Common Council

Regular Meeting

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

Agenda

Tuesday, August 20, 2024 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statute 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **August 20, 2024** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

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

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

OR

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

This meeting may also be rebroadcast on TV throughout the week and available on demand at http://deperecitywi.iqm2.com/.

I. Call to Order

1. Roll Call
2. Pledge of Allegiance to the Flag.
3. Approval of the minutes of the August 6, 2024 Common Council meeting.
4. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC
5. Commendation for De Pere Boys Baseball Team Championship.
6. Recommendation from Finance/Personnel Committee to accept donation from Casa Alba Melanie for the Fire Department in the amount of $4,161.16.
7. Recommendation from Sustainability Commission on Implementation of Adopt-a-Drain Program.
8. Recommendation from the Board of Public Works on award of Contract 24-20 Open Pick Hole Manhole Replacement to De Groot, Inc. in the amount of $68,824.80.
9. Recommendation from Board of Public Works to approve DOT I-41 Southbridge Interchange Bridge Concept.
10. Recommendation from the Board of Health to approve the Valley Cabinet Agreement and quote in the amount of $6,061.80, from previously approved Wisconsin Department of Health Services Public Health ARPA grant.

11. Ordinance #24-15 Amending Section 106-4 of the De Pere Municipal Code Regarding Licenses and Permits.
12. Ordinance #24-16 Amending Chapter 150 of the De Pere Municipal Code Regarding Traffic Regulations (Section 150-23; Schedules B and G)
13. Resolution #24-70 Accepting Brown County Crime Prevention Funding Board Grant in the amount of $4,271.51 to the Police Department for Traffic Radar Speed Boards.
14. Resolution #24-71 Authorizing Police Department Participation in CarFax for Police and Creation of Corresponding Fee.
15. Resolution #24-72 Approving Memorandum of Agreement, Scope of Work and Consultant Agreement between the Wisconsin State Historic Preservation Office and the City of De Pere for completion of a National Register of Historic Places Nomination Project (127 North Broadway Street; Parcel ED-768).
16. Resolution #24-73 Approving GHS Link Agreement by and between De Pere Health Department and Gundersen Lutheran Administrative Services, Inc.
17. Resolution #24-74 Approving EpicCare Link Site Level Agreement with Hospital Sisters Health System.
18. Resolution #24-75 Approving Master Educational Affiliation Agreement with The Medical College of Wisconsin, Inc.
19. Resolution #24-76 Approving Grant Agreement Modification to Immunization Cooperative Agreements (Division of Public Health DPH Contract #62109-2).
20. Resolution #24-77 Approving Grant Agreement for State of Wisconsin Department of Health Services (Grant Agreement No. 435100-G25-TBDISPENSE-16).
21. Resolution #24-78 Authorizing Purchase of CivicClerk agenda and meeting management software from CivicPlus, with $11,500 requested from Unassigned Reserves.
22. Resolution #24-79 Authorizing Agreement for Consulting Services Between the City of De Pere and Partner Engineering and Science Inc. (Americans with Disabilities Act Facility Audit).
23. Appointment by Mayor Boyd to the Sustainability Commission - teen advisor position.
24. Future agenda items.
25. Adjournment.

Carey Danen
City Clerk

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

Agenda Sent To:
Alderpersons
City Administrator
Mayor
Department Heads

TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Approval of the minutes of the August 6, 2024 Common Council meeting.**

ATTACHMENTS:

- 8-6-24 Common Council Minutes_Draft (DOC)

Common Council

Regular Meeting

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

Draft Minutes

Tuesday, August 6, 2024 **7:30 PM** **Council Chambers and Virtual**

1. Call to Order. The meeting was called to order at 7:30 PM by Mayor James Boyd.

Attendee Name	Title	Status	Arrived
Dan Carpenter	Alderperson	Present	
Mike Eserkaln	Alderperson	Excused	
Pamela Gantz	Alderperson	Present	
Jonathon Hansen	Alderperson	Present	
Amy Chandik Kundinger	Alderperson	Present	
Shana Defnet Ledvina	Alderperson	Present	
Devin Perock	Alderperson	Present	
John Quigley	Alderperson	Excused	
James Boyd	Mayor	Present	

2. Pledge of Allegiance to the Flag.

3. Approval of the minutes of the July 16, 2024 Common Council meeting.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock
EXCUSED:	Mike Eserkaln, John Quigley

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

   None.

5. Commendation for De Pere Boys Baseball Team Championship.

   This item was postponed until the August 20th Council meeting.

6. Consideration and Possible Action on the following Community Service Grant applications:

   A. Compassionate Home Health Care - Health & Hygiene Popup Hub

   B. Lovin the Skin I'm In - Providing Access to Hair Care Products for Kids of Color in Foster Care

   Alderperson Ledvina moved, seconded by Alderperson Gantz to award $600 to each applicant. Alderperson Carpenter moved, seconded by Alderperson Ledvina to open the meeting. Upon vote, motion carried unanimously. Applicant Dawn Paradiso-Hansen

explained the program. Alderperson Carpenter moved, seconded by Alderperson Ledvina to close the meeting. Upon vote, motion carried unanimously.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock
EXCUSED:	Mike Eserkaln, John Quigley

7. Consideration and Possible Action on Rock the Dock Request to Use Public Parking Lots.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Pamela Gantz, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock
EXCUSED:	Mike Eserkaln, John Quigley

8. Recommendation from Plan Commission to approve the FINAL De Pere Comprehensive Housing Study and Action Plan.

Robert O'Brien and Tom Dworetsky from Camoin Associates summarized the key findings from the study. Topics included anticipated population growth with the new southern bridge; high job growth; housing starts and market performance; rental demand; and expected housing needs and costs. Mr. O'Brien and Mr. Dworetsky then answered questions from Council members and identified their recommended goals and strategies. Discussion followed.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock
EXCUSED:	Mike Eserkaln, John Quigley

9. Recommendation from Plan Commission to approve a 2 lot CSM at 2000 Commerce DR (Parcel ED-3103, ED-3104, ED-3105).

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock
EXCUSED:	Mike Eserkaln, John Quigley

10. Consideration and Possible Action on Development Agreement with Amerilux Holdings, LLC.

Development Services Director Dan Lindstrom reviewed the modifications that were added since the previous agreement.

RESULT:	**APPROVED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Devin Perock, Alderperson
SECONDER:	Amy Chandik Kundinger, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock
EXCUSED:	Mike Eserkaln, John Quigley

11. Resolution #24-63 Authorizing Agreement regarding the Sale and Purchase of Business Park Property Between the City of De Pere and T Jansen Enterprises, LLC (Parcel ED-2077-1; 1405 Enterprise Drive).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock
EXCUSED:	Mike Eserkaln, John Quigley

12. Resolution #24-64 Approving Amendment to Facade Improvement Project Application and Authorizing Disbursement of Grant (407 Main Avenue - Parcel WD-885).

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Devin Perock, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock
EXCUSED:	Mike Eserkaln, John Quigley

13. Resolution #24-65 Approving Amendment to Facade Improvement Project Application and Authorizing Disbursement of Grant for (409 Main Avenue - Parcel WD-886).

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock
EXCUSED:	Mike Eserkaln, John Quigley

14. Resolution #24-66 Approving Housing Stock Improvement Mortgage and Loan and Authorizing Disbursement to Danielle Jauquet (719 North Michigan Street - Parcel ED-16).

    Development Services Director Dan Lindstrom reported that the closing timeline and procedures for this program have been improved since the last application was processed.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Devin Perock, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock
EXCUSED:	Mike Eserkaln, John Quigley

15. Resolution #24-67 Authorizing Development Agreement Between the City of De Pere and De Pere 230 Development Partners LLC Former Shopko Site - Building F (Parcel Nos. ED-861 and ED-875).

    Development Services Director Dan Lindstrom reported that this agreement is for the first building in the project only. He noted that the building design plan has not yet been submitted, and that items such as the location and size of the building are the only things referenced in this agreement. He explained that the City has responsibility for the infrastructure and parking garage. The parking structure is being placed at the back of the development site, because locating it right on Broadway Street frontage would not be the highest and best use of the property. Director Lindstrom answered questions about the decision to make all units in this building market-rate housing.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Devin Perock, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock
EXCUSED:	Mike Eserkaln, John Quigley

16. Resolution #24-68 Approving Release of Easement Rights for Parcel ED-861 (Former Shopko Site).

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Jonathon Hansen, Alderperson
SECONDER:	Pamela Gantz, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock
EXCUSED:	Mike Eserkaln, John Quigley

17. Resolution #24-69 Approving the Tenth Amendment to Central Brown County Water Authority Water Purchase and Sale Contract.

RESULT:	**ADOPTED BY ROLL CALL VOTE [UNANIMOUS]**
MOVER:	Shana Defnet Ledvina, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Gantz, Hansen, Kundinger, Ledvina, Perock
EXCUSED:	Mike Eserkaln, John Quigley

18. Future agenda items.

    None.

19. Possible Discussion and Action on Walmart Litigation for Excessive Assessment for 1415 Lawrence Drive (Parcel No. WD-D0011-1).

    Alderperson Carpenter moved, seconded by Alderperson Gantz to enter closed session at 8:44 PM. Upon roll call vote, motion carried unanimously.

20. Possible Discussion and Action on Garroman Drive and 2535 Lawrence Drive (Parcel No. WD-L482-1).

21. Discussion and Possible Action on Potential Acquisition of Private Property for Public Purposes.

    Alderperson Gantz moved, seconded by Alderperson Kundinger to return to open session at 9:13 PM. Upon roll call vote, motion carried unanimously.

22. Adjournment.

    Alderperson Carpenter moved, seconded by Alderperson Kundinger to adjourn the meeting at 9:14 PM. Upon vote, motion carried unanimously.

Respectfully submitted,
Carey Danen, City Clerk

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Common Council. §6-3(f) DPMC**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Commendation for De Pere Boys Baseball Team Championship.**

ATTACHMENTS:

- Boys Baseball Championship Commendation 2024-Signed (PDF)

MUNICIPAL COMMENDATION

BOYS' BASEBALL: STATE CHAMPIONSHIP VICTORY

***WHEREAS**, on Thursday, June 13, 2024, the De Pere Redbirds' Boys' Baseball Team completed a 27-3 season with a 5-1 victory over Sun Prairie East at Fox Cities Stadium, earning its first ever Division 1 WIAA State Championship title; and*

***WHEREAS**, the dedication, teamwork, and effort of the team members and coaches constitutes significant and laudable accomplishments, meriting public recognition and accolade; and*

***WHEREAS**, it is appropriate to publicly congratulate the De Pere High School Boys' Baseball team and to express our community's support.*

***NOW, THEREFORE BE IT RESOLVED,** by virtue of the authority vested in me as Mayor of the City of De Pere, I, James G. Boyd, do herby commend the team players, coaches, fans and support staff of De Pere High School and the Unified School District of De Pere for their individual and team efforts during their championship season, and on behalf of the City's governing body and all its citizens, do herby bestow this special Municipal Commendation on the De Pere Redbirds' Boys' Baseball Team, as witnessed and acknowledged by the De Pere City Council.*

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of De Pere, Wisconsin, this 1st *day of* August, *2024.*

CITY OF DE PERE, WISCONSIN

James G. Boyd, Mayor

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Recommendation from Finance/Personnel Committee to accept donation from Casa Alba Melanie for the Fire Department in the amount of $4,161.16.**

Unanimously approved

ATTACHMENTS:

- 20240807083114121 (PDF)

Memo

To: Honorable Mayor James Boyd
Members of the Common Council

From: Fire Chief Alan Matzke AGM

Date: August 13, 2024

Re: Request to Accept Donation from Casa Alba Melanie

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

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

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

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

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

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**Sustainability Commission**
FROM:	**Chase Kuffel**
SUBJECT:	**Recommendation from Sustainability Commission on Implementation of Adopt-a-Drain Program.**

The Sustainability Commission at the August 13, 2024 meeting approved implementation of an Adopt-A-Drain Program and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- 2024 0813 CI_SC_AAD (PDF)
- AAD Brochure (PDF)
- Adopt-a-Drain_Sign-up (PDF)
- Adopt-a-Drain_Sign-up_Sample (PDF)
- Storm_Drain_Cleaning_Log (PDF)
- Storm_Drain_Cleaning_Log_Sample (PDF)

CITY OF DE PERE
MEMO

To: Sustainability Commission
From: Chase K Kuffel, PE, Assistant City Engineer
Date: August 13, 2024

RE: **Consideration and Possible Action on Adopt-a-Drain Program***

An Adopt a Drain Program has been established as an initiative for the Sustainability Commission in 2024. The purpose of the Adopt a Drain Program is to encourage City residents to volunteer monitor local storm sewer inlets in an effort to prevent pollutants and debris from entering the storm sewer system. This program would help to ensure neighborhood drainage systems work as efficiently as possible by keeping the surface of drains and nearby areas clear of leaves, litter, and debris blockages, which simultaneously protects the water quality in our local waterways. The reported cleaning of inlets would also benefit the City in its annual Municipal Separate Storm Sewer System (MS4) permit with the Wisconsin Department of Natural Resources.

Similar adopt a drain programs are ran by the following communities:

- City of Green Bay
- City of Superior
- City of Fitchburg
- City of Fond du Lac
- City of Milwaukee (Sweet Water – Southeast Wisconsin)
- City of Monona
- City of Pewaukee (Waukesha County)
- Village of Bayside
- Village of Cottage Grove
- Village of Grafton (Sweet Water – Southeast Wisconsin)
- Village of McFarland
- Village of Menomonee Falls (Sweet Water – Southeast Wisconsin)
- Village of Mukwonago
- Village of Shorewood (Sweet Water – Southeast Wisconsin)
- Village of Sussex
- Village of Wauwatosa (Sweet Water – Southeast Wisconsin)
- Village of West Milwaukee
- Village of Whitefish Bay (Sweet Water – Southeast Wisconsin)
- Waukesha County

Discussion

As part of the Adopt a Drain Program, the City would recommend that residents monitor the adopted storm drains monthly, and before and after storm events. The following guidelines would be recommended for resident sign-off prior to admittance into the program:

1. Wear highly visible, brightly colored, or reflective clothing to alert traffic and drivers of your presence near the road.
2. Where possible, stay out of the street. Work from the curbside and watch for traffic.
3. Do not inspect or clear drains at night.
4. Do not go into storm drains and do not block travel lanes. NEVER ATTEMPT TO ENTER A STORM DRAIN. Clear surface debris only; let the Public Works crews handle garbage or hazards inside the catch basin – report to the Department of Public Works as part of the inspection report.
5. Work facing traffic.
6. Be aware of your surroundings, make sure to watch for cars; whenever possible, work with a partner who can watch for traffic hazards while you are cleaning the storm drain.
7. When possible clear your storm drains prior to and following any rainfall.
8. Always sweep, rake, or shovel glass. Never pick up sharp objects with your hands.
9. Never touch hazardous or medical waste including automotive fluids and hypodermic needles.
10. Garbage bags, buckets, brooms, and landscaping gloves are generally helpful when inspecting and cleaning a storm drain.
11. Sweep material away from the storm drain, not into it – and capture it for disposal as you can.
12. To the extent possible, place recyclables and garbage into your residential bins.
13. Collect and put trash in garbage or plastic in recycling. If you have a compost, collect leaves and grass to add to compost or transport to the City Yard Waste Site.
14. Clear debris within the curb and gutter area several yards along each side of the storm drain, especially the uphill side.
15. Do not use power tools. Carry tools carefully to avoid hurting others or yourself.
16. Please complete and send in the Field Inspection Report every month or before and after rain events – link will be provided.
17. Never attempt to clean debris if there is moving water that prevents you from having a clear view of the drain.
18. Be cautious when walking on potentially slippery or uneven surfaces.

As part of the program, residents would first need to register with the Department of Public Works and select which drain or drains they plan to monitor and clean. After review of the registration, a waiver would need to be signed in order to participate in the program. Public Works Staff will work with the City Attorney to develop the waiver prior to program start. It is Staff's intent to eventually incorporate the waiver as part of the registration process. Approved registrants would be provided a link to then report all storm sewer inlet cleanings.

It is the Sustainability Commission's goal to have this program in place by the September Farmer's Market booth on September 19, 2024 to celebrate storm water awareness week. Storm Water Awareness week is September 21 through September 29, 2024. If approved by the Sustainability Commission, the volunteer Adopt a Drain Program would move forward to the Common Council for final consideration and approval. Staff would begin working with the City Legal Department to establish a waiver for all registrants.

Attachments:

Adopt a Drain Brochure
Adopt a Drain Sign up
Adopt a Drain Sign Up City Report
Storm Drain Cleaning Log Entry Form
Storm Drain Cleaning Log City Report



Storm drains are an important part of the City Stormwater System. These drains and inlets are located along roads and in parking lots and help collect and transport rain water and snow melt from our homes, businesses, and roads. This system discharges the water into local treatment facilities such as ponds or directly into our local waterways such as Fox River, East River, and Ashwaubenon Creek.



City of De Pere Sustainability Commission
c/o Public Works Department

925 S. Sixth Street
De Pere, WI 54115

920-339-4060



ADOPT -A- DRAIN PROGRAM

DE PERE

The City of De Pere is encouraging residents to adopt the storm sewer closest to them and keep an eye on them to make sure that branches, grass or leaves are not collecting near or in them that would obstruct run off flow. By maintaining a flow free of grass or leaves, the water systems in the area will not have pesticides and other chemicals polluting them. Residents are reminded not to place mowed grass or leaves in the street as they easily end up in the storm sewers.

Thank you for your help to make our community and environment safer and cleaner!

What you need to do:

- Find a drain close to your home and sign-up online at: https://deperewi.seamlessdocs.com/f/adoptadrain
- The City will send you a sponsor sign to proudly display in a street-facing window.
- Regularly inspect the grate and remove debris, but do not remove the grate. This can help eliminate localized street flooding.
- Report when you clean the grate and how much you remove using the form online at: https://deperewi.seamlessdocs.com/f/stormdrainlog

Please do not attempt to remove grate covers.

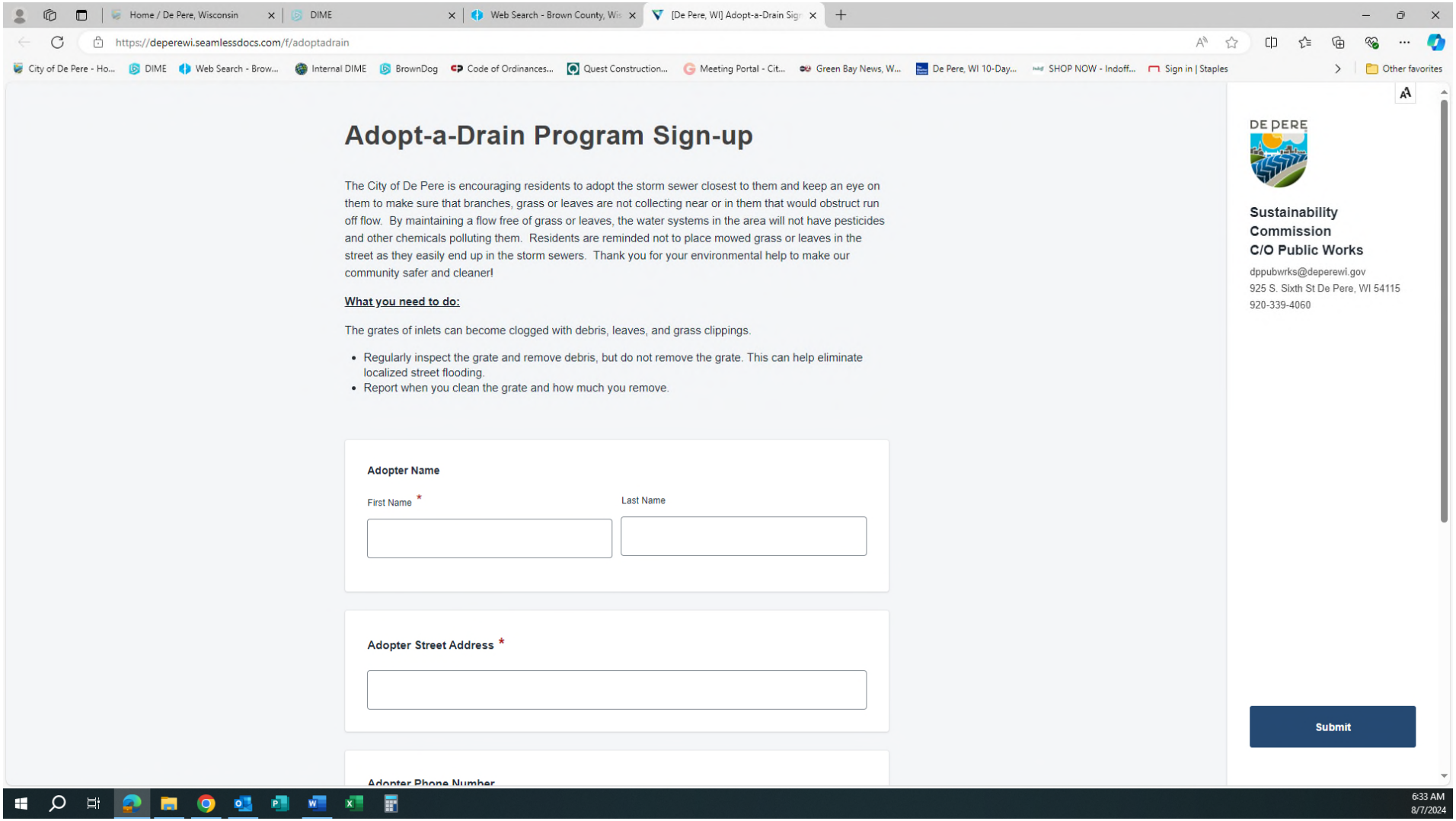


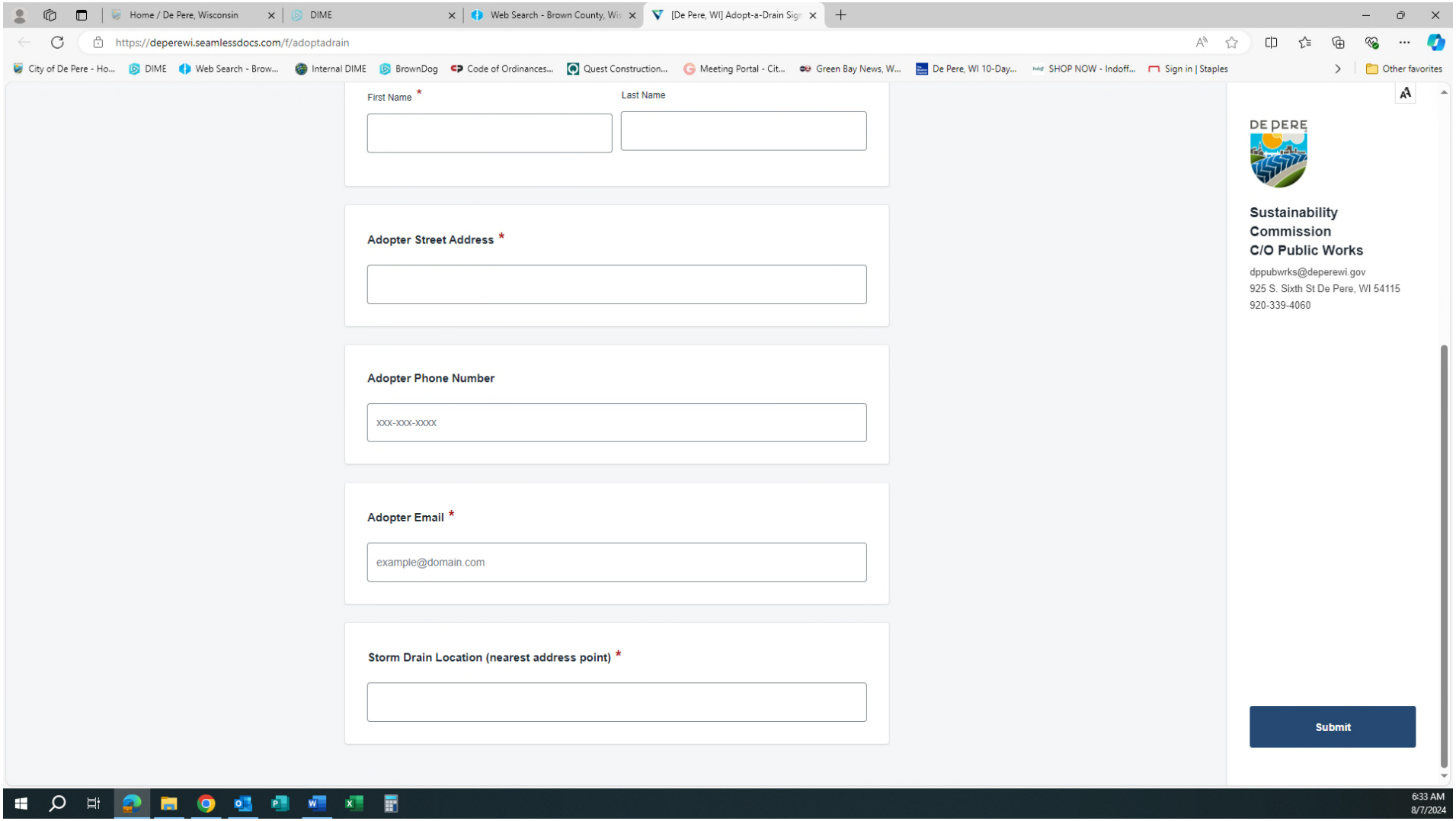
Keep these materials out of the storm drains:

- Leaves
- Grass Clippings
- Salt
- Animal Waste
- Dirt/Sediment
- Trash/Recycling

Monitor for and report these items going into the storm drains:

- Soaps/Detergents
- Pesticides/Fertilizers
- Oil/Vehicle Chemicals
- Swimming Pool Chemicals

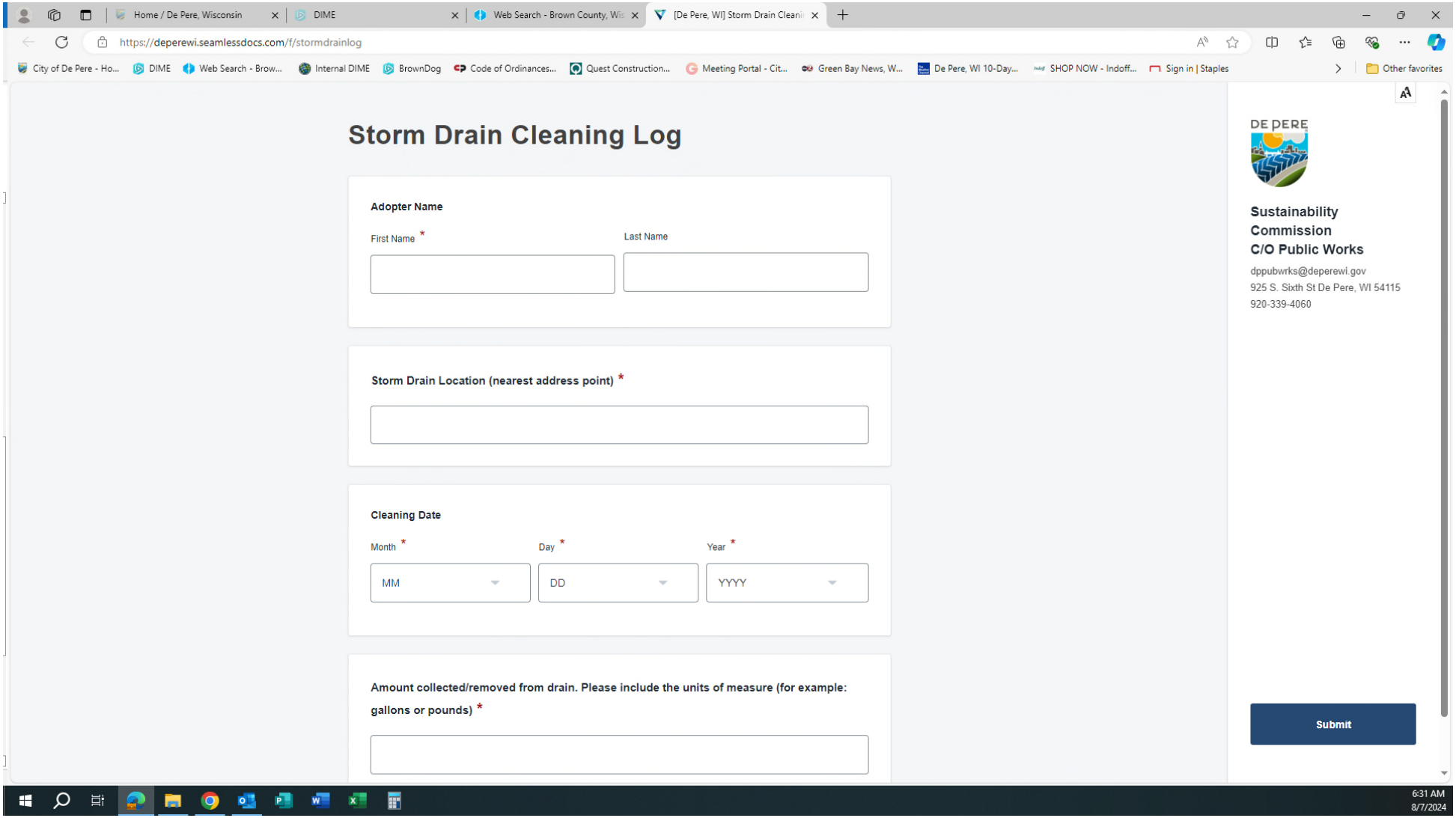

Home / De Pere, Wisconsin
DIME
Web Search - Brown County, Wis
[De Pere, WI] Adopt-a-Drain Sign
https://deperewi.seamlessdocs.com/f/adoptadrain
City of De Pere - Ho...
DIME
Web Search - Brow...
Internal DIME
BrownDog
Code of Ordinances...
Quest Construction...
Meeting Portal - Cit...
Green Bay News, W...
De Pere, WI 10-Day...
SHOP NOW - Indoff...
Sign in | Staples
Other favorites
Adopt-a-Drain Program Sign-up
The City of De Pere is encouraging residents to adopt the storm sewer closest to them and keep an eye on them to make sure that branches, grass or leaves are not collecting near or in them that would obstruct run off flow. By maintaining a flow free of grass or leaves, the water systems in the area will not have pesticides and other chemicals polluting them. Residents are reminded not to place mowed grass or leaves in the street as they easily end up in the storm sewers. Thank you for your environmental help to make our community safer and cleaner!
What you need to do:
The grates of inlets can become clogged with debris, leaves, and grass clippings.
Regularly inspect the grate and remove debris, but do not remove the grate. This can help eliminate localized street flooding.
Report when you clean the grate and how much you remove.
Adopter Name
First Name *
Last Name
Adopter Street Address *
Adopter Phone Number
DE PERE
Sustainability Commission
C/O Public Works
dppubwrks@deperewi.gov
925 S. Sixth St De Pere, WI 54115
920-339-4060
Submit
6:33 AM
8/7/2024


