin-Madison: BBA Finance - 1984; MBA Finance - 1985

Recent Appraisal Institute Seminars and Courses:

- Tenant Credit Analysis
- Introducing Valuation for Financial Reporting
- Introduction to Green Buildings: Principles & Concepts
- Uniform Standards of Professional Appraisal Practice
- Business Practices and Ethics
- Condemnation Appraisal Symposium
- Emerging Trends That Affect Your Profession
- Marketability Studies: Advanced Considerations and Applications
- 2015 Year in Review Symposium
- Fundamentals of Separating Real, Personal Property, & Intangible Business Assets

Numerous other professional real estate courses and seminars

Appraisal Experience

President of Weiler Appraisal Inc. since 2009, providing commercial real estate valuation services in the northeastern Wisconsin market. Property types valued include office, retail, industrial, restaurant, automobile dealerships, land, and hotels.

Appraiser for Barnard & Associates from 1992 to 2009. Appraised a wide variety of commercial and industrial properties in the northeastern Wisconsin area.

Appraiser for Allen, Williford, and Seale in Houston, Texas from 1985 to 1992. Appraised commercial, industrial, and multi-family properties throughout Texas for mortgage and right-of-way purposes.

Professional Affiliations

Appraisal Institute, MAI Member Number 8968.

Appraisal Institute: 2013-14 Region III Chair of Nominating Committee. 2008-12 National Board of Directors, 2011-12 Region III Chair, 2009-10 Region III Vice Chair, 2008 Region III Third Director and Treasurer, 2006 Wisconsin Chapter President, 2005 Wisconsin Chapter Vice President, 2004 Wisconsin Chapter Treasurer, 2003 Wisconsin Chapter Secretary.

State of Wisconsin Certified General Appraiser, Certificate Number 237

Member Beta Gamma Sigma – The International Business Honor Society

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

MEETING DATE: June 14, 2016
DEPARTMENT: Finance Department
FROM: Joe Zegers
SUBJECT: Consider Proposed 2016 Borrowing. *

ATTACHMENTS:

- 2016BorrowingMemo (DOC)
- Proposed 2016 Project Borrowing List (PDF)

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: June 9, 2016
Subject: Preliminary 2016 Borrowing

I have attached the project list in regard to the development of an initial resolution to authorize the 2016 borrowing. The projecting borrowing is in the form of ten or fifteen year general obligation notes or bonds which include \$2,766,144 of non-TID equipment and projects while including 2016 bonding of \$1,547,500 for the various TID items listed on the worksheet. The Meter Replacement amount of \$3,000,000 represents amounts expected to be paid by the water and sewer utilities for the new remote read meter replacement program which started in late 2013 and is expected to conclude in 2018 or roughly \$600,000 per year. The two utilities are splitting equally the costs and related borrowing for the project. The City's borrowing consulting firm of Springsted will review the list and provide their recommendations regarding bond and note sizing and repayment terms.

Pending Finance Committee approval, the initial resolutions for these projects will go to the City Council for projected approval at the first July Council meeting with the Council approving the most favorable bond bid at the second August Council meeting. Proceeds would then be projected to be available to the City by late September 2016. I will firm these dates up with Joe Murray of Springsted pending your review and approval. Should you have any questions on this feel free to contact me or I will be present at the Finance Committee meeting on June 14th.

Attachment: 2016BorrowingMemo (4826 : Consider Proposed 2016 Borrowing. *)

