



Finance/Personnel Committee

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Agenda

Tuesday, November 10, 2015

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 **November 10, 2015** 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 October 13, 2015 regular meeting of the Finance/Personnel Committee.
3. Approve Police Overtime Report for October 2015
4. Fire Department Overtime and EMS Billing Report for October, 2015.
5. Review Request to Modify Wash World Inc. 2013 Industrial Revenue Bonds. *
6. Request for approval of DIME upgrade MOU. *
7. Consider Donations to the Fire Department:
 - A. Consider Donation of Smoke Detectors from Professional Fire Fighters of Wisconsin.*
 - B. Consider Donation of Smoke & Carbon Monoxide Detectors from Jarden Safety Company*
 - C. Consider Donation of Smoke & Carbon Monoxide Detectors from FM Global.*
8. Public Comment and announcements.
9. Future agenda items.
10. 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
Michael Willis

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: November 10, 2015

DEPARTMENT: City Attorney

FROM: Jeni Dupont

SUBJECT: Approval of the minutes of the October 13, 2015 regular meeting of the Finance/Personnel Committee.

ATTACHMENTS:

- October 13, 2015 DRAFT Minutes (DOC)



Finance/Personnel Committee

335 South Broadway

De Pere, WI 54115

<http://www.de-pere.org>

Regular Meeting

Draft Minutes

Tuesday, October 13, 2015

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 October 13, 2015 at De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status	Arrived
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, Human Resources Director Shannon Metzler, Finance Director Joe Zegers, Parks, Recreation & Forestry Director Marty Kosobucki and Building Inspector Dave Hongisto.

- Approval of the minutes of the September 8, 2015 regular meeting of the Finance/Personnel Committee.

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

- Fire Department Overtime Report for the month of September, 2015.

Discussion followed motion regarding collection efforts. Chief Rubin explained the audit of the collection agency showed 75% of the billing sample audited had discrepancies of either under or over billing. The meeting with the EMS billing company did not provide a good explanation for the discrepancies. The current EMS billing company has not met the City's needs and the Chief is hoping to bring a recommendation to the December meeting as to where to go from here.

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

- Approval of Police Overtime September 2015

Discussion followed motion with Chief Beiderwieden explaining the increase in training overtime was due to defense and arrest tactics training. All officers are required to attend.

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

Attachment: October 13, 2015 DRAFT Minutes (4124 : Approval of minutes)

5. Consider donation of a Lucas Device to the Fire Department.*

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

6. Consider Fire Department's Request for a Part-Time Training & Safety Officer Position.*

Discussion followed motion with City Administrator Delo explaining the request includes a \$2,500 transfer from unassigned reserves to fund the position for the rest of 2015. The position is in the 2016 budget.

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

7. Police Request to Participate on Brown County Mobile Field Force (Crowd Control) Team

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

8. Proposed Change to City Ordinance for Selection of City Officers *

RESULT:	ADOPTED [4 TO 1]
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Larry Lueck, Alderperson
AYES:	Scott Crevier, Larry Lueck, Lisa Rafferty, Michael J. Walsh
NAYS:	Michael Donovan

9. Consider creating §106-4(c) De Pere Municipal Code regarding Food Trucks (request of Alderperson Raasch). *

Discussion followed motion with City Attorney Schmidt-Lehman responding to committee member questions. It was noted the red square on the maps for the west side is an error. A request was made to add the definition of ice cream truck to the ordinance.

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

10. Approve addition to wage scale to accommodate WIAA Certified Basketball officials at a rate of \$22 per game.

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

11. Consideration of Contract Extension with Robert Gerbers for Commercial Electrical Inspections. *

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

12. Consideration of Bid from Schenck SC for Sewer Utility Rate Study.*

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

13. Consideration of 2016 Health and Dental Renewal and Plan Design Changes*

Human Resources Director Metzler reviewed all recommended changes noted in the memo and responded to committee member questions. The rate increase for medical was forecasted at 12% so some plan design changes are being recommended to help lower the rate increase to 7%. Dental rates will be increasing 9% and a fully insured plan option will be offered in addition to the current dental plan. A new benefit of identity theft coverage will be offered at a rate of \$5 per employee per year.

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

14. Recommendation to Approve Changes to Compensation Policy. *

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

15. Discussion Regarding Status of 2016 Budget Development.

City Administrator Delo provided an update on the progress of the 2016 budget. The budget study session is complete and revisions currently being made. After the wheel tax is removed and short term note increased the tax rate is currently at 2.6% but will fluctuate.

RESULT:	DISCUSSED
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16. Public Comment and announcements.

None.

17. Future agenda items.

None.

18. Adjournment

Upon motion by Mayor Walsh, seconded by Alderperson Crevier, the Finance/Personnel Committee unanimously adjourned at 8:43 PM.

Respectfully submitted,
Jennifer Dupont

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: November 10, 2015

DEPARTMENT: Police

FROM: Derek Beiderwieden

SUBJECT: Approve Police Overtime Report for October 2015

Training overtime hours for October were for Firearms training for all officers.

Miscellaneous overtime hours are comprised of patrol 1.5 fraction allotments.

The Reimbursed Miscellaneous of 17.5 hours is comprised of 15 Drug Task Force investigation hours and 2.5 Citizen Academy hours.

The department has expended approximately 61% of the allotted 2015 budgeted overtime amount.

Please let me know if you have any questions.

ATTACHMENTS:

- 2013 PD OT Report Summary (PDF)
- 2014 PD OT Report Summary (PDF)
- October 2015 PD OT Report (PDF)

**DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2013**

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC**	TOTAL
OFFICER SICK RELIEF	102.00	75.00	69.75	106.50	178.00	26.25	90.00	25.50	77.25	53.25	22.50	65.25	891.25
OFFICER WORKED ON HOLIDAY	178.00	12.00	34.25	13.50	10.50	65.00	65.00	4.00	118.50	12.00	4.00	244.00	760.75
OFFICER FOR COURT	15.00	15.00	21.00	3.00	15.00	12.00	28.50	10.50	45.50	18.00	12.00	18.00	213.50
OFFICER TRAINING	10.00	62.50	36.00	75.75	221.00	63.25	111.50	3.00	77.50	175.25	156.75	14.75	1007.25
OFFICER RELIEF FOR FUNERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			27.75		27.75
OFFICER ATTEND MEETING	1.50	6.25	0.00	0.00	0.00	7.50	16.50	3.00	15.00	22.50	15.00	14.00	101.25
STAFFING LEVEL	166.50	57.75	157.50	118.50	210.00	186.00	400.75	375.25	215.75	136.50	106.50	195.75	2326.75
INVESTIGATION	50.25	54.00	51.75	27.75	123.50	59.75	87.00	51.75	105.25	41.75	54.25	58.00	765.00
HONOR GUARD FOR FUNERAL	0.00	0.00	0.00	0.00	0.00	0.00	0.00						0.00
SCHOOL LIAISON REIMBURSED	26.25	74.25	40.50	22.50	47.00	25.50	0.00	18.75	58.50	48.00	18.00	33.00	412.25
COMMUNITY RELATIONS	0.00	0.00	0.00	0.00	0.00	0.00	0.00						0.00
SPECIAL ASSIGNMENT	0.00	0.00	0.00	0.00	0.00	0.00	0.00						0.00
SPECIAL ASSIGNMENT REIMBURSED	0.00	15.25	0.00	10.50	9.00	299.75	6.00	20.25	15.75	11.50		69.50	457.50
MISCELLANEOUS	41.25	23.00	87.00	21.75	16.00	29.25	31.75	39.75	30.75	25.50	25.25	36.75	408.00
MISCELLANEOUS REIMBURSED	156.00	98.25	113.25	117.25	183.75	168.00	68.25	67.50	55.50	94.50	72.75	105.75	1300.75
Gross OFFICER OVERTIME	746.75	493.25	611.00	517.00	1013.75	942.25	905.25	619.25	815.25	638.75	514.75	854.75	8672.00
SUBTOTAL REIMBURSED OVERTIME	(182.25)	(187.75)	(153.75)	(150.25)	(239.75)	(493.25)	(74.25)	(106.50)	(129.75)	(154.00)	(90.75)	(208.25)	(2170.50)
NET OFFICER OVERTIME	564.50	305.50	457.25	366.75	774.00	449.00	831.00	512.75	685.50	484.75	424.00	646.50	6501.50
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: \$130,000.00
Expenditures through 09/27/2013 \$167,529.00
Percent of Total Budget: 128.87%

NOTES:

* Period 12/22/2012 - 02/01/2013
**Period 2/2/2013 - 3/1/2013
***Period 3/2/2013 - 3/29/2013

+Period 3/30/2013 - 4/26/2013
++Period 4/27/2013 - 5/24/2013
^Period 5/25/2013 - 6/21/2013

#Period 6/22/2013 - 8/2/2013
##Period 8/3/2013 - 8/30/2013
^^Period 8/31/2013 - 9/27/2013

^^^Period 9/28/2013 - 10/25/2013
*+Period 10/26/2013 - 11/22/2013
**+Period 11/23/2013 - 1/3/2014