Home / De Pere, Wisconsin
DIME
Web Search - Brown County, Wis
[De Pere, WI] Adopt-a-Drain Sign
https://deperewi.seamlessdocs.com/f/adoptadrain
City of De Pere - Ho...
DIME
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Internal DIME
BrownDog
Code of Ordinances...
Quest Construction...
Meeting Portal - Cit...
Green Bay News, W...
De Pere, WI 10-Day...
SHOP NOW - Indoff...
Sign in | Staples
Other favorites
First Name *
Last Name
Adopter Street Address *
Adopter Phone Number
xxx-xxx-xxxx
Adopter Email *
example@domain.com
Storm Drain Location (nearest address point) *
DE PERE
Sustainability Commission
C/O Public Works
dppubwrks@deperewi.gov
925 S. Sixth St De Pere, WI 54115
920-339-4060
Submit
6:33 AM
8/7/2024

Submitted On:
Aug 1, 2024, 09:05AM CDT

Adopt-a-Drain Program Sign-up

Adopter Name	**First Name:** Betty **Last Name:** Marovich
Adopter Street Address	925 S. Sixth St
Adopter Phone Number	9203394060
Adopter Email	bmarovich@deperewi.gov
Storm Drain Location (nearest address point)	925 S. Sixth St (2 inlets)


Home / De Pere, Wisconsin
DIME
Web Search - Brown County, Wis
[De Pere, WI] Storm Drain Cleani
https://deperewi.seamlessdocs.com/f/stormdrainlog
City of De Pere - Ho...
DIME
Web Search - Brow...
Internal DIME
BrownDog
Code of Ordinances...
Quest Construction...
Meeting Portal - Cit...
Green Bay News, W...
De Pere, WI 10-Day...
SHOP NOW - Indoff...
Sign in | Staples
Other favorites
Storm Drain Cleaning Log
Adopter Name
First Name *
Last Name
Storm Drain Location (nearest address point) *
Cleaning Date
Month *
Day *
Year *
MM
DD
YYYY
Amount collected/removed from drain. Please include the units of measure (for example: gallons or pounds) *
DE PERE
Sustainability Commission
C/O Public Works
dppubwrks@deperewi.gov
925 S. Sixth St De Pere, WI 54115
920-339-4060
Submit
6:31 AM
8/7/2024

Storm Drain Cleaning Log

Adopter Name	**First Name:** Betty **Last Name:** Marovich
Storm Drain Location (nearest address point)	925 S. Sixth St
Cleaning Date	**Month:** 8 **Day:** 3 **Year:** 2024
Amount collected/removed from drain. Please include the units of measure (for example: gallons or pounds)	3 gallons

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from the Board of Public Works on award of Contract 24-20 Open Pick Hole Manhole Replacement to De Groot, Inc. in the amount of $68,824.80.**

The Board of Public Works at the August 12, 2024 meeting approved award of Contract 24-20 Open Pick Hole Manhole Replacement to De Groot, Inc. in the amount of $68,824.80 and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- 2024 0708 CI_BOPW_Award_Project_24-22 (PDF)
- 2024 0711 CE_Project 24-20_Bid Tabulation (PDF)

CITY OF DE PERE
MEMO

To: Honorable Mayor Boyd
Members of the Board of Public Works
From: Eric P. Rakers, P.E., City Engineer
Date: August 12, 2024

RE: **Consideration and possible action on Award of Contract 24-20 Open Pick Hole Manhole Replacement***

The Engineering Division received bids on Project 24-20 Open Pick Hole Manhole Replacement on July 11, 2024. This project involves the removal of open pick hole sanitary sewer manhole castings throughout the City and the installation of closed pick hole castings to reduce rainwater inflow into the sanitary sewer system. The bids received are as follows:

Contractor	Base Bid
De Groot, Inc.	$68,824.80
Kruczek Construction, Inc.	$71,800.00
Highway Landscapers, Inc.	$99,610.00
Don Hietpas and Sons, Inc.	$130,040.00
Dorner, Inc.	$179,650.00

The allocated amount from the capital improvement budget is $70,000 from the sewerage utility.

Staff's recommendation is to award the contract to De Groot, Inc. in the amount of $68,824.80.

Attachments:

- Project 24-20 Bid Tab

DE PERE

Project 24-20
Open Pick Hole Manhole Replacement

				BIDDER NO. 1		BIDDER NO. 2		BIDDER NO. 3		BIDDER NO. 4		BIDDER NO. 5	
				DE GROOT, INC.		Kruczek Construction Inc.		Highway Landscapers, Inc.		Don Hietpas and Sons Inc.		Dorner Inc.	
ITEM	**DESCRIPTION**	**UNIT**	**QTY**	**UNIT PRICE**	**AMOUNT BID**	**UNIT PRICE**	**AMOUNT BID**	**UNIT PRICE**	**AMOUNT BID**	**UNIT PRICE**	**AMOUNT BID**	**UNIT PRICE**	**AMOUNT BID**
SD-01	Adjust Manhole and Provide New Casting (Less than 12" Adjustment)	EA	17	$1,655.27	$28,139.59	$1,250.00	$21,250.00	$2,420.00	$41,140.00	$3,850.00	$65,450.00	$5,000.00	$85,000.00
SD-02	Adjust Manhole and Provide New Casting (12" or Greater Adjustment)	EA	9	$1,927.41	$17,346.69	$1,570.00	$14,130.00	$3,100.00	$27,900.00	$4,375.00	$39,375.00	$6,000.00	$54,000.00
SD-03	Provide Full Depth Asphalt Patch	EA	22	$874.91	$19,248.02	$1,050.00	$23,100.00	$1,025.00	$22,550.00	$870.00	$19,140.00	$1,500.00	$33,000.00
SD-04	Provide Asphalt Curb Head	LF	20	$65.65	$1,313.00	$51.00	$1,020.00	$1.00	$20.00	$52.50	$1,050.00	$57.50	$1,150.00
SD-05	Landscape Restoration (Topsoil, Seed, Fertilizer & Mulch)	EA	1	$757.50	$757.50	$300.00	$300.00	$1,000.00	$1,000.00	$500.00	$500.00	$1,000.00	$1,000.00
SD-06	Traffic Control (Main Avenue)	LS	1	$1,010.00	$1,010.00	$6,000.00	$6,000.00	$3,500.00	$3,500.00	$2,575.00	$2,575.00	$3,000.00	$3,000.00
SD-07	Traffic Control (Third Street)	LS	1	$1,010.00	$1,010.00	$6,000.00	$6,000.00	$3,500.00	$3,500.00	$1,950.00	$1,950.00	$2,500.00	$2,500.00
		TOTAL AMOUNT BID:			**$68,824.80**		**$71,800.00**		**$99,610.00**		**$130,040.00**		**$179,650.00**

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Recommendation from Board of Public Works to approve DOT I-41 Southbridge Interchange Bridge Concept.**

The Board of Public Works at the August 12, 2024 meeting approved DOT I-41 Southbridge Interchange Bridge Concept and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

The City received the attached email from the DOT regarding the bridge concept (See attached concept) for their upcoming I-41 Southbridge Interchange project. As discussed at the April 8, 2024 BOPW (See attached minutes) there will be a future DOT-Municipal agreement for cost sharing the bridge aesthetics which is estimated at this time to be approximately $30,000. This would be split between the City and the Town of Lawrence. This concept is similar to the existing Scheuring Road bridge. The intent of the discussion is to get BOPW approval on the concept.

ATTACHMENTS:

- DOT Southbridge Interchange Bridge Concept 7-18-2024 (PDF)
- DOT Southbridge Interchange Bridge Concept Exhibit 7-18-2024 (PDF)
- 2024-04-08 Board of Public Works (PDF)

Scott Thoresen

From: Treml, Kyle - DOT <Kyle.Treml@dot.wi.gov>
Sent: Thursday, July 18, 2024 1:09 PM
To: Wetzel, Patrick W - MUN; kurtm@lawrencewi.gov; Scott Thoresen; Eric Rakers
Cc: Runge, Cole M.; chris.hardy@browncountywi.gov; Colleen Harris
Subject: I-41/Southbridge Overpass Aesthetics - Update
Attachments: 2024-0718_I41-NER_HWY EB-GV_bridge_BRICK_Render.pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Gentlemen,

Just sharing an updated rendering we put together for the proposed I-41/Southbridge overpass that De Pere and Lawrence will be sharing in a portion of the formliner/staining costs. We made some adjustments based on the need for lighting on the parapet, sign structure along the center pier, and column/pier cap design.

I think we are pretty close to having this "look" set since our 90% structures plans are due 10/1/24. I'll also have more to share in the coming weeks with what the Outagamie County structures will look like and what we are proposing for the noise walls.

If you have any comments or feedback on this bridge just shoot them my way. Thanks

Kyle Treml, P.E. | Project Manager – I41 Major Project
Wisconsin Department of Transportation
Northeast Region, Green Bay
Cell: 920-360-7029
Teams: 920-492-4167
kyle.treml@dot.wi.gov

If this is related to a records request, please email: dotdtsdnerecords@dot.wi.gov

PROJECT AESTHETICS: Brick Piers with Brick Parapets

I-41 Project | Outagamie and Brown Counties, Wisconsin

CONNECTING WISCONSIN



Alderperson Raasch moved to approve City Engineer Parking and Traffic Recommendations, seconded by Alderperson Ledvina. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Dean Raasch, Alderperson
SECONDER:	Shana Defnet Ledvina, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

6. Discuss City Engineer Recommendations on No Action Parking and Traffic Discussion Items

Eric Rakers, City Engineer, explained a request to restrict parking on Lewis Street near the De Pere Cultural Center. Mr. Rakers stated that Lewis Street is 32 feet wide, which is the standard for parking on both sides and that can be tight, but since Cultural Center staff have moved their vehicles to the parking lot, staff has not noted any issues. Mr. Rakers stated if there are big events at the Cultural Center, there might be noticeable congestion, but that will also calm traffic in that area for visitors crossing to the building. Staff is not recommending any action at this time, but can be brought back if there are additional issues noticed. Mr. Rakers added that if parking is restricted in this location, the vehicles will be parking further and further into the residential areas.
Alderperson Hansen thanked staff for investigating and stated he had received the request from a resident on Wisconsin Street. Alderperson Hansen asked if a traffic/impact study was being completed with the opening of the Cultural Center. Mr. Rakers stated he was unsure if this area was part of Dan Lindstrom's study, but engineering staff can keep an eye on it during the day. Mr. Rakers added that the issues may be occurring over the weekend when staff is gone, but during the week days staff has not noted issues. Mayor Boyd added that when he drives by he does not notice issues and added that employees do appear to be parking in the lot now, instead of on the street, and there is ample parking in the lots. Mr. Rakers added that most 32 foot streets have parking allowed on both sides, except for Michigan Street adjacent to the Cultural Center. Mayor Boyd stated that church members are able to park at the Cultural Center on Sundays and would prefer to keep the parking on one side of Michigan Street. Mayor Boyd and Mr. Rakers stated they would check with Dan Lindstrom regarding this area being included in his downtown study. Mayor Boyd stated he has not received any calls or emails regarding parking concerns on Lewis Street. Alderperson Hansen stated that he had a resident bring concerns to him about the switch of parking from the east to the west side of Michigan Street and staff had replied at that time that an overall study of the area would be completed after the Cultural Center was open for a few months. Mr. Rakers explained that the change of side was seen as an improvement because the users were on the side of the street of the facility they were most likely to attend (church or Cultural Center) and also assisted with semi traffic entering and exiting the Cultural Center.

Discussion only. No action necessary.

RESULT:	**DISCUSSED**

7. Consideration and possible action on DOT –Municipal Agreement for Southbridge Interchange*

Scott Thoresen, Director of Public Works, stated this agreement is for the anticipated costs for any sanitary sewer manhole or water valve adjustments associated with this project. Mr. Thoresen stated there will be additional agreements in the future for

revisions. Mr. Thoresen explained that one of those revisions will be cost sharing of Southbridge interchange having similar aesthetics to that of Scheuring Road.
Mayor Boyd asked how much the City would be responsible for with this agreement. Mr. Thoresen stated it was $1,500. Alderperson Hansen stated that was a good deal with the State covering over $16 million.

Mayor Boyd moved to approve the DOT-Municipal Agreement for Southbridge Interchange, seconded by Alderperson Raasch. Upon vote, the motion passed unanimously.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Dean Raasch, Alderperson
AYES:	Boyd, Carpenter, Hansen, Defnet Ledvina, Raasch

8. Consideration and Possible Action for the Installation of Left Turn Lanes on Main Avenue at Eighth Street*

Scott Thoresen, Director of Public Works, stated staff has been working with the Wisconsin Department of Transportation (DOT) on reconstructing the pavement on Main Avenue from Third Street to Eighth Street in 2028. Mr. Thoresen explained that in 2012 planned improvements, DOT had designed for two left turn lanes on Main Ave at Eighth Street. Since 2012, the traffic patterns have changed and the traffic signals were replaced at Eighth Street and Main Avenue and a delayed left turn signal was added for traffic turning left from eastbound Main Avenue to northbound Eighth Street which has improved traffic flow. The DOT has since performed another traffic analysis at this intersection and the analysis shows there are no safety flags or operational flags that required the need to install left turn lanes. The DOT has indicated, if the City wants left turn lanes installed the City would have to fund them at an estimated cost of $310,000. Mr. Thoresen added there would be another couple hundred thousand dollars in right-of-way cost. Mr. Thoresen stated that staff is not recommending funding the installation of the left turn lanes on Main Avenue at Eighth Street. Mr. Thoresen added that as part of the Main Avenue project the DOT will add a right turn drop lane for westbound Main Avenue traffic turning north onto Eighth Street.
Alderperson Carpenter asked if the state would be funding the right turn lane. Mr. Thoresen stated it would be state funded. Alderperson Carpenter added that it appears from the handout that 4 or 5 cars would be able to wait in the right turn lane designed. Alderperson Carpenter added that having the delayed left turn lane has improved the traffic flow. Mayor Boyd commented that there had been discussions about adding signage closer to the Eighth Street intersection about lanes merging at Seventh Street. Mr. Thoresen stated that was still being evaluated. Alderperson Hansen asked to have the cost investigated of offering a left turn lane for eastbound traffic only. Alderperson Hansen also stated that it might make sense to complete the left turn lanes, if a significant portion of the $310,000 is pavement cost that would be required no matter what. Mr. Thoresen stated that adding one turn lane would still cost a couple hundred thousand dollars because it requires widening the street and purchasing right-of-way. Mr. Thoresen added that adding only one turn lane shifts the traffic oddly and is harder for a vehicle to follow through the intersection. Mr. Thoresen stated that outside of the state project, the City may have a couple hundred feet of roadway to repair, but staff anticipates that adding the left turn lanes would cost over $600,000 and do not feel it is necessary at this time. Mr. Thoresen added that once Southbridge is completed, the traffic on Main Avenue will

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**Health Department**
FROM:	**Chrystal Woller**
SUBJECT:	**Recommendation from the Board of Health to approve the Valley Cabinet Agreement and quote in the amount of $6,061.80, from previously approved Wisconsin Department of Health Services Public Health ARPA grant.**

ATTACHMENTS:

- Memo_Valley Cabinet Agreement (PDF)
- Agreement Form_Valley Cabinet (PDF)
- E16_8794B-2 (PDF)

CITY OF DE PERE

MEMO

Meeting Date: 8/20/2024

Department: Health
From: Chrystal Woller

Re: Recommendation from the Board of Health to approve the Valley Cabinet Agreement and quote in the amount of $6,061.80

The City of De Pere Health Department was awarded a *Public Health* ARPA grant, through WI DHS. The grant award was presented to the Council by the previous Health Department Director and has already been approved.

Within the scope of the grant, the purchase of cabinets/countertops for the vaccine administration room has been reviewed and approved by WI DHS. Requesting approval to move forward and to delegate signatory authority to the Health Director, for this agreement.

Agreement Form

Job Name: City of De Pere- Chrystal Woller Estimate #: 16.8794B

Part I

Upon signing this form, I am agreeing to have Valley Cabinet, Inc. as my cabinet supplier. At this time, I hereby give Valley Cabinet the authorization to proceed with this order. Should I at any time decide to cancel this order with Valley Cabinet I agree to reimburse Valley Cabinet for material and production costs that the company has incurred because of my project prior to cancellation.

Signature Date

Part II

As per my discussion with my Valley Cabinet salesperson, I understand and accept the layouts for my project. The materials that have been selected will be ordered and put into production. Any changes made to non-stock items after this date will involve a restocking charge if the item(s) is returnable to our vendor. If the item is not returnable, Valley Cabinet will sell you the item(s) at our cost plus any additional charges incurred on this item(s). Any changes made to layouts after they enter production may also result in additional charges.

Signature Date

By checking the “I agree” box, you are agreeing to the terms as stated above and accept this document as a signed authorization for the order.

☐ I Agree

Please email your completed form to:

Select from the List

VALLEY CABINET

Our Experience. Your *Signature.*

August 6, 2024

Est #: 16.8794B

City of De Pere- Chrystal Waller
335 S Broadway
De Pere

Acct. #

Wood Type & Finish: TFL
Interiors: Wood grain vinyl
Backs: Yes
Door Style: TFL 550
Drawer Fronts: Slab
Drawer Box & Guides: Solid Maple Dovetail on full extension soft close
Counter Tops:Corian Group 1(Glacier White)
Molding: No Molding
Installation: By Valley

Hardware: Standard (0)
Hinge Type: Frameless w/Soft Close

Project Type: Remodel

Premiere Cabinets

Exam Room(96" High):
114" wide wall with standard upper and lower cabinets with locks on lower pairs of doors

Cabinets	**$3,740.73**
Corian Top	**$2,321.06**
Base Price	**$6,061.80**

Removal of existing cabinets, and all plumbing and electrical work by others.

Terms: A 1/2 down payment is required at time of order. Monthly progress billing may apply. Payment of invoice is due 10 days of invoice date. If payment is not made an interest charge of 1.5% per month (18% annual) will be added to the principal due. Prices valid if cabinets are installed before March 1st, 2025. Cabinets not installed by Valley Cabinet and Commercial Cabinetry require sales tax.

De Pere Showroom
845 Prosper Rd
De Pere, WI 54115
(920) 336-3174

Neenah Showroom
920 American Drive
Suite 1B
Neenah, WI 54956
(920)- 383-5580

Sturgeon Bay Showroom
966 Green Bay Road
Sturgeon Bay, WI 54235
(920) 743-2243

Germantown Showroom
W189N11100 Kleinmann Drive
Suite 100
Germantown, WI 53022
(262) 345-481

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**Health Department**
FROM:	**Chrystal Woller**
SUBJECT:	**Ordinance #24-15 Amending Section 106-4 of the De Pere Municipal Code Regarding Licenses and Permits.**

ATTACHMENTS:

- Ord24-15 (PDF)
- Memo_Chapter 106 proposed revision (PDF)
- Chapter_106___LICENSES_AND_PERMITS (revised 5-6-24)(PDF)

ORDINANCE #24-15

AMENDING SECTION 106-4 OF THE DE PERE MUNICIPAL CODE
REGARDING LICENCES AND PERMITS

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN, DOES ORDAIN AS FOLLOWS:

Section 1: Sec. 106-4. *Licenses required under this chapter.*, is hereby amended under subsection (b) *Health department licensing under department of agriculture, trade and consumer protection and department of safety and professional services.* to create paragraph (4) as follows:

> (4) *Penalties.* Notwithstanding anything herein to the contrary, any person who violates Section 106-4(b)(3)(f)., hotels, motels and tourist room housing, Wis. Admin. Code ch. ATCP 72, shall be subject to a forfeiture not to exceed $2,000 for each act of violation, together with costs and penalty assessments. Each day upon which any such violation occurs shall constitute a separate offense.

Section 2: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3: This ordinance shall take effect upon passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/12/2024
Publication Date: _____
Effective Date: _____

CITY OF DE PERE

MEMO

Meeting Date: 8/20/2024

Department: Health
From: Chrystal Woller

Re: Recommendation from the Board of Health to Approve Amending Section 106-4 of the De Pere Municipal Code Re: Tourist Rooming House Licensing Violations

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De Pere is proposing to increase the penalty scheme regarding TRH licensing violations. Brown County recently increased their penalties for TRH licensing violations in anticipation of increased demand, prices and corresponding safety concerns related to TRH activity in connection with the 2025 NFL draft. As of today's date, we now license approximately 30 TRHs with additional pending applications. For comparison, there were only 16 licensed TRHs last year at this time. This proposed revision would be align with Brown County's revision that occurred earlier this year.

Chapter 106 LICENSES AND PERMITS

Sec. 106-1. License or permit required.

No person shall engage in any trade, profession, business or privilege in the city for which a license or permit is required by any provision of this Code without first obtaining such license or permit from the city in the manner provided in this chapter, unless some other provision of this Code provides specifically otherwise.

(Code 2001, § 106-1; Ord. No. 15-01, § 1, 1-6-2015)

Sec. 106-2. Application process.

(a) *Application.* Unless otherwise provided, application for a license or permit shall be made in writing to the responsible city department or officer, upon forms provided by the city. All application forms shall be fully completed and signed by the applicant, and all permit fees, if any, shall be paid before the application is processed.

(b) *License/permit fee.* All applications for any license or permit shall be accompanied by the proper license or permit fee as established by resolution of the common council. No license or permit fee shall be refundable unless the license/permit is denied.

(c) *Background check.* All applications for any license or permit which requires that a background check be run on the applicant shall be accompanied by a background check processing fee as determined by resolution of the common council. An applicant presenting multiple applications for license/permits at one time shall be subject to one processing fee as established by resolution of the common council. The background check processing fee shall be non-refundable.

(d) *Delinquent debts owed to city.*

(1) No license or permit, other than dog or cat licenses, authorized or required by this Code shall be granted or issued:

a. To any person who owes any unpaid, delinquent personal property tax, room tax, special assessment, municipal court forfeiture, charges for false fire or burglar alarms or abandoned 911 calls, parking ticket, sewer or water bill, ambulance bill, hazardous material spill response charge, or inspection or reinspection fee.

b. For any premises for which sewer or water bills, room taxes, special assessments or special charges for current services owed to the city are delinquent and unpaid.

c. For any premises containing personal property upon which a personal property tax owed to the city by the applicant was assessed and the personal property tax remains unpaid and delinquent.

No license shall be denied if a payment becomes delinquent after a fully completed and properly executed application, together with any required application fee, has been filed with the appropriate city official.

(2) This subsection does not apply to a person whose personal liability for payment of a delinquent tax or other charge has been discharged by order of a federal bankruptcy court or other court of competent jurisdiction or to a person or property covered by an automatic stay issued by a federal bankruptcy court or other court of competent jurisdiction while the automatic stay is in effect.

(e) *Bond and insurance.* All required bonds shall be executed by a surety company authorized to do business in the state. Where policies of insurance are required, such policies shall be subject to approval of the city attorney. Satisfactory evidence of coverage by bond or insurance shall be filed with the city before the license or permit is issued.

(f) *Approval or denial of license or permit.*

(1) Where the approval of any city or state officer is required prior to the issuance of any license or permit, proof of such approval must be presented to the issuing city official before any license or permit is issued.

(2) No license or permit shall be approved if it appears that the conduct of the activity for which a license or permit is required will be contrary to the law, if it appears the applicant does not possess the necessary qualifications or requirements for the license, or if it appears issuance of the license or permit would be contrary to the public health, safety or welfare.

(g) *Appeal or review of license or permit denial.*

(1) Unless provided otherwise in this Code, if a license or permit application is denied, the applicant shall be informed of such decision, in writing, within ten days after the determination is made. No grant, denial, suspension or revocation of an alcohol license under Wis. Stats. § 125.12(1) or chapter 7 is subject to review hereunder.

(2) The denied applicant may request in writing a review of the determination to deny the license or permit application. The appeal shall state the reasons the applicant believes the decision to deny the license or permit to be in error. Failure to do so shall result in an automatic affirmance of the denial without further action by the issuing city official or the hearing body. Except for a license applied for under section 106-4(a) or (b), the hearing shall be held before the city's finance/personnel committee. Appeal of denial of a license applied for under section 106-4(a) or (b) shall be heard by the board of health. All appeal hearings shall substantially comply with the provisions of Wis. Stats. § 68.11(2). Within 20 days after the hearing, the hearing body shall issue a written decision which shall affirm, reverse or modify the determination of the city official. This decision shall be a final decision. Judicial review of such decision shall be as provided in Wis. Stats. § 68.13.

(h) *License and permit terms and renewal.*

(1) Unless otherwise provided by this Code, the term of the license year shall commence on July 1 and end on June 30 of each year, unless the license period is for less than one year, in which case the term of the license shall commence with the date of issuance.

(2) License or permit renewals shall be issued in the same manner and be subject to the same conditions as the original license or permit except that a determination to not renew a license or permit shall be subject to subsection (g)(1) of this section.

(3) Permits shall be issued for the term set forth in the permit and shall not renew.

(i) *Display of license or permit.* Unless otherwise provided in this Code, all licenses and permits shall be displayed on the premises or vehicle for which it is issued. If a license or permit is required to be carried on the person, it shall be displayed to any law enforcement officer or other person authorized by ordinance to request the same.

(j) *Transfer.* No license or permit shall be transferable or assignable unless otherwise provided in this Code. No license or permit for environmental health services under section 106-4(b) shall be transferable or assignable unless otherwise provided in Wis. Admin. Code ch. ATCP 75.

(k) *Compliance with laws and regulations.* An express condition of holding a license or permit is compliance with all city, state and federal rules, regulations, laws and ordinances.

(l) *Suspension or revocation of license or permit.*

(1) Except as otherwise provided by state law or this Code, any license or permit issued by the city may be revoked or suspended for any of the following reasons:

a. A violation of any term, condition or requirement of the license or permit;

b. A violation of any federal, state or city law, regulation or ordinance pertaining to the license or permit whenever such violation is substantially related to the licensed or permitted activity.

(2) Except as provided in subsection (l)(3) of this section, upon the filing of a complaint alleging any violation identified in subsection (l)(1) of this section and requesting the suspension or revocation of a license or permit, the common council shall schedule a hearing on the same. Any complaint filed under this subsection shall be made by the department head of the department issuing such license or permit.