Proposed 2016 Project Borrowing List

Proposed Project	2016 Adopted Budget	2016 Proposed Borrowing	Comments
Information Management-New Telephone System	\$61,500	\$61,500	Proposed Borrowing Matches with 2016 Budget
Information Management-Virtual ServerNew Storage Area Network	23,020	23,020	Proposed Borrowing Matches with 2016 Budget
City Hall-Air Handler & Condensing Unit	140,000	140,000	Proposed Borrowing Matches with 2016 Budget
City Hall-Replace Humidifier	20,000	17,000	Proposed Borrowing Lower than 2016 Budget
City Hall-Green Roof	241,000	241,000	Proposed Borrowing Matches with 2016 Budget
Fire-Replace Rescue Engine #122	600,000	628,000	Proposed Borrowing Higher than 2016 Budget
Fire-Replace Ambulance #112	250,000	255,000	Proposed Borrowing Higher than 2016 Budget
Snow & Ice Control-Front End Loader Repair	20,000	20,000	Proposed Borrowing Matches with 2016 Budget
Parks & Public Lands-Voyageur Bathrooms	35,000	35,000	Proposed Borrowing Matches with 2016 Budget
Parks & Public Lands-Voyageur Deck Restoration	40,000	40,000	Proposed Borrowing Matches with 2016 Budget
Parks & Public Lands-Replace Optimist Playground	90,000	90,000	Proposed Borrowing Matches with 2016 Budget
Parks & Public Lands-Legion Ball Field Parking Lot	35,000	35,000	Proposed Borrowing Matches with 2016 Budget
Boat Ramps-Bomier Parking Lot Repairs	41,000	41,000	Proposed Borrowing Matches with 2016 Budget
Parks Equip/Vehicle Maint.-Replace 16 Ft Mower	72,000	69,000	Proposed Borrowing Lower than 2016 Budget
Parks Equip/Vehicle Maint.-Replace Tri-Axle Trailer	8,000	8,000	Proposed Borrowing Matches with 2016 Budget
Crackfilling/Patching	243,724	243,724	Proposed Borrowing Matches with 2016 Budget
Sidewalks	56,000	56,000	Proposed Borrowing Matches with 2016 Budget
Steet Reconstruction-Oak, Elm & Spruce	513,900	513,900	Proposed Borrowing Matches with 2016 Budget
Steet Reconstruction-Webster & Charles Upgrade	20,000	20,000	Proposed Borrowing Matches with 2016 Budget
Street Construction-Williams Street Retaining Wall	30,000	30,000	Proposed Borrowing Matches with 2016 Budget
Street Construction-James Street Step Removal	10,000	10,000	Proposed Borrowing Matches with 2016 Budget
Street Construction-Main & 8th Pavement Marking	10,000	10,000	Proposed Borrowing Matches with 2016 Budget
Street Construction-STH 32 8th Street Design	45,000	45,000	Proposed Borrowing Matches with 2016 Budget
Street Construction- STP-U Grant Participation	69,000	69,000	Proposed Borrowing Matches with 2016 Budget
Street Construction-Engineering Study Pedestrian	12,500	12,500	Proposed Borrowing Matches with 2016 Budget
Street Extension-Final Surface Course-Ballinamore & Tulig	52,500	52,500	Proposed Borrowing Matches with 2016 Budget
Non-TID Total	2,739,144	2,766,144	
TID 5 - Engineering Bridge Painting & Maintenance	25,000	25,000	Proposed Borrowing Matches with 2016 Budget
TID 6 - Drainage Swale Maintenance	55,000	0	Included in 2015 Borrowing-Escrowed in 2016
TID 6 - Southbridge Box Culvert & Repair	110,000	0	Included in 2015 Borrowing-Escrowed in 2016
TID 6 - Fortune Avenue Reconstruction	600,000	0	Included in 2015 Borrowing-Escrowed in 2016
TID 6 - Lawrence Drive Sidewalk	450,000	0	Included in 2015 Borrowing-Escrowed in 2016
TID 6 - Fortune Avenue & Venture Avenue Extension	1,374,000	0	Included in 2015 Borrowing-Escrowed in 2016
TID 6 - Richco Road Extension	554,000	0	Included in 2015 Borrowing-Escrowed in 2016
TID 6 - Lawrence Drive Pavement Repair	235,000	0	Included in 2015 Borrowing-Escrowed in 2016
TID 6 - Office Furniture in City Hall	15,000	0	Paying for item with available cash in fund
TID 7 - Water Fountain	50,000	0	Eliminated for 2016 Borrowing
TID 7 - Development Grant	0	810,000	102 N Broadway Project Not in Adopted Budget
TID 7 - Pedestrian Improvements	0	150,000	Project Not in Adopted Budget
TID 8 - Development Grant	750,000	37,500	Proposed Borrowing Lower than 2016 Budget
TID 8 - Development Grant	500,000	0	Eliminated for 2016 Borrowing
TID 9 - Development Grant	500,000	0	Eliminated for 2016 Borrowing
TID 10 - Commerce Pond & Sewer	650,000	550,000	Proposed Borrowing Lower than 2016 Budget
TID 10 - Commerce & Profit Place Street Extension	1,728,000	0	Eliminated for 2016 Borrowing
TID 10 - Development Grant	3,250,000	0	Eliminated for 2016 Borrowing
TID 10 - Development Grant	1,000,000	0	Eliminated for 2016 Borrowing
TID Total	11,846,000	1,572,500	
Water & Wastewater Utilities			

Attachment: Proposed 2016 Project Borrowing List (4826 : Consider Proposed 2016 Borrowing. *)

Remote Read Meter Replacement Program

3,000,000

3,000,000

This represents the approximate amount needed to borrow for the Meter Replacement Program. Meters Replaced over a five year program at \$600,000 per year with the costs and related borrowing split equally between the two utilities.