**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)

**DE PERE POLICE DEPARTMENT
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			451.50
OFFICER WORKED ON HOLIDAY	8.00	18.00	4.00	26.00	12.00	97.50	63.00	13.00	129.25	14.00			384.75
OFFICER FOR COURT	14.00	22.00	18.50	8.00	6.00	16.00	12.00	10.00	11.00	12.00			129.50
OFFICER TRAINING	19.00	144.50	132.50	73.75	78.00	54.50	17.00	65.50	179.50	97.50			861.75
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			91.50
STAFFING LEVEL	45.00	47.50	49.50	67.00	103.00	105.00	112.00	102.25	98.00	59.00			788.25
INVESTIGATION	20.25	78.00	43.25	34.50	35.00	48.00	49.00	25.00	26.00	26.00			385.00
HONOR GUARD FOR FUNERAL				22.00	8.00	2.00				3.00			35.00
SCHOOL LIAISON REIMBURSED	17.00	35.00	19.00	21.50	8.50	21.50		14.00	30.50	38.50			205.50
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				240.50
MISCELLANEOUS	6.00	14.25	7.75	8.75	35.00	18.50	9.75	8.75	53.25	6.25			168.25
MISCELLANEOUS REIMBURSED	59.50	33.50	24.00	39.00	20.50	28.50	33.25	30.00	44.00	15.00			327.25
Gross OFFICER OVERTIME	233.75	480.25	379.50	378.00	387.00	609.00	329.00	361.50	633.00	338.75	0.00	0.00	4129.75
SUBTOTAL REIMBURSED OVERTIME	(76.50)	(78.50)	(43.00)	(71.00)	(55.00)	(228.00)	(39.25)	(44.00)	(84.50)	(53.50)	0.00	0.00	(773.25)
NET OFFICER OVERTIME	157.25	401.75	336.50	307.00	332.00	381.00	289.75	317.50	548.50	285.25	0.00	0.00	3356.50
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 10/23/2015 \$91,938.66

Percent of Total Budget: 61.29%

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

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

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

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

*+*Period

City of De Pere, Wisconsin



Request For Finance/Personnel Committee Action

MEETING DATE: November 10, 2015

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Fire Department Overtime and EMS Billing Report for October, 2015.

ATTACHMENTS:

- OCT 2015 FIRE OT REPORT (PDF)

DE PERE FIRE RESCUE
OVERTIME BREAKDOWN BY REASON
FOR THE YEAR OF 2014

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	73.5	147	98.75	48	112.5	85.25	59.75	39	83	56.25	143	48	994
EMS TRAINING	70.5	83	81	53.5	35.5	3	12	18.5	12	168.25	76.5	67.5	681.2
FIRE TRAINING	11	5.5	6	48.75	0	8	2.25	0	0	35.25	46	216.75	379.
RESCUE CALLS	15.5	17	3.5	8.5	15.5	0	11.25	1	5.25	16	22.5	5.5	121.
FIRE CALLS	0	0	0	0	0	0	5.25	0	0	39.75	19	0	64
MEETINGS	15	16.5	18	26.25	21	11.25	15	20.25	18.5	21.25	27.25	36.75	247
STAFFING REP.	0	41.25	3	0	6.75	51	288	45.75	17	40.5	219.75	108	821
MAINTENANCE	0	3.5	0	0	31	23	0	24	29.5	0	0	0	111
PUB. ED.	0	0	5.25	0	0	3	0	0	18.75	12.75	71.75	12	123.
SPECIAL EVENTS	0	20	0	21	36	119.5	0	21	7.5	0	0	0	225
# FIRE RUNS	30	31	22	25	30	25	27	27	27	41	27	167	479
# of EMS RUNS	147	145	136	139	160	174	142	161	154	164	144	30	1690
DISPATCH ERRORS	6	1	3	3	9	1	4	1	5	0	1	2	36
TOTAL HRS.	185.5	333.75	215.5	206	258.25	304	393.5	169.5	191.5	390	625.75	661.5	3767.

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	87	165	154.25	177	112.25	110.25	62.5	242.25	57.75			1288.
EMS TRAINING	63	301.5	91	89.5	59	12	4.75	4.5	78	52			755.2
FIRE TRAINING	0	6.75	30.75	0	16.5	147.75	57	39.75	14.5	41			354
RESCUE CALLS	11.5	8.5	23.25	7	14.25	11	13.75	2	7.75	9.25			108.2
FIRE CALLS	0	0	3.75	0.75	0	0	0.75	0	0	0.75			6
MEETINGS	141.5	132.75	65.5	90.5	56	56.5	147	20.75	12.5	46			769
STAFFING REP.	216	43.5	65.25	36	105.5	72.5	118.25	276	85.5	55.5			1074
MAINTENANCE	4.5	1	5.25	3	16.5	0	0	0	0	12			42.2
PUB. ED.	0	19.25	37.5	14	24.5	38.25	14.25	3.5	7	64.5			222.7
SPECIAL EVENTS	0	0	0	0	0	168.5	101	0	97.25	0			366.7
# FIRE RUNS	28	25	14	28	22	32	37	30	25	25			266
# of EMS RUNS	170	156	184	165	173	197	138	161	166	142			1655
DISPATCH ERRORS	4	0	5	5	6	7	5	12	10	5			59
TOTAL HRS.	556.5	600.25	487.25	395	469.25	618.75	567	409	544.75	338.75	0	0	4986

Special Events included in Overtime

Total Overtime Budget \$80,000 Expenditures through October 23, 2015 \$83,011 104%

Attachment: OCT 2015 FIRE OT REPORT (4114 : Fire Department Overtime and EMS Billing Report for October, 2015.)

Incident Type Report (Summary)
From 01/01/15 To 10/31/15
Report Printed On: 11/02/2015

Incident Type	Count	% of Incidents	Est. Property Loss	Est. Content Loss	Total Est. Loss	% of Losses
1 Fire						
Fire, other (100)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Building fire (111)	14	0.71%	\$231,500.00	\$312,000.00	\$543,500.00	88.72%
Fires in structure other than in a building (112)	1	0.05%	\$2,000.00	\$10,000.00	\$12,000.00	1.96%
Cooking fire, confined to container (113)	3	0.15%	\$0.00	\$0.00	\$0.00	0.00%
Chimney or flue fire, confined to chimney or flue (114)	2	0.10%	\$0.00	\$0.00	\$0.00	0.00%
Trash or rubbish fire, contained (118)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Road freight or transport vehicle fire (132)	1	0.05%	\$5,000.00	\$0.00	\$5,000.00	0.82%
Natural vegetation fire, other (140)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Forest, woods or wildland fire (141)	2	0.10%	\$0.00	\$0.00	\$0.00	0.00%
Brush or brush-and-grass mixture fire (142)	2	0.10%	\$0.00	\$0.00	\$0.00	0.00%
Outside rubbish fire, other (150)	2	0.10%	\$0.00	\$200.00	\$200.00	0.03%
Outside rubbish, trash or waste fire (151)	2	0.10%	\$0.00	\$0.00	\$0.00	0.00%
Special outside fire, other (160)	2	0.10%	\$100.00	\$30.00	\$130.00	0.02%
Outside storage fire (161)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
	35	1.76%	\$238,600.00	\$322,230.00	\$560,830.00	91.55%
2 Overpressure Rupture, Explosion, Overheat(no fire)						
Overpressure rupture, explosion, overheat other (200)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Excessive heat, scorch burns with no ignition (251)	4	0.20%	\$300.00	\$0.00	\$300.00	0.05%
	5	0.25%	\$300.00	\$0.00	\$300.00	0.05%
3 Rescue & Emergency Medical Service Incident						
Rescue, EMS incident, other (300)	9	0.46%	\$0.00	\$0.00	\$0.00	0.00%
Medical assist, assist EMS crew (311)	3	0.15%	\$0.00	\$0.00	\$0.00	0.00%
Emergency medical service, other (320)	20	1.01%	\$0.00	\$0.00	\$0.00	0.00%
EMS call, excluding vehicle accident with injury (321)	1495	75.58%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with injuries (322)	58	2.93%	\$0.00	\$0.00	\$0.00	0.00%
Motor vehicle accident with no injuries (324)	9	0.46%	\$0.00	\$0.00	\$0.00	0.00%
Extrication of victim(s) from vehicle (352)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Water & ice-related rescue, other (360)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Swimming/recreational water areas rescue (361)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Watercraft rescue (365)	2	0.10%	\$0.00	\$0.00	\$0.00	0.00%
	1599	80.84%	\$0.00	\$0.00	\$0.00	0.00%
4 Hazardous Condition (No Fire)						
Hazardous condition, other (400)	3	0.15%	\$0.00	\$0.00	\$0.00	0.00%
Combustible/flammable gas/liquid condition, other (410)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Gasoline or other flammable liquid spill (411)	4	0.20%	\$0.00	\$0.00	\$0.00	0.00%
Gas leak (natural gas or LPG) (412)	7	0.35%	\$0.00	\$0.00	\$0.00	0.00%
Toxic condition, other (420)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide incident (424)	8	0.40%	\$0.00	\$0.00	\$0.00	0.00%
Electrical wiring/equipment problem, other (440)	3	0.15%	\$0.00	\$0.00	\$0.00	0.00%
Overheated motor (442)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Power line down (444)	10	0.51%	\$0.00	\$0.00	\$0.00	0.00%
Arcing, shorted electrical equipment (445)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Building or structure weakened or collapsed (461)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
	40	2.01%	\$0.00	\$0.00	\$0.00	0.00%
5 Service Call						
Service Call, other (500)	10	0.51%	\$1,500.00	\$10,000.00	\$11,500.00	1.88%
Person in distress, other (510)	3	0.15%	\$0.00	\$0.00	\$0.00	0.00%
Lock-out (511)	7	0.35%	\$0.00	\$0.00	\$0.00	0.00%
Water problem, other (520)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Water or steam leak (522)	1	0.05%	\$0.00	\$40,000.00	\$40,000.00	6.53%
Smoke or odor removal (531)	6	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Animal rescue (542)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Public service assistance, other (550)	3	0.15%	\$0.00	\$0.00	\$0.00	0.00%
Assist police or other governmental agency (551)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Assist invalid (554)	54	2.73%	\$0.00	\$0.00	\$0.00	0.00%
Unauthorized burning (561)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
	88	4.44%	\$1,500.00	\$50,000.00	\$51,500.00	8.41%
6 Good Intent Call						
Good intent call, other (600)	6	0.30%	\$0.00	\$0.00	\$0.00	0.00%
Dispatched and cancelled en route (611)	51	2.58%	\$0.00	\$0.00	\$0.00	0.00%
Wrong location (621)	47	2.38%	\$0.00	\$0.00	\$0.00	0.00%
No incident found on arrival at dispatch address (622)	2	0.10%	\$0.00	\$0.00	\$0.00	0.00%
Authorized controlled burning (631)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Smoke scare, odor of smoke (651)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Smoke from barbecue, tar kettle (653)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
HazMat release investigation w/no HazMat (671)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
	110	5.56%	\$0.00	\$0.00	\$0.00	0.00%
7 False Alarm & False Call						
False alarm or false call, other (700)	15	0.76%	\$0.00	\$0.00	\$0.00	0.00%
Malicious, mischievous false call, other (710)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Municipal alarm system, malicious false alarm (711)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%