(3) Upon the filing by the city health officer/director of a complaint requesting the suspension or revocation of a license or permit issued under section 106-4(a) or (b), the board of health shall schedule a hearing thereon.

(4) All hearings conducted under this section shall substantially comply with the provisions of Wis. Stats. § 68.11. Judicial review of the decision on suspension or revocation shall be governed by Wis. Stats. § 68.13.

(5) A license or permit suspension shall be for not less than ten days and not more than 90 days. A license or permit revocation shall be for 12 months during which time the licensee or permittee shall be ineligible to apply for reinstatement of a license or permit that has been revoked.

(6) No hearing shall be required or held for the revocation of a revocable occupancy permit issued under section 106-6(b) or (c) if such revocation is made pursuant to the terms of said permit.

(Code 2001, § 106-2; Ord. No. 15-01, § 1, 1-6-2015; Ord. No. 18-03, § 1, 1-16-2018; Ord. No. 18-17, §§ 1, 2, 8-21-2018; Ord. No. 19-23, § 1, 11-19-2019)

Sec. 106-3. Licenses required under other chapters of this Code.

The following licenses are required under the Code section noted:

(1) Alcohol beverage and operator licenses: chapter 7;

(2) Concrete worker's license: section 22-10;

(3) Dog and cat license: section 86-1;

(4) Beekeeping license: section 86-7;

(5) Mobile home park: section 90-4;

(6) Sign contractor: chapter 14;

(7) Auto salvage yard: section 110-1;

(8) Junk collector/dealer: section 110-1;

(9) Shows and amusement, carnival: section 110-2;

(10) Public dance: section 110-3;

(11) Cigarette/tobacco: section 110-4;

(12) Sexually oriented adult entertainment establishment: section 110-5;

(13) Pawnbrokers, secondhand article dealers and secondhand jewelry dealers: section 110-6;

(14) Taxicabs: chapter 118.

(Code 2001, § 106-3; Ord. No. 15-01, § 1, 1-6-2015; Ord. No. 15-32, § 2, 12-1-2015; Ord. No. 17-09, § 1, 6-6-2017)

Sec. 106-4. Licenses required under this chapter.

(a) *Weights and measures regulations.*

(1) *Application of state codes.* Except as otherwise specifically provided in this section, the statutory provisions provided in this section, the statutory provisions of Wis. Stats. ch. 98, Weights and Measures, and Wis. Admin. Code ch. ATCP 92, Weighing and Measuring Devices, are adopted and by reference made a part of this section as if fully set forth herein. Any act required to be performed or prohibited by any statute or code incorporated herein by reference is required or prohibited by this section. Any future amendments, revisions or modifications of the statutes incorporated herein or administrative code provisions incorporated herein are intended to be and are made a part of this section. This section is adopted pursuant to the provisions of Wis. Stats. ch. 98, including all amendments thereto.

(2) *Appointment of inspectors.* In order to assure compliance with this section, the city hereby grants the authority and duties of sealers and inspectors required by this section to the city sanitarian.

(3) *Definitions.* The following words, terms and phrases, when used in this subsection (a), shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Commercial weighing or measuring devices. Devices used or employed in establishing the size, quantity, extent, area or measurement of quantities, things, produce or articles for sale, hire or award, or in computing any basic charge of payment for services rendered on the basis of weight of measure.

Weights and measures program. The program that includes administration and enforcement of this section, Wis. Stats. ch. 98, and applicable Wisconsin Administration Code provisions, and any related actions.

(4) *License.*

a. *Annual license.* The owner/possessor of weighing and measuring devices shall no later than March 1 of each year file an annual weights and measures license form with the health officer, listing the number and type of devices either owned or leased as of January 1 of each year.

b. *Annual license fee.* The city shall annually assess license fees to each person/business based on their number of weighing and measuring devices, either owned or leased, as of January 1 of each year. The yearly license fee shall be determined by dividing the actual costs of the weights and measures program by the number of weighing and measuring devices known to exist within the city's jurisdiction multiplied by the number of devices under the control of each person/business. The total of the fees assessed and the fees collected shall not exceed the actual costs of the weights and measures program.

c. *Health officer to prepare fee schedule.* The health officer shall at least annually prepare a schedule of license fees and the city shall mail to each business an invoice of the amount of the license fee. Each business shall pay the license fee within 20 days after the date the invoice is mailed.

d. *Failure to pay license fee.* If the license fee is not paid within 30 days of the date of the mailing of the invoice, an additional administrative collection charge of ten percent of the total fee shall be

added to the amount due, plus interest shall accrue thereon at the rate of 1.5 percent per month or fraction thereof until paid. To the extent permitted by law, if the business owner is the owner of the real estate premises where the weights and measures devices are located, any delinquent license fee shall be charged to the real estate premises for current services.

e. *Mailing of notices.* License forms, notices and invoices shall be considered mailed to a business when mailed by first class mail, postage prepaid, to the business address.

f. *Change of ownership.* The owner/possessor of weighing and measuring devices as of January 1 of each year shall be assessed for fees under this section, regardless of any change in ownership or possession of such devices during the year.

(5) *Penalty.* In addition to any other remedy, any person who fails to comply with the provisions of this subsection (a) shall, upon conviction thereof be subject to forfeiture as determined by resolution of the common council. Each day a violation exists or continues shall constitute a separate offense.

(b) *Health department licensing under department of agriculture, trade and consumer protection and department of safety and professional services.*

(1) *Definitions.* The following words, terms and phrases, when used in this subsection (b), shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Health officer means the person appointed under section 74-2, or that person's designee.

License/permit means licenses/permits authorized through agent status with the state under Wis. Stats. §§ 97.41, 97.615, and 250.01 and Wis. Admin. Code ch. ATCP 74.

(2) *License/permit required.* No person shall operate or open for public use, such business or use as set forth in subsections (b) and (d) of this section without the proper license/permit. All license/permit fees shall be as determined by resolution of the common council, which may also include, but are not limited to, reinspection fees, late fees, penalties and fees for expedited process.

(3) *Agent status.* Pursuant to Wis. Admin. Code ch. ATCP 74, the city health department shall collect fees, issue licenses and permits, inspect and enforce all provisions of the following state administrative codes and all amendments thereto, which are incorporated by reference:

a. Retail food establishments (including restaurants and food vending), Wis. Admin. Code ch. ATCP 75 and Wis. Admin. Code ch. ATCP 75 appendix (Food Code).

b. Swimming pools, Wis. Admin. Code ch. ATCP 76.

c. Tattoo and body piercing, Wis. Admin. Code ch. SPS 221, except practitioner's license, which is issued by the state.

d. Recreational and educational camps, Wis. Admin. Code ch. ATCP 78.

e. Campgrounds, Wis. Admin. Code ch. ATCP 79.

f. Hotels, motels and tourist rooming housing, Wis. Admin. Code ch. ATCP 72.

g. Bed and breakfast establishments, Wis. Admin. Code ch. ATCP 73.

(4) *Penalties.* Notwithstanding anything herein to the contrary, any person who violates Section 106-4 (b)(3)f., hotels, motels and tourist rooming housing, Wis. Admin. Code ch. ATCP 72, shall be subject to a forfeiture not to exceed $2,000.00 for each act of violation, together with costs and penalty assessments. Each day upon which any such violation occurs shall constitute a separate offense.

(c) *Inspections.*

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(1) *Inspection frequency.* An inspection of licensed facilities under the scope of this section shall be performed at least once per year. All retail food establishments shall be assigned a risk category and inspected at a frequency as recommended by the FDA Voluntary Retail Program Standards. Inspection frequency of retail food establishments shall be based on risk category where complex establishments and establishments with a history of chronic priority violations shall be prioritized for inspections over the one annual inspection as required by the WDATCP agent contract.

(2) *Report of inspections.* Whenever an inspection of a retail food or recreational establishment is conducted the findings shall be entered into the HealthSpace program. The inspection shall include observations and violations to this section. A copy of the completed inspection shall be left with the person in charge and a copy shall be provided to the licensee at the conclusion of the inspection. An acknowledge email of the report shall be considered acceptable receipt.

(3) *Correction of violations.* The completed inspection report shall specify a reasonable amount of time for the correction of the violations found during the inspection. It shall be the expectation that violations will be corrected during the inspection when possible at the discretion of the sanitarian.

(4) *Access.* Sanitarian, after providing proper identification, shall be permitted to enter the retail food establishment or recreational establishment at any reasonable time to determine compliance with this regulation.

(5) *Hours of inspection.* Inspections shall be made during the regular operating hours of the establishment and primarily during the regular office hours of the city health department (8:00 a.m. to 4:30 p.m. Monday through Friday), unless circumstances necessitate conducting an inspection at a time other than normal health department business hours. In the event a mobile or temporary permit is issued to an operator conducting business only within the city an inspection shall be done in conjunction with the event, including weekends or evenings.

(d) *Mobile food establishments.*

(1) *Definitions.* The following words, terms and phrases, when used in this subsection (d), shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Edible goods means and includes, but is not limited to:

a. Prepackaged and prepared food, including, but not limited to, ice cream, hot dogs, desserts, and pizza.

b. On-site prepared food, including, but not limited to, shaved ice, sandwiches, and tacos.

Ice cream truck or van means a commercial vehicle that serves as a mobile retail outlet for ice cream, popsicles, frozen yogurt and/or other similar frozen treats usually during the summer months, where the vehicle remains stationary only as long as necessary to complete a sales transaction and in no case longer than ten minutes, provided that the vehicle does not obstruct a normal traffic lane and is not operated in a manner which obstructs the normal flow of traffic.

Mobile means the state of being in active, but not necessarily continuous movement.

Mobile food establishment means a restaurant or retail food establishment where food is served or sold from a movable vehicle, trailer or cart which periodically or continuously changes location and requires a service base to accommodate the unit for servicing, cleaning, inspection and maintenance or except as specified in the state food code.

Mobile food vendor means the registered owner of a mobile food establishment or the owner's agent or employee, or any business which sells edible goods from a mobile food establishment within the city.

Sell means the act of exchanging a good for profit or in return for a donation.

Service base means an establishment operated under license or permit of an appropriate regulatory authority where food is manufactured, stored, prepared, portioned or packaged, or any combination of these, where such food is intended for consumption at another establishment or place, and where such units are serviced, cleaned, supplied, maintained, and where the equipment, utensils and facilities are serviced, cleaned and sanitized.

Vehicle means any motor vehicle as defined by Wis. Stats. § 340.01(35) or trailer as defined by Wis. Stats. § 340.01(71). The term "vehicle" shall also include any bicycle or other self-propelled device.

Vend means to sell or to transfer the ownership of an article to another for a price in money.

(2) *License.*

a. *Issuance.* The city health department shall only issue a license to mobile or temporary food establishments who operate solely with the city limits. All other mobile food establishments and temporary establishments shall be licensed by the WDATCP. If the mobile food establishment service base is within the city limits, the city health department shall license that service base.

b. *Required—City health department.* All mobile food establishments used for vending food shall be licensed for such use by the city health department and all other applicable health agencies. Mobile food establishments shall acquire the appropriate licenses and permits for any additional food items not required under this subsection if deemed necessary by the city health department.

c. *Required—City clerk business license.* Every mobile food vendor shall have a license issued by the city clerk to conduct business in the city. Each mobile food establishment shall be licensed separately. A mobile food establishment license shall expire on June 30 each year.

d. *Fee.* The license to operate a mobile food establishment shall be as determined by resolution of the common council. If an applicant requests a license under this subsection from an existing city-based business that sells food-based products, the license, as determined by resolution of the common council, shall be less than the fee for a non-city based business.

e. *Renewal.* Upon renewal of license, each applicant must provide a new application, such renewal fee as is determined by resolution of the common council and any new permitting documentation upon the license renewal. License renewal from an existing city-based businesses shall be as determined by resolution of the common council, which shall be less that the renewal fee for a non-city based business. If the applicant fails to submit the application and renewal fee within 30 calendar days after the expiration of the license, the applicant shall reapply as a new applicant.

f. *Transfer.* A license issued under this subsection shall be not transferable from person to person. A license is valid for one vehicle only and shall not be transferrable between vehicles.

g. *Surrender; alteration; failure to display.* On the expiration of a license issued under this subsection, the license holder shall surrender the license to the city clerk. No person shall alter or change in any manner any license issued under the provisions of this subsection, and such alteration or the failure of the holder of the license to display the license in a conspicuous place on the mobile unit or his or her person or to exhibit the license upon demand of any officer or customer or prospective vendee shall be cause for revocation of such license.

(3) *License application process.*

a. *Application.* Any person desiring to operate a mobile food establishment shall apply for a license on a form provided by the city clerk and pay the proper license fee for each mobile food

establishment managed by the person. The application shall be forwarded to the police department for review. If the police department approves the application and all other requirements of section 106-2 are met, the clerk shall issue the license to the applicant.

b. *Application denial.* An applicant of a mobile food establishment may be denied where:

1. The circumstances of a pending criminal charge against the applicant substantially relate to the licensed activity.
2. The applicant has been convicted of any felony, misdemeanor or other offense, the circumstances of which substantially relate to the circumstances of the particular job or licensed activity.
3. The applicant made a false statement on the application.
4. The applicant is under 18 years of age.
5. Any other reason provided under section 106-2.

c. *Appeal.* If the license is denied, the applicant may appeal as provided in section 106-2(g).

(4) *License suspension or revocation.* A license issued under this subsection may be suspended or revoked as provided in section 106-2(l).

(5) *Insurance.*

a. *Liability insurance.* The license holder under this subsection shall have in force liability insurance for each mobile food establishment.

b. *Proof of insurance.* As evidence of liability insurance, the licensee shall furnish a certificate of insurance, on a form acceptable to the city, evidencing the existence of adequate liability insurance naming the city, its employees and agents as additionally insured in an amount not less than $1,000,000.00. Whenever such policy is cancelled, not renewed, or materially changed, the insurer and the licensee shall notify the city by first class mail.

(6) *Sanitation requirements.*

a. Mobile food establishments shall comply with all regulations of the state food code and the city health department, including, but not limited to, the time, temperature, plumbing, operation and maintenance for mobile food establishments.

b. Mobile food establishments shall comply with all regulations of the state food code and city health department regarding preparation facilities, serving areas and operation areas.

c. The licensees of the mobile food establishment or employees thereof shall abide by the request of the city health department for annual inspections of the establishment at a location designated by the health department.

d. Authorities of the city health department may require that mobile food establishments found to violate sanitation and health requirements to have follow-up inspections to verify compliance.

e. Service base.

1. All mobile food establishments shall have a mobile service base to store and prepare food and all supplies. No food items are allowed to be stored or prepared in a private residence or garage unless approved by the city health department.
2. Mobile food establishments shall be inspected prior to preparing or cooking any food on site.

3. All mobile food units shall be cleaned and serviced as often as necessary from the service base.
4. The service base shall be inspected and approved by the city health department prior to operating the mobile food establishment.
5. All mobile food establishments shall return to its service base at least once every 24 hours for service and maintenance.

(7) *Conduct of business.*

a. *Regulations generally.* The following regulations shall apply to mobile food establishments during the regular order of business:

1. In addition to those areas identified in subsection (d)(7)c of this section, properly licensed mobile food truck establishments may vend from city street right-of-way under the terms and conditions of this section.
2. A licensee shall not falsely or fraudulently misrepresent the quantity, character or quality of any article offered for sale or offer for sale any unwholesome or tainted edible goods, nor intentionally misrepresent to any prospective customer the purpose of his or her solicitation, the name of the business of his or her principal, if any, the source of supply of the goods, ware or merchandise which he or she sells or offers for sale or the disposition of the proceeds of his or her sales.
3. A licensee shall not use the license provided by the city after expiration or revocation of the license.
4. A licensee shall keep the premises in a clean and sanitary condition and the edible goods offered for sale well covered and protected from dirt, dust and insects. All food vendors shall comply with requirements of state and local authorities.
5. A licensee may vend, sell or dispose of, or offer to sell, vend, or dispose of goods, wares, or merchandise in the city between the hours of 6:00 a.m. and 9:00 p.m. All sales within the portion of the city Main Street District, as defined and displayed in Exhibit A of the ordinance from which this section is derived (on file in the office of the city clerk), shall be allowed between the hours of 6:00 a.m. and 3:00 a.m.
6. No mobile food establishment shall conduct business at a stationary location for a duration exceeding four hours per location per day. No mobile food establishment shall be left unattended during operation.
7. All persons conducting business on a sidewalk or terrace must maintain within 25 feet of their sales location, a clean, sanitary and hazard-free condition, and shall not discharge any material onto the street, sidewalk, gutters or storm drain. Each person conducting business on a sidewalk or terrace under the provisions of this chapter shall carry a minimum 30-gallon container for placement of such litter by customers or other persons.
8. A vehicle or other on-street unit which is operated for the purpose of selling food from the unit shall be operated only by a person who has obtained a license or by the employee of the person who obtained a license under this subsection.
9. No person may sell or vend any item upon any premises if there is placed signage prohibiting the activity.
10. All business activity relating to the mobile food establishments in the public street right-of-way shall be conducted from the curbside of the vehicle at all times. No sales shall be made

from a vehicle except from the curbside of said vehicle, unless otherwise authorized by the owner of private property.

11. No food service shall be prepared, sold, or displayed outside of the mobile food establishment.

12. No person shall provide or allow any dining area to the mobile food establishment, including, but not limited to, tables and chairs, booths, stools, benches or stand-up counters.

13. Signage may only be permitted when placed on the mobile food establishment. No separate freestanding signs are permitted.

14. Any special or civic event organizer desiring to hold five or more mobile food establishments on the property where the event will be held shall notify the city health department at least ten business days prior to the event.

b. *Vehicle regulations.*

1. Any vehicle or other on-street units used for vending food in any public street must be designed and constructed specifically for the purpose of vending the product or products to be vended.

2. Amplified music or other sounds from any vehicle or unit used for the purpose of vending products in the public streets shall comply with city noise regulations.

3. All mobile food establishments shall be entirely self-contained in regard to gas, water, electricity, and equipment required for operation of the unit.

4. All mobile food vehicles must have valid license plates and registration as provided by Wis. Stats. ch. 341.

5. No vehicle or unit may violate any traffic or parking statute or ordinance when stopping to make sales.

6. No flashing or blinking lights, or strobe lights are allowed on a mobile food establishment or related signage when the establishment is parked and engaged in serving customers. All lighting is subject to review by the city engineer and shall be removed if deemed to be in conflict with safe travel.

7. All mobile food establishments shall comply with all federal, state, and local regulations regarding vehicle size requirements.

c. *Zoning restrictions.* The vendor of the mobile food establishment shall not operate in a congested area where such operation impedes or inconveniences public use. No vendor shall engage in the licensed business on any public park unless a park vending permit has been issued by the board of park commissioners for such activity pursuant to section 30-2(j), nor shall any vendor engage in the licensed business upon any playground, school, library or other public premises.

d. *Exemptions.*

1. Upon application and approval from the board of public works, the licensee may periodically and infrequently extend the hours of service of the mobile food establishment outside the designated zone displayed in Exhibit A of the ordinance from which this section is derived from 6:00 a.m. to 3:00 a.m. for business purposes only. This exemption shall not be applicable in any residential zoning district. (Exhibit A is on file in the office of the city clerk.)

2. Upon application and approval from the board of public works, the owner of private property may allow more than two mobile food establishments to conduct business on said property during the normal hours of operation.

3. For events holding a special event permit, a mobile food establishment may conduct business on publicly owned property as allowed by the event permit holder.

(8) *Penalties.* A licensee or vendor who violates any provision of this subsection (d) or any regulation, rule, or order made hereunder shall be subject to a forfeiture of not less than $1.00 nor more than $1,000.00 for each offense.

(Code 2001, § 106-4; Ord. No. 15-09, § 2, 2-17-2015; Ord. No. 15-10, §§ 1, 2, 2-17-2015; Ord. No. 15-27, § 1, 11-3-2015; Ord. No. 16-07, § 1, 4-19-2016; Ord. No. 17-09, § 2, 6-6-2017; Ord. No. 17-23, § 2, 12-5-2017; Ord. No. 18-03, § 2, 1-16-2018; Ord. No. 20-08, § 1, 5-16-2020)

Sec. 106-5. Permits required under other chapters of this Code.

The following permits are required under the Code section noted:

(1) Special permit allowing alcohol beverages in the streets: section 7-9;

(2) Floodplain land use: section 16-60(2);

(3) Block party: section 22-8(b);

(4) Building materials in street: section 22-9;

(5) Excavation: section 22-11;

(6) Curb cut: section 22-15;

(7) Sump pump installation: section 26-7(b);

(8) Private well: section 26-13;

(9) Water meter installation: section 26-14(b);

(10) Post-construction runoff: section 28-18;

(11) Pertaining to park use:

a. Goose patrol: section 30-2(d);

b. Authorizing possession of intoxicating liquor in park: section 30-2(h);

c. Park private vendor: section 30-2(j);

d. Boat ramp: section 30-4(h);

e. Use of park by private and public groups: section 30-6;

(12) Pertaining to public trees:

a. Planting, removal, maintenance and protection of public trees: section 30-8(g);

b. Trim public trees: section 30-9(c);

c. Preventing access of air and water to public trees: section 30-9(e);

d. Planting trees on streets: section 30-11(a);

(13) Soil erosion control: section 42-10;

(14) Building: chapter 54;

(15) Moving or razing structure: section 54-9;

(16) HVAC: section 54-11;

(17) Electrical: chapter 62;

(18) Plumbing: chapter 66;

(19) Chicken keeping: section 86-5;

(20) Mobile home off mobile home park: section 90-3;

(21) Mobile home parking: section 90-10;

(22) Sign: chapter 14;

(23) Solicitor/direct seller: chapter 114;

(24) Room tax: section 134-1;

(25) Parade: section 138-2.

(Code 2001, § 106-5; Ord. No. 15-01, § 1, 1-6-2015)

Sec. 106-6. Permits required under this chapter.

(a) *Special events.* This section applies to any public event, ceremony, demonstration, exhibition, march, pageant, parade, procession, race, athletic event, show or other similar display which interferes with the usual flow or regulation of traffic upon the streets, sidewalks, or rights-of-way, or the usual use of parks or other public grounds.

(1) *Definitions.* The following words, terms and phrases, when used in this subsection (a), shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

High hazard event means special events involving major physical activity by participants, moderate to severe exposure of spectators to hazards, and/or crowd sizes of 10,000 to 25,000 persons. High hazard events shall include, but not be limited to, events with more than 20 pounds of propane, and/or liquid petroleum (LP), and/or deep fat fryers, circuses and carnivals with rides, parades with floats, marathons or similar races, and team or individual sporting events.

Low hazard event means special events involving no physical activity by participants, no severe exposure of spectators to hazards, and no alcoholic beverages. Low hazard events shall include, but not be limited to, indoor and outdoor meetings, small theatrical performances, estate sales and auctions.

Medium hazard event means special events involving limited physical activity by participants, no severe exposure of spectators to hazards, and crowd sizes of less than 10,000 persons. Medium hazard events shall include, but not be limited to, dances, animal shows, political rallies, flea markets, and parades with no floats.

Special hazard events means special events involving severe exposure of spectators to hazards and/or crowd sizes in excess of 25,000 persons. Special hazard events shall include, but not be limited to, professional or collegiate sporting events, vehicle races and fireworks displays.

(2) *Permit required.* No person, organization or entity shall conduct, manage, engage in, or participate in a special event unless a permit has been obtained from the city clerk. The special event permit shall be in addition to any underlying permit requirement (i.e., parade permit; park use agreement).

(3) *Exceptions.* This section shall not apply to funeral processions, to neighborhood block parties in compliance with section 22-8, or to a governmental agency acting within the scope of their governmental function.

(4) *Application.*

a. *Filing and contents.* An application for a special event permit shall be filed with the clerk not less than 60 days before the proposed date of the event on a form to be provided by the clerk unless the permit request is for First Amendment expression purposes, in which case the application shall be filed within seven calendar days of the event. The application shall set forth the following information:

1. The name, address, and contact information of the person seeking to conduct such event.
2. The names, addresses, and contact information of the event coordinator and the on-site contact.
3. The date when the event is to be conducted.
4. The hours such event will start and terminate, including set-up and take-down times.
5. The event location or route to be traveled, the starting point, and the termination point, if applicable.
6. The approximate number of persons who, and animals and vehicles which, will constitute such event; the type of animals; and description of the vehicles, if applicable.
7. A statement as to whether the event will occupy all or a portion of the width of any streets, including the names of the streets so affected.
8. Whether any alcoholic beverages and/or food will be served and/or consumed in conjunction with the event, the locations of such activities, and whether the necessary licenses have been obtained.
9. Any additional information which the clerk finds reasonably necessary to a fair determination as to whether a permit should be issued.

b. *Late applications.* The clerk, where good cause is shown, may consider any application which is filed less than 60 days before the date such event is proposed to be conducted. Permit fees for processing late applications shall be doubled. Late application fees for IRS 501(c) organizations shall be the regular special event application fee.

c. *Fees.*

1. A non-refundable application fee to cover the administrative costs of processing the permit shall be paid to the city by the applicant when the application is filed according to the schedule of fees adopted by resolution of the common council.
2. The timely application fee and underlying permit fees other than park rental fees (unless earlier waived by the park board) are waived for events sponsored by charitable organizations which have IRS section 501(c) status.
3. Fees for services provided by the city for the event will be estimated by the city at the time of application. Events for which the estimated service fees are $200.00 or less shall be billed for the services at the conclusion of the event. Events for which the estimated service fees are more than $200.00 shall pay 50 percent of the estimated fees to the city clerk as a down payment at least 14 days prior to the start of the event. After the event, the city shall determine the actual service fees incurred and bill the applicant for those service fees less

the deposit paid. The permit applicant shall pay such service fee bill within 30 days of receipt thereof.

4. A cancellation charge shall be paid for events that are cancelled within 14 days of the scheduled start day of the event. The cancellation charge shall be based upon city costs incurred in preparing for the event prior to cancellation and shall be deducted from the service fee down payment referenced in subsection (a)(4)c.3 of this section. The minimum cancellation charge shall be $100.00.

d. *Insurance and indemnification.*

1. *Insurance.* Proof of general liability insurance in the amounts listed below shall be provided by the applicant. All such insurance policies shall name the city as an additional insured for the purposes of the special event. All policies of insurance shall provide the city not less than 30 days' notice of policy cancellation.

(i) Low and medium hazard events: $1,000,000.00 per occurrence.

(ii) High hazard and special hazard events: $2,000,000.00 per occurrence. Higher insurance limits may be required for particular high hazard events as determined necessary by the city attorney.

2. *Indemnification.* Permit holder shall indemnify and save and hold the city and all of its officers, employees and agents harmless from any and all injury that may occur to any party as the result of the event permitted. This provision is intended to indemnify and hold harmless the city to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, permit holder shall maintain a general liability insurance policy on its event/operations as required in subsection (a)(4)d.1 of this section.

(5) *Additional city services.*

a. If the special event will require more than the minimal use of any city equipment or services, the applicant shall pay a fee for such services. This may include, but is not limited to, police services, fire/rescue services, barricades and the like. The fee for such equipment or services shall be the actual city personnel costs expended and/or fees as determined by resolution of the common council. Charitable organizations which have IRS 501(c) status shall be charged 50 percent of the established fee for events which start and stop within the corporate limits of the city; events which do not start and stop in the city are not eligible for a service fee reduction. As a condition of the approval of any application, the applicant shall agree to pay, within 30 days of billing, the costs of any additional city services.

b. No service fees shall be charged to IRS 501(c) applicants who do not collect any form of revenue, payment, entrance fee, application fee or cost sharing arrangement, whether in the form of money, in-kind benefit, or repayment deferment or forgiveness from event participants, patrons or event sponsors. This exception shall apply to all events occurring in 2016 and after.

c. To ensure public safety for the event and the city, the city reserves the right to require special events to maintain minimum levels of dedicated fire/EMS services and police/security services throughout the duration of the event. Estimated minimum services will be determined prior to the event (see guidelines) but may reasonably increase or decrease as actual event conditions change to ensure public safety. Actual public safety services shall be determined in the sole discretion of the police/fire chief or their respective designee. Outside vendors may be retained for such services; however, city approval of such vendors and services shall be obtained prior to the event. If the use of outside public safety vendors is approved, the city may require that, in

addition to the outside public safety presence, city personnel and/or equipment be present to manage any public safety event that may occur. The city reserves the right to reject any or all outside vendors for any reason or no reason.