12.b

TOTAL BORROWING

\$17,585,144

\$7,338,644

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: June 14, 2016
DEPARTMENT: Finance Department
FROM: Joe Zegers
SUBJECT: 2015 Budget Items Carried Forward to 2016. *

ATTACHMENTS:

- NLFMEMO2015 (DOCX)
- Reso16-XX Non Lapsing Funds as Of December 2015 (DOCX)
- Non-Lapsing Funds Detail December 31, 2015 (PDF)

To: Mayor Michael J. Walsh
Lawrence Delo, City Administrator
Finance/Personnel Committee Members
From: Joe Zegers, Finance Director
RE: 2015 Budget Items Carried Forward to 2016
Date: June 9, 2016

I have attached the proposed resolution where we annually reserve a portion of our general fund balance for amounts that were budgeted in 2015 but were not spent until 2016. These are listed by department with a brief description for each item. For your information and comparative purposes, last year's carryover amount was \$106,371. This year's amount is \$80,989 which is smaller than last year due mainly to diminished amounts needed for outlay items. Feel free to contact me prior to the Finance Meeting on June 14, 2016 should you have any questions. I recommend that these items be approved for carryover to 2016

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Attachment: NLFMEMO2015 (4827 : 2015 Budget Items Carried Forward to 2016. *)

RESOLUTION #16-XX

RESOLUTION ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2015

BE IT HEREBY RESOLVED, that the Mayor and Common Council of the City of De Pere do hereby authorize that the following accounts be established as non-lapsing funds as of December 31, 2015:

<u>Account</u>	<u>Amount</u>
Administrator-City Hall Roof Study	\$7,361
Police-Community Policing	\$1,907
Police Training	\$8,589
Fire/Rescue-Act 102	\$10,616
Machinery & Equipment-Four Leg Hoist Restoration	\$4,655
Parks & Public Lands-Water Cooler Replacement Program	\$2,445
Parks & Public Lands-Bomier Boat Launch	\$14,500
Economic Development-Survey Work & City Signage	\$7,000
GIS-Seminars & Conferences	\$ 786
GIS-Arc GIS Online Initiative	\$20,480
GIS-Mobile GIS Hardware	\$2,650
TOTAL	\$ 80,989

Adopted by the Common Council of the City of De Pere, Wisconsin, this 21st day of June, 2016.

APPROVED:

 Michael J. Walsh, Mayor

ATTEST:

 Shana L. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Attachment: Reso16-XX Non Lapsing Funds as Of December 2015 (4827 : 2015 Budget Items Carried Forward to 2016. *)

City of De Pere
Non-Lapsing Funds Detail
December 31, 2015

<u>DEPARTMENT</u>	<u>ITEM</u>	<u>AMOUNT</u>	<u>COMMENTS</u>
Administrator	Sustainability funds for City Hall Roof Study	\$7,361	Unspent Sustainability Funds from 2015
Police Department	Police-Community Policing	\$1,887	This amount represents unspent donations for Crime Prevention program.
Police Department	Police-Training	\$10,690	This amounts represents unspent state grants specific for training.
Fire Department	Fire/Rescue-Act 102	\$10,616	This amounts represents unspent state Act 102 grants specific for fire department.
Machinery & Equipment	Hoist Restoration	\$4,655	Unspent Funds from 2015 to be spent in 2016
Parks and Recreation			
Parks & Public Lands	Water Cooler Replacement Program	\$2,445	Amount remaining from \$5,000 in 2014 expected to be completed in 2016.
Boat Ramps	Bomier Boat Launch Parking Lot caulking of VFW & Legion Pools	\$14,500	Project not started in 2015 but expected to be completed in 2016.
Economic Development	Economic Development-Consulting	\$7,000	Amount needed to complete Survey work and City Signage.
GIS Department	Seminars & Conferences	\$786	Project Management Course Could not be Scheduled in 2015.
GIS Department	GIS-Consulting Project	\$20,480	Unspent amount of 2015 budget carried forward for ArcGIS Online Initiative Consortium Project with Green Bay, Ashwaubenon, Oneida & Brown County.
GIS Department	GIS-Equipment	\$2,650	Unspent amount of 2015 budget carried forward for SAN hardware purchase.
	TOTAL	\$ 83,070	

Attachment: Non-Lapsing Funds Detail December 31, 2015 (4827 : 2015 Budget Items Carried Forward to 2016. *)

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

MEETING DATE: June 14, 2016

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Election of Committee Vice-Chair

Section 6-4(c), De Pere Municipal Code, provides that the Mayor shall act as the Chairperson of the Finance/Personnel Committee. That ordinance further requires the Committee to annually elect a vice-chair of the Committee.