Attachment: OCT 2015 FIRE OT REPORT (4114 : Fire Department Overtime and EMS Billing Report for October, 2015.)

System malfunction, other (730)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Sprinkler activation due to malfunction (731)	1	0.05%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation due to malfunction (733)	7	0.35%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system sounded due to malfunction (735)	11	0.56%	\$0.00	\$0.00	\$0.00	0.00%
CO detector activation due to malfunction (736)	16	0.81%	\$0.00	\$0.00	\$0.00	0.00%
Unintentional transmission of alarm, other (740)	7	0.35%	\$0.00	\$0.00	\$0.00	0.00%
Sprinkler activation, no fire - unintentional (741)	4	0.20%	\$0.00	\$0.00	\$0.00	0.00%
Smoke detector activation, no fire - unintentional (743)	7	0.35%	\$0.00	\$0.00	\$0.00	0.00%
Detector activation, no fire - unintentional (744)	7	0.35%	\$0.00	\$0.00	\$0.00	0.00%
Alarm system activation, no fire - unintentional (745)	19	0.96%	\$0.00	\$0.00	\$0.00	0.00%
Carbon monoxide detector activation, no CO (746)	2	0.10%	\$0.00	\$0.00	\$0.00	0.00%
9 Special Incident Type	99	4.99%	\$0.00	\$0.00	\$0.00	0.00%
Special type of incident, other (900)	2	0.10%	\$0.00	\$0.00	\$0.00	0.00%
	2	0.10%	\$0.00	\$0.00	\$0.00	0.00%
Total Incident Count:	1978			Total Est. Loss:	\$612,630.00	

**DE PERE FIRE RESCUE
MUTUAL AID REPORT
OCTOBER, 2015**

MUTUAL AID GIVEN

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
1822	LAWRENCE	FIRE
1862	ASHWAUBENON	FIRE
1870	ASHWAUBENON	EMS
1897	COUNTY RESCUE	EMS
1957	ASHWAUBENON	EMS

MUTUAL AID RECEIVED

<u>RUN #</u>	<u>AGENCY</u>	<u>TYPE OF CALL</u>
1833	GREEN BAY	EMS
1875	ASHWAUBENON	EMS
1877	GREEN BAY	EMS
1926	ASHWAUBENON	EMS
1972	GREEN BAY	EMS

OCTOBER, 2015

*OVERTIME CAUSED BY SICK LEAVE

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
9/29/15	5	7.5
10/12/15	20	30
TOTAL	25	37.5

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

EMS BILLING MONTHLY BILLING FIGURES

	JAN. '15	FEB. '15	MAR. '15	APR. '15	MAY '15	JUNE '15
CHARGES	105,520	49,779	54,831	218,747	115,506	92,784
PAYMENTS	66,188	54,929	51,556	41,264	79,674	75,580
ADJUSTMENTS	40,252	20,631	26,791	72,784	45,705	39,287
WRITE OFFS	15	226	10	11,364	10,698	8,639

	JULY '15	AUG. '15	SEPT. '15	OCT. '15	NOV. '15	DEC. '15
CHARGES	102,555	126,620	101,910			
PAYMENTS	69,051	65,019	55,994			
ADJUSTMENTS	41,554	43,732	36,416			
WRITE OFFS	17,084	5,584	7,931			

Payments to EMS	
Jan. 2015	4,786
Feb. 2015	4,054
March 2015	3,863
April 2015	3,013
May 2015	6,411
June 2015	5,940
July 2015	5,750
Aug. 2015	4,742
Sept. 2015	4,145
Oct. 2015	
Nov. 2015	
Dec. 2015	
Total Paid	\$42,705

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

MEETING DATE: November 10, 2015

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Review Request to Modify Wash World Inc. 2013 Industrial Revenue Bonds. *

ATTACHMENTS:

- Mayor & F-P - Washworld IRB amendment-11-4-15-138-003-12 (DOCX)
- Request to Amend IRB (PDF)
- Resolution (PDF)
- IRB Amendment (PDF)

CITY OF DE PERE

MEMO

To: Michael J. Walsh, Mayor
 Members of the Finance/Personnel Committee
 From: Judith Schmidt-Lehman, City Attorney
 RE: Industrial Revenue Bond Modification Request of Washworld, Inc.
 Date: November 4, 2015

The City received a request to approve amending terms of the 2103 Washworld, Inc. Industrial Revenue Bonds (IRBs) issued by the City. According to the request, the changes to the bonds include:

1. Extension of the fixed rate of 3% for an additional 3 years;
2. Fix the prepayment consideration at 2% and have it applicable only in the case of a refinancing with another financial institution; and
3. Change the method of computing the interest rate to actual days over a 360 day year.

As you will recall, the City is authorized under Wis. Stats. §66.1103 to issue IRBs to construct, equip, reconstruct, improve, maintain, repair, enlarge or remodel industrial projects; to enter into revenue producing agreements for same in order to promote the right to gainful employment, business opportunities and general welfare of its inhabitants; and to preserve and finance costs related to such industrial projects. When it issues IRBs, a Financing Agreement is entered into between the City, the developer and a financial institution under which the City issues bonds purchased by the financial institution, and lends the money to the developer for the project. The developer is obligated under the financing agreement to repay the bonds out of the revenues derived from the project financed by the bonds. The bonds are limited obligations of the City, with payment of principal and interest on the bonds payable solely by Developer out of the revenues derived from the project financed by the bonds. IRBs are also not a charge against the City's general credit or taxing powers.

None of these changes will affect the City in any way, but they will benefit Washworld, Inc. and its repayment obligations under the bonds.

If the Committee recommends moving forward with the Amendment, the Resolution authorizing the modifications will go to the Common Council on November 17, 2015.

If there are questions regarding this matter, please feel free to call me at 339-4042. Otherwise, I look forward to discussing this issue with you at the Committee meeting November 10, 2015.

c: Lawrence A. Delo, City Administrator
 Kim Flom, Economic Development and Planning Director
 Shana Defnet Ledvina, Clerk-Treasurer
 Alderpersons Boyd, Kneiszel, Raasch and Bauer

H:\jdupont\Memos\2015\Mayor & FP - Washworld IRB amendment-11-4-15-138-003-12.docx

Attachment: Mayor & F-P - Washworld IRB amendment-11-4-15-138-003-12 (4127 : Review Request to Modify Wash World 2013 Industrial

Judy Schmidt-Lehman

From: Michael D. Willis <mdwillis@nslawfirm.com>
Sent: Tuesday, November 3, 2015 3:31 PM
To: Judy Schmidt-Lehman; Shana Defnet
Cc: 'Sue Pankratz'; 'Joel Steber'
Subject: Modifications to Wash World IRB
Attachments: City of De Pere Resolution.docx; First Amendment Agreement.doc

Judy & Shana,

Attached is a resolution we would like to have placed on the agenda for the De Pere Common Council meeting scheduled for Tuesday, November 17, 2015. The purpose of the Resolution is to approve the First Amendment to Terms of Bonds, which is also attached. The changes to the Bonds include:

1. Extension of the fixed rate of 3% for an additional 3 years
2. Fix the prepayment consideration at 2% and have it applicable only in the case of a refinancing with another financial institution
3. Change the method of computing the interest rate to actual days over a 360 day year.

Please review the attached documents and get back to me with any questions.

Neither wash World nor the Bank has had an opportunity to review these documents before this e-mail, so they may have additional comments as well.

I did want to get them out ASAP as I will be out of the office until Tuesday, November 10. I will, however, have access to e-mail so I can work on any necessary changes.

In addition to the attached, I will prepare the IRS form 8038 that will need to be filed and will have that to you before the meeting.