(6) *Standards for issuance.* The clerk shall issue the permit when, from a consideration of the application, consultation with other city departments as necessary, and from such other information as may otherwise be obtained, it appears that:

a. The applicant has complied with all of the application requirements of subsection (a)(4) of this section.

b. The conduct of the event will not substantially interrupt the safe and orderly movement of other traffic in the vicinity of its location.

c. The conduct of the event will not require the diversion of so great a number of police officers or emergency medical personnel as to prevent normal public safety protection to the city.

d. The concentration of persons, animals, and vehicles at the event will not unduly interfere with proper fire and police protection of or ambulance service to areas in the vicinity of the event.

e. The conduct of the event will not unduly interfere with the operation of hospitals, schools, or other public institutions.

f. The parade is scheduled to move from its point of origin to its point of termination expeditiously and without unreasonable delays in route.

g. The special event will not conflict or interfere with another special event for which a permit has already been granted.

h. There are a sufficient number of parking spaces within a reasonable distance to accommodate the number of vehicles expected.

i. Adequate sanitation or other necessary health facilities will be available at the event.

j. The conduct of the event is not reasonably likely to cause injury to persons or property.

k. The applicant has no history of noncompliance with any city or state regulation pertaining to the activities covered by this section.

(7) *Action upon application.* The clerk shall provide written notice of the issuance or denial of the permit within 30 days of receipt of an application, unless the permit request is for First Amendment expression purposes within a public forum, in which case the written notification shall be provided within three days of application. If the application is denied, the notice shall state the reasons for the denial.

(8) *Appeal procedure.* Any person aggrieved may appeal the denial of a special event permit as provided in section 106-2(g).

(9) *Duties of permittee.* A permittee hereunder shall comply with all permit directions and conditions and with all applicable laws and ordinances.

(10) *Event cancellation.* The city administrator or fire department battalion chief may cancel a special event, regardless of whether a permit has been issued or not, with or without prior notice, due to any significant change in conditions which would or may adversely affect the public health or safety of the community, or for any condition which places facilities, grounds, or other natural resources at risk of damage or destruction if the event were allowed to take place. All fees paid prior to cancellation will be refunded to the permit applicant.

(b) *Encroachments/obstructions upon right-of-way and other property owned by city (non-park) and the redevelopment authority of the city.*

(1) *General requirements.* Permission for encroachment or obstruction of city right-of-way or other non-park city or redevelopment authority owned property (herein, city-owned property), other than as allowed or permitted under other sections of this Code, shall be by revocable occupancy permit as provided in this section.

a. Request for a revocable occupancy permit shall be in writing and made to the development services director, or in the director's absence, the city administrator/assistant city administrator (director).

b. Each request shall describe the location of the encroachment/obstruction, the purpose of the encroachment/obstruction and the length of time it is expected to last. A map (scaled preferred) shall accompany the request.

c. Each requestor shall provide proof of liability insurance in such limits as approved by the city attorney, which policy of insurance shall name the city and, if applicable, the redevelopment authority of the city as an additional insured thereunder for the purposes of the activity allowed in the permit.

d. Revocable occupancy permits for encroachments/obstructions on right-of-way shall comply with Wis. Stats. § 66.0425.

e. Each request shall be reviewed by the director for compliance with state, federal and local transportation and accessibility requirements and for a determination of safety concerns associated with the encroachment or obstruction. If the director determines the request meets those requirements and all other requirements of this section, the city attorney shall draft the revocable occupancy permit, including such conditions as may be recommended by the director or such conditions as may be required under this Code or state or federal laws. Following execution of the permit by the applicant, it shall be executed by the planning director on behalf of the city.

f. Permits may be administratively renewed by the issuing party if all permit requirements continue to be met.

(2) *Specific permits.*

a. *News boxes.* In addition to meeting the requirements of subsection (b)(1) of this section, requests for placement of news boxes upon city right-of-way or other city property (non-park) shall meet the following:

1. Adequate pedestrian passageway shall be maintained.

2. No chaining, bolting, or other means shall be used to attach a news box to any property within public right-of-way without prior express written permission of the property owner.

3. News boxes shall be maintained in a safe, neat, and clean condition at all times. Any graffiti placed upon such boxes shall be removed within 24 hours of notice to permit holder.

4. The news box shall be no larger than 52 inches times 34 inches times 20 inches (height times width times depth).

5. Minimum adequate open space shall be provided as follows:

(i) At least two feet behind any curb face;

(ii) At least three feet behind any curb face at any place where parking is prohibited or stopping, standing or parking is restricted;

(iii) At least five feet from any driveway, fire hydrant, emergency facility or bus shelter opening;

(iv) At least 15 feet between news boxes and police or fire station driveway, railroad track and marked or unmarked crosswalk.

6. No news box shall remain empty of current publications for more than 14 consecutive days.

7. Allowable advertising, other than the name of the publication, shall appear only once, shall be on the side of the news box facing away from the street, and shall not exceed 18 inches by 18 inches.

b. *Sidewalk cafe permit.* In addition to the requirements of subsection (b)(1) of this section, requests for a cafe permit for use of city right-of-way or other city property (non-park) shall meet the following:

1. *Definitions.* The following words, terms and phrases, when used in this subsection (b)(2)b, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Class B license means such alcohol beverage license as is issued by the common council allowing the sale and consumption of alcohol beverages on a licensed premises.

Sidewalk cafe means any group of tables, chairs, benches, or partitions maintained upon the city's right-of-way or public sidewalks and walkways for use directly adjacent to an establishment with a valid restaurant license.

2. *Sidewalk cafe permit.*

(i) Any sidewalk cafe permit applicant seeking to serve alcohol beverages in the sidewalk cafe shall make separate application to amend the applicant's "Class B" license to conform with the location of the sidewalk cafe.

(ii) Outdoor furniture and equipment.

A. All tables, chairs and other materials and equipment placed on the permitted area for operation of the sidewalk cafe shall be portable and shall not be permanently affixed to the surface of the permitted area.

B. All outdoor furniture and equipment shall be removed from the permitted area before the close of business and not returned to the permitted area until the usual and customary opening of the sidewalk cafe each day. A permit applicant may request to be exempt from this section, which must be indicated on the permit application. Such requests are subject to the approval of the director of public works and the director of development services or their designees. If the request is approved, all furniture and equipment left outside overnight shall be stacked and secured in a single location against the permittee's building in a manner that prevents the furniture and equipment from being removed from the permitted area. An exemption shall not be approved under this section if requested in an area where the city has invested in beautification efforts.

c. *Construction staging purposes.* The director of public works or, in his/her absence, the city engineer (collectively public works director), may issue a revocable occupancy permit as meets the requirements of this section allowing for the temporary use of city right-of-way or other city

property for construction staging purposes. The public works director may set a reasonable fee for the privilege of such permit.

(c) *Encroachments/obstruction upon park property.* Permission for encroachment or obstruction of city-owned park property, other than as allowed or permitted under other sections of this Code, shall be by revocable occupancy permit as provided in this section.

(1) Request for a revocable occupancy permit shall be in writing and made to the director of parks, recreation and forestry, or in the director's absence, to the city administrator/assistant city administrator (park director).

(2) Each request shall describe the location of the encroachment/obstruction, the purpose of the encroachment/obstruction and the length of time it is expected to last. A map (scaled preferred) shall accompany the request.

(3) Each requestor shall provide proof of liability insurance in such limits as approved by the city attorney, which policy of insurance shall name the city as an additional insured thereunder for the purposes of the activity allowed in the permit.

(4) Each request shall be reviewed by the park director for compliance with state, federal and local transportation and accessibility requirements and for a determination of safety concerns associated with the encroachment or obstruction. If the park director determines the request meets those requirements and all other requirements of this section, the city attorney shall draft the revocable occupancy permit, including such conditions as may be recommended by the park director or such conditions as may be required under this Code or state or federal laws. Following execution of the permit by the applicant, it shall be executed by the park director on behalf of the city.

(5) Permits may be administratively renewed by the issuing party if all permit requirements continue to be met.

(d) *Special variance permit for noise regulation exceedance in conjunction with outdoor entertainment incidental to primary business activity.* Permission to exceed noise regulation limitations found in in conjunction with outdoor entertainment incidental to the primary business activity on premises which is not covered by any other permit issued by any city department shall be allowed only by permit issued by the health director as provided in this section.

(1) Application shall be made in writing to the health director. Such application shall include the following information:

a. Name, address and contact information of requestor;

b. Date and location of the outdoor entertainment event;

c. The time of date the entertainment is expected to begin and end;

d. A description of the proposed entertainment, including name of performing group and explanation regarding requestors belief that the performance will exceed the noise limits set forth by the city;

e. Reason permit is being requested, including steps to minimize noise; and

f. Such fee as is determined by resolution of the common council shall accompany the application.

(2) No permit may be issued if any conditions of a similar permit issued for the premises in the previous 12 months were violated or not met.

(3) No permit will be granted to allow noise regulation exceedances to continue past 11:00 p.m.

(4) Permits will be issued under this section only for occasional, periodic or sporadic public entertainment noise exceedances. No more than four specific events may be requested in a single permit application.

(5) The permit requestor shall notify all immediately adjacent property owners of any permit being granted under this section prior to the event.

(6) All permits issued shall be conditioned upon the following:

a. If sound amplification is to be used, it shall be positioned so as to face away from residential properties; and

b. Any amplified sound shall be maintained at a reasonable level and shall not interfere with other's enjoyment of the neighborhood.

(7) Appeal of a permit denial shall be as provided in subsection (e) of this section except that the appeal shall be to the board of health.

(e) *Appeal.*

(1) In the event an application for a revocable occupancy permit under this section is disapproved, the applicant shall be informed in writing within ten days of application of the reasons for disapproval. The applicant or any interested party may appeal the disapproval decision to the board of public works in the case of disapproval issued by the development services director or the public works director or may appeal the park director's decision to the board of park commissioners.

(2) Any such appeal shall be made within ten days of notice of disapproval. The appeal must be in writing and must state the reasons why the applicant believes the decision to be in error. Failure to state the reasons why the decision is in error shall result in automatic approval of the denial without further action.

(3) Within 20 days after receipt of the appeal, the proper board shall hold a hearing which substantially complies with the conduct hearing requirements of Wis. Stats. § 68.11(2). Within 20 days after the hearing, the board shall issue a written decision which shall affirm, reverse or modify the determination. This decision shall be a final decision. Judicial review of such decision shall be as provided in Wis. Stats. § 68.13.

(f) *Fee.* The fee for revocable occupancy permits issued under this section, other than for construction staging purposes, shall be as determined by resolution of the common council.

(g) *Fireworks and pyrotechnics display.*

(1) Pursuant to Wis. Stats. § 167.10, the mayor delegates to the fire chief or the chief's designee the authority to issue permits for the use within the city of those classes of fireworks or pyrotechnics for display within the city. No permit shall be issued to a person under the age of 18 years.

(2) No person shall possess or use fireworks or pyrotechnics for which a permit is required without such permit.

(3) Application for a permit shall be to the fire chief not less than 15 days in advance of the date of the display.

(4) Permittee shall save and hold the city harmless from any and all injury that may occur to any party as the result of permittee's use of fireworks/pyrotechnics for display within the city. This provision is intended to indemnify and hold harmless the city to the fullest extent permitted by law and includes the payment of reasonable attorney fees for the defense of any claims brought which can fairly be said to be under the intent and purpose of this hold harmless agreement. To secure such hold harmless agreement, permittee shall maintain a general liability insurance policy on its business operations in an amount of not less than $2,000,000.00 per occurrence and shall produce a certificate of insurance

demonstrating to the satisfaction of the city that the city is named as an additional insured for the purposes of the permit.

(5) Permittee shall comply with all requirements of Wis. Stats. § 167.10 and the current edition of the National Fire Protection Association Standard 1123 and all municipal ordinances in the handling of the fireworks/pyrotechnics.

(Code 2001, § 106-6; Ord. No. 15-01, § 1, 1-6-2015; Ord. No. 15-05, §§ 1, 2, 1-20-2015; Ord. No. 15-11, §§ 1, 2, 3-17-2015; Ord. No. 15-21, §§ 1, 2, 7-7-2015; Ord. No. 15-23, §§ 1, 2, 7-21-2015; Ord. No. 16-03, §§ 1—5, 1-19-2016; Ord. No. 16-13, § 1, 8-2-2016; Ord. No. 16-33, § 1, 12-20-2016; Ord. No. 19-23, §§ 2, 3, 11-19-2019; Ord. No. 19-31, §§ 1, 2, 12-17-2019; Ord. No. 21-12, § 1, 5-18-2021; Ord. No. 21-13, §§ 1, 2, 6-15-2021)

Sec. 106-7. Penalties.

Any person who violates this chapter shall be subject to such forfeiture as determined by resolution of the common council. Each act of violation and each day upon which a violation occurs or continues constitutes a separate offense.

(Code 2001, § 106-7; Ord. No. 15-11, § 3, 3-17-2015)

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**Board of Public Works**
FROM:	**Scott Thoresen**
SUBJECT:	**Ordinance #24-16 Amending Chapter 150 of the De Pere Municipal Code Regarding Traffic Regulations (Section 150-23; Schedules B and G)**

The Board of Public Works at the August 12, 2024 meeting approved amending Chapter 150, Schedules B and G of De Pere Municipal Code regarding the removal of stop sign on Flower Circle at Red Maple Road and add parking restrictions on the East and West side of Ninth Street 75 feet north of Park Street and moved to send it to the Common Council for approval. The motion passed with a 4-0 vote.

ATTACHMENTS:

- Ord24-16 (PDF)
- 2024 0812-CI-BOPW-PTTeam-Recommendations (PDF)
- Attachment 1-Email (PDF)
- Attachement 2 - MUTCD (PDF)

ORDINANCE #24-16

AMENDING CHAPTER 150 OF THE DE PERE MUNICIPAL CODE REGARDING TRAFFIC REGULATIONS (Section 150-23; Schedules B and G)

THE COMMON COUNCIL OF THE CITY OF DE PERE, WISCONSIN DOES ORDAIN AS FOLLOWS:

Section 1: Section 150-23, Schedule B (Stop Intersections/Right Turn No Stop), is hereby amended as follows:

DELETION:

Traffic On	***Stops At***
Flower Circle	Red Maple Road

Section 2: Section 150-23, Schedule G (Parking), is hereby amended as follows:

INSERTIONS:

No Parking Here to Corner			
Street	Side of Street	From Curb line or Feet/Dir. of Curb line	To Curb line or Feet/Dir. of Start
Ninth Street	E.	Park	75/N.

No Parking			
Street	Side of Street	From Curb line or Feet/Dir. of Curb line	To Curb line or Feet/Dir. of Start
Ninth Street	W.	Park (North Curb Line Extended)	75/N.

Section 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4: This ordinance shall take effect on and after its passage and publication.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/12/2024
Publication Date: _____
Effective Date: _____

CITY OF DE PERE

Public Works Department

925 S. Sixth Street, De Pere, WI 54115 | 920-339-4060 | www.de-pere.org

City Engineer Parking and Traffic Recommendations
July 25, 2024, Meeting

Pedestrian and Bicycle Items

1. Consider minor parking restrictions or moving the crosswalk at Ninth and Park Street crosswalk to improve visibility. BOPW 5/13/2024
    - This item is being reviewed again based on directions from the Board on May 13, 2024.
    - This intersection was reviewed in detail by the Engineering Department and did not identify issues at this location.
    - The Police Chief concurs that this intersection does not require additional improvements to safely cross. (see attached).
    - It was not possible to move the crosswalk due to the location of the driveway on the west side of Ninth Street.

    Recommendation:

    - Staff recommends a minor modification by restricting parking 75 feet north from the Park Street curb line extended on both sides. This will impact approximately two stalls.

2. Consider pedestrian upgrades such as a Rapid Rectangular Flashing Beacon (RRFB's) or other improvements to the crosswalk I41 on/off roundabouts at Scheuring Road. A picture of the location is shown below.



- This location does not meet the City policy for RRFB's.
- The challenge at this location is that vehicles are exiting I41 and entering an urban environment where they may not be expecting pedestrians.
- The MUTCD does have an option signage at multilane roundabouts for pedestrians (see attached).
- This is Brown County jurisdiction.

Recommendation:

- Staff recommends installation of pedestrian crossing signs per the MUTCD. Approval will be required from Brown County.

Signs – Other

3. Request from a resident to add a stop sign at W Fox Point Circle or eliminate stop sign at E Fox Point Circle at Red Maple Road for consistency.
    - Fox Point Circle and Red Maple Road are both local roads at these locations.
    - The stop sign on E Fox Point Circle was installed years ago when the street was constructed. At that time, stop signs were installed at most locations.
    - W Fox Point Circle was constructed a few years ago. Stop signs are not being installed on local streets now.

    Recommendation:
    - Staff does not have a strong opinion on this. Options are to 1) eliminate the stop sign at E Fox Point Circle, 2) leave as is, 3) convert the stop sign to a yield at E Fox

Point and add a yield at W Fox Point. Staff does not recommend adding a stop sign to W Fox Point.

4. Consider a four way stop at Chicago and Ontario, or other improvements for improved pedestrian safety in the summer when children are going to the park.
    - This location has pedestrian bumpouts at the crosswalk.
    - There is a curve to the east of the intersection which is the reason for the request.
    - A speed review was completed in the last week of June. The 85% speed east of the curve is 29.3 mph.
    - The recommended stopping site distance is 131 feet for a speed of 30 mph. The visibility at this location is approximately 154 feet.
    - This location does not meet warrants for a four-way stop.

    Recommendation:
    - Staff recommends placing a yield to pedestrian sign in the center of the road.

Betty Marovich

From: Jeremy Muraski
Sent: Monday, July 8, 2024 2:08 PM
To: James Boyd; Larry Delo; Eric Rakers; Jonathon Hansen; Pamela Gantz; Devin Perock; Mike Eserkaln
Subject: FW: 9th & Park St Intersection Frogger/Safety

Good afternoon all,

Our CPs participated in a Frogger event there and had good compliance rates. They will be doing another Frogger type enforcement effort there tomorrow. We are also having CPs run radar and check for speed compliance in that area as well. We do not have much in the way of data to support that there is excessive speeding, and there appear to be large gaps between vehicles to allow pedestrians to cross most of the time. We will continue to give this area attention, but right now there does not seem to be data to support making any changes to parking there.

Jeremy

Jeremy A. Muraski
Chief of Police
DE PERE POLICE
325 S. Broadway
De Pere, WI 54115
920.339.4084 x.1200

From: Chad Opicka <copicka@deperewi.gov>
Sent: Monday, July 8, 2024 2:00 PM
To: Jeremy Muraski <jmuraski@deperewi.gov>
Subject: RE: 9th & Park St Intersection Frogger/Safety

That's good timing with this question. I told them (CPs) to sit out there today to monitor it, for timely observations. This is on top of the Frogger activity. What Joe didn't mention in his response, which I spoke to him about… how were the gaps for pedestrians to cross 9th. Joe said there were large gaps, no issues for anyone wishing to cross while they were there. I know there were several requests years ago about removing the parking on 9th, in that area to help open the view up. However, with the road width, lack of crash data, etc., it was determined to be more advantageous to allow parking there. They'll sit out there more, which should tell drivers to slow down too. Though I'm not sure speeds were an issue there.

From: Jeremy Muraski <jmuraski@deperewi.gov>
Sent: Monday, July 08, 2024 1:38 PM
To: Charles Leiterman <cleiterman@deperewi.gov>; Joseph Johnson <jjohnson@deperewi.gov>; Chad Opicka <copicka@deperewi.gov>
Subject: FW: 9th & Park St Intersection Frogger/Safety

Do we have any state from Frogger at 9th/Park that I can pass on?

Jeremy A. Muraski
Chief of Police
DE PERE POLICE
325 S. Broadway
De Pere, WI 54115
920.339.4084 x.1200

From: Pamela Gantz <pgantz@deperewi.gov>
Sent: Wednesday, July 3, 2024 1:38 PM
To: James Boyd <jboyd@deperewi.gov>; Larry Delo <ldelo@deperewi.gov>; Eric Rakers <erakers@deperewi.gov>; Jeremy Muraski <jmuraski@deperewi.gov>
Cc: Jonathon Hansen <jhansen@deperewi.gov>; Mike Eserkaln <meserkaln@deperewi.gov>; Devin Perock <dperock@deperewi.gov>
Subject: Re: 9th & Park St Intersection Frogger/Safety

Hi,
I understand. No immediate rush.
I've added Mike and Devin.
Thank you.
Pamela

Get Outlook for iOS

From: James Boyd <jboyd@deperewi.gov>
Sent: Wednesday, July 3, 2024 1:09 PM
To: Larry Delo <ldelo@deperewi.gov>; Pamela Gantz <pgantz@deperewi.gov>; Eric Rakers <erakers@deperewi.gov>; Jeremy Muraski <jmuraski@deperewi.gov>
Cc: Jonathon Hansen <jhansen@deperewi.gov>
Subject: Re: 9th & Park St Intersection Frogger/Safety

In addition...the parking and traffic committee meets I am pretty sure every few months. You must tell them to let the process play out. If you don't want to talk with them or they don't seem satisfied have them call me.

Get Outlook for iOS

From: Larry Delo <ldelo@deperewi.gov>
Sent: Wednesday, July 3, 2024 12:50:41 PM
To: Pamela Gantz <pgantz@deperewi.gov>; Eric Rakers <erakers@deperewi.gov>; Jeremy Muraski <jmuraski@deperewi.gov>
Cc: Jonathon Hansen <jhansen@deperewi.gov>; James Boyd <jboyd@deperewi.gov>
Subject: RE: 9th & Park St Intersection Frogger/Safety

Hello Pamela:

Just as an FYI, I believe it is unlikely you will receive a response from staff before sometime later next week. Jeremy is off until then and I believe Eric is quite busy with other projects before the 4th of July holiday.

Larry Delo, ICMA – CM

(he/him)
City Administrator
City of De Pere
920-339-4044
Ldelo@deperewi.gov

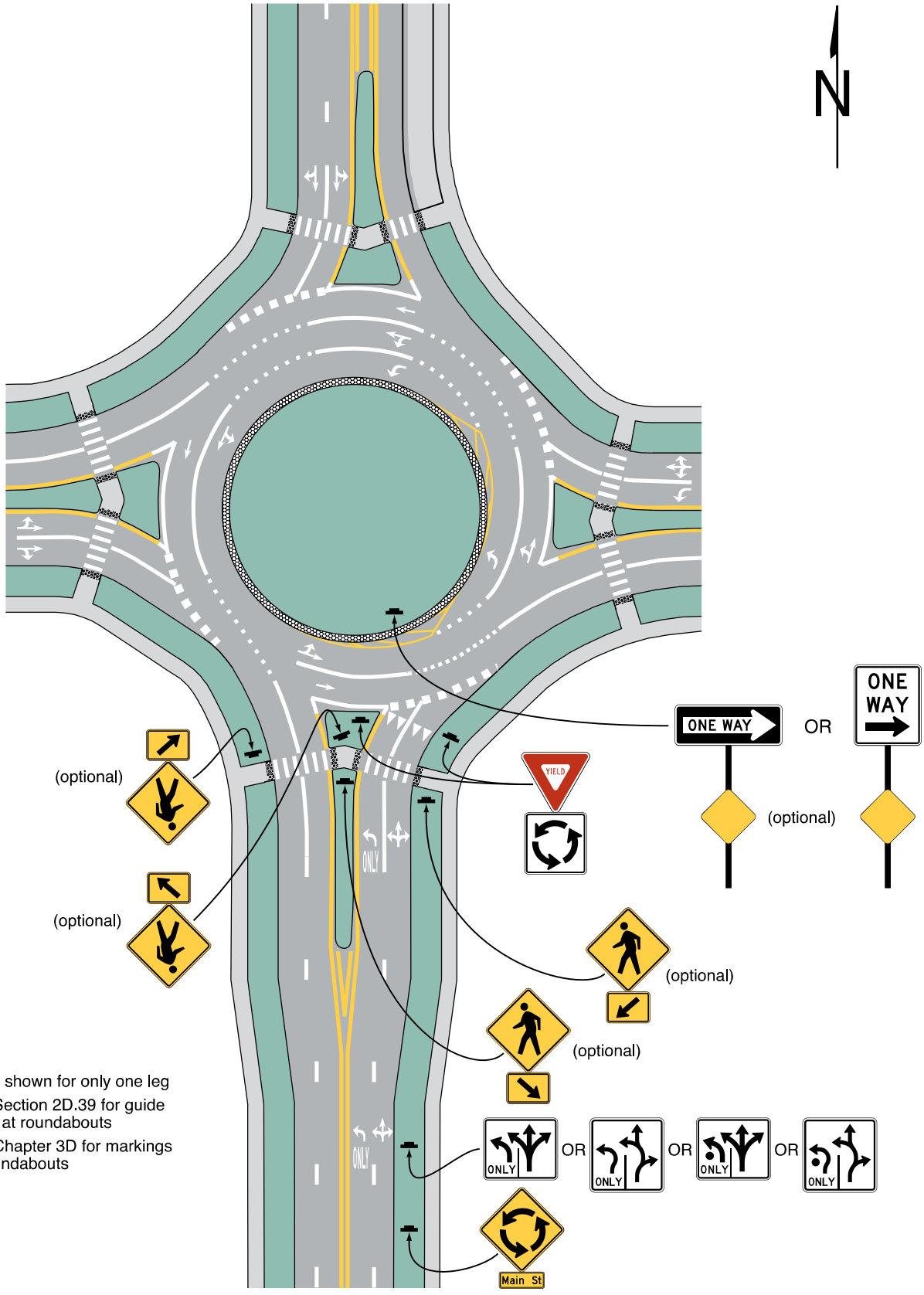
Genuine. Down to Earth. Forward Thinking. Rooted in Strong Values.

From: Pamela Gantz <pgantz@deperewi.gov>
Sent: Wednesday, July 3, 2024 12:10 PM
To: Eric Rakers <erakers@deperewi.gov>; Larry Delo <ldelo@deperewi.gov>; Jeremy Muraski <jmuraski@deperewi.gov>
Cc: Jonathon Hansen <jhansen@deperewi.gov>; James Boyd <jboyd@deperewi.gov>
Subject: 9th & Park St Intersection Frogger/Safety

Hi,
I hate to bother you as I know everyone is busy.but can anybody give me a status of the 9th and Park Street intersection issues please.
I know there was a Frogger event last week. What is the status of that?
I know we went before the board and were waiting to hear from the Safety Committee. Did they already meet on this issue or when is it as I could attend same possibly if needed.
The residents are looking for a status again.
Thank you. Have a good weekend.
Pamela

Get Outlook for iOS

Figure 2B-23. Example of Regulatory and Warning Signs for a Two-Lane Roundabout with Consecutive Double Lefts



Notes:

1. Signs shown for only one leg
2. See Section 2D.39 for guide signs at roundabouts
3. See Chapter 3D for markings at roundabouts

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**Police**
FROM:	**Jeremy Muraski**
SUBJECT:	**Resolution #24-70 Accepting Brown County Crime Prevention Funding Board Grant in the amount of $4,271.51 to the Police Department for Traffic Radar Speed Boards.**

Passed by Finance/Personnel Committee.

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

ATTACHMENTS:

- Reso24-70 (PDF)

RESOLUTION #24-70

ACCEPTING BROWN COUNTY CRIME PREVENTION FUNDING BOARD GRANT IN THE AMOUNT OF $4,271.51 TO THE POLICE DEPARTMENT FOR TRAFFIC RADAR SPEED BOARDS

WHEREAS, the Brown County Crime Prevention Funding Board (the "Board") offers a grant program funded by certain fees imposed upon criminal convictions which are annually distributed to groups or agencies for the use or purpose of crime prevention; and

WHEREAS, the Police Department submitted an application to the Board for $4,271.51 in funding for the purchase of two traffic radar speed boards and mounting brackets for use as traffic calming devices within the city; and

WHEREAS, the Board has approved the application and awarded the Police Department a grant for the full amount requested, recognizing the need to provide this important equipment to law enforcement officers for protection and safety; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends approval and acceptance of this generous grant.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Common Council hereby accepts the grant of $4,271.51 from the Brown County Crime Prevention Funding Board and thanks them for their very generous support.

BE IT FURTHER RESOLVED THAT:

> All City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/13/2024

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**Police**
FROM:	**Jeremy Muraski**
SUBJECT:	**Resolution #24-71 Authorizing Police Department Participation in CarFax for Police and Creation of Corresponding Fee.**

Passed in Finance/Personnel Committee with recommendation for $5 fee.

