

Memo

To: Village Board

From: Chris Clark, Director of Parks, Recreation, & Forestry

Re: Promissory Note with the Allouez Buccaneers Football Organization

Date: June 5, 2018

Background Information:

The Allouez Buccaneers youth football organization has been providing youth tackle football for the youth in Allouez and the greater Green Bay area for close to 50 years. The Bucs practice and play their home games at PHM Webster Park from August through November each year. They currently utilize the park shelter building for concessions during the season and storage of equipment throughout the year. In the past, the organization has donated improvements to the park including sport field lighting and field irrigation system. The Allouez Buccaneers are going to reconstruct the concession building and donate it to the village at no cost to village. They plan to have construction completed by the start of their season in August.

In an effort to expedite the construction process the village has offered to loan \$115,000 to the Buccaneers per a Promissory Note for construction costs. The Note has a 3% rate with a bi-annual repayment schedule for a 10 year period.

Previous Information/Action:

- 04/17/18 Village Board approval to proceed with the reconstruction plan with the Buccaneers
- 03/06/18 Village Board approved the Site Plan and Design for the park concession building
- 03/27/18 The Parks, Recreation, and Forestry Committee approved to support the concept of the Village working with the Buccaneers for the reconstruction of the building
- 02/26/18 The Planning Commission approved the site plan

Budget Item/Funding:

The estimate to reconstruct the shelter building at PHM Webster Park is approximately \$200,000. The promissory note is for the sum of \$115,000 and would be funded out of unassigned fund balance in the General Fund.

Staff Recommendation:

Staff recommends that the Village approve the promissory note with the Allouez Buccaneers organization to reconstruct the park shelter building at PHM Webster Park. The Village Attorney and Finance Director have reviewed the note and approve.

Attachments:

- Promissory Note

PROMISSORY NOTE

\$115,000.00

May 15, 2018
Green Bay, Wisconsin

FOR VALUE RECEIVED, the undersigned Allouez Buccaneers Football Club, Inc. ("Maker"), promises to pay to the order of the Village of Allouez ("Holder"), at such location as may be designated in writing by Holder from time to time, the principal sum of One Hundred Fifteen Thousand Dollars (\$115,000.00), with interest accruing on the unpaid principal balance at the rate of three percent (3%) per annum.

1. Payment Of Principal And Interest. The principal and interest of this Promissory Note shall be paid to Holder in Twenty (20) equal semi-annual payments of principal and accrued interest, each payment of principal and accrued interest as set forth on the attached loan summary schedule, with the first payment due on or before June 30 and December 31, 2018 respectively, and subsequent payments due on or before June 30 and December 31 of each succeeding year for ten (10) years total. All payments under this Promissory Note shall be applied first to the payment of interest then due and the balance, if any, to principal. All principal and interest due under this Promissory Note shall be due and payable by December 31, 2027.

2. Default. This Promissory Note shall be deemed to be in default as to the payment of principal or interest upon the expiration of fifteen (15) days after written notice of default from Holder to Maker, during which fifteen (15) day period, Maker shall be permitted to cure the perceived default without penalty. Additionally, this Promissory Note shall be in default if Maker shall fail to perform or observe any agreement or covenant contained in this Promissory Note, or any other agreement or document in favor of Holder upon the expiration of fifteen (15) days after written notice of default from Holder to Maker, during which fifteen (15) day period, Maker shall be permitted to cure the perceived default without penalty. If such notice is given and Maker fails to cure the perceived default within said fifteen (15) day period, the entire principal balance, together with all accrued interest, of this Promissory Note shall at once become immediately due and payable without any further notice.

3. Event of Acceleration. The unpaid balance shall automatically mature and become immediately payable if Maker becomes the subject of bankruptcy or other insolvency proceedings.

4. Right To Renew. Holder's receipt of any payment on this Promissory Note after the occurrence of an event of default shall not constitute a waiver of the default or Holder's rights and remedies on the default. Without affecting the liability of Maker, Holder may, without notice, renew or extend the time for payment.

5. Right To Prepay. Full or partial prepayment of this Promissory Note is permitted at any time without premium or penalty. Any partial prepayment shall be applied first against accrued and unpaid interest and then against principal.

6. Payment of Expenses. In the event of Maker's default under this Promissory Note, Maker agrees to pay the expenses and reasonable attorneys' fees incurred by Holder as a result of or in any way related to the default, any action taken to collect this Promissory Note following default, or any other action taken by Holder to protect or enforce its rights following default, whether or not lawsuit is brought.

7. Successors and Assigns. All of the obligations and covenants contained in this Promissory Note shall also bind, and the benefits hereof shall also inure to, the parties' respective successors, assigns, heirs, and personal representatives.