Michael D. Willis
 Nelson & Schmeling
 P.O. Box 22130
 Green Bay, WI 54305-2130

Street Delivery:
 100 S. Washington Street
 Green Bay, WI 54301

Phone (920) 432-1400
 Fax (920) 432-1460

RESOLUTION AUTHORIZING AMENDMENTS TO

\$2,450,000
City of De Pere, Brown County, Wisconsin
Industrial Development Revenue Bond
(Wash World Inc. Project)
Series 2013 Bonds
(the “Bonds”)

WHEREAS, the City of De Pere, Brown County Wisconsin (the “City” or the “Issuer”) issued its \$2,450,000 City of De Pere, Brown County, Wisconsin Industrial Development Revenue Bonds (Wash World, Inc. Project) Series 2013 Bonds (the “Bonds”) on January 14, 2013; and

WHEREAS the proceeds of the Bonds were loaned to Washworld of DePere LLC (the “Eligible Participant”) which used such proceeds to acquire, construct, improve and/or equip a manufacturing facility leased to Wash World, Inc. in connection with its manufacturing operations including the manufacturing of vehicle wash systems; and

WHEREAS pursuant to Wis. Stat. 66.1103(3)(g) the City is permitted, whenever it deems it necessary or desirable in fulfillment of the purposes of any industrial development revenue bonds, to consent to modifications of interest rates paid on such bonds, a time of payment of any instalment of principal or interest or any other term of the revenue agreement, indenture or bonds; and

WHEREAS the current principal balance outstanding on the Note and the Bonds is \$1,549,359.93; and

WHEREAS the Eligible Participant has entered into negotiations with Bank First National, the holder of 100% of the issued and outstanding Bonds, to modify certain terms and conditions of the Mortgage, Loan and Revenue Agreement including the extension of the fixed rate period of the Bonds, the method of computing interest on the Note issued in connection with the issuance of the Bonds and the Bonds themselves, and a modification of the prepayment consideration payable in the event of a prepayment of the principal amount outstanding on the Note and Bonds (as defined in the Mortgage, Loan and Revenue Agreement); and

WHEREAS the holders of 100% of the issued and outstanding Bonds, and the Servicer under the Indenture executed in connection with the issuance of the Bonds, as well as the corporate and personal guarantors of the Bonds have agreed to the modifications of the terms of the Mortgage, Loan and Revenue Agreement, the Note and the Bonds and other documents executed in connection with the issuance of the Bonds, as described above, and as set forth in the First Amendment to Terms of Bonds which has been submitted for review to the City Attorney; and

WHEREAS the Eligible Participant has requested that the City of De Pere agree to the First Amendment to Terms of Bonds;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN THAT:

1. Determination. The amendments to the terms of the bonds as set forth in the First Amendment to Terms of Bonds, as requested by the Eligible Participant and Wash World, Inc. are hereby found, based on representations made by the Eligible Participant and the owner of 100% of the issued and outstanding Bonds, to be necessary and desirable in fulfillment of the purposes of the Bonds.

2. Amendment. The First Amendment to Terms of Bonds, in substantially the form presented to the City Attorney, is hereby approved. Subject to such changes or revisions therein as Nelson & Schmeling as Bond Counsel ("Bond Counsel") or the City Attorney may approve, the Mayor and the Clerk, or any of their authorized deputies, if necessary, are authorized on behalf of the Issuer to execute and deliver the First Amendment to Terms of Bonds with such revisions, changes, or deletions as may be approved by the signatories thereto, which approval shall be conclusively proved by their execution of such document. Said Mayor and Clerk and their authorized deputies and other officials of the Issuer are hereby authorized to prepare or to have prepared and to execute, file and deliver, as appropriate, all such documents, financing statements, opinions, certificates, affidavits, and closing or post-closing as may be necessary to enter into said agreement and accomplish the purposes thereof.

3. LIMITATION ON LIABILITY OF ISSUER. THE BONDS, AFTER THE EXECUTION OF THE FIRST AMENDMENT TO TERMS OF BONDS, SHALL CONTINUE TO NOT BE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS, BUT SHALL BE PAYABLE SOLELY FROM THE PAYMENTS AND OTHER REVENUES THAT MAY BE AVAILABLE THEREFOR FROM THE RESPECTIVE LOAN AGREEMENT AND NOTE EXECUTED IN CONNECTION WITH THE ORIGINAL ISSUANCE OF THE BONDS, AND AS THEY ARE AMENDED PURSUANT TO

THE FIRST AMENDMENT TO TERMS OF BONDS OR IN THE EVENT OF DEFAULT THEREON AS OTHERWISE PROVIDED HEREIN OR PERMITTED BY LAW.

No covenant, stipulation, obligation, or agreement herein contained or contained in the Bonds or the First Amendment to Terms of Bonds shall be deemed to be a covenant, stipulation, obligation, or agreement of any officer, agent or employee of the Issuer or of this Common Council in his or her individual capacity and neither the members of this Common Council nor any officer executing the Bonds or the amendments thereto shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof.

Adopted _____, 2015

Michael J. Walsh, Mayor

Approved _____, 2015

Shana L. Defnet, City Clerk-
Treasurer

FIRST AMENDMENT TO TERMS OF BONDS

Agreement made as of November __, 2015, by and among Washworld of DePere LLC, a Wisconsin limited liability company, (the "Eligible Participant"), the City of De Pere, Wisconsin (the "Issuer"), Bank First National, Green Bay, Wisconsin, in its capacity both as Bondholder ("Bondholder"), and as the Servicer ("Servicer"), Wash World Inc., a Wisconsin corporation, (the "Corporate Guarantor") and Peter T. Jensen and David C. Stock, (the "Personal Guarantors")

WHEREAS, the Issuer issued its \$2,450,000 City of De Pere, Brown County, Wisconsin Industrial Development Revenue Bond (Wash World Inc. Project) Series 2013 Bonds (the "Bonds") on January 14, 2013; and

WHEREAS the proceeds of the Bonds were loaned to the Eligible Participant to finance the Project, as defined in the Mortgage, Loan and Revenue Agreement executed in connection with the issuance of the Bonds; and

WHEREAS the Bonds, and the Note given in connection with the issuance of the Bonds, are secured by a Mortgage, Loan and Revenue Agreement with respect to certain property owned by the Eligible Participant, including the Real Property described on Exhibit A attached hereto and made a part hereof, which Mortgage, Loan and Revenue Agreement has been recorded with the Register of Deeds for Brown County, Wisconsin, by a personal guaranty from the Personal Guarantors, and by a corporate guaranty from the Corporate Guarantor, which corporate guaranty is secured pursuant to the terms of a General Business Security Agreement granted by the Corporate Guarantor dated as of January 1, 2013; and

WHEREAS the Bondholder is the current owner of 100% of the issued and outstanding Bonds; and

WHEREAS the Servicer continues to serve as the Servicer under the Indenture under which the Bonds were issued; and

WHEREAS the current principal balance outstanding on the Note and the Bonds is \$1,549,359.93; and

WHEREAS the parties hereto desire to consent to certain modifications of the terms of the Mortgage, Loan and Revenue Agreement and the Note granted in connection with the issuance of the Bonds under the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, it is agreed as follows:

1. Effective November ___, 2015 Schedule A to the Note and the Bond shall be replaced with the First Revised Schedule A attached hereto and made a part hereof.
2. Effective November ___, 2015 Section 5.2 of the Mortgage, loan and Revenue Agreement shall be amended to read as provided on Exhibit B attached hereto and made a part hereof.
3. The real property described on Exhibit A shall continue to secure the payment of the Note and Bonds, and all other obligations of the Eligible Participant under the Mortgage, Loan and Revenue Agreement.
4. Except as specifically modified herein, all other terms and conditions of the Mortgage, Loan and Revenue Agreement, Indenture, as well as all other certificates and other documents executed in connection with the original issuance of the Bonds, shall remain in full force and effect in accordance with their terms. The Eligible Participant, the Corporate Guarantor, and the Personal Guarantors agree to execute any documents necessary to reflect the amendments described herein, including any documents necessary to maintain the priority of the mortgage on the real property included in the Project.
5. This Agreement shall be recorded with the Brown County Register of Deeds to evidence the continued lien on the property described in Exhibit A attached hereto and made a part hereof.

6. The Eligible Participant represents and warrants that as of the date hereof they are in full compliance with all terms and conditions of the Mortgage, Loan and Revenue Agreement executed in connection with the Bonds.
7. The Corporate Guarantor and the Personal Guarantors hereby reaffirm their respective guarantees and agree and consent that such guarantees shall remain in full force and effect notwithstanding the modifications made to the terms of the Bonds as set forth herein.
8. LIMITATION ON LIABILITY OF ISSUER.THE BONDS, AFTER THE EXECUTION OF THIS FIRST AMENDMENT TO TERMS OF BONDS, SHALL CONTINUE TO NOT BE A GENERAL OBLIGATION OR INDEBTEDNESS OF THE ISSUER WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NOT CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR A CHARGE AGAINST ITS GENERAL CREDIT OR TAXING POWERS, BUT SHALL BE PAYABLE SOLELY FROM THE PAYMENTS AND OTHER REVENUES THAT MAY BE AVAILABLE THEREFOR FROM THE RESPECTIVE MORTGAGE, LOAN AND REVENUE AGREEMENT AND NOTE EXECUTED IN CONNECTION WITH THE ORIGINAL ISSUANCE OF THE BONDS, AND AS THEY ARE AMENDED PURSUANT TO THIS AGREEMENT OR IN THE EVENT OF DEFAULT THEREON AS OTHERWISE PROVIDED THEREIN OR PERMITTED BY LAW.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of November __, 2015.