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

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

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

ATTACHMENTS:

- Reso24-71 (PDF)
- De Pere WI - CARFAX For Police Terms and Conditions (Execution Copy 07-10-24 rbg) (PDF)

RESOLUTION #24-71

AUTHORIZING POLICE DEPARTMENT PARTICIPATION
IN CARFAX FOR POLICE AND CREATION OF CORRESPONDING FEE

WHEREAS, the Police Department wishes to join several other law enforcement agencies in Brown County in utilizing CarFax for Police to publish accident reports for electronic access by the public, insurance companies, attorneys, etc.; and

WHEREAS, participation in this service would also allow the department to have access to the CarFax database, which would provide additional resources to assist in solving vehicle-related crimes and provide automated sharing of crash data to CarFax; and

WHEREAS, CarFax is willing to provide the De Pere Police Department access to its database at no charge, pursuant to the attached CarFax for Police Program Terms and Conditions, while allowing the City to collect a nominal fee to those accessing its reports; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Chief of Police is authorized to execute the Enrollment for Law Enforcement – De Pere, Wisconsin as attached hereto.

BE IT FURTHER RESOLVED THAT:

The Department is further authorized to impose a fee of $5.00 for accessing reports.

BE IT FURTHER RESOLVED THAT:

All City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/13/2024

ENROLLMENT FORM FOR LAW ENFORCEMENT – DE PERE, WI

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

Agency ORI Number: WI-0050100

Name: Chief Jeremy Muraski Number of Sworn Officers: 38

Address: 325 S. Broadway City: De Pere

County: Brown State: WI Zip: 54115

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

Agency wishes to use:

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

Additional information required for the Report Distribution Service:

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

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

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

Signature: _____ Title: _____

Printed Name: _____ Date: _____

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

CARFAX® For Police Program Terms and Conditions

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

1. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Services.

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

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

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

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

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

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

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

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

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

3. Agency's Security Obligations.

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

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

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

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

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

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

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

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

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

10. Term and Termination.

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

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

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

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**Plan Commission**
FROM:	**Peter Schleinz**
SUBJECT:	**Resolution #24-72 Approving Memorandum of Agreement, Scope of Work and Consultant Agreement between the Wisconsin State Historic Preservation Office and the City of De Pere for completion of a National Register of Historic Places Nomination Project (127 North Broadway Street; Parcel ED-768).**

On June 17, 2024, the Historic Preservation Commission unanimously recommended approval of a Memorandum of Agreement, Scope of Work, and Template for Consultant Contract work by a vote of 6-0.

(SHPO Project No. WI-24-10014)

ATTACHMENTS:

- Reso24-72 (PDF)
- MOA+SOW - DePere 2024, nom - 15 Apr 2024 (PDF)
- Consultant Contract Template - DePere 2024 (DOCX)
- Memo to CC - MOA and SOW - August 2024 (PDF)

RESOLUTION #24-72

APPROVING MEMORANDUM OF AGREEMENT, SCOPE OF WORK AND CONSULTANT AGREEMENT BETWEEN THE WISCONSIN STATE HISTORIC PRESERVATION OFFICE AND THE CITY OF DE PERE FOR THE COMPLETION OF A NATIONAL REGISTER OF HISTORIC PLACES NOMINATION PROJECT
(127 North Broadway Street; Parcel ED-768)

WHEREAS, the City Historic Preservation Commission is interested in completing a National Register of Historic Places nomination and related activities for certain properties located at 127 North Broadway Street (State Bank of De Pere; Parcel ED-768); and

WHEREAS, the attached Memorandum of Agreement is necessary in order to secure funding of $6,000 from the federal Historic Preservation Fund through a sub-grant from the Wisconsin State Historic Preservation Office to carry out the project; and

WHEREAS, the Historic Preservation Commission has reviewed this matter and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Memorandum of Agreement and Consultant Agreement between the Wisconsin State Historic Preservation Office and the City of De Pere as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

All City officials, officers and employees are further authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 06/17/2024

WISCONSIN HISTORICAL SOCIETY

MEMORANDUM OF AGREEMENT
BETWEEN
WISCONSIN STATE HISTORIC PRESERVATION OFFICE
AND
CITY OF DE PERE, WISCONSIN

SUBJECT: Funding up to $6,000 from federal Historic Preservation Fund through a subgrant from the Wisconsin State Historic Preservation Office to the city of De Pere, Wisconsin.

SHPO Project No. WI-24-10014

DATE OF GRANT AWARD: Feb. 23, 2024

POINT OF CONTACT: Jason Tish: jason.tish@wisconsinhistory.org 608-264-6512

GRANTEE PROJECT MANAGER: Peter Schleinz

This agreement between the State Historic Preservation Office (SHPO), and the City of De Pere, Wisconsin (Grantee) stipulates the terms and conditions of the funding for the above-referenced project, as well as the scope of work for the project. The Grantee will undertake and coordinate a project to nominate the following property in De Pere to the National Register of Historic Places (NRHP):

- State Bank of De Pere – 127 N. Broadway St.

Completion of this nomination is supported by a grant of up to $6,000 from the federal Historic Preservation Fund (HPF) through a subgrant from the Wisconsin SHPO in support of historic preservation activities in Wisconsin. The HPF program was established by the National Historic Preservation Act of 1966 (as amended), and is administered by the National Park Service, U.S. Department of the Interior. The Catalog of Federal Domestic Assistance number is 15.904.

The SHPO and the Grantee agree to the following:

Scope of Work

The Grantee shall carry out the project as stipulated herein and in the attached *Scope of Work*.

Period of Work Performance

All work related to this project shall be conducted between the date of the *Purchase Order* issued by the Wisconsin Historical Society for this project and **September 30, 2025**, with intermediate deadlines as stipulated below. A *Purchase Order* will be issued after this MOA is executed.

Intermediate Deadlines

There are intermediate deadlines for project activities, reporting, and deliverables stipulated below and in the *Scope of Work.* Intermediate deadlines may be amended subject to the *Amendments* section below.

Oct. 18, 2024 – **Consultant** must be hired. First **Progress Report** to SHPO is due.
Jan. 16, 2025 – Second **Progress Report** to SHPO is due (if project has not been completed).
April 19, 2025 – Third **Progress Report** to SHPO is due (if project has not been completed).
July 26, 2025 – All **deliverables** in the *Scope of Work* are due.
Aug. 29, 2025 – **Project work must be complete**, final reimbursement requests prepared.
Sept. 5, 2025 – Final **Reimbursement Request** is due.
Sept. 30, 2025 – End of grant period**.**

The Grantee shall notify the SHPO if any situation arises that may adversely affect the timely or successful completion of this project.

Qualified Professional Consultants

To complete the *Scope of Work*, the Grantee will enter into a contract with a principal investigator whose professional qualifications have been reviewed by the SHPO and determined to meet the *Secretary of the Interior Professional Qualifications Standards for Architectural History, Historic Architecture, or History*. (Professional Standards)

Subcontractors hired by the principal investigator to conduct project work shall also meet the Professional Standards. The Grantee shall verify that subcontractors meet the Professional Standards.

SHPO staff shall maintain contact with the project manager and principal investigator for the duration of the project and provide any training, advice, and technical assistance needed for the successful completion of project work.

Contracts

If requested by SHPO, the Grantee shall allow SHPO staff to review and approve drafts of contracts for project-related work prior to executing such contracts.

The Grantee will comply with federal procurement standards in Chapter 17 of the Historic Preservation Fund Grants Manual (*HPF Manual*) when obtaining professional consulting services, and will submit documentation of such *prior to contracting* with a vendor.

The Grantee will not contract with any party who is disbarred, suspended, or is otherwise excluded from or ineligible for participation in Federal assistance programs under *Executive Order 12549, Debarment and Suspension*.

SHPO staff will provide the Grantee with a list of qualified consultants who are known by the SHPO to have provided qualified staff for historic preservation projects in Wisconsin.

Allowable Costs

Generally, expenses for the following types of activities directly related to project work are reimbursable under this grant when they are incurred in the completion of project. See Ch. 13 of the *HPF Manual* for more specific eligibility requirements.

- Professional and consulting service
- Travel
- Equipment, materials, and supplies used for project activities
- Exhibits for public display of progress and accomplishments
- Meeting facilities
- Printing of project materials and deliverables
- Public outreach (print and digital), mailings, public meetings
- Time spent by local government staff coordinating project activities or hiring and collaborating with consultants.

Deviation from items in the budget proposed by the Grantee must be negotiated with and approved by SHPO staff – see *Amendments* below.

All project-related costs are subject to applicable principles in the following *Office of Management and Budget (OMB) Circulars.*

- *A-21 Cost Principles for Educational Institutions* (as revised 5/10/2004);
- *A-87 Cost Principles for State, Local and Indian Tribal Governments* (as revised 5/10/2004);
- *A-122 Cost Principles for Nonprofit Organizations* (as revised 5/10/2004);
- *A-102 Grants and Cooperative Agreements with State and Local Governments* (as amended 8/29/97);
- *A-110 Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations*, (as amended 9/30/99), and
- *A-133 Audits of Institutions of States, Local Governments, and Nonprofit Institutions* (as revised 6/27/03).

If the Grantee receives $750,000 or more annually in federal funds, the Grantee will comply with the provisions of *OMB Circular A-133*, *Single Audit Act of 1984*, and submit to the SHPO a copy of the audit report within 30 days of publication.

All project-related spending shall meet federal requirements for the Historic Preservation Fund, meet state requirements for the HPF subgrant program, conform to the approved project budget and occur within the period of performance, and be necessary and reasonable for the completion of the *Scope of Work*.

Grant funding may not be used for any work associated with "lobbying," in accordance with *18 U.S.C. 1913*.

Reimbursement

The Grantee may request reimbursement for project-related expenses throughout the project period as consultant's invoices are paid. Reimbursement requests will be paid up to 75% of the total project cost until all stipulations are satisfied.

The Grantee will request reimbursement for project-related expenses by completing a *Reimbursement Request* form provided by the SHPO. Each *Reimbursement Request* must be accompanied by:

- Documentation of project-related expenses (receipts, invoices, etc.)
- Documentation that those expenses were paid (receipt, paid invoices, payment records, etc.)

On receipt of a *Reimbursement Request*, the SHPO will reimburse the Grantee within 60 days for allowable, paid, and documented costs directly related to the grant-funded project.

The SHPO will reimburse the Grantee up to 75% of the grant award prior to the completion of the project. The SHPO will release the remaining 25% of the grant award after completion of all project work and receipt of all deliverables stipulated in the *SOW*.

The Grantee will submit a final *Reimbursement Request* on or before ***September 5, 2025,*** for the remainder of project-approved expenses.

Reimbursement of project-related expenses is subject to availability of federal HPF funding committed to the SHPO from the National Park Service.

Retention of Records

The Grantee will retain all records related to project expenses and the procurement of professional services for at least five years after completion of the project. The Grantee will provide, upon request, access to these records to the State Legislative Audit Bureau, the SHPO, the National Park Service, the Department of the Interior, the Comptroller of the United States, and any of their duly authorized representatives.

Amendments

Scope of Work - After the execution of this MOA, the Grantee may propose changes to the *Scope of Work* or deliverables to the SHPO in writing in accordance with the requirements in section 11 of the *CLG Subgrant Manual*. The SHPO will respond in writing within 30 days, either accepting or rejecting the proposed changes.

Budget - Amendments to line items in the budget proposed in the Grantee's application, and approved by virtue of the grant award, must be approved in consultation with SHPO staff before unexpected costs are incurred.

Period of Performance - The *Period of Performance* may be extended under extenuating circumstances. If the Grantee believes their project has become subject to circumstances such that an extension is needed to successfully complete the project, they may request an extension from the CLG Coordinator.

General Stipulations

Because federal funds will be used to complete this project, materials produced with this funding will remain in the public domain and may not be copyrighted.

The Grantee shall comply with all federal and state laws and regulations concerning equal opportunity, affirmative action, and fair employment practices.

The Grantee will comply with all applicable regulations, laws, policies, guidelines, and requirements of this federal grant program, including applicable Secretary of the Interior's standards.

The Grantee shall comply *with Title VI of the Civil Rights Act of 1964* that states that no person, on the grounds of race, color, marital status, religious creed, or national origin, will be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal assistance.

The Grantee shall comply with the *Rehabilitation Act of 1973* and the *Age Discrimination Act of 1975* and all requirements imposed by or pursuant to the *Department of the Interior Regulations (43 CFR 17)* issued pursuant to these titles, to the end that, no person in the United States will, on the grounds of age or physical ability, be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any program or activity for which the Grantee receives financial assistance from the National Park Service, and hereby gives assurance that it will immediately take any measures to effectuate this agreement.

During the period of this grant (execution through **September 30, 2025**), any income earned by a Grantee from any project-related activities for which the Grantee requests reimbursement will be subtracted from the amount of the grant award.

The Grantee does hereby indemnify and hold harmless the State Historic Preservation Office, the Wisconsin Historical Society, and its officers, employees, and agents from actions or claims filed in response to any injury or damage received by any persons or property resulting from the Grantee's efforts to accomplish the *Scope of Work*.

Acknowledgment of Federal Assistance

The following acknowledgment of federal assistance will be printed in any publication or visual product resulting from this project. Publications, materials, projects, news release, speeches, websites, and other dissemination of information relating to this project must also acknowledge the financial support of the National Park Service and the Wisconsin Historical Society.

> *The activity that is the subject of this (type of publication) has been financed (in part/entirely) with Federal Funds from the National Park Service, U.S. Department of the Interior, and administered by the Wisconsin State Historic Preservation Office. However, the contents and opinions do not necessarily reflect the views or policies of the Dept. of the Interior or the Wisconsin State Historic Preservation Office. Nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Dept. of the Interior or the Wisconsin State Historic Preservation Office*.

Termination of This Agreement

Either party may terminate this agreement by written notification to the other before the project is completed, and at least 60 days prior to the termination of the agreement.

If this agreement is terminated by the SHPO, except for reasons of non-compliance by the Grantee, the SHPO shall reimburse the Grantee up to 100% of the eligible costs incurred up to the termination date.

If this agreement is terminated by the Grantee, the SHPO may, at the discretion of the State Historic Preservation Officer, reimburse the Grantee for a maximum of 50% of the eligible costs incurred to the termination date, or may require the Grantee to return any or all federal funds transferred to the Grantee by the termination date, depending upon the circumstances of the termination.

This agreement becomes effective upon signature by both parties below, and the receipt by the Grantee of a *Purchase Order* for the contract sum from the Wisconsin Historical Society on behalf of the State Historic Preservation Officer.

CITY OF DE PERE

_____ _____

Pamela Manley — Date
Finance Director - City of De Pere, Wisconsin

WISCONSIN STATE HISTORIC PRESERVATION OFFICE

_____ _____

Daina Penkiunas — Date
State Historic Preservation Officer

WISCONSIN HISTORICAL SOCIETY

Scope of Work
Project No. WI-24-10014
De Pere, Wisconsin

The State Historic Preservation Office (SHPO) and the City of De Pere, Wisconsin (Grantee), agree to the following scope of work and conditions for the preparation of National Register of Historic Places (NRHP) nomination documents for the following property in De Pere:

- State Bank of De Pere – 127 N. Broadway St.

Scope

The Grantee will undertake and coordinate the completion and submission to the SHPO of sufficient documentation for nomination of this property to the NRHP.

Compliance with Federal and State Guidance

Forms and supporting materials for the nomination will be completed in accordance with the guidance in *National Register Bulletin 16A: How to Complete the National Register Registration Form*.

The nomination will comply with *Additional Wisconsin SHPO Requirements* and will be submitted using the *"Wisconsin Preferred" nomination form*, both of which are available at *https://wihist.org/NR-Manual* . The Grantee will direct the principal investigator to these documents and advise them that compliance is required.

Subgrant Manual

The Grantee will comply with all standards and requirements in the *CLG Subgrant Manual* (*Subgrant Manual*) for allocation and use of federal funding. The Grantee will direct the principal investigator to the *Subgrant Manual* and inform them that compliance is required.

Request for Bids

After the execution of the *Memorandum of Agreement* (MOA), the Grantee will issue a Request for Bids (RFB) to qualified historic preservation consultants. The Grantee shall use a competitive process in the procurement of consulting services.

Contract Template

A template for a contract between the Grantee and the selected consultant will be provided for convenience. While this template may be revised to suit the Grantee's specific circumstances, the following sections (sections XIII and XIV in the template) are critical to the integrity of the National Register program and shall be included unrevised in the executed contract:

Ownership of Documents

All information gathered, data collected, photos taken, and reports prepared during the completion of this project are the property of the SHPO and shall not be made publicly available until the project is complete and deliverables are submitted to the SHPO.

Intellectual Property

The Consultant hereby grants the SHPO a non-exclusive, irrevocable, royalty-free license to all copyrightable material ("Material") created within the scope of the agreement without limitation. The SHPO shall have the right to reproduce, alter, modify, publish, and display all Material created under the scope of this agreement as necessary in the opinion of SHPO to conform to and comply with their requirements and standards, and those of the National Park Service.

Principal Investigator and grantee staff

The Grantee's Project Manager shall assist the principal investigator as needed. Time spent by city staff to facilitate the project is eligible for reimbursement by the subgrant and may be tracked and claimed for reimbursement.

SHPO Review of nomination documents

After a draft nomination is submitted to the SHPO, the SHPO shall retain editorial privilege over the nomination. The Grantee shall inform the consultant(s) of their responsibility to assist with an iterative revision of the nomination with the National Register Coordinator at the SHPO, which may extend beyond the Period of Performance.

Deliverables

All deliverables are due on or before **July 26, 2025**.

The completed nomination packet will be submitted to SHPO by **July 26, 2025,** to allow staff to confirm that all deliverables are complete and sufficient prior to the end of the Period of Performance.

The SHPO shall retain non-exclusive, irrevocable, royalty-free license to all copyrightable material ("Material") created within the scope of the agreement without limitation. The SHPO shall have the right to reproduce, alter, modify, publish, and display all Material created under the scope of this agreement as necessary in the opinion of SHPO to comply with Wisconsin SHPO requirements and standards, and those of the National Park Service.

The SHPO shall review all deliverables within 30 days of receipt, and work with the consultant to rectify incomplete or inadequate content. Project-related activities may occur after submission of deliverables.

The following items will be submitted for each nominated property by **August 30, 2025**:

1. One complete electronic and one paper copy of the National Register of Historic Places Nomination Form on the "Wisconsin Preferred" version of NPS Form 10-900.
2. One electronic copy and one paper copy of a 200-300-word summary of the significance of the property.
3. Photographs: One commercially printed set of digitally produced images printed at a size of 4" x 6" and labeled on the back in pencil.
4. A PowerPoint presentation that fully documents the significance and appearance of the property, to be presented at a quarterly meeting of the State Historic Preservation Review Board. The PowerPoint presentation must be compressed to create a file of 15MB or less. The presentation must be submitted on a CD along with the individual original uncompressed image files. Image files must be in JPG format at a minimum resolution of 300 DPI and a minimum width of 2000 pixels on the longest side. This should result in a file size of around 7MB for each image file. The individual image files must contain the Architecture and History Inventory number and some description of the content.
5. Original USGS quadrangle maps (or an NPS-approved digital equivalent) necessary to identify the nominated property and its entire historic boundary. The map(s) must clearly show the location of the property labeled (in pencil if maps are paper) with the UTM or Latitude/Longitude coordinates.
6. Historic district maps, site plans, and/or floor plans, as needed.
7. A complete list of all current property owners as listed in the land or tax records after the nomination is scheduled for a State Historic Preservation Review Board meeting.
8. One completed submission checklist.
9. New information about the nominated property shall be entered into the Wisconsin Historic Properties Database (WHPD) by the consultant. The consultant will be given access to WHPD to enter new data on properties included in this project.

Other Budget Considerations

1. The consultant will be responsible for presenting the nomination(s) in-person to the State Historic Preservation Review Board when it is scheduled on the Board's agenda. Travel costs to present the nomination in-person should be included in the consultant's project budget.
2. The consultant will be responsible for any edits or additional information required by the State Review Board or the National Park Service before the property is listed in the NRHP. Costs associated with this review process should be included in the project budget.

Template for Consultant Contract for National Register nominations

This contract template is provided for the convenience of the CLG partner community when contracting with a consultant to complete grant-funded National Register nominations. It may be amended to fit the specific needs of the local government and may be negotiated between the local government and the consultant.

However, sections XIII and XIV must be included verbatim in the final contract.

CONSULTANT CONTRACT

THIS AGREEMENT is made by and between the City/Village of [name of city/village], Wisconsin (the City/Village) and [name of consultant] (the Consultant).

WHEREAS, the City has received a grant from the federal Department of Interior, through a subgrant from the State Historic Preservation Office of the State of Wisconsin (SHPO); and

WHEREAS, the stipulated *Memorandum of Agreement* (*MOA*) and *Scope of Work* (*SOW*) for this project include producing National Register of Historic Places (NRHP) nomination documents for the following three individual properties;

- [name of property] – [address of property]

and WHEREAS, the Consultant meets the Secretary of the Interior's Professional Qualification Standards for Architectural History, is capable of providing the professional services required, and is willing to make those services available to complete nomination documents;

NOW THEREFORE, the parties hereto mutually agree as follows;

I. Scope of Services

The Consultant will meet all stipulations in the *MOA* and *SOW* for completion of the nomination(s), and will coordinate all project work with the SHPO.

The Consultant will produce all deliverables in the *MOA* and *SOW and* will comply with the conditions and requirements of the *MOA* between the City and the SHPO, which is hereby incorporated into this agreement.

The consultant shall assume responsibility for presenting the nomination(s) to the State Historic Preservation Review Board when it appears on the Board's agenda. Any edits or supplementary information required by the National Register Coordinator, State Review Board, the National Park Service will be provided by the consultant. This process may extend beyond the *Period of Performance* of the grant. Costs associated with this review process will be included in the project budget.

II. Period of Performance

The services of the Consultant shall commence on the signing of this agreement and shall be completed so that all final products are completed and accepted by the SHPO by July 29, 2025.

III. Compensation and Method of Payment

The City shall compensate the Consultant up to $[amount] for work performed toward the completion of the project described in the *MOA* and *SOW* governing the funding of the project. Payments up to 90% of the grant amount may be made invoiced by the Consultant and paid by the City at any time during the project's Period of Performance. 10% of the maximum amount of compensation shall be retained until all project work has been completed and all deliverables submitted and accepted as satisfactory.

If this contract is terminated under the provisions of Article IX below, the Consultant shall be compensated for all services performed and expenses incurred up to the date of termination.

IV. Amendments

The City may occasionally propose changes to the scope of services to be performed hereunder. Such changes, including increases or decreases in the amount of compensation paid to the Consultant, which are mutually agreed upon by the City and the Consultant shall be incorporated in written amendments to this agreement.

V. Compliance with Federal, State, and Local Laws

The Consultant shall comply with all federal and state laws and regulations concerning equal opportunity, affirmative action and fair employment opportunities. The Consultant further agrees to comply with all applicable regulations, laws, ordinances, and codes to the state and local government and policies, guidelines and requirements of this federal grant program identified as 15.904 in the Catalog of Federal Domestic Assistance.

VI. Interest of the Consultant

The Consultant covenants that they now have no personal interest, direct or indirect, in any property or business of any kind, and shall not acquire any such interest, which would conflict in any manner or degree with the performance of services under this contract.

VII. Indemnification

The Consultant agrees to indemnify, defend and hold harmless the City and its agents from and against all loss or expense (including costs and attorney's fees) by reason of any claim or suit arising out of the acts or omissions of the Consultant its employees, agents or assigns the Consultant from liability imposed by law upon the Consultant or its agents or employees for damages because of bodily injury, including death at any time resulting therefrom, sustained by any person or person or on any

account of damages to property, including loss of use thereof, whether caused by or contributed to by the Consultant or its agents or employees.

The Consultant shall indemnify and hold harmless the State Historic Preservation Officer, the Wisconsin Historical Society, all its officers, agents and employees from all suits, action, or claims of any character brought for or on account of any injuries for damages received by any persons or property resulting from the operations of the Consultant in executing work under this agreement.

VIII. Termination of Contract for Cause

If, through any cause, the Consultant shall fail to fulfill in timely and proper manner its obligations under this contract, or if the Consultant shall violate any of the covenants, agreements or stipulations of the Agreement, the Village shall thereupon have the right to terminate this contract by giving notice to the Consultant of such termination and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, reports, or other materials prepared by the Consultant under this contract shall, at the option of the City, become the property of the City, and the Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder.

Notwithstanding the above, the Consultant shall not be relieved of liability to the City for damages sustained by the City as a result of any breach of contract by the Consultant. The City may withhold any payments to the Consultant for the purpose of set-off until such time as the exact amount of damages due to the City from the Consultant is determined.

IX. Termination to Contract for Convenience

The City or the Consultant may terminate this agreement at any time by giving at least twenty (20) days' notice in writing to the other party. If the contract is terminated as provided herein, the Consultant will be paid for the time and expenses incurred up to the termination date. If this contract is terminated due to the fault of the Consultant, Article VIII hereof relative to termination shall apply.

X. Records and Audits

The Consultant shall maintain records adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative and will be retained for four (4) years after the expiration of this contract unless permission to destroy them is granted by the SHPO.

XI. Worker's Compensation

This is intended as, and is, an independent contract between the City and the Consultant. Neither the Consultant nor any partner or employee of the Consultant shall, by provision of this contract, become an employee of the City.

XII. Equal Opportunity and Affirmative Action

In the performance of services under this contract, the Consultant agrees to not discriminate against any employee or applicant on the basis of race, color, religion, sex (including pregnancy and gender identity), ethnicity, political affiliation, sexual orientation, marital status, disability, genetic information, age, membership in an employee organization, retaliation, parental status, military service, or other non-merit factor. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause:

> "This program receives financial assistance for identification and preservation of historic properties. The U.S. Department of the Interior prohibits discrimination on the basis of race, color, national origin or handicap (mental and/or physical impairment)."

XIII. Ownership of Documents

[this section must be included verbatim in the executed contract]

All reports, forms, information, data, etc., prepared or assembled by the Consultant under this contract are the property of the City, The Consultant agrees that they shall not be made available to any individual or organization at any time without prior written approval of the City.

XIV. Intellectual Property

[this section must be included verbatim in the executed contract]

A. The Consultant hereby grants the SHPO a non-exclusive, irrevocable, royalty-free license to all copyrightable material (“Material”) created within the scope of the agreement without limitation. The SHPO shall have the right to reproduce, alter, modify, publish, and display all Material created under the scope of this agreement as necessary in the opinion of SHPO to conform to and comply with their requirements and standards, and those of the National Park Service.

B. Further Warranties and Indemnities

(1) The Consultant represents and warrants to that:

(a) the Consultant is the sole author of the Material or has all rights to the Material, and the Material is original;

(b) the Consultant has the right, power, and authority to enter this contract, and is the sole owner of the Material; and

(c) The Material contains no material that (i) infringes any copyright or other proprietary right, and to the best of the Consultant’s knowledge, contains no material that (ii) is libelous or a violation of any right of

privacy or publicity, or (iii) would otherwise subject SHPO to legal liability.

(2) The Consultant will indemnify and hold harmless SHPO from any loss, damage, expense (including reasonable defense costs), recovery or judgment that either party may incur ("Costs") as a result of any claim made against either which, if sustained, would constitute a breach of a representation or warranty made by the Contractor in this Contract (each, a "Claim").

(3) All warranties, representations and indemnities made by the Consultant in this Contract will survive any termination of this Contract, and will inure to the benefit of the SHPO, the Wisconsin Historical Society, the State of Wisconsin, and the National Parks Service, and their respective officers, directors, officials, employees, agents and volunteers.

XV. Severability

It is mutually agreed that in case any provision of the contract is determined by a court of law to be unconstitutional, illegal or unenforceable, it is the intention of the parties that all other provisions of the contract remain in full force.

IN WITNESS THEREOF, parties hereto have caused this agreement to be executed the year and date written below by their proper officers and representatives.

Consultant Date

[city/village] Financial Director Date

[city/village] Project Manager Date

CITY OF DE PERE
MEMO

To: James Boyd, Mayor
Common Council
From: Peter Schleinz, Senior Planner | Zoning Administrator
Date: August 20, 2024

RE: **Recommendation from Historic Preservation Commission to approve a Memorandum of Agreement, Scope of Work, and Template for Consultant Contract for funding up to $6,000 from the federal Historic Preservation Fund through a subgrant from the Wisconsin State Historic Preservation Office to the City of De Pere, Wisconsin, to nominate the State Bank of De Pere at 127 N Broadway ST to the State and National Registers of Historic Places (Parcel ED-768).**

Summary:
On December 12, 2023, the Historic Preservation Commission applied for a Certified Local Government Sub-grant, through the Wisconsin Historical Society, to pay for a consultant that would prepare documents to nominate the State Bank of De Pere at 127 N Broadway ST to the State and National Registers of Historic Places. On February 23, 2024 a sub-grant was awarded to the City of De Pere in the amount of $6,000.