8. Miscellaneous. In the event any one or more of the provisions contained in this Promissory Note is for any reason held to be invalid or illegal in any respect, such invalidity or illegality shall not affect any other provisions of this Promissory Note, and this Promissory Note shall be construed as if such invalid or illegal provision had never been contained herein. This Promissory Note shall be construed in accordance with the laws of the State of Wisconsin. Whenever used herein, the singular shall also include the plural, and the use of any gender shall include all genders.

9. Purpose. The purpose of this Promissory Note is for Maker to repay funds advanced by Holder to Maker to pay for public improvements undertaken by Maker. Maker dedicates any and all such improvements to Holder without cost, charge or offset hereunder and this Promissory Note shall be an absolute obligation.

IN WITNESS WHEREOF, Maker has executed this Promissory Note on the date and at the location first above written.

MAKER:
ALLOUEZ BUCCANEERS FOOTBALL CLUB, INC.

BY: _____
Its: _____

Compounded Semiannually

Loan Summary

Loan Amount:	\$115,000.00	Number of Payments:	20
Annual Interest Rate:	3.0000%	Periodic Payment:	\$5,414.09
Loan Date:	05/15/2018	1st Payment Due:	06/30/2018
Payment Frequency:	Semiannually	Last Payment Due:	12/31/2027
Total Interest Due:	\$17,681.00	Total All Payments:	\$132,681.00

Payment Schedule

#/Year	Date	Payment	Interest	Principal	Balance
Loan:	05/15/2018	0.00	0.00	0.00	115,000.00
1:1	06/30/2018	5,414.09	440.83	4,973.26	110,026.74
2:1	12/31/2018	6,698.26	1,650.40	5,047.86	104,978.88
	2018 Totals:	12,112.35	2,091.23	10,021.12	
	Running Totals:	12,112.35	2,091.23	10,021.12	
3:2	06/30/2019	6,698.26	1,574.68	5,123.58	99,855.30
4:2	12/31/2019	6,698.26	1,497.83	5,200.43	94,654.87
	2019 Totals:	13,396.52	3,072.51	10,324.01	
	Running Totals:	25,508.87	5,163.74	20,345.13	
5:3	06/30/2020	6,698.26	1,419.82	5,278.44	89,376.43
6:3	12/31/2020	6,698.26	1,340.65	5,357.61	84,018.82
	2020 Totals:	13,396.52	2,760.47	10,636.05	
	Running Totals:	38,905.39	7,924.21	30,981.18	
7:4	06/30/2021	6,698.26	1,260.28	5,437.98	78,580.84
8:4	12/31/2021	6,698.26	1,178.71	5,519.55	73,061.29
	2021 Totals:	13,396.52	2,438.99	10,957.53	
	Running Totals:	52,301.91	10,363.20	41,938.71	
9:5	06/30/2022	6,698.26	1,095.92	5,602.34	67,458.95
10:5	12/31/2022	6,698.26	1,011.88	5,686.38	61,772.57
	2022 Totals:	13,396.52	2,107.80	11,288.72	
	Running Totals:	65,698.43	12,471.00	53,227.43	
11:6	06/30/2023	6,698.26	926.59	5,771.67	56,000.90
12:6	12/31/2023	6,698.26	840.01	5,858.25	50,142.65
	2023 Totals:	13,396.52	1,766.60	11,629.92	
	Running Totals:	79,094.95	14,237.60	64,857.35	
13:7	06/30/2024	6,698.26	752.14	5,946.12	44,196.53
14:7	12/31/2024	6,698.26	662.95	6,035.31	38,161.22
	2024 Totals:	13,396.52	1,415.09	11,981.43	
	Running Totals:	92,491.47	15,652.69	76,838.78	
15:8	06/30/2025	6,698.26	572.42	6,125.84	32,035.38
16:8	12/31/2025	6,698.26	480.53	6,217.73	25,817.65
	2025 Totals:	13,396.52	1,052.95	12,343.57	
	Running Totals:	105,887.99	16,705.64	89,182.35	
17:9	06/30/2026	6,698.26	387.26	6,311.00	19,506.65
18:9	12/31/2026	6,698.26	292.60	6,405.66	13,100.99
	2026 Totals:	13,396.52	679.86	12,716.66	
	Running Totals:	119,284.51	17,385.50	101,899.01	
19:10	06/30/2027	6,698.26	196.51	6,501.75	6,599.24
20:10	12/31/2027	6,698.23	98.99	6,599.24	0.00
	2027 Totals:	13,396.49	295.50	13,100.99	
	Running Totals:	132,681.00	17,681.00	115,000.00	

Last payment decreased by \$0.03 due to rounding

Calculation method: Normal, 360 days per year

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