WASHWORLD OF DEPERE LLC
The “Eligible Participant”

By: _____
Peter T. Jensen, Member

By: _____
David C. Stock, Member

CITY OF DE PERE
The “Issuer”

By: _____
Michael J. Walsh, Mayor

Attest:

By: _____
Shana L. Defnet, City Clerk-Treasurer

BANK FIRST NATIONAL
As Bondholder and as Servicer in
connection with the Bonds

By: _____
Joel Steber, Vice President, Business
Banking

WASH WORLD, INC.
The "Corporate Guarantor"

By: _____
Peter T. Jensen, President

By: _____
David C. Stock, Vice-President

PERSONAL GUARANTORS

Peter T. Jensen

David C. Stock

Signatures of Peter T. Jensen and David C. Stock, Members of Washworld of DePere LLC, Peter T. Jensen, President and David C. Stock, Vice-President, of Wash World, Inc., Michael J. Walsh, Mayor, and Shana L. Defnet, City Clerk-Treasurer, of the City of De Pere, Wisconsin, Joel Steber, Vice-President Business Banking of Bank First National, and Peter T. Jensen and David C. Stock, as Personal Guarantors, authenticated this ____ day of November, 2015.

Michael D. Willis
Member, State Bar of Wisconsin

This Instrument was drafted by:

Michael D. Willis
Nelson & Schmeling
130 E. Walnut Street
P.O. Box 22130
Green Bay, WI 54305-2130
(920) 432-1400

First Revised
Schedule A

Interest

Interest shall be paid monthly, in arrears, for each calendar month on or before the first day of the month following the month for which the interest accrued. Interest shall be calculated based on the actual number of days elapsed using a 360 day year.

The interest due shall be computed by applying the rate to the weighted average principal amount outstanding on the Note and Bonds during the month, after taking into consideration the amounts drawn by the Eligible Participant from the Project Fund under the Mortgage, Loan and Revenue Agreement and any principal repayments made on the Note and Bonds

The interest rate for the period commencing on the closing date and extending through the date immediately prior to the first reset date shall be 3.00% per annum. The first reset date shall be January 1, 2021.

Effective with the first reset date, the Eligible Participant shall have the option to select an interest rate that shall be effective through the date immediately prior to the second reset date, from the following options:

- A) A variable rate (the “Variable Rate”) equal to:

$$[(\text{Prime} + \text{Credit Spread}) \times \text{Tax-Exempt Multiplier}]$$

- B) A fixed rate for 3 years (the “3 Year Fixed Rate”) equal to:

$$[(\text{Prime} + \text{Credit Spread}) \times \text{Tax-Exempt Multiplier}]$$

- C) A fixed rate for 5 years (the “5 Year Fixed Rate”) equal to:

$$[(\text{Prime} + \text{Credit Spread}) \times \text{Tax-Exempt Multiplier}]$$

- D) A fixed rate for 7 years (the “7 Year Fixed Rate”) equal to:

$$[(\text{Prime} + \text{Credit Spread}) \times \text{Tax-Exempt Multiplier}]$$

The rate chosen shall be effective from the first reset date through the expiration of the first reset period, which shall be one year in the case option A is selected, 3 years in the event option B is selected, 5 years in the event option C is selected and 7 years in the event option D is selected.

At the expiration of each reset period, the Eligible Participant shall have the option to make another selection from the above interest rate options for a subsequent reset period. The Eligible Participant shall continue to have the options after the expiration of each reset period until the bonds have been fully paid or retired. The Eligible Participant shall signify its choice of each interest rate option, in writing, to the Servicer at least 60 days prior to the commencement of the reset period to which such choice shall be applicable. If no choice is signified by the Eligible Participant prior to 60 days before the expiration of a reset period, the Eligible Participant shall be deemed to have selected option A for the ensuing reset period.

If the Variable Rate is chosen by the Eligible Participant, it shall be recomputed monthly, as of the first day of each calendar month during the reset period, which rate shall be applicable for the balance of that month.

“Prime” shall be the prime rate of interest announced in the Wall Street Journal, Midwest edition, as of the first business day of each month for which the interest accrued. In the event the interest rate is announced as a range, the midpoint of the range shall be deemed to be “Prime” for the succeeding month.

“Credit Spread” means the Credit Spread determined by the original purchaser (the “Purchaser”) of the bonds as the difference between such Purchaser’s cost of funds and targeted rate of return on loans for similarly situated borrowers as the Eligible Participant, and based on the interest rate option chosen by the Eligible Participant, based on the Purchaser’s then-current underwriting standards, and with credit committee oversight, including, without limitation, factors such as the current credit profile, market conditions and current and historical operating performance and which Credit Spread in the opinion of Bond Counsel will not adversely affect any exemption from federal income taxation to which the Bonds would otherwise be entitled.

“Tax-Exempt Multiplier” means the tax-exempt multiplier determined from time to time by the Purchaser as shown on its internal pricing sheets for tax-exempt interest rates which are not “qualified tax-exempt obligations” under Section 265 of the Internal Revenue Code of 1986, as amended.

In the event that the interest payable on the Bonds issued under the Indenture is found to be subject to Federal income tax in the hands of a holder other than a holder who is a substantial user or related party pursuant to the provisions of Section 147(a) of the Internal Revenue Code of 1986, as amended, the interest rate payable under the Note and Bonds shall be adjusted to the rate provided in the Mortgage, Loan and Revenue Agreement.

Principal

Principal and Interest payments shall be due and payable in accordance with the following schedule. In the event less than \$2,450,000 has been drawn from the Project Fund at the earlier of the time the Completion Certificate described in Section 3.4 of the Mortgage, Loan and Revenue Agreement is provided, or is required to be provided, the principal and interest payments shall be modified to that portion of \$2,450,000 as the final amount of the Bonds bears to \$2,450,000.

Date	Interest	Principal	Balance After Payment
			\$2,450,000.00
9/1/2013	6,125.00	\$7,805.07	\$2,442,194.93
10/1/2013	6,105.49	\$7,824.58	\$2,434,370.35
11/1/2013	6,085.93	\$7,844.14	\$2,426,526.21
12/1/2013	6,066.32	\$7,863.75	\$2,418,662.46
1/1/2014	6,046.66	\$7,883.41	\$2,410,779.05
2/1/2014	6,026.95	\$7,903.12	\$2,402,875.93
3/1/2014	6,007.19	\$7,922.88	\$2,394,953.05

4/1/2014	5,987.38	\$7,942.69	\$2,387,010.36
5/1/2014	5,967.53	\$7,962.54	\$2,379,047.82
6/1/2014	5,947.62	\$7,982.45	\$2,371,065.37
7/1/2014	5,927.66	\$8,002.41	\$2,363,062.96
8/1/2014	5,907.66	\$8,022.41	\$2,355,040.55
9/1/2014	5,887.60	\$8,042.47	\$2,346,998.08
10/1/2014	5,867.50	\$8,062.57	\$2,338,935.51
11/1/2014	5,847.34	\$8,082.73	\$2,330,852.78
12/1/2014	5,827.13	\$8,102.94	\$2,322,749.84

1/1/2015	5,806.87	\$8,123.20	\$2,314,626.64
2/1/2015	5,786.57	\$8,143.50	\$2,306,483.14
3/1/2015	5,766.21	\$8,163.86	\$2,298,319.28
4/1/2015	5,745.80	\$8,184.27	\$2,290,135.01
5/1/2015	5,725.34	\$8,204.73	\$2,281,930.28
6/1/2015	5,704.83	\$8,225.24	\$2,273,705.04
7/1/2015	5,684.26	\$8,245.81	\$2,265,459.23
8/1/2015	5,663.65	\$8,266.42	\$2,257,192.81
9/1/2015	5,642.98	\$8,287.09	\$2,248,905.72
10/1/2015	5,622.26	\$8,307.81	\$2,240,597.91
11/1/2015	5,601.49	\$8,328.58	\$2,232,269.33
12/1/2015	5,580.67	\$8,349.40	\$2,223,919.93

1/1/2016	5,559.80	\$8,370.27	\$2,215,549.66
2/1/2016	5,538.87	\$8,391.20	\$2,207,158.46
3/1/2016	5,517.90	\$8,412.17	\$2,198,746.29
4/1/2016	5,496.87	\$8,433.20	\$2,190,313.09
5/1/2016	5,475.78	\$8,454.29	\$2,181,858.80
6/1/2016	5,454.65	\$8,475.42	\$2,173,383.38
7/1/2016	5,433.46	\$8,496.61	\$2,164,886.77
8/1/2016	5,412.22	\$8,517.85	\$2,156,368.92
9/1/2016	5,390.92	\$8,539.15	\$2,147,829.77
10/1/2016	5,369.57	\$8,560.50	\$2,139,269.27
11/1/2016	5,348.17	\$8,581.90	\$2,130,687.37
12/1/2016	5,326.72	\$8,603.35	\$2,122,084.02

1/1/2017	5,305.21	\$8,624.86	\$2,113,459.16
2/1/2017	5,283.65	\$8,646.42	\$2,104,812.74
3/1/2017	5,262.03	\$8,668.04	\$2,096,144.70

4/1/2017	5,240.36	\$8,689.71	\$2,087,454.99
5/1/2017	5,218.64	\$8,711.43	\$2,078,743.56
6/1/2017	5,196.86	\$8,733.21	\$2,070,010.35
7/1/2017	5,175.03	\$8,755.04	\$2,061,255.31
8/1/2017	5,153.14	\$8,776.93	\$2,052,478.38
9/1/2017	5,131.20	\$8,798.87	\$2,043,679.51
10/1/2017	5,109.20	\$8,820.87	\$2,034,858.64
11/1/2017	5,087.15	\$8,842.92	\$2,026,015.72
12/1/2017	5,065.04	\$8,865.03	\$2,017,150.69