On June 17, 2024, the Historic Preservation Commission reviewed and recommended approval of a Memorandum of Agreement, Scope of Work, and Template for Consultant Contract work. The documents must be signed by the City of De Pere.

If the documents are approved by Common Council, the Mayor and City Staff will sign the documents and the documents will be returned to the Wisconsin Historical Society to formally begin the grant project. Please note that the search for a consultant is done via RFP.

Timeline:
The project is proposed to begin in August 2024 with an RFP to seek consultants using a list of qualified consultants that are recognized by the Wisconsin Historical Society. The project will conclude with the consultant submitting prepared nomination documents to the Wisconsin Historical Society no later than September 2025 when the grant cycle ends.

Historic Preservation Commission Recommendation:
Review and approve the attached Memorandum of Agreement, Scope of Work, and Template for Consultant Contract work.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**Health Department**
FROM:	**Chrystal Woller**
SUBJECT:	**Resolution #24-73 Approving GHS Link Agreement by and between De Pere Health Department and Gundersen Lutheran Administrative Services, Inc.**

ATTACHMENTS:

- Reso24-73 (PDF)
- De Pere Health Department_EpicCare Gunderson (PDF)
- Memo_Gunderson EpicCare Access (PDF)

RESOLUTION #24-73

APPROVING GHS LINK AGREEMENT BY AND BETWEEN DE PERE HEALTH DEPARTMENT AND GUNDERSEN LUTHERAN ADMINISTRATIVE SERVICES, INC.

WHEREAS, in connection with treatment activities and continuity of care, the Health Department wishes to obtain access to certain patient health information and records maintained by Gundersen Lutheran Administrative Services, Inc., individually and as agent for Gundersen Clinic, Ltd. and Gundersen Lutheran Medical Center, Inc. (GHS), under its web-based portal for remote read-only access to its health record system utilizing "GHSLink" under Epic System Corporation's software; and

WHEREAS, due to the merger of Bellin Health and Gundersen, access to GHS records will allow the Department to obtain pertinent medical information to conduct state required health interventions, which will simultaneously improve department efficiencies with daily tasks, pursuant to the terms and conditions of the attached GHS Link Agreement; and

WHEREAS, this matter has been reviewed by the Board of Health, which recommends approval thereof.

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

> The Mayor is authorized and directed to execute the GHS Link Agreement by between De Pere Health Department and Gundersen Lutheran Administrative Services, Inc., subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

> All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/12/2024

GHS LINK AGREEMENT
BY AND BETWEEN
De Pere Health Department
AND
GUNDERSEN LUTHERAN ADMINISTRATIVE SERVICES, INC.

This Agreement is entered into effective as of the date signed by both parties by and between De Pere Health Department("Facility") and Gundersen Lutheran Administrative Services, Inc., individually and as agent for Gundersen Clinic, Ltd., and Gundersen Lutheran Medical Center, Inc. (collectively "Gundersen").

WHEREAS, in connection with treatment activities and continuity of care of its patients, Facility needs to obtain access to certain patient health information and records prepared, kept and maintained by Gundersen including, without limitation, patient health records and treatment records that are confidential under Wis. Stat. §§ 51.30, 146.816, and 146.82 and the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations set forth in 45 C.F.R. Parts 160 and 164 (collectively referred to herein as "HIPAA");

NOW, THEREFORE, FOR VALID CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, and to facilitate compliance with applicable federal and state law, Facility and Gundersen agree as follows:

1. **Definitions.** For purposes of this Agreement, the following terms shall have the following meanings:

    a. "Individual" shall include (i) any patient or individual whose records are protected and confidential under Wis. Stat. § 51.30, (ii) any patient as defined at Wis. Stat. § 164.81(3) or "person authorized by the patient" under Wis. Stat. § 146.81(5), and (iii) any "individual" as defined in 45 C.F.R. § 160.103, including a person who qualifies as a personal representative under 45 C.F.R. § 164.502(g).

    b. "Protected Health Information" or "PHI" means any and all patient health records and treatment records that are protected and confidential under Wis. Stat. §§ 51.30, 146.816, and 146.82 and/or HIPAA that Facility employees access through GHSLink. "Electronic Protected Health Information" or "EPHI" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. Section 160.103.

    c. "GHSLink" means the web-based portal owned by "Epic Systems Corporation" which provides remote read-only access for Facility's authorized employees to Gundersen's electronic health record ("EHR") in accordance with the terms of this Agreement.

2. **Term; Termination.**

    a. **Term.** The term of this Agreement shall commence on the effective date and continue until terminated.

    b. **Termination.** Either party may terminate this Agreement immediately, without cause, by giving written notice to the other party.

    c. **Effect of Termination.** Upon termination of this Agreement, Facility shall cease access to GHSLink and Gundersen shall promptly deactivate Facility employees' access to GHSLink.

3. **Compliance.** In accessing GHSLink, Facility shall comply with all applicable federal and state laws, Joint Commission standards or standards of an equivalent accrediting body which CMS has approved as a deemed status accreditation program, and Gundersen policies and procedures, which are available upon request, relating to the use of Gundersen's EHR and the confidentiality of PHI and EPHI. Federal and state laws that shall be complied with by Facility include, without limitation, 42 C.F.R. Part 2, Wis. Stat. §§ 51.30, 146.816, and 146.82, and HIPAA, to the extent directly applicable and enforceable against Facility.

4. **Obligations and Activities of Facility.**

    a. Facility and Gundersen are both Covered Entities under HIPAA. As such, in accessing GHSLink pursuant to this Agreement, Facility shall protect the PHI in accordance with HIPAA and all other applicable laws. The parties understand and agree that any information Facility has incorporated in Facility's records in the process of providing treatment to Individuals shall be owned by Facility and treated as part of Facility's PHI once incorporated into Facility's records.

    b. Facility shall designate one employee of Facility to serve as Site Administrator. Site Administrator shall Gundersen's primary point of contact for this Agreement. Site Administrator duties shall include but not be limited to:

        i. Verify which employees have access to your patients' data
        ii. Deactivate outdated user accounts within three (3) business days of user no longer having permission to use GHSLink
        iii. Modify user's demographics
        iv. Change/Reset users' passwords
        v. Review and respond to audit reports

    c. Facility agrees that it is responsible to ensure usernames and passwords are adequately protected. All use of GHSLink using a user name and

password issued to an employee of Facility shall be Facility's responsibility. Facility agrees to use appropriate safeguards to prevent unauthorized access or use of GHSLink and the use appropriate safeguards to prevent unpermitted access, use, or disclosure of PHI other than as provided for by this Agreement.

d. Facility agrees to mitigate, to the extent possible, any harmful effect that is known to Facility caused by unauthorized access or use of GHSLink or an unpermitted access, use, or disclosure of PHI in violation of this Agreement.

e. Facility agrees to report to Gundersen any unauthorized access or use of GHSLink as well as any unpermitted access, use, or disclosure of PHI to or from GHSLink not provided for or authorized by this Agreement.

f. To the extent applicable, Facility agrees to report to Gundersen any Security Incident, as defined at 45 C.F.R. Section 164.304, related to its use of GHSLink, related to GHSLink of which it becomes aware.

g. To the extent applicable, Facility agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI when Facility employees are using GHSLink.

h. To the extent applicable, Facility agrees to make its policies and procedures, and documentation relating to such safeguards, available to Gundersen's upon request.

i. Facility employees given access to Gundersen's EHR shall each sign and abide by Gundersen's Confidentiality Statement.

j. Gundersen shall provide Facility with access to the user registration portal. Facility shall direct Facility employees authorized to access GHSLink under this Agreement to the user registration portal, where the authorized Facility employee shall register as a GHSLink user. Registration requires Facility Employee to provide first and last name as well as Social Security Number. Facility shall notify Gundersen to request access for a new employee. Facility shall notify Gundersen within three (3) business days when an employee with GHSLink access is no longer employed by Facility or when access to GHSLink is no longer needed.

k. Facility shall have its employees that access GHSLink participate in Facility's orientation program and any ongoing education and training pertaining to the privacy and security of PHI.

l. Facility shall ensure that its employees review end user guides and other training materials on the use of GHSLink.

m. Facility understands and acknowledges that Gundersen will conduct regular, focused audit trails of Facility's employees' use of GHSLink. Any unauthorized access may result in immediate suspension of access to GHSLink for the Facility Employee who made the unauthorized access to GHSLink and/or immediate suspension of Facility access to GHSLink. Site Administrator shall be Gundersen's primary point of contract for audits. Site Administrator shall respond to all requests without unreasonable delay and in no event longer than ten (10) business days. Failure to comply with this provision may result in suspension or termination of any or all of Facilities user's access to GHSLink.

n. Facility shall take prompt disciplinary action against its employees for any breach of confidentiality or inappropriate use of Gundersen's GHSLink in accordance with Facility's policies and procedures.

o. Facility agrees to limit access to GHSLink to a limited number of employees who have a **job-related need-to-know** and are:

   i. Providing direct care and treatment to the Individual;
   ii. Required to use healthcare or personal information to perform their assigned job responsibilities or to meet legal, regulatory, or other operational obligations of the Facility;
   iii. Specifically authorized by the Individual to have access to their confidential information.

p. Facility understands and acknowledges that access to Gundersen's GHSLink is limited to **"read-only"** access.

5. **Permitted Uses and Disclosures by Facility.**

a. Except as otherwise limited in this Agreement or prohibited by applicable federal or state law, Facility may use or disclose PHI which has been incorporated in Facility's records in the process of providing treatment to Individuals as permitted by applicable law, including HIPAA.

b. **Confidentiality of Agreement and Its Terms.** It is expressly understood by Facility that this Agreement, the access to the respective proprietary information of Gundersen, as well as all other aspects of this contractual relationship are to be held in the strictest confidence by Facility and are not to be disclosed, other than to Facility employees, agents, representatives, or contractors with a need to know, to any other entity, person, or governmental agency except insofar as pursuant to any State and Federal Statutory or Regulatory requirement. Facility expressly

understands that such non-permitted disclosures of this Agreement or any aspect of its content shall result in immediate termination of EHR access and use.

6. **Survival of Obligations.** The rights and obligations of Facility under paragraphs 2(c) and 5(b) of this Agreement shall survive the termination of this Agreement.

7. **Applicable Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. Any judicial or other proceedings arising from or relating to the interpretation or enforcement of this Agreement shall be brought and venued in La Crosse County Circuit Court in La Crosse, WI. Facility hereby consents to personal jurisdiction in La Crosse County Circuit Court, and waives any jurisdictional, venue, or other defenses relating thereto.

8. **Government Audits.** To the extent that section 952 of the Omnibus Budget Reconciliation Act of 1980, 42 U.S.C. §1395x(v)(1)(I), and applicable regulations are applicable to this Agreement, Facility shall, until four years after the expiration of the this Agreement, comply with all requests by the Comptroller General of the United States, the Secretary of the Department of Health and Human Services, and their duly authorized representatives (the "Secretary") for access to this Agreement, to all books, documents and records necessary to verify the nature and extent of the services provided, and the amounts paid for them. Such access shall be requested by such government entities in accordance with section 952. Facility is not authorized to subcontract with another person or entity relating to the access provided pursuant to this Agreement. Facility shall promptly notify Gundersen upon receipt by Facility of any such request for this Agreement, and any other books, documents and records related to this Agreement, to the extent permitted by law.

9. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement between Gundersen and Facility relating to the subject matter set forth herein. This Agreement supersedes any and all prior oral discussions, promises, representations and understandings between Gundersen and Facility relating to the subject matter of this Agreement.

10. **Amendment; Modification**. This Agreement may not be modified or amended by Facility except pursuant to a written document signed by both parties. Upon thirty (30) days advanced written notice to Facility, Gundersen shall have the right to modify this agreement in its sole discretion.

11. **Proprietary Protection**. During the term of this Agreement, Gundersen grants to Facility a non-exclusive license, without the right to grant sub-licenses, to use GHSLink, at Facility's location, subject to the terms and conditions of this Agreement. Facility shall not have or acquire any rights in any trademarks, copyrights or other intellectual property belonging to Gundersen or Epic Systems

Corporation. Facility shall only have the right to use GHSLink in the manner prescribed in this Agreement.

IN WITNESS WHEREOF, Gundersen and Facility have executed and delivered this Agreement effective as of the dates of signature below.

GUNDERSEN LUTHERAN ADMINISTRATIVE SERVICES, INC.	De Pere Health Department
Sign: _____	Sign: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

CITY OF DE PERE

MEMO

Meeting Date: 8/20/2024

Department: Health
From: Chrystal Woller

Re: Recommendation from the Board of Health to approve the Gunderson EpicCare Access Agreement

The department continues to seek and improve efficiencies with daily tasks. This agreement will be a catalyst to improve time spent on accessing pertinent medical information to conduct statute required public health interventions. Historically, the health department requested and received this information through medical record requests and faxed documentation, which is time consuming. This new opportunity will allow public health to access public health information only through a secure health system portal. Gunderson access is requested due to the merger of Bellin and Gunderson (Emplify Health).

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**Health Department**
FROM:	**Chrystal Woller**
SUBJECT:	**Resolution #24-74 Approving EpicCare Link Site Level Agreement with Hospital Sisters Health System.**

ATTACHMENTS:

- Reso24-74 (PDF)
- HSHS-EpicCare-Link-Site-Level-Agreement-1-23 (PDF)
- Memo_HSHS EpicCare Access (PDF)

RESOLUTION #24-74

APPROVING EPICCARE LINK SITE LEVEL AGREEMENT WITH HOSPITAL SISTERS HEALTH SYSTEM

WHEREAS, Hospital Sisters Health System (HSHS), and all its affiliated hospitals and entities, has implemented a community-wide health record system utilizing Epic System Corporation's EpicCare software, which HSHS wishes to make available to all providers throughout the community; and

WHEREAS, HSHS has implemented or is in the process of implementing software to permit portal access and interfacing with health record providers in the community, and the City's Health Department desires to enter into the attached EpicCare Link Site Level Agreement to allow access to pertinent medical information to conduct state required health interventions, which will simultaneously improve department efficiencies with daily tasks, pursuant to the terms and conditions contained therein; and

WHEREAS, this matter has been reviewed by the Board of Health, which recommends approval thereof.

NOW THEREFORE, IT IS HEREBY RESOLVED THAT:

> The Mayor is authorized and directed to execute the EpicCare Link Site Level Agreement between Hospital Sisters Health System and the City of De Pere as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

> All City officials, officers, and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/12/2024

EPICCARE LINK SITE LEVEL AGREEMENT

This **EPICCARE LINK SITE LEVEL AGREEMENT** ("**Agreement**") is entered into byand between Hospital Sisters Health System on its own behalf and on behalf of all its affiliated hospitals and entities ("**HSHS**") and _____ ("**Participant**") (each individually a "**Party**" and collectively the "**Parties**"). This Agreement shall beeffective as of the date on which the last of the Parties has executed this Agreement ("**Effective Date**").

RECITALS

WHEREAS, HSHS has implemented a community-wide health record system utilizing Epic System Corporation's Epic Care software ("**Health Record**");

WHEREAS, HSHS wishes to make the Health Record available to all providers throughout the community to improve overall health in the community;

WHEREAS, HSHS has implemented or is implementing the EpicCare Link software ("**EpicCare Link**") and EpicCare Everywhere software to permit portal access and interfacing with the Health Record by providers in the community; and

WHEREAS, HSHS is providing EpicCare Link access to Participants subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual representations and covenants of the Parties, the Parties hereby agree as follows:

1. Access.

1.1 EpicCare Link. HSHS shall provide Participant access to EpicCare Link in order to permit Participant and its users to electronically access the Health Record pursuant to the terms and conditions of this Agreement. Participant shall provide to HSHS and/or Epic all information reasonably requested and necessary for HSHS to provide access by Participant to EpicCare Link.

1.2 Participant Technology Obligations. Participant shall obtain and maintain connectivity and network configuration and required hardware and equipment (collectively, the "**Configuration**") in accordance with specifications provided by HSHS and/or Epic and shall update the Configuration as required in the event of upgrades to EpicCare Link. Participant shall ensure that its Users (as defined in Section 2.1) access EpicCare Link and the Health Record remotely through equipment owned or leased by Participant.

1.3 Use of Health Record. The use of the Health Record by Participants and Users (as defined in Section 2.1) pursuant to this Agreement shall be solely for the purpose of Treatment of and Payment for patients of the Participant. For purposes of this Agreement, the terms "**Treatment**" and "**Payment**" shall have the meanings ascribed to them in the Health Insurance and Portability and Accountability Act of 1996 and its implementing regulations ("**HIPAA**"). Participant acknowledges and agrees that it is participating in the Health Record and as such, any records maintained by Participant in the Health Record may be accessible by other participants.

1.4 Access to Data. Subject to the terms and conditions of this Agreement and applicable law, HSHS hereby grants to Participant a limited, nonexclusive, non-transferable right for Users to access and use EpicCare Link and the Health Record (the "**Access**").

2. Participant Responsibilities.

2.1 User Management. Participant may allow Access to its employees, agents, medical staff, other health care providers, and other support staff employed or otherwise retained by Participant who have a need for Access in providing services for or at Participant ("**Users**") and who have accepted the EpicCare Link User Terms and Conditions, as may be amended from time to time by HSHS. Participant shall provide such access in accordance with any agreed upon procedures for granting Access to Users. HSHS shall retain final authority withrespect to the granting of Access to Users. Participant shall require that all User Access is inaccordance with written reference manuals, training materials, and procedures relating to Users' Access ("**User Documentation**") provided by HSHS (if any).

2.2 Access to Data, Participant, and Users. Upon HSHS's reasonable request, Participant shall permit HSHS and Epic access to Participant's books and records related to this Agreement during reasonable business hours and permit electronic audits, for legitimate purposes, including, without limitation, monitoring Participant's compliance with the terms of this Agreement and to perform Epic's or HSHS's obligations hereunder. Specifically, but without limitation, HSHS may ask for, and Participant shall provide, copies of Participant's records verifying treatment relationships and uses and/or disclosures of records for treatmentpurposes and in accordance with the terms of this Agreement.

2.3 Participation. Participant shall use EpicCare Link and Health Record consistent with EpicCare Link's capabilities and the requirements of this Agreement. Such use shall include,without limitation, participation in applicable training programs provided by HSHS and/or Epic related to EpicCare Link.

2.4 Restrictions. Participant will not, and will not permit Users to, do any of the following:

2.4.1 Copy or duplicate, by any means, EpicCare Link or any part thereof;

2.4.2 Reverse engineer, de-compile, disassemble or otherwise attempt to learn the source code, structure, algorithms or ideas underlying EpicCare Link or any part thereof;

2.4.3 Modify, adapt, translate or create derivative works based on EpicCare Link or any part thereof;

2.4.4 Remove, obscure or modify any markings or notice of other proprietary rights of Epic, third party vendors or Epic's respective licensors from any media, user interfaces or documentation provided pursuant to this Agreement. To the extent applicable, Participant shall affix and maintain the copyright notice of Epic on all permitted backup or multiple use copies made of EpicCare Link or any portion thereof and shall not remove any proprietary notice of HSHS or Epic from any copy of EpicCare Link;

2.4.5 Cause or permit the use of EpicCare Link by any third party or permit any third party to take any action restricted in this Section 2.4 or otherwise restricted by this Agreement; or

2.4.6 Share or disclose usernames, passwords or any unique identifiers and information needed to access EpicCare Link and the EHR System Data.

2.5 Prohibition on Off-Shore Access. If Participant has employees, agents, medical staff, other health care providers, or other support staff employed or otherwise retained by Participant, located outside the United States, Participant will not disclose PHI ("**Protected Health Information**" as defined under HIPAA) to such employees, agents, medical staff, other health care providers, or other support staff employed or otherwise retained by Participant or otherwise allow any Users to access PHI outside of the United States, without first obtaining HSHS's written permission.

2.6 Substance Abuse Disorder Records. If Participant or any of its employees, agents, medical staff, other health care providers, or other support staff employed or otherwise retained by Participant, receives, stores, processes, or otherwise deals with any Patient Identifying Information or Records (as those terms are defined in 42 C.F.R. Part 2), Participant shall be fully bound by the provisions of 42 C.F.R. Part 2 and shall undertake to resist in judicial proceedings any effort to obtain access to such Patient Identifying Information and Records, except as permitted by 42 C.F.R. Part 2. With respect to Patient Identifying Information and Records subject to 42 C.F.R Part 2, this Section shall control in the event of any conflict or inconsistency between this Section and any other term or condition of this Agreement.

2.7 Corrective Action. Participant shall take corrective action up to and including termination of employment and/or suspension of any employee who acts in violation of this Agreement and/or applicable regulatory requirements.

3. Additional HSHS Responsibilities.

3.1 Users. HSHS shall promptly create usernames, passwords, and/or any other authentication necessary to allow Access by Users designated by Participant. HSHS shall also promptly comply with requests by Participant to change Users' access rights and promptly add or delete Users.

3.2 Audits and Reports. HSHS shall provide Participant audit information to Participant regarding its Users' Access, use, and disclosure of EHR System Data and EpicCare Link. Participant will collaboratively work with HSHS Privacy Officer immediately upon discovery of any unauthorized access, use or disclosure of PHI.

4. Warranty, Indemnity, and Liability Limitation.

4.1 Hold Harmless. Participant agrees to provide liability protection for its officers, employees, and agents while acting within the scope of their employment. Participant further agrees to hold harmless HSHS from any and all liability, including but not limited to claims, demands, losses, costs, damages, and expenses of every kind and description, or damages to persons or property arising out of or in connection with or occurring during the course of this Agreement where such liability is founded upon or grows out of the acts or omissions of anyof the officers, employees, or agents of Participant.

4.2 Indemnification. Participant shall indemnify and defend HSHS for and against any and all liability, including (but not limited to) claims, demands, penalties, losses, costs, damages, and expenses of every kind and description (including reasonable attorney's fees and court costs), arising out of any violation of HIPAA or other federal or state confidentiality, privacy, or security laws, any Breach (as defined under HIPAA) and/or any Security Incident (as defined under HIPAA) caused (whether intentionally or otherwise) by Participant, any User, or Participant's employees, agents or representatives. By way of example only, and without limiting the foregoing, if Participant, any User or any agent, employee or representative of Participant accesses information using the EpicCare Link for reasons other than Treatment or Payment or otherwise accesses information beyond the scope of Access authorized under this Agreement, Participant shall indemnify and defend HSHS as described above. Nothing in this Section 4.2 shall be construed to limit the obligation of Participant to pay for the costs of breach notification and mitigation as provided in Section 7.5 or pay for costs incurred by HSHS in seeking relief as provided Section 9.5. The obligations of Participant set forth in this Section 4.2 shall be in addition tothe obligations of Participant set forth in Sections 7.5and 9.5.

4.3 Disclaimer of Warranty. HSHS HAS NOT MADE, AND PARTICIPANT HAS NOT RECEIVED, ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING, BUT NOT LIMITED TO, ANY EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE AND ALL SUCH WARRANTIES ARE HEREBY EXCLUDED.

4.4 Limitation of Liability. PARTICIPANT EXPRESSLY UNDERSTANDS AND AGREES THAT HSHS SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA LOSS, OR OTHER LOSSES (EVEN IF HSHS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RESULTING FROM: (i) THE USE OR INABILITY TO USE EPICCARE LINK OR THE HEALTH RECORD;

(ii) PARTICIPANT'S OR USERS' RELIANCE ON THE INFORMATION ON EPICCARE LINK OR THE HEALTH RECORD; (iii) PARTICIPANT'S OR USERS' FAILURE TO READ OR ACCESS EPICCARE LINK OR THE HEALTH RECORD IN A TIMELY MANNER; (iv) THE INTERRUPTION, SUSPENSION, OR TERMINATION OF EPICCARE LINK OR THE HEALTH RECORD; OR (v) ANY MATTER OTHERWISE RELATED TO PARTICIPANT'S OR USERS' USE OF EPICCARE LINK OR THE HEALTH RECORD.

5. Term and Termination.

5.1 Term of the Agreement. The initial term of this Agreement shall begin on the Effective Date and continue for a period of one (1) year ("**Initial Term**"). This Agreement shall renew automatically thereafter for successive one-year terms (each, a "**Renewal Term**").

5.2 Termination. Either party may terminate this Agreement upon providing the other party five (5) days prior written notice.

6. Clinical Products.

6.1 Participant and Users will do each of the following:

6.1.1 Participant and Users will verify the accuracy of information obtained from the Health Record, including without limitation, all patient information and critical outputs of EpicCare Link following generally accepted standards of medical practice.The term critical outputs means outputs (including without limitation output in the form of data) that Participant or Users know, or following generally accepted standards of medical practice, should know have potential for negative impact on patient care.

6.1.2 Participant and Users will not rely solely on EpicCare Link for data Participant and Users know or, following generally accepted standards of medical practice, should know has the potential for negative impact on patient care. For example, Participant and Users must verify allergies, current medications, relevant histories, and problems with the patient.

6.1.3 Participant and Users will be vigilant in reporting to each other any program errors or suspected program errors discovered in the course of using EpicCare Link. Participant will report to HSHS promptly after discovery, any discovered or reported problems with EpicCare Link that have been discovered or reported by any User or which either Participant or any User independently know or, following generally accepted standards of medical practice, should know could adversely affect patient care. If Participant and Users are alerted to a problem that Participant knows or, following generally accepted standards of medical practice, should know, could adversely affect patient care, Participant will immediately alert all Users.

6.1.4 In addition to the foregoing, Participant and Users will use EpicCare Link and access and use EHR System Data only in accordance with applicable standards of good clinical practice.

7. Confidentiality and Patient Information.

7.1 Confidentiality.

7.1.1 For the purposes of this Agreement, "**Confidential Information**" means any software (including, without limitation, EpicCare Link and all technical information),material, data and business, financial, operational, customer, vendor, Trade Secrets, and other information disclosed by one Party to the other and not generally known byor disclosed to the public, and shall include, without limitation, the terms of this Agreement. As used herein, "**Trade Secrets**" includes EpicCare Link and any other trade secrets or other confidential information of Epic protected by operation of law and this Agreement.

7.1.2 Each Party shall keep, and shall require its directors, officers, employees, agents and representatives to keep, in confidence all Confidential Information of the other Party and shall not use or disclose to any third parties any of the other Party's Confidential

Information, except as specifically permitted in the Agreement or as required by law. In addition, Participant, and any of its directors, officers, employees, agents and representatives, may not disclose publicly any results of any testing or benchmarking of EpicCare Link or of HSHS's or Epic's services without HSHS's written consent, and such results shall be Confidential Information under this Section of the Agreement. Participant shall limit access to Confidential Information to Users who must have access in order to make proper use of EpicCare Link and the EHR System Data in the Participant's operations. Participant shall store all Confidential Information in a place reasonably believed to be secure. Participant shall inform all Users that Participant and Users are obligated to keep all Trade Secrets confidential and that it is the policy of the Participant to do so. In the event either Party discovers, or suspects, unauthorized use of or access to the Confidential Information (including, without limitation, any EHR System Data), it shall immediately notify the other Party.

7.1.3 Except for individually identifiable health information, which shall always be confidential, Confidential Information excludes Confidential Information which:

(i) is or becomes within the public domain through no act of the receiving Party in breach of this Agreement or any other Agreement, (ii) was in the possession of a Party prior to its disclosure or transfer to such Party and such Party can so prove,

(iii) is independently developed by a Party and such Party can so prove, or (iv) is received from another source without any restriction on use or disclosure.

7.2 Individually Identifiable Health Information. With respect to any individually identifiable health information, the Parties agree to comply with the privacy and security requirements of HIPAA, the Health Information Technology for Economic and Clinical Health Act (the "**HITECH Act**"), and all other federal and state privacy and security laws applicable to the exchange and use of the EHR System Data. Each Party shall report any unauthorized uses or disclosures or security incidents in accordance with applicable regulatory requirements, including HIPAA and the HITECH Act.

7.3 Protected Health Information and Safeguards. Participant's and Users' Access to the EHR System Data shall be in accordance with the minimum necessary standard set forth in 45 C.F.R. Sections 164.502(b) and 164.514(d) and only as is appropriate to Users' responsibilities. If Users gain inappropriate access to information, Participant will notifyHSHS's Privacy Officer.