1/1/2018	TBD	\$9,000.00	\$2,008,150.69
2/1/2018	TBD	\$9,000.00	\$1,999,150.69
3/1/2018	TBD	\$9,000.00	\$1,990,150.69
4/1/2018	TBD	\$9,000.00	\$1,981,150.69
5/1/2018	TBD	\$9,000.00	\$1,972,150.69
6/1/2018	TBD	\$9,000.00	\$1,963,150.69
7/1/2018	TBD	\$9,000.00	\$1,954,150.69
8/1/2018	TBD	\$9,000.00	\$1,945,150.69
9/1/2018	TBD	\$9,000.00	\$1,936,150.69
10/1/2018	TBD	\$9,000.00	\$1,927,150.69
11/1/2018	TBD	\$9,000.00	\$1,918,150.69
12/1/2018	TBD	\$9,000.00	\$1,909,150.69

1/1/2019	TBD	\$9,300.00	\$1,899,850.69
2/1/2019	TBD	\$9,300.00	\$1,890,550.69
3/1/2019	TBD	\$9,300.00	\$1,881,250.69
4/1/2019	TBD	\$9,300.00	\$1,871,950.69
5/1/2019	TBD	\$9,300.00	\$1,862,650.69
6/1/2019	TBD	\$9,300.00	\$1,853,350.69
7/1/2019	TBD	\$9,300.00	\$1,844,050.69
8/1/2019	TBD	\$9,300.00	\$1,834,750.69
9/1/2019	TBD	\$9,300.00	\$1,825,450.69
10/1/2019	TBD	\$9,300.00	\$1,816,150.69
11/1/2019	TBD	\$9,300.00	\$1,806,850.69
12/1/2019	TBD	\$9,300.00	\$1,797,550.69

1/1/2020	TBD	\$9,600.00	\$1,787,950.69
2/1/2020	TBD	\$9,600.00	\$1,778,350.69
3/1/2020	TBD	\$9,600.00	\$1,768,750.69

4/1/2020	TBD	\$9,600.00	\$1,759,150.69
5/1/2020	TBD	\$9,600.00	\$1,749,550.69
6/1/2020	TBD	\$9,600.00	\$1,739,950.69
7/1/2020	TBD	\$9,600.00	\$1,730,350.69
8/1/2020	TBD	\$9,600.00	\$1,720,750.69
9/1/2020	TBD	\$9,600.00	\$1,711,150.69
10/1/2020	TBD	\$9,600.00	\$1,701,550.69
11/1/2020	TBD	\$9,600.00	\$1,691,950.69
12/1/2020	TBD	\$9,600.00	\$1,682,350.69

1/1/2021	TBD	\$9,900.00	\$1,672,450.69
2/1/2021	TBD	\$9,900.00	\$1,662,550.69
3/1/2021	TBD	\$9,900.00	\$1,652,650.69
4/1/2021	TBD	\$9,900.00	\$1,642,750.69
5/1/2021	TBD	\$9,900.00	\$1,632,850.69
6/1/2021	TBD	\$9,900.00	\$1,622,950.69
7/1/2021	TBD	\$9,900.00	\$1,613,050.69
8/1/2021	TBD	\$9,900.00	\$1,603,150.69
9/1/2021	TBD	\$9,900.00	\$1,593,250.69
10/1/2021	TBD	\$9,900.00	\$1,583,350.69
11/1/2021	TBD	\$9,900.00	\$1,573,450.69
12/1/2021	TBD	\$9,900.00	\$1,563,550.69

1/1/2022	TBD	\$10,200.00	\$1,553,350.69
2/1/2022	TBD	\$10,200.00	\$1,543,150.69
3/1/2022	TBD	\$10,200.00	\$1,532,950.69
4/1/2022	TBD	\$10,200.00	\$1,522,750.69
5/1/2022	TBD	\$10,200.00	\$1,512,550.69
6/1/2022	TBD	\$10,200.00	\$1,502,350.69
7/1/2022	TBD	\$10,200.00	\$1,492,150.69
8/1/2022	TBD	\$10,200.00	\$1,481,950.69
9/1/2022	TBD	\$10,200.00	\$1,471,750.69
10/1/2022	TBD	\$10,200.00	\$1,461,550.69
11/1/2022	TBD	\$10,200.00	\$1,451,350.69
12/1/2022	TBD	\$10,200.00	\$1,441,150.69

1/1/2023	TBD	\$10,500.00	\$1,430,650.69
2/1/2023	TBD	\$10,500.00	\$1,420,150.69
3/1/2023	TBD	\$10,500.00	\$1,409,650.69

4/1/2023	TBD	\$10,500.00	\$1,399,150.69
5/1/2023	TBD	\$10,500.00	\$1,388,650.69
6/1/2023	TBD	\$10,500.00	\$1,378,150.69
7/1/2023	TBD	\$10,500.00	\$1,367,650.69
8/1/2023	TBD	\$10,500.00	\$1,357,150.69
9/1/2023	TBD	\$10,500.00	\$1,346,650.69
10/1/2023	TBD	\$10,500.00	\$1,336,150.69
11/1/2023	TBD	\$10,500.00	\$1,325,650.69
12/1/2023	TBD	\$10,500.00	\$1,315,150.69

1/1/2024	TBD	\$10,800.00	\$1,304,350.69
2/1/2024	TBD	\$10,800.00	\$1,293,550.69
3/1/2024	TBD	\$10,800.00	\$1,282,750.69
4/1/2024	TBD	\$10,800.00	\$1,271,950.69
5/1/2024	TBD	\$10,800.00	\$1,261,150.69
6/1/2024	TBD	\$10,800.00	\$1,250,350.69
7/1/2024	TBD	\$10,800.00	\$1,239,550.69
8/1/2024	TBD	\$10,800.00	\$1,228,750.69
9/1/2024	TBD	\$10,800.00	\$1,217,950.69
10/1/2024	TBD	\$10,800.00	\$1,207,150.69
11/1/2024	TBD	\$10,800.00	\$1,196,350.69
12/1/2024	TBD	\$10,800.00	\$1,185,550.69

1/1/2025	TBD	\$11,100.00	\$1,174,450.69
2/1/2025	TBD	\$11,100.00	\$1,163,350.69
3/1/2025	TBD	\$11,100.00	\$1,152,250.69
4/1/2025	TBD	\$11,100.00	\$1,141,150.69
5/1/2025	TBD	\$11,100.00	\$1,130,050.69
6/1/2025	TBD	\$11,100.00	\$1,118,950.69
7/1/2025	TBD	\$11,100.00	\$1,107,850.69
8/1/2025	TBD	\$11,100.00	\$1,096,750.69
9/1/2025	TBD	\$11,100.00	\$1,085,650.69
10/1/2025	TBD	\$11,100.00	\$1,074,550.69
11/1/2025	TBD	\$11,100.00	\$1,063,450.69
12/1/2025	TBD	\$11,100.00	\$1,052,350.69

1/1/2026	TBD	\$11,400.00	\$1,040,950.69
2/1/2026	TBD	\$11,400.00	\$1,029,550.69
3/1/2026	TBD	\$11,400.00	\$1,018,150.69

4/1/2026	TBD	\$11,400.00	\$1,006,750.69
5/1/2026	TBD	\$11,400.00	\$995,350.69
6/1/2026	TBD	\$11,400.00	\$983,950.69
7/1/2026	TBD	\$11,400.00	\$972,550.69
8/1/2026	TBD	\$11,400.00	\$961,150.69
9/1/2026	TBD	\$11,400.00	\$949,750.69
10/1/2026	TBD	\$11,400.00	\$938,350.69
11/1/2026	TBD	\$11,400.00	\$926,950.69
12/1/2026	TBD	\$11,400.00	\$915,550.69

1/1/2027	TBD	\$11,700.00	\$903,850.69
2/1/2027	TBD	\$11,700.00	\$892,150.69
3/1/2027	TBD	\$11,700.00	\$880,450.69
4/1/2027	TBD	\$11,700.00	\$868,750.69
5/1/2027	TBD	\$11,700.00	\$857,050.69
6/1/2027	TBD	\$11,700.00	\$845,350.69
7/1/2027	TBD	\$11,700.00	\$833,650.69
8/1/2027	TBD	\$11,700.00	\$821,950.69
9/1/2027	TBD	\$11,700.00	\$810,250.69
10/1/2027	TBD	\$11,700.00	\$798,550.69
11/1/2027	TBD	\$11,700.00	\$786,850.69
12/1/2027	TBD	\$11,700.00	\$775,150.69

1/1/2028	TBD	\$12,100.00	\$763,050.69
2/1/2028	TBD	\$12,100.00	\$750,950.69
3/1/2028	TBD	\$12,100.00	\$738,850.69
4/1/2028	TBD	\$12,100.00	\$726,750.69
5/1/2028	TBD	\$12,100.00	\$714,650.69
6/1/2028	TBD	\$12,100.00	\$702,550.69
7/1/2028	TBD	\$12,100.00	\$690,450.69
8/1/2028	TBD	\$12,100.00	\$678,350.69
9/1/2028	TBD	\$12,100.00	\$666,250.69
10/1/2028	TBD	\$12,100.00	\$654,150.69
11/1/2028	TBD	\$12,100.00	\$642,050.69
12/1/2028	TBD	\$12,100.00	\$629,950.69

1/1/2029	TBD	\$12,500.00	\$617,450.69
2/1/2029	TBD	\$12,500.00	\$604,950.69
3/1/2029	TBD	\$12,500.00	\$592,450.69

4/1/2029	TBD	\$12,500.00	\$579,950.69
5/1/2029	TBD	\$12,500.00	\$567,450.69
6/1/2029	TBD	\$12,500.00	\$554,950.69
7/1/2029	TBD	\$12,500.00	\$542,450.69
8/1/2029	TBD	\$12,500.00	\$529,950.69
9/1/2029	TBD	\$12,500.00	\$517,450.69
10/1/2029	TBD	\$12,500.00	\$504,950.69
11/1/2029	TBD	\$12,500.00	\$492,450.69
12/1/2029	TBD	\$12,500.00	\$479,950.69

1/1/2030	TBD	\$12,900.00	\$467,050.69
2/1/2030	TBD	\$12,900.00	\$454,150.69
3/1/2030	TBD	\$12,900.00	\$441,250.69
4/1/2030	TBD	\$12,900.00	\$428,350.69
5/1/2030	TBD	\$12,900.00	\$415,450.69
6/1/2030	TBD	\$12,900.00	\$402,550.69
7/1/2030	TBD	\$12,900.00	\$389,650.69
8/1/2030	TBD	\$12,900.00	\$376,750.69
9/1/2030	TBD	\$12,900.00	\$363,850.69
10/1/2030	TBD	\$12,900.00	\$350,950.69
11/1/2030	TBD	\$12,900.00	\$338,050.69
12/1/2030	TBD	\$12,900.00	\$325,150.69

1/1/2031	TBD	\$13,300.00	\$311,850.69
2/1/2031	TBD	\$13,300.00	\$298,550.69
3/1/2031	TBD	\$13,300.00	\$285,250.69
4/1/2031	TBD	\$13,300.00	\$271,950.69
5/1/2031	TBD	\$13,300.00	\$258,650.69
6/1/2031	TBD	\$13,300.00	\$245,350.69
7/1/2031	TBD	\$13,300.00	\$232,050.69
8/1/2031	TBD	\$13,300.00	\$218,750.69
9/1/2031	TBD	\$13,300.00	\$205,450.69
10/1/2031	TBD	\$13,300.00	\$192,150.69
11/1/2031	TBD	\$13,300.00	\$178,850.69
12/1/2031	TBD	\$13,300.00	\$165,550.69

1/1/2032	TBD	\$13,700.00	\$151,850.69
2/1/2032	TBD	\$13,700.00	\$138,150.69
3/1/2032	TBD	\$13,700.00	\$124,450.69

4/1/2032	TBD	\$13,700.00	\$110,750.69
5/1/2032	TBD	\$13,700.00	\$97,050.69
6/1/2032	TBD	\$13,700.00	\$83,350.69
7/1/2032	TBD	\$13,700.00	\$69,650.69
8/1/2032	TBD	\$13,700.00	\$55,950.69
9/1/2032	TBD	\$13,700.00	\$42,250.69
10/1/2032	TBD	\$13,700.00	\$28,550.69
11/1/2032	TBD	\$13,700.00	\$14,850.69
12/1/2032	TBD	\$14,850.69	\$0.00

\$2,450,000.00

Any amount of principal unpaid as of December 1, 2032 shall be due and payable on that date.

Exhibit B

SECTION 5.2. Premium on Prepayment. The Eligible Participant shall be permitted to make prepayments of the amounts outstanding on the Note and Bonds, without payment of any prepayment consideration, provided funds from such prepayment do not come, directly or indirectly, from borrowings from a financial institution other than the initial Bondholder.

In the event of a prepayment of the Note and Bonds where such funds are provided, directly or indirectly, from a financial institution other than the initial Bondholder, the Eligible Participant shall pay a prepayment consideration to the initial Bondholder in the amount of 2% of the amount of the prepayment.

The obligation to pay any prepayment consideration shall be computed as of December 31 of each year.

Notwithstanding the preceding, no prepayment consideration shall be due and payable in the event the prepayment takes place after January 1, 2021.

Exhibit A

Lots 2 and 3, Volume 52 Certified Survey Maps, page 3, Map Number 7561, said map being all of Lot 2, Southbridge Business Park, in the City of De Pere, West side of Fox River, Brown County, Wisconsin.

Tax Parcel Numbers: WD-1136-1 (Lot 2) and WD-1136-2 (Lot 3)
Street Address: American Boulevard

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: November 10, 2015

DEPARTMENT: Finance/Personnel Committee

FROM: Bill Boyle

SUBJECT: Request for approval of DIME upgrade MOU. *

The De Pere GIS department has provided web-based mapping services (DIME, GeoPRIME) since 2009. To accomplish this project with limited resources, we formed a consortium with Brown County, the City of Green Bay and Village of Ashwaubenon. This consortium provided a significant cost savings for the original purchase and subsequent maintenance of the flash based software application.

Over the past year the consortium has been working with our vendor, GeoDecisions, to provide a proposal to develop a JavaScript version of the application to replace the Flash based version that is becoming obsolete, unstable and vulnerable to security risks. GeoDecisions will allow the consortium members to share development costs. Other suitable vendors were not interested in allowing a cost sharing approach.

The attached MOU has been reviewed and approved by the City Attorney. It provides detail on the consortium and the plan to purchase the core JavaScript application for \$4840.70. This is a planned and budgeted expenditure. The budget balance is currently \$20,480 including monies encumbered from 2014.

Recommendation

I recommend approval of the MOU allowing the GIS department to participate with the consortium to share the cost of the new web mapping application.

ATTACHMENTS:

- GIS MOU Nov 2015 (PDF)

**MEMORANDUM OF UNDERSTANDING
FOR
COST SHARING OF GIS/WEBMAPPING SERVICES**

This Memorandum of Understanding ("MOU") is made and entered into on the 29th day of October, 2015 between Brown County, with offices located at 305 E. Walnut Street, Room 320, Green Bay, WI 54305-3600, City of Green Bay with offices located at 100 N. Jefferson Street, Green Bay, WI 54301, City of De Pere with offices located at 335 S. Broadway, De Pere, WI 54115, and the Village of Ashwaubenon with offices located at 2155 Holmgren Way, Ashwaubenon, WI 54304, hereinafter referred to in the singular as "Party" or collectively as "Parties". This MOU is entered into in order to memorialize the agreement and understanding between Parties.

RECITALS

WHEREAS, Brown County, along with the City of Green Bay and the City of De Pere, desired to make available to the public a uniform GIS/webmapping service ("Services") of the Brown County area and thereby formed a consortium to share costs for said services to save the taxpayers money; and,

WHEREAS, in 2009, Brown County entered into an agreement with GeoDecisions, the software vendor, to develop the online GIS/webmapping site for the benefit of the consortium; and,

WHEREAS, GeoDecisions allows the consortium to share this code with other communities within Brown County; and,

WHEREAS, in 2010, the Village of Ashwaubenon desired to enter the consortium for the benefit of its community and agreed to pay the annual maintenance costs under said agreement with GeoDecisions for the year 2011, as its share of costs to join the consortium, which maintenance cost was approximately Two Thousand Five Hundred Dollars (\$2,500) for the year.

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is hereby acknowledged, agreed and understood by all the Parties as follows:

1. **RECITALS.** The above recitals are true, correct and incorporated into this Memorandum of Understanding.
2. **PURPOSE.** The purpose of this MOU is to memorialize the understanding between the Parties and to jointly be bound to each other for future cost sharing for online GIS/webmapping services for the communities.

3. COST SHARE.

A. In 2009, Brown County, the City of Green Bay and the City of De Pere (“Original Consortium Parties”) entered into the consortium in order to share the costs involved with GIS/mapping services for their communities.

B. In 2010, the Village of Ashwaubenon desired to enter the consortium. The Original Consortium Parties agreed that the Village could join the consortium by paying one year’s maintenance costs for the entire GIS/webmapping services for the consortium as their share of costs.

C. Brown County, the City of Green Bay, the City of De Pere, and the Village of Ashwaubenon, (“Consortium”) desire to enter into an agreement with the software vendor to develop updated and modernized GIS/webmapping software code in 2015. The consortium have come to an agreement with the vendor to develop this new product and assess cost contributions as follows:

\$2500 paid to the vendor by Brown County in November 2014.

\$3988.14 paid by Brown County in 2015 for the development of the new product.

\$4840.70 paid by the City of Green Bay in 2015 for the development of the new product.

\$4840.70 paid by the Village of Ashwaubenon in 2015 for the development of the new Product.

\$4840.70 paid by the City of De Pere in 2015 for the development of the new product.

D. Brown County will continue to pay annual maintenance costs under said agreement with GeoDecisions.

E. All Parties to this MOU agree to share equally in any costs in the future for the GIS/webmapping and related services. In the event that a Party or Parties desire a particular service which only benefits said Party or Parties making said request, all costs for the services being requested shall be assessed to the individual Party or Parties, unless all Parties agree otherwise in writing.

4. RELIANCE IN GOOD FAITH

A. Once this Memorandum of Understanding is executed by the respective Parties, it is understood that there is good faith reliance upon all the Parties to fulfill their cost share under this agreement, and to fully cooperate with each other.

B. In the event, one of the Parties fails to pay a portion or all their share under this Agreement and the Party is in noncompliance with the Memorandum of

Understanding, it is agreed that judgment may be taken against said Party by the remaining Parties for the full amount of the cost share owed and all costs and expenses associated with obtaining said judgment.