7.4 Reporting of Unauthorized Use or Disclosure of PHI. Participant shall report to HSHS: (1) any use or disclosure of PHI not authorized by this Agreement; (2) any security incident of which it becomes aware; or (3) any allegation from any patient or other individual that a User has made an unauthorized use or disclosure of PHI or breached security of PHI. Participant shall make the report to HSHS's Privacy Officer immediately if there are foreseeable patient care consequences, and in any event not more than one (1) business day after Participant confirms such use, disclosure, security incident or allegation. Participant's report shall identify: (i) the nature of the unauthorized use or disclosure, security incident orallegation; (ii) the PHI at issue; (iii) names of workforce involved in the unauthorized use, disclosure, security incident or allegation and the recipient of any unauthorized disclosure; (iv) what Participant has done or shall do to mitigate any harmful effect of the unauthorized use or disclosure, security incident or allegation; and (v) what corrective action Participant has taken

or shall take to prevent future similar incidents. Participant shall provide such other information, including a written report, as reasonably requested by HSHS's Privacy Officer. Participant shall impose appropriate sanctions for HIPAA and/or HITECH violations by Users and shall cooperate with HSHS in mitigating any harmful effects of suchunauthorized access, use, or violations.

7.5 Notification to Individuals. At HSHS's option, Participant shall be responsible for notifying individuals of the occurrence of any unauthorized uses or disclosures of PHI described in Section 7.4 when HSHS requires notification and to pay any cost of such notifications, as well as any costs associated with the breach, including but not limited to credit monitoring. Participant must obtain HSHS's approval of the time, manner and content of any such notifications, provide HSHS with copies of the notification, and provide the notification within sixty (60) days after discovery of the breach. Participant shall have the burden of demonstrating to HSHS that all notifications were made as required, including any evidence demonstrating the necessity of any delay beyond the 60 day calendar notification requirement to affected individuals after the discovery of the breach by HSHS, Participant orany User.

8. Ownership Rights.

8.1 Intellectual Property. Except for the rights granted to Participant under this Agreement, all rights, title, and interest to EpicCare Link, the software applications used to provide EpicCare Link, the User Documentation (as defined in Section 2.1) and any other information, software, or materials provided to Participant by HSHS under this Agreement, shall at all times remain solely with HSHS, Epic, and/or HSHS's other licensors and vendors.

8.2 Epic Ownership. This Agreement does not grant to Participant or any physician or other health care provider any ownership interest in EpicCare Link. Participant and Users are granted access to EpicCare Link as provided in this Agreement. Ownership of EpicCare Link and all intellectual property rights in it shall remain at all times with Epic and, as applicable, HSHS.

9. Miscellaneous.

9.1 Compliance with Laws. Each Party represents and warrants that it has complied, and shall comply and cooperate with the other in its efforts to comply with, in all material respects, all applicable laws and regulations and with all professional and ethical requirements in connection with the fulfillment of its obligations under this Agreement, including, without limitation, the privacy and security requirements of HIPAA and the HITECH Act.

9.2 Subpoenas. In the event that HSHS or Participant is served with a subpoena or other court order relating to the access to or use of EpicCare Link, the Party receiving the subpoena shall, to the extent legally permissible, immediately notify the other Party, and the Parties shall cooperate regarding the response to such subpoena or court order to the extent permitted by law.

9.3 Third Party Beneficiaries. Except as otherwise expressly stated herein, the Parties do not intend to create any enforceable rights in any third party under this Agreement, and there are no third party beneficiaries to this Agreement; provided, however, that Epic shall be a third party beneficiary to this Agreement solely with respect to enforcing the obligations and covenants of the HSHS's agreement with Epic relating to the Epic Care software.

9.4 Notices. Unless otherwise specified herein, all notices or demands required or permitted to be given or made under this Agreement, shall be in writing and shall be hand-delivered with signed receipt or mailed by first-class mail, or sent by registered or certified mail, postage prepaid, or sent by overnight courier, addressed to the Parties at the addresses set forth on the signature page to this Agreement. Addresses may be changed by either party by giving written notice thereof to the other Party.

9.5 General. Each Party's status in all matters pursuant to this Agreement shall be that of an independent contractor and not an agent of the other. This Agreement and all exhibits referenced herein constitute the entire agreement between Participant and HSHS with respect to the subject matter of this Agreement, and supersedes all other prior and contemporary agreements, understandings and commitments between Participant and HSHS with respect to the subject matter of this Agreement. This Agreement shall not be modified or amended except by a written instrument executed by both Parties. No waiver by a Party ofany breach of this Agreement or waiver of any other provision hereunder shall be deemed to be a waiver of any other breach or provision. No failure or delay by a Party to exercise any right it may have by reason of the default of the other Party shall operate as a waiver of default or as a modification of this Agreement or shall prevent the exercise of any right of the non-defaulting party under this Agreement. If any provision of this Agreement is found to be invalid or unenforceable by any court, such provision shall be ineffective only to the extent that it is in contravention of applicable laws without invalidating the remaining provisions hereof. This Agreement shall be governed and interpreted in accordance with the laws of the State of Wisconsin. If HSHS prevails in any proceeding to enforce this Agreement or to recover damages for Participant's violation of this Agreement, Participant will pay all costs incurred by HSHS in seeking such relief, including, but not limited to, reasonable attorneys' fees. HSHS shall not be liable for failure to perform under this Agreement if such failure is due to any cause beyond its reasonable control, including, but not limited to, acts of God, governmental authorities, civil disturbances or labor disputes, embargo, riots, acts of war or terrorism, fires, power surges or power failures, malfunctioning communication lines or failures of suppliers. The provisions of Sections 1.3, 2.2, 2.5, 2.6, 2.7, 4, 6, 7 and 8 shall survive expiration or termination of this Agreement.

9.6 Headings. The headings and subheadings in this Agreement are inserted for convenience of reference only and shall not affect the meaning or interpretation of this Agreement.

9.7 Counterparts; Facsimile and pdf Signatures. The Parties agree that this Agreement may be executed in multiple originals, each of which shall be considered an original for all purposes and, collectively, shall be considered to constitute this Agreement. The Parties further agree that signatures transmitted by facsimile or in Portable Document Format (pdf) may be considered an original for all purposes, including, without limitation, the execution of this Agreement and enforcement of this Agreement.

[Signatures follow on the next page]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives on the dates indicated below.

HOSPITAL SISTERS HEALTH SYSTEM

By:_____
_____
_____
_____

Date:_____

ORGANIZATION NAME: _____

By:_____
Print Name: _____

Date: _____

Notice Addresses:

If to HSHS:

Hospital Sisters Health System
Attn: EpicCare Link Admin
Hospital Sisters Health System
4938 LaVerna Road
Springfield, IL 62707

If to Participant:

Participant:_____
Attn:_____
Address: _____
_____

CITY OF DE PERE

MEMO

Meeting Date: 8/20/2024

Department: Health
From: Chrystal Woller

Re: Recommendation from the Board of Health to approve the HSHS EpicCare Access Agreement

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The department continues to seek and improve efficiencies with daily tasks. This agreement will be a catalyst to improve time spent on accessing pertinent medical information to conduct statute required public health interventions. Historically, the health department requested and received this information through medical record requests and faxed documentation, which is time consuming. This new opportunity will allow public health to access public health information only through a secure health system portal.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**Health Department**
FROM:	**Chrystal Woller**
SUBJECT:	**Resolution #24-75 Approving Master Educational Affiliation Agreement with The Medical College of Wisconsin, Inc.**

ATTACHMENTS:

- Reso24-75 (PDF)
- Affiliation Agreement - De Pere Health Department (PDF)
- Memo_ Affiliation Agreement between MCW & De Pere Health Department (PDF)

RESOLUTION #24-75

APPROVING MASTER EDUCATIONAL AFFILIATION AGREEMENT WITH
THE MEDICAL COLLEGE OF WISCONSIN, INC.

WHEREAS, the City's Health Department is interested in partnering with The Medical College of Wisconsin (MCW) for the provision of learning and practical clinical education experiences for MCW's Master of Public Health Program; and

WHEREAS, pursuant to the attached affiliation agreement, experiences completed under this educational program would be of mutual benefit to both the student and the City;

WHEREAS, this matter has been reviewed by the Board of Health which recommends approval thereof.

NOW THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the attached Master Educational Affiliation Agreement Between the De Pere Health Department and The Medical College of Wisconsin, subject to such changes as deemed necessary by the City Attorney, as well as any subsequent extensions thereof, provided the provisions are substantively similar.

BE IT FURTHER RESOLVED THAT:

All City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: ____
Nays: ____
Board/Committee Approval: 08/12/2024

MASTER EDUCATIONAL AFFILIATION AGREEMENT
BETWEEN
DE PERE HEALTH DEPARTMENT
AND
THE MEDICAL COLLEGE OF WISCONSIN, INC.

This Agreement is made as of the 26th day of August, 2024, by and between City of De Pere Health Department, ("Site") and The Medical College of Wisconsin, Inc. ("MCW"). The purpose of this Agreement is to provide learning and practical experiences for the students of MCW as listed in the attached Program Memoranda and to establish and operate Education Programs at Site.

GENERAL

1. Program Memorandum. Each educational program of MCW which places students at Site (each, a "Program") is subject to this Agreement and is identified in a Program Memorandum accompanying this Agreement. If more than one educational program of MCW is or becomes subject to this Agreement, there will be a separate Program Memorandum for each such program, signed by the parties, and each such program will be considered the "Program" for purposes of this Agreement. The Program Memorandum:

(a) Indicates the representatives of MCW and Site responsible for maintaining liaison between the parties for purposes of the Program (hereafter, the "MCW Designee" and the "Site Designee," respectively);

(b) Indicates the number of students from MCW who will be permitted to participate in the Program at Site during any one rotation;

(c) Provides such other information as may be required under this Agreement or as may be appropriate for the operation of the Program at Site; and

(d) Refers to this Agreement.

In the event of any discrepancy between the Program Memorandum and this Agreement, the provisions of this Agreement shall prevail.

2. Term and Termination. This Agreement is for a term of one year beginning on the date first written above, and it shall be automatically renewed for subsequent one-year terms unless terminated by either party upon six months prior written notice to the other party, provided that either party may terminate any individual Program under the same terms without terminating all the Programs. Notwithstanding any such termination, any student already enrolled and participating in the Program which is being terminated shall have the right to complete in full the placement at Site unless cancellation of placement occurs pursuant to the terms herein.

3. Number of Students; Placement Dates. The number of students eligible to participate in the Program and the specific dates for the placement of each student in the Program will be mutually determined by agreement of the parties in writing in the Program Memorandum.

4. Student Prerequisites. MCW will assign to Site only those students who have satisfactorily completed the prerequisite didactic portion of MCW's applicable educational program.

5. Cancellation of Individual Placement. Site may cancel, by notice in writing to the MCW Designee for the applicable Program and to the MCW registrar, the placement of any student

whose performance is unsatisfactory, whose personal characteristics prevent desirable relationships within Site or non-Site-owned premises in which Site's faculty conduct their practice, or whose health status is a detriment to the student's successful completion of the placement or the safety of others. Site will provide the student, the MCW registrar, and the MCW Designee for the Program with a written justification for the proposed cancellation of a placement. Except in emergencies, Site shall consult with the MCW registrar and the MCW Designee for the Program prior to any such cancellation.

6. Compliance with Applicable Laws, Regulations and Ordinances; Non-Discrimination. The parties agree to comply with all applicable federal, state, and local laws, regulations and ordinances. Both parties specifically agree not to discriminate unlawfully against any individual on the basis of race, creed, national origin, color, sex, religion, age, marital status, veteran status, or disability.

7. No Third-Party Beneficiaries. This Agreement is not a third-party beneficiary contract and confers no rights upon students or employees of the parties.

8. Status of Students. Students are not employees of MCW or Site and are therefore ineligible to receive Worker's Compensation or Unemployment Compensation benefits from either party.

9. Site Requirements for Students. The Site Designee for each Program shall forward a list of requirements, including immunizations, titers, special training, and any other requirements, as well as any applicable deadlines, to the MCW Designee for that Program. The MCW Designee for each Program shall inform the students of Site's requirements and instruct the students to send information indicating completion dates of those requirements to Site. Each student will be responsible for providing accurate and timely documentation of the completion of all requirements to Site. The failure to provide accurate and timely documentation of fulfillment of all requirements shall be sufficient justification under Section 5 above for Site to cancel or postpone, at its option, the placement of such student.

10. Insurance. In order to insure against potential liability arising out of the activities performed under, or in any manner related to, this Agreement, MCW and Site each agree to obtain and maintain, in force and effect, comprehensive general liability insurance with minimum limits of $1,000,000 per occurrence and $2,000,000 aggregate. Both MCW and Site agree that such insurance may not be revoked, reduced or changed in a material way without at least thirty (30) days prior written notice to the other party.

11. Indemnification. MCW shall be responsible for the negligent acts or omissions of its officers, and employees acting within the scope of their employment and for the negligent acts or omissions of its students acting within the scope of their responsibilities in their educational program. Site shall be responsible for the negligent acts or omissions of its officers, employees, and agents acting within the scope of their employment or agency, respectively. Neither of the parties agree to indemnify the other party for any such act or omission, provided, however, that this Agreement shall not constitute a waiver by either party of any rights to indemnification, contribution or subrogation which such party may have by operation of law.

12. Amendment. This Agreement may be revised or modified only by written amendment signed by authorized representatives of both parties.

13. Superseding Agreement. This Agreement, including the Program Memoranda, supersedes all prior agreements between the parties hereto relating to Education Programs at Site for MCW students.

RESPONSIBILITIES OF MCW

14. MCW Designee. The MCW Designee for each Program shall be a MCW faculty member who shall coordinate with the Site Designee the program for each student assigned to Site.

15. Notification to Students. MCW Designee for each Program shall notify each student that he or she is responsible for:

(a) Reporting to Site on time and following the administrative policies, standards, and practices of Site and any other institution in which the placement is conducted;

(b) Providing his or her own transportation and living arrangements;

(c) Maintaining his or her own health records and providing his or her own health insurance coverage and documentation as required by Site;

(d) Conforming to the standards and practices established by MCW while training in Site;

(e) Maintaining confidentiality of information relating to Site's patients or clients.

16. Disciplinary Action. MCW shall handle all student disciplinary problems, considering recommendations of personnel of Site.

RESPONSIBILITIES OF SITE

17. Provision of Planned, Supervised Program. Site shall provide a planned, supervised program of practical experience as specified in the most recent outline of its Education Program supplied in writing to MCW Designee.

18. Student Records. Site shall maintain complete records and reports on each student's performance, providing evaluations and grades to MCW Designee on forms provided by MCW within thirty (30) days of completion of said student educational experience at Site.

19. Responsibility for Patients. If Student provides clinical care or is involved in clinical care under this Agreement, Site shall retain ultimate responsibility for the care of its patients.

20. Inspection of Premises and Records. Site shall, on reasonable notice, permit inspection of its facilities and records of MCW's students by appropriate MCW or accreditation agency representatives charged with the responsibility for approval of the site or accreditation of MCW's curriculum.

21. Designation of Responsible Site Personnel. Site shall designate in writing to MCW Designee in each Program the name of the person responsible for Site's Education Program in that Program and shall also submit to MCW Designee the curriculum vitae of Site's professional staff participating in the Education Program. Site agrees to notify MCW Designee of any change or proposed change in its designation of the person responsible for the Training Program in each Program.

22. Student Compliance. Site shall require the students' compliance with their responsibilities as set forth in Sections 15((a)) through ((e)) above. MCW agrees to assist Site in obtaining students' compliance upon request.

23. No Student Support. MCW acknowledges that Site has no obligation to provide any portion of the room and board, and/or stipend during the term of any student's placement.

24. Orientation. Site shall, at the commencement of a student's placement, provide the student a thorough orientation as to Site's administrative policies, standards, and practices relevant to the placement.

25. Student Absences. Except in emergencies, Site shall not grant leaves of absence from regular duties to students during their placements without prior approval from MCW Designee. In the event that a student with a placement in one of Site's Education Programs accumulates absence due to illness in excess of three days during the placement, Site shall promptly arrange for the student to make up the lost time or shall inform MCW Designee of its inability to make such arrangements.

26. Supplies and Support. Site shall make available to students for educational purposes use of such supplies and equipment as are commonly available and standard reference material suitable to the learning experience of the student.

27. Compliance. Site shall comply with applicable MCW policies and procedures.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their duly authorized representatives as of the date first written above.

De Pere Health Department	The Medical College of Wisconsin, Inc.
By: _____	By: _____
Name: Mayor James Boyd	Joseph E. Kerschner, MD
Title: City of De Pere Mayor	Dean of the Medical School & Executive Vice President

PROGRAM MEMORANDUM MASTER OF PUBLIC HEALTH PROGRAM UNDER MASTER EDUCATIONAL AFFILIATION AGREEMENT BETWEEN DE PERE HEALTH DEPARTMENT AND THE MEDICAL COLLEGE OF WISCONSIN, INC.

This Program Memorandum for the Master of Public Health Program pertains to the Master Educational Affiliation Agreement (the "Agreement") effective 8/26/24 between De Pere Health Department ("Site") and The Medical College of Wisconsin, Inc. ("MCW"). This Program Memorandum is an integral part of the Agreement, and all terms used in both documents are intended to have the same meanings unless the context clearly indicates otherwise. If more than one Program is subject to the Agreement, however, the term the "Program" as used in this Program Memorandum is intended to refer only to the particular program identified in paragraph 1, below. This Program Memorandum supersedes all prior agreements for the Program named below.

1. **Program**. The Program to which this Program Memorandum applies: Master of Public Health Program

2. **Site Department/Division which will conduct the Education Program**: De Pere Health Department

3. **Date of Implementation**. Experiences under the Program will begin on the following date: August 26, 2024

4. **Length of Educational Experience**: 80 hours

5. **Site and MCW Designees**.

(a) Name, title and telephone number of the Site Designee responsible for maintaining liaison with MCW for purposes of this Program:

Chrystal Woller, Health Officer

Phone: 920-339-4054

(b) Name, title and telephone number of the MCW Designee responsible for maintaining liaison with Site for purposes of this Program:

Dr. David Nelson, Master of Public Health Program Director, MCW
Phone: 414-955-4386

6. Maximum number of Students who will be permitted to participate in the Program at the facility during any one semester or rotation: 1

De Pere Health Department	The Medical College of Wisconsin, Inc.
By: _____	By: _____
Name: Mayor James Boyd	Joseph E. Kerschner, MD
Title: City of De Pere Mayor	Dean of the Medical School & Executive Vice President

CITY OF DE PERE

MEMO

Meeting Date: 8/20/2024
Department: Health
From: Chrystal Woller

Re: Recommendation from the Board of Health to approve an Affiliation Agreement between MCW & De Pere Health Department

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The De Pere Health Department is interested in hosting a graduate student from the Medical College of Wisconsin, Masters of Public Health Program. This signed agreement would allow this graduate student to complete their academic requirement for a field placement experience. Academic projects completed for this rotation would be mutually beneficial for both the student and the De Pere Health Department.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**Health Department**
FROM:	**Chrystal Woller**
SUBJECT:	**Resolution #24-76 Approving Grant Agreement Modification to Immunization Cooperative Agreements (Division of Public Health DPH Contract #62109-2).**

ATTACHMENTS:

- Reso24-76 (PDF)
- Memo_Immunization Outreach Grant Contract (PDF)
- Immunization Outreach Grant WI DPH Contract #62109-2 in the amount of $9,239 (PDF)

RESOLUTION #24-76

APPROVING GRANT AGREEMENT MODIFICATION TO IMMUNIZATION COOPERATIVE AGREEMENTS
(Division of Public Health DPH Contract #62109-2)

WHEREAS, the Health Department and the State of Wisconsin Department of Health Services (DHS) are parties to an amendment to the 2023 Division of Public Health (DPH) Consolidated Contract #62109-1, approved by Resolution #24-50; and

WHEREAS, the DHS would like to amend the original contract to increase Health Department funding for the Immunization Program by $300.00 (for a new total of $9,239.00) for the Immunization Hepatitis B Program; and

WHEREAS, acceptance of such funds requires approval and execution of the Consolidated Contract #62109-2 Grant Agreement Modification, as is attached hereto.

WHEREAS, the Board of Health has reviewed such Grant Agreement Modification and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is hereby authorized and directed to execute the Grant Agreement Modification Between the State of Wisconsin Department of Health Services and De Pere DPH for 2024 DPH LPHD Consolidated Contract (#62109-2), subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

> All City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/12/2024

CITY OF DE PERE

MEMO

Meeting Date: 8/20/2024
Department: Health
From: Chrystal Woller

Re: Recommendation from the Board of Health to approve WI DPH Contract #62109-2 in the amount of $9,239

WI Department of Health Services has awarded De Pere Health Department an additional $300 for the Immunization Consolidated Contract increasing the total amount for that program for a new total of $9,239 (contract end date 9/30/2025).

Docusign Envelope ID: 4A0681B2-0EFE-459F-8D3E-18897A39DBEE

GRANT AGREEMENT MODIFICATION
between the
STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES
And
Depere Dph
for
2024 DPH LPHD Consolidated Contract

DHS Grant Agreement No.: 435100-G24-DPHCC24-17 M2
DPH Contract No.: 62109-2
Agreement Amount: $9,239
Agreement Term Period: 10/01/2023 to 9/30/2025
GEARS Pre-Packet No: 27015

DHS Division: Division of Public Health
DHS Grant Administrator: Anna Benton
DHS Email: DHSGACMail@dhs.wiconsin.gov

Grantee Grant Administrator: Ms Chrystal Woller
Grantee Address: 335 S BROADWAY, DE PERE, WI, 541152526
Grantee Email: cwoller@deperewi.gov

Modification Description: We are adding funding for the Immunization Hepatitis B Program (Profile 155020). Final reports are due 45 days from the end of the designated contract period for any included profiles.

This is a Modification of an existing Agreement, as specified above. This Modification of Agreement encompasses both Amendments and Addendums to an existing Grant Agreement. This Modification is entered into by and between the State of Wisconsin Department of Health Services (DHS) and the Grantee listed above. With the exception of the terms being modified by this Grant Agreement Modification, ALL OTHER TERMS AND CONDITIONS OF THE EXISTING AGREEMENT, INCLUDING FUNDING, REMAIN IN FULL FORCE AND EFFECT. This Modification, including any and all attachments herein and the existing agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations. DHS and the Grantee acknowledge that they have read the Modification and understand and agree to be bound by the terms and conditions of the existing agreement as modified by this action. This Modification becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Grantee
Entity Name: _____

Authorized Representative

Name: Chrystal Woller

Title: Health Officer/Health Department Director

Signature: _____

Date: _____

Document In Process

Template Revision: 04/04/2024 (previous templates

Docusign Envelope ID: 4A0681B2-0EFE-459F-8D3E-18897A39DBEE

CIVIL RIGHTS COMPLIANCE ATTACHMENT

The Wisconsin Department of Health Services and Grantee agree to the below change to the agreement. The below enumerated agreement revision is hereby incorporated by reference into the agreement and is enforceable as if restated therein in its entirety.

Section 10 of the Agreement ("CIVIL RIGHTS COMPLIANCE") is hereby amended by inserting the following:

In accordance with the provisions of Section 1557 of the Patient Protection and Affordable Care Act of 2010 (42 U.S.C. § 18116), Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), and regulations implementing these Acts, found at 45 C.F.R. Parts 80, 84, and 91 and 92, the Grantee shall not exclude, deny benefits to, or otherwise discriminate against any person on the basis of sex, race, color, national origin, disability, or age in admission to, participation in, in aid of, or in receipt of services and benefits under any of its programs and activities, and in staff and employee assignments to patients, whether carried out by the Grantee directly or through a Sub-contractor or any other entity with which the Grantee arranges to carry out its programs and activities.

In accordance with the provisions of Section 11 of the Food and Nutrition Act of 2008 (7 U.S.C. § 2020), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), and Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), and the regulations implementing these Acts, found at 7 C.F.R. Parts 15, 15a, and 15b, and Part 16, 28 C.F.R. Part 35, and 45 C.F.R. Part 91, the Grantee shall not discriminate based on race, color, national origin, sex, religious creed, disability, age, or political beliefs or engage in reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by the United States Department of Agriculture.

HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

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GEARS PAYMENT INFORMATION

DHS GEARS STAFF INTERNAL USE ONLY

GEARS PAYMENT INFORMATION

The information below is used by the DHS Bureau of Fiscal Services, GEARS Unit, to facilitate the processing and recording of payments made under this Agreement.

GEARS Contract year: 2024

Agency #:	Agency Name:	Agency Type:	GEARS Contract Start Date	GEARS Contract End Date	Program Total Contract:
472779	**Depere Dph**	**60**	**1/1/2024**	**12/31/2024**	**$9,239**

Profile ID#	Profile Name	Profile Note	Profile Current Amount	Profile Change Amount	Profile Total Amount	Funding Controls
155020	CONS CONTRACTS IMM		$8,939	$300	$9,239	N/A
					$9,239	

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Docusign Envelope ID: 4A0681B2-0EFE-459F-8D3E-18897A39DBEE

GEARS FEDERAL AWARD INFORMATION

DHS Profile Number	155020
FAIN	NH23IP22611
Federal Award Date	8/31/2024
Sub-award period of Performance Start Date	1/1/2024
Sub-award period of Performance End Date	12/31/2024
Amount of Federal Funds obligated (committed) by this action	$300
Total Amount of Federal Funds obligated (committed)	$9,239
Federal Award Project Description	Immunization Cooperative Agreements
Federal Awarding Agency Name (Department)	Department of Health Services
DHS Awarding Official Name	Debra K. Standridge
DHS Awarding Official Contact Information	**608-266-9622**
Assistance Listing (formerly CFDA) Number	93.268
Assistance Listing (formerly CFDA) Name	Immunization Cooperative Agreements
Total made available under each Federal award at the time of disbursement	$32,393,052
R&D?	No
Indirect Cost Rate	7.5%

Document In Process

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**Health Department**
FROM:	**Chrystal Woller**
SUBJECT:	**Resolution #24-77 Approving Grant Agreement for State of Wisconsin Department of Health Services (Grant Agreement No. 435100-G25-TBDISPENSE-16).**

ATTACHMENTS:

- Reso24-77 (PDF)
- TB Dispensary Contract WI DHS (PDF)
- Memo_TB Dispensary Contract (PDF)

RESOLUTION #24-77

APPROVING GRANT AGREEMENT FOR STATE OF WISCONSIN DEPARTMENT OF HEALTH SERVICES (Grant Agreement No. 435100-G25-TBDISPENSE-16)

WHEREAS, the Health Department and the State of Wisconsin Department of Health Services desire to enter into the attached Department of Health Services (DHS) Grant Agreement No. 435100-G25—TBDISPENSE-16 to facilitate the Wisconsin Tuberculosis (TB) Dispensary Program for residents meeting certain eligibility criteria; and

WHEREAS, in the event this agreement is activated for treatment of active TB disease or latent TB infection, reimbursement under the agreement requires the approval and execution of DHS Agreement No. 435100-G25-TBDISPENSE-16 for its fiscal year 2025 (July 1, 2024-June 30, 2025); and

WHEREAS, the Board of Health has reviewed such agreement and recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is hereby authorized and directed to execute the Grant Agreement between the State of Wisconsin Department of Health Services and City of De Pere Health Department for Fiscal Year 2025 DPS Agreement No. 435100-G25-TBDISPENSE-16 as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

> All City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/12/2024

Docusign Envelope ID: D1B10130-30BF-431A-828E-A35E85664E2D

Wisconsin Department of Health Services
Contract Centralization Legal Review

Agreement Number: **435100-G25-TBDISPENSE-16**

Bureau of Procurement and Contracting (BPC) Review:

☒ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

☐ This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

☐ This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:
NA

Office of Legal Counsel (OLC) Review and Approval:

☒ This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by:
Cody Wagner
31F480248CEC464...

Name: Cody Wagner
Title: Office of Legal Counsel

6/4/2024
Date Signed

Revision: 8/2/2022 (previous versions obsolete)

Document in Process

Docusign Envelope ID: D1B10130-30BF-431A-828E-A35E85664E2D

Tony Evers
Governor

Kirsten L. Johnson
Secretary

State of Wisconsin
Department of Health Services

DIVISION OF PUBLIC HEALTH

1 WEST WILSON STREET
PO BOX 2659
MADISON WI 53701-2659

Telephone: 608-266-1251
Fax: 608-267-2832
TTY: 711 or 800-947-3529

To: Local Health Officers

From: Pat Heger, Financial Specialist Advanced, Wisconsin Department of Health Services (DHS) Tuberculosis Program (WTBP)

Date: May 23, 2024

Re: FY2025 Wisconsin Tuberculosis (TB) Dispensary Contracts

It is time to establish Wisconsin TB Dispensary contracts for fiscal year 2025, which runs from July 1, 2024, to June 30, 2025. Please submit signed contracts for the Wisconsin TB Dispensary by Friday, June 30, 2024. Contracts received after that date may be delayed in getting established, although coverage will be retroactive to July 1, 2024.

The contract is a standard purchase order interagency agreement between your health department and the State of Wisconsin. The accompanying documents (*Wisconsin Tuberculosis Dispensary Policy and Procedures, with attachments A, B, C, D, E, and G*) provide the specifics of how the Wisconsin TB Dispensary works, who is eligible for coverage, what services and medications are allowed, service codes, National Drug Codes (NDC), and Medicaid reimbursement rates as of April 2023.

Please follow emailed DocuSign instructions to electronically sign the contract and return to DPH through DocuSign. *Attachment B* (Clinical Services Plan) must be returned, or your contract will not be valid. *Attachment D* (Pharmacy Services Plan) is optional, to be completed and returned for any jurisdiction that will be requesting reimbursement for pharmacy services not ordered through the default Wisconsin TB Dispensary pharmacy.

New This Year

We have a new service code. T1017 – Targeted Case Management is replacing both H0033 – directly observed therapy and 99401 – symptom treatment and monitoring. T1017 is broken out into 15 minutes increments like the old service codes. You may also use it for video DOT at the 15-minute rate only. S9445 – Patient education and monitoring is available for your before and after treatment efforts.

As always, WTBP staff members are available to answer any questions you may have by phone (608-261-6319) or email (DHSWITBProgram@dhs.wisconsin.gov).

Thank You,

Document in Process

Docusign Envelope ID: D1B10130-30BF-431A-828E-A35E85664E2D

GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services
and
De Pere Department of Public Health
for
Tuberculosis (TB) Dispensary Program

DHS Grant Agreement No.: 435100-G25-TBDISPENSE-16
Agreement Amount: Sum Sufficient
Agreement Term Period: July 1, 2024, to June 30, 2025

DHS Division: Public Health
DHS Grant Administrator: Patricia Heger
DHS Telephone: 608-266-9692
DHS Email: patricia.heger@dhs.wisconsin.gov

Grantee Grant Administrator: Chrystal Woller
Grantee Telephone: 920-339-2373
Grantee Email: cwoller@deperewi.gov
Grantee Unique Entity Identifier (UEI) Name:
Grantee Unique Entity Identifier (UEI) Number:
Grantee Supplier ID: 71770

DHS and the Grantee acknowledge that they have read the Agreement and the attached documents, understand them and agree to be bound by their terms and conditions. Further, DHS and the Grantee agree that the Agreement and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the Agreement and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the Agreement. DHS reserves the rights to reject or cancel Agreements based on documents that have been altered. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin **Department of Health Services**	**Grantee** Entity Name: _____
Authorized Representative	Authorized Representative
Name: _____	Name: Chrystal Woller
Title: _____	Title: Health Officer/Health Department Director
Signature: _____	Signature: _____
Date: _____	Date: _____

Document In Process

Docusign Envelope ID: D1B10130-30BF-431A-828E-A35E85664E2D

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1. DEFINITIONS

Words and terms will be defined by their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms will be defined by the meanings indicated. The meanings are applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Agency: an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the Wisconsin State Constitution or any law, which is entitled to expend monies appropriated by law, including the Legislature and the courts.

Assistance Listing: refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, formerly known as the Catalog of Federal Domestic Assistance (CFDA), pursuant to 2 C.F.R. § 200.1.

Business Associate: pursuant to 45 C.F.R. § 160.103, a business associate includes:

(i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.

(ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.

(iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

Business Day: any day on which the State of Wisconsin is open for business, generally Monday through Friday unless otherwise specified in this Agreement.

Confidential Information: all tangible and intangible information and materials being disclosed in connection with this Agreement, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one (1) of the following criteria: (i) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 C.F.R. § 160.103; (iii) non-public information related to DHS' employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by DHS. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

Grant Administrator: individual(s) responsible for ensuring all steps in the grant administration process are completed, including drafting grant language, negotiating grant terms, and monitoring the granted entity's performance.

Personally Identifiable Information: an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Protected Health Information (PHI): health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the

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provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

Publicly Available Information: any information that an entity reasonably believes is one of the following: a) lawfully made widely available through any media; b) lawfully made available to the general public from federal, state, or local government records or disclosures to the general public that are required to be made by federal, state, or local law.

2. ORDER OF PRECEDENCE

This Agreement and the following documents incorporated by reference into the Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

1. The Business Associate Agreement (BAA) if applicable.
2. The terms of this Agreement.
3. Any and all exhibits or appendices to this Agreement.

3. PARTIES

This is a grant agreement between the state agency responsible for overseeing the coordination and integration of social service programs and the Grantee listed below.

A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS).
DHS' principal business address is: 1 West Wilson Street, Room 272, Madison, Wisconsin 53703.

B. The Grantee is: De Pere Department of Public Health
The Grantee's principal business address is: 335 South Broadway, De Pere, WI 54115-2593

4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(s) describe the terms and conditions under which the Grantee receives an award from DHS to carry out part of a state and/or federal program.

The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached exhibit(s).

4.1 **List of Exhibits**

Exhibit 1: Attachment A – Covered Clinical Services by PT Type
Exhibit 2: Attachment B – Clinical Services Plan
Exhibit 3: Attachment C – CPT Service Codes
Exhibit 4: Attachment D – Pharmacy Services Plan
Exhibit 5: Attachment E – Medication Reimbursement Rates
Exhibit 6: Attachment F – TB Dispensary Policy and Procedures
Exhibit 7: Attachment G – Payment Details

5. CONTACT INFORMATION

DHS Grant Administrator
Grant Administrator Name: **Patricia Heger**
Telephone**: 608-266-9692**
Email: patricia.heger@dhs.wisconsin.gov

Grantee Grant Administrator
Grant Administrator Name: Chrystal Woller
Telephone**:** 920-339-2373
Email: cwoller@deperewi.gov

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DHS will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 3, unless otherwise notified by the Grantee.

6. PAYMENT FOR GRANT AWARD

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A. *Prompt Payment Law*: DHS shall pay properly submitted Supplier invoices within thirty (30) days of receipt, providing that the services to be provided to DHS have been delivered, rendered, or installed (as the case may be), and accepted as specified in this Agreement and all documents incorporated herein by reference. A good faith dispute in regard to an invoice creates an exception to prompt payment pursuant to Wis. Stat. § 16.528
B. *State Tax Exemption*: DHS is exempt from payment of Wisconsin sales or use tax on all purchases.
C. *Payment Offsets for Grantee's Delinquency*: The State of Wisconsin may offset payments made to the Grantee under this Agreement in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government. DHS reserves the right to cancel this Agreement as provided in Agreement Cancellation, if the delinquency is not satisfied by the offset or other means during the Agreement term.
D. *Refund of Credits*: DHS may request a refund of credits owed at any time. Grantee agrees to refund credits owed within sixty (60) days of DHS's request.

7. REPORTING

A. The Grantee shall comply with DHS' program reporting requirements as specified in the Scope of Work.
B. The required reports shall be forwarded to DHS Grant Administrator according to the schedule established by DHS.

8. FEDERAL AND STATE RULES AND REGULATIONS

A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.
D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order. https://www.govregs.com/regulations/title2_chapterII_part200_subpartD_subjgrp29_section200.322

9. AFFIRMATIVE ACTION

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

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As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Wisconsin Department of Workforce Development (DWD), the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Grantees posted on the following website under DOA-3021P: https://doa.wi.gov/Pages/SBOPForms.aspx.

The Grantee must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Agreement. If the Grantee employs fifty (50) or more employees and receives at least $50,000 in funding, the Grantee must complete a Civil Rights Compliance Plan (CRC Plan) unless the grantee meets one of the limited exceptions. The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Agreement and are enforceable as if restated herein in their entirety. The Civil Rights Compliance Requirements, including the CRC LOA form and the template and instructions for the CRC Plan can be found at https://www.dhs.wisconsin.gov/civil-rights/requirements.htm or by contacting:

Department of Health Services
Civil Rights Compliance
Attn: Civil Rights Compliance Officer
1 West Wilson Street, Room 651
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 267-4955 (Voice)

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711 or 1-800-947-3529 (TTY)
Fax: (608) 267-1434
Email: DHSCRC@dhs.wisconsin.gov

The CRC Plan must be kept on file by the Grantee and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

The Grantee agrees to cooperate with DHS in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Subgrantee(s) under this Agreement. DHS agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions.

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

In connection with the performance of the work prescribed in this Agreement, it may be necessary for DHS to disclose to the Grantee certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (Confidential Information). The Grantee shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 18 (Audits) of this Agreement.

The Grantee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Grantee on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, the Grantee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

The Grantee or its employees and Subgrantees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination. Grantee shall advise all of their agents, employees, successors, assigns and Subgrantee which are engaged by the State of the restrictions, present and continuing, set forth herein. Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantee regarding the restrictions herein.

A. *Reporting to DHS*: Grantee shall immediately report within five (5) business days or less to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware, per state and federal requirements, as stated in any and all exhibits or appendices to this Agreement. Grantee shall

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cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.

B. *Indemnification:* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless DHS and any of its officers, employees, or agents from any claims arising from the acts or omissions of the Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by DHS in the enforcement of this section.

C. *Equitable Relief:* The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.

D. *Liquidated Damages:* The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
1. $1,000 for each individual whose Confidential Information was used or disclosed;
2. $2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section

E. *HIPAA:* The Grantee **IS NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

If the Grantee is a Business Associate, the Grantee agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 applicable to Business Associates. As defined herein, "Business Associate" shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of Wisconsin, Department of Health Services**.**

In agreements for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability act of 1996 (HIPAA), the Grantee as a Business Associate must complete a Business Associate Agreement (BAA) F-00759. This document must be fully executed before Agreement performance begins.

This Section shall survive the termination of the Agreement.

12. HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

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13. SUBGRANT or SUBCONTRACT

A. DHS reserves the right of approval of any Grantee's further contracts, grants, contractors, or grantees under this Agreement, and the Grantee shall report information relating to any further contract, grants, contractors, or grantees to DHS. A change in any further contractor or grantee or a change from a direct service provision to a further contractor or grantee may only be executed with the prior written approval of DHS. In addition, DHS approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or grantee selected. Approval of any further contracts, grants, contractors, or grantees will be withheld if DHS reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.

B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

14. GENERAL PROVISIONS

A. Any payments of monies to the Grantee by DHS for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.

B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.

C. If a state public official (*see* Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than $3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

Wisconsin Ethics Commission
PO Box 7125
Madison, WI 53707-7125
Fax: (608) 264-9319

D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.

E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

15. ACCOUNTING REQUIREMENTS

A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by DHS as contained in Section 6 of this Agreement, and support expenditure reports submitted to DHS.

B. The Grantee shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.

C. Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm).

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16. CHANGES IN ACCOUNTING PERIOD

A. The Grantee shall notify DHS of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.
C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

17. PROPERTY MANAGEMENT REQUIREMENTS

A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which DHS retains ownership of and which is in the care, custody, and control of the Grantee.
B. DHS shall have all ownership rights in any computer hardware supplied by DHS as a result of this Agreement. DHS shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and/or installed under this Agreement.
C. The Grantee agrees that if any materials are developed under this Agreement, DHS shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to DHS.

18. AUDITS

A. *Requirement to Have an Audit*: Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is $100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.
B. *Audit Requirements*: The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
    - 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
    - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions.
    - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than $100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.
C. *Source of Funding:* DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing number and the percentages of federal, state and local funds constituting the agreement.

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D. *Reporting Package*: The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:
   1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
   2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
   3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
   4. Report on compliance for each major program and a report on internal control over compliance.
   5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
   6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district; if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling $100,000 or more for all of its grant(s) or contract(s) with DHS.
   7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
   8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
   9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.

   *NOTE: These schedules are only required for certain types of entities or specific financial conditions.
   For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.

E. *Audit Due Date*: Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.

F. *Sending the Reporting Package*: Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)

G. *Access to Subrecipient Records*: The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.

H. *Access to Auditor's Work Papers*: The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.

I. *Failure to Comply with the Audit Requirements*: DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
   1. The auditee did not have an audit.
   2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
   3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
   4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
   5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.

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J. *Sanctions:* DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
   1. Requiring modified monitoring and/or reporting provisions;
   2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
   3. Disallowing the cost of audits that do not meet these standards;
   4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
   5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
   6. Assessing financial sanctions or penalties;
   7. Discontinuing contracting with the auditee; and/or
   8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.

K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.
   The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.
   DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F-Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

19. OTHER ASSURANCES

A. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.

B. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of $500 or when total past due liabilities to any one or more vendors exceed $1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.

C. DHS may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to $500,000.

20. RECORDS

A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.

B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of DHS' records that the Grantee accesses to provide services under this Agreement.

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C. The Grantee and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of DHS, its authorized agents, and federal agencies, in order to confirm the Grantee's compliance with the specifications of this Agreement.
D. The Grantee agrees to retain and make available to DHS all program and fiscal records for six (6) years after the end of the Agreement period.
E. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee's or DHS' responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

21. CONTRACT REVISIONS AND/OR TERMINATION

A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:
   1. Increased or decreased volume of services.
   2. Changes required by state and federal law or regulations or court action.
   3. Increase or reduction in the monies available affecting the substance of this Agreement.
B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.
C. *Non-Appropriation*: DHS reserves the right to cancel this Agreement in whole or in part without penalty if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.
D. *Termination for Cause*: DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.
   The Grantee may terminate the Agreement after providing DHS a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure to perform under the terms of this Agreement.
   Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
   Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.
E. *Termination for Convenience*: Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.
   In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement and shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.
F. *Cancellation*: DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
   1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
   2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30)-day notice;
   3. Makes an assignment for the benefit of creditors;
   4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
   5. Incurs a delinquent Wisconsin tax liability;
   6. Fails to submit a non-discrimination or affirmative action plan as required herein;
   7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
   8. Becomes a federally debarred Grantee;

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9. Is excluded from federal procurement and non-procurement Agreements;
10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
11. Fails to maintain the confidentiality of DHS' information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
12. Grantee performance threatens the health or safety of a state employee or state customer.

22. NONCOMPLIANCE AND REMEDIAL MEASURES

A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure DHS determines is necessary to protect the interests of the State.

B. The Grantee shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide DHS with a plan to correct the noncompliance.

C. If DHS determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.

D. If required statistical data, reports, and other required information are not submitted when due, DHS may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

23. DISPUTE RESOLUTION

If any dispute arises between DHS and Grantee under this Agreement, including DHS' finding of noncompliance and imposition of remedial measures, the following process will be the exclusive administrative review:

A. *Informal Review*: DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
   1. A brief statement of the issue.
   2. The steps that have been taken to resolve the dispute.
   3. Any suggested resolution by either party.

B. *Division Administrator's Review*: If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within fourteen (14) days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.

C. *Secretary's Review*: If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within fourteen (14) days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

24. FINAL REPORT DATE

A. Expenses incurred during the Agreement period but reported later than **60 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur.

B. Expenses incurred outside of the Agreement period would be considered not allowable.

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25. INDEMNITY

To the extent authorized under state and federal laws, DHS and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

26. CONDITIONS OF THE PARTIES' OBLIGATIONS

A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of DHS shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
B. DHS and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.
C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

27. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Agreement shall be the Circuit Court of Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin, as applicable.

28. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

29. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

30. ANTI-LOBBYING ACT

The Grantee shall certify to DHS that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

The Grantee shall use Standard Form LLL (SFLLL) for Disclosure of Lobbying Activities available at: https://www.gsa.gov/reference/forms/disclosure-of-lobbying-activities. A completed disclosure must be provided upon Department request.

31. DEBARMENT OR SUSPENSION

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from federal procurement and non-procurement programs). The Grantee

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further certifies that potential Subgrantees or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

32. DRUG FREE WORKPLACE

The Grantee, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

33. MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

34. CAPTIONS

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

35. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

Match Requirements:
Funding percentages:
a. Federal:
b. State: 100%
c. Local/Other:

36. NULL AND VOID

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of DHS' and Grantee's Authorized Representatives on this Agreement exceeds sixty (60) days inclusive of the two signature dates.

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ATTACHMENT A

Wisconsin TB Dispensary Program

Covered Clinical Services by Patient Type – Fiscal Year 2025

NOTE: Any additional services that exceed allowed number of services MUST have a pre-authorization and are at the discretion of the Wisconsin TB program (WTBP) for reimbursement.

Type and amount of services covered by the WTBP (for the duration of treatment):			
Service	**Active Tuberculosis (TB) Disease**	**Suspect or contact who is eventually ruled out**	**Latent TB Infection (LTBI)**
Laboratory tests** (does not include blood collection)	**Diagnostic IGRA** - 2 **Liver function*** - 1 to 2 **CBC w/ platelets** - 1 **HIV** - 1 **Serum creatinine** - 1 **Uric acid** - 1 **A1C** – 1 **Alkaline Phosphate-** 1	**Diagnostic IGRA**- 2 (1 at baseline, 1 at 8-10 weeks post-exposure) **Liver function*** -1 **HIV** - 1	**Diagnostic IGRA-** 2 **Liver function*** - 2 **CBC w/ platelets** - 1 **HIV** - 1
Blood specimen collection (venipuncture)	≤ # of tests performed	≤ # of tests performed	≤ # of tests performed
Diagnostic tuberculin skin test (TST, includes placement & reading)	1	2 (1 at baseline, 1 at 8-10 weeks post-exposure)	1
Chest Imaging & interpretation (CT or 2-view chest X-ray recommended for diagnosis)	3	2	1
Medical evaluation by MD	4 total [1 new (diagnostic)] [3 established (follow-up)]	2 total [1 new (diagnostic)] [1 established (follow-up)]	2 total [1 new (diagnostic)] [1 established (follow-up)]
Sputum collection	Various***	3	3
DOT and Nurse Services Codes			
Targeted Case Management (TCM)****	Service code T1017 TCM includes DOT/VDOT, patient education, and symptom treatment and monitoring for adverse drug reactions.		
Patient education/ Anticipatory guidance****	Service code S9445 (Without DOT)		
Travel for DOT****	Service code T0001 45 to 60 minutes per day, round trip		

* "Liver function" includes a single ALT, AST, or total bilirubin; if more than one liver function test is performed, please use hepatic function panel [service code 80076], which includes all three tests. Hepatic function panel can be substituted with the combination of a complete metabolic panel and total bilirubin test.

** Whenever possible, use the fee-exempt testing (HIV and liver function test) performed by the Wisconsin State Laboratory of Hygiene (WSLH). Testing performed by laboratories other than WSLH will be covered at the Medicaid-allowable rate.

*** While the patient is still in isolation waiting for smears to become negative, only one sputum should be obtained weekly until the smear result is negative. After the initial negative sputum two more sputum samples should be collected to verify the negative result. Repeat this until all three sputum samples are smear negative. After all three have become negative, continue to collect a set of three sputum samples each month until the patient completes treatment, achieves culture conversion, or can no longer produce sputum.

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**** See back of this form for details on use of these codes.

Use of Targeted Case Management (TCM) and Nurse Service Codes for the Wisconsin TB Dispensary Program

The bullets below represent general guidance. Exceptions can be made in unique situations using the preauthorization process.

General

- TCM services intrinsically include patient education, DOT/VDOT, anticipatory guidance and symptom/treatment monitoring. Therefore, the "Targeted Case Management (T1017)" service code should not be billed concurrently with the "Patient education/Anticipatory guidance (S9445) code.
    - As in previous years, service codes for "Patient education/Anticipatory guidance" and "Targeted Case Management" should not be billed together on the same day.
    - To bill TCM and "Patient education/Anticipatory guidance" on the same day, the services would need to occur at different times of the day (e.g., the patient receives DOT early in the day and later needs guidance on medication side effects). A special note will need to be entered on the invoice for this to be recognized.
- **TCM and Nurse Service Codes:** TCM intrinsically includes patient education, anticipatory guidance, DOT/VDOT, and symptom/treatment monitoring. Additionally, as in previous years, service codes for "Patient Education/Anticipatory Guidance (S9445)" and "Targeted Case Management (T1017-15 to T1017-60)" should not be billed together on the same day. Therefore, the "Targeted Case Management (T1017)" service code should not be billed on the same day as "Patient education/Anticipatory guidance". **Use only one TCM or nurse service code per patient per day.**
- **Video DOT:** Please use the "Targeted Case Management (T1017)" service code for video DOT (VTCM). VTCM should be billed for no longer than 15 minutes per appointment.
- **TCM in Office or Clinic:** Please bill no more than 30 minutes for DOT performed in your clinic or office (i.e., patients come to your office or clinic to receive TB/LTBI medications by DOT).
- **Services in the Home:** For home visits, only 60 minutes of services (i.e., DOT, symptom/treatment monitoring, patient education/anticipatory guidance) may be billed per patient per day. The 60 minute cap does not include travel time, see below for travel code (T-0001) information.
- **Venipuncture**: Service codes T1017 and S9445 should not be used for venipuncture services. Please use service code: 36415 (Blood collection, venous by venipuncture).

LTHD Travel for TCM

- A new service code "Travel for TCM (T0001)" has been created for travel time ≥ 45 minutes (e.g., time in your car) associated with DOT and nurse services. This code is meant to be used in combination with the TCM and Patient education/Anticipatory guidance codes. Reimbursed rates are shown below:

Service Code	Amount of travel time (round trip)	Reimbursement rate
T0001-45	45	$28.20
T0001-60	60	$37.60

    - The travel service code (T0001) is intended for travel time (e.g., driving) of ≥ 45 minutes, round trip. Travel time of less than 45 minutes is not reimbursable.
    - If travel time is ≥ 45 minutes (round trip), bill for travel time separately from time spent on TCM and Patient education/Anticipatory guidance.

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ATTACHMENT B
Wisconsin TB Dispensary Program
De Pere Department of Public Health
Tuberculosis (TB) Clinical Services Plan (CSP)
FY–2024-2025

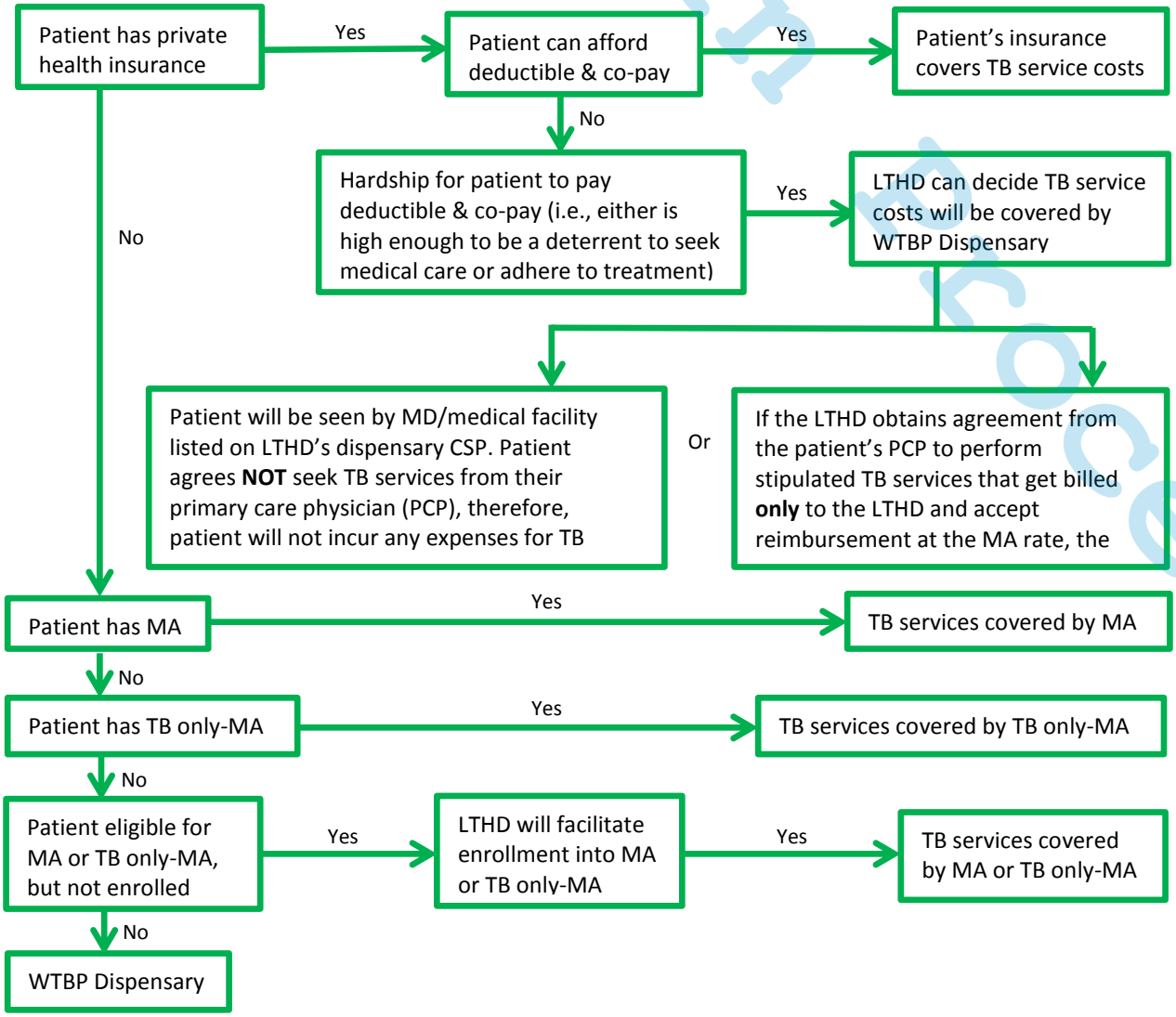
Purpose

The purpose of the Clinical Services Plan is to provide a framework for local and Tribal health departments (LTHDs) to describe and document clinical services that will be provided through the Wisconsin Tuberculosis (TB) Dispensary Program. To participate in the Wisconsin TB Dispensary Program, the LTHD must agree to provide a financial assessment for each patient, identify populations that are at risk for tuberculosis within their jurisdiction, provide documentation of services provided or arranged and patient results, and provide or assure clinical assessments, diagnostic and follow-up testing and patient management as described in Table 1.

Financial Assessment

All clients and patients referred or presenting themselves for TB services will be assessed for their ability to provide private insurance or Medicare/Medicaid coverage. Eligibility or presumptive eligibility for Medicaid and/or for Tuberculosis-related Medicaid (known as TB only-MA) should be pursued. Upon submission to the Wisconsin TB Program (WTBP), the services billed to the health department will be reimbursed at the Medicaid (MA) rate.

Determining dispensary eligibility for all TB patients



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ATTACHMENT B
Wisconsin TB Dispensary Program

Not Covered by the Wisconsin TB Dispensary Program

- **Persons with Private or Public Insurance**
  All clients and patients referred or presenting themselves for TB services will be assessed for their ability to provide private insurance or Medicare/Medicaid coverage. Eligibility or presumptive eligibility for Medicaid and/or for Tuberculosis-related Medicaid (known as TB only-MA) should be pursued.

- **Hospitalizations**
  The TB Dispensary **cannot** pay for any hospitalizations. This includes emergency room and urgent care visits. If the patient is eligible for TB dispensary services, coverage will begin **after** discharge from hospital. Hospital costs are billed to the patient, the patient's insurance, or the facility absorbs the cost. If considering the patient for dispensary covered services, assess the patient for health insurance and dispensary eligibility, as outlined above, before patient is discharged.

- **Employee, Admission or Incarceration Testing**
  Dispensary funds are **not applicable** for TB screening or testing done for employment, school, residential admittance, or incarceration. Facilities or persons requiring TB tests are obligated to bear the cost of those screenings.

- **TB Class B Status Refugees**
  Refugees receive short-term health insurance called Refugee Medical Assistance (RMA) for the first eight months in the US. These individuals are not eligible for the Wisconsin TB Dispensary Program.

At-risk Persons

TB services are covered by the WTBP Dispensary for persons **at risk** of having TB infection or disease and insufficient, or no health insurance. Risk factors for TB infection in Wisconsin include the following:

- Birth, travel or residence in a country with high TB prevalence (includes any country other than the United States, Canada, Australia, New Zealand, or a country in western or northern Europe).
- Close contact to someone with infectious TB disease during lifetime, with priority to immune compromised individuals and children under the age of 5 years.
- Individuals with recent TB symptoms: persistent cough lasting three or more weeks and one or more of the following symptoms: coughing up blood, fever, chills, night sweats, unexplained weight loss or fatigue.
- Current or planned immunosuppression including receipt of an organ transplant, treatment with a TNF-alpha antagonist (