- 5. VENUE AND APPLICABLE LAW.** Any lawsuit related to or arising out of disputes under this Agreement shall be commenced and tried in the Brown County Circuit Courts of Wisconsin and all Parties and their respective government entities shall submit to the jurisdiction of the Brown County Courts for such lawsuits. In all respects, this Memorandum of Understanding and any disputes arising under it shall be governed by the laws of the State of Wisconsin.
- 6. TERMINATION.** Any Party may terminate their affiliation with the consortium at any time for any reason by giving all Parties thirty (30) days written notice of intent to terminate. If a Party terminates their affiliation with the consortium there shall be no cost reimbursement to that Party of any kind.
- 7. NOTICES.** Any and all notices and demands shall be in writing delivered in person or by first class mail, registered or certified, postage paid, return receipt requested and addressed to the appropriate party as follows:

BROWN COUNTY: Jeff DuMez
Brown County GIS/LIO Coordinator
Brown County Land Information Office
305 E. Walnut Street
Green Bay, WI 54304
920-448-6480

CITY OF GREEN BAY: Mike Hronek
IT Administrator
100 N. Jefferson Street
Green Bay, WI 54301
920- 448-3033

CITY OF DE PERE: City Clerk-Treasurer
335 S. Broadway
De Pere, WI 54115
920-339-4072 x1256

VILLAGE OF ASHWAUBENON:

Francine Roberg
GIS Coordinator- Engineering
2155 Holmgren Way
Ashwaubenon, WI 54304
920-492-2308

All other correspondence shall be addressed as above, but may be sent by "U. S. Mail" and deemed delivered upon receipt by the addressee. The above addresses and parties may be changed at any time by the party giving notice in writing to the other parties in the manner provided above.

8. **AMENDMENTS.** This Memorandum of Understanding is the entire agreement between the Parties and shall only be modified, changed or amended in writing and signed by duly authorized representatives of each party, which amendment expressly states that it is the intention of the Parties to amend this document.
9. **SEVERABILITY.** The provisions of this agreement are severable and if any provision is found to be invalid, unenforceable, or void by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect and shall not be affected, impaired or invalidated unless the effect of holding the provision invalid, unenforceable or void defeats the entire purpose of this Memorandum of Understanding.
10. **CONSTRUCTION.** All Parties have contributed to the drafting of this Memorandum of Understanding. In the event of a controversy, dispute or contest over the meaning, interpretation, validity or enforcement of this agreement or any of its terms or conditions, there shall be no inferences, presumptions or conclusion drawn whatsoever against any Party by virtue of that Party having drafted the document or portion thereof.
11. **COUNTERPART.** This MOU may be executed in any number of counterparts, each of which shall be deemed to be an original, but such counterparts shall together constitute but one and the same agreement.
12. **HEADINGS.** The headings of the sections are for convenience only and shall in no way affect the construction or any of the terms, covenants and conditions hereof. If a conflict arises between the headings and the text, the text shall control.
13. **SIGNATURE AUTHORITY.** The persons signing this agreement warrant that they have been authorized to enter into this agreement by and on behalf of their respective Parties' governing body and that they have full and complete authority to bind their respective Parties by executing this agreement.

IN WITNESS WHEREOF, this Memorandum of Understanding is effective upon the date of the last signature and shall remain in effect until all terms of this agreement have been met, unless the Parties agree otherwise in writing modifying this agreement.

BROWN COUNTY

By: _____
Troy Streckenbach, County Executive

Date: _____

CITY OF GREEN BAY

By: _____
Jim Schmitt, Mayor

Date: _____

CITY OF DE PERE

By: _____
Michael J. Walsh, Mayor

Date: _____

VILLAGE OF ASHWAUBENON

By: Michael W. Aubinger
Michael W. Aubinger, Village President

Date: 11/02/15

By: Patrick W. Moynihan Jr.
Patrick Moynihan Jr., Village Clerk/Treasurer

Date: 11/02/15

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: November 10, 2015

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Consider Donation of Smoke Detectors from Professional Fire Fighters of Wisconsin.*

ATTACHMENTS:

- SMOKE DETECTOR DONATION PFFW (PDF)

Memo



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

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

Date: October 22, 2015

Re: Consider Donation of Smoke Detectors – Professional Fire Fighters of Wisconsin

I am very pleased to report that the Professional Fire Fighters of Wisconsin (PFFW) has offered the Fire Department a donation of 25 battery powered smoke detectors valued at approximately \$500. These devices are for the exclusive use by the De Pere Fire Rescue Department. The donated smoke alarms will be used as part of our first ever Smoke Blitz program on Saturday, December 5, 2015. This generous offer by PFFW does not require matching funds, but for the Department to install this critical personal safety device into a needy family's dwelling place. No additional expenditures are requested on behalf of the Fire Department for this project.

Smoke alarms are needed in a home to alert the occupants that a fire is developing. The notion is that this fast acting alarm alerts everyone in the home to evacuate the building immediately. We train our citizens to dial 9-1-1 to obtain emergency fire extinguishment services to quell their blaze. Tragically, De Pere experiences about a dozen blazes per year (on average) with three (3) of those generally being significant fires, such as the \$800,000 plus fire loss at St Norbert College on May 8, 2015.

Although smoke detectors will not control an unfriendly fire, they will alert a family to get out of the building, thereby saving human life. So, in order for the Fire Department to reach our mission statement, smoke detectors need to be installed and maintained properly in every home in our City. This wonderful donation will be a great start on this journey.

Finally, the Fire Department is well underway, planning a smoke and carbon monoxide detector installation day on Saturday, December 5, 2015 from 9:00 a.m. to 2:00 p.m. Teams of De Pere Fire Fighters, along with Destiny Church members, will be out in the community installing about 80 of both devices. As more donated resources are available, additional Blitz installation days will be scheduled and held.

Thank you for your consideration. I respectfully request your support to move this item forward to the City Council for final action and approval. If you have any questions, please do not hesitate to ask.

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: November 10, 2015

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Consider Donation of Smoke & Carbon Monoxide Detectors from Jarden Safety Company*

ATTACHMENTS:

- SMOKE & CARBON MONOXIDE DET DONATION JARDEN (PDF)

Memo



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

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

Date: October 21, 2015

Re: Consider Donation of Smoke & Carbon Monoxide Detectors – Jarden Safety Company

I am very pleased to report that Jarden Safety Company, which trades as “First Alert,” has offered the Fire Department a donation of 50 lithium battery powered smoke detectors valued at approximately \$1,000 and 50 carbon monoxide detectors valued at approximately \$1,000 for a total donation of \$2,000. These devices are for the exclusive use by the De Pere Fire Rescue Department. The donated alarms will be used as part of our first ever Smoke & Carbon Monoxide Blitz program on Saturday, December 5, 2015. This generous offer by First Alert does not require matching funds, but for the Department to install these critical personal safety devices into a needy family’s dwelling place. No additional expenditures are requested on behalf of the Fire Department for this project.

Smoke alarms are needed in a home to alert the occupants that a fire is developing. The notion is that this fast acting alarm alerts everyone in the home to evacuate the building immediately. We train our citizens to dial 9-1-1 to obtain emergency fire extinguishment services to quell their blaze. Tragically, De Pere experiences about a dozen blazes per year (on average) with three (3) of those generally being significant fires, such as the \$800,000 plus fire loss at St Norbert College on May 8, 2015.

Although smoke detectors will not control an unfriendly fire, they will alert a family to get out of the building, thereby saving human life. Carbon monoxide is the colorless, odorless and tasteless killer more than 5,000 Americans each year. These devices are needed to determine the presence of this very toxic and flammable gas. So, in order for the Fire Department to reach our mission statement, both devices need to be installed and maintained properly in every home in our City. This wonderful donation will be a great start on this journey.

Finally, the Fire Department is well underway, planning a smoke and carbon monoxide detector installation day on Saturday, December 5, 2015 from 9:00 a.m. to 2:00 p.m. Teams of De Pere Fire Fighters, along with Destiny Church members, will be out in the community installing about 80 of both devices. As more donated resources are available, additional Blitz installation days will be scheduled and held.

Thank you for your consideration. I respectfully request your support to move this item forward to the City Council for final action and approval. If you have any questions, please do not hesitate to ask.

Attachment: SMOKE & CARBON MONOXIDE DET DONATION JARDEN (4093 : Consider Donation of Smoke & Carbon Monoxide Detectors

City of De Pere, Wisconsin

**Request For Finance/Personnel Committee Action**

MEETING DATE: November 10, 2015

DEPARTMENT: Fire Department

FROM: Dennis Rubin

SUBJECT: Consider Donation of Smoke & Carbon Monoxide Detectors from FM Global.*

ATTACHMENTS:

- SMOKE & CARBON MONOXIDE DET DONATION FM GLOBAL (PDF)

Memo



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

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

Date: October 22, 2015

Re: Consider Donation of Smoke & Carbon Monoxide Detectors – FM Global

I am very pleased to report that FM Global has selected the De Pere Fire Department as the recipient of the \$2,000 fire prevention competitive grant to provide smoke detectors and carbon monoxide detectors for needy families in our City. Our request was for FM Global's support for our first ever Smoke & Carbon Monoxide Blitz program. This wonderful opportunity to better protect homes in De Pere is planned for Saturday, December 5, 2015. This generous grant by FM Global does not require matching funds. However, the grant request described that the Department will install these critical personal safety devices into a needy family's dwelling place. No additional expenditures are requested on behalf of the Fire Department for this project.

Smoke alarms are needed in a home to alert the occupants that a fire is developing. The notion is that this fast acting alarm alerts everyone in the home to evacuate the building immediately. We train our citizens to dial 9-1-1 to obtain emergency fire extinguishment services to quell their blaze. Tragically, De Pere experiences about a dozen blazes per year (on average) with three (3) of those generally being significant fires, such as the \$800,000 plus fire loss at St Norbert College on May 8, 2015.

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Thank you for your consideration. I respectfully request your support to move this item forward to the City Council for final action and acceptance. If you have any questions, please do not hesitate to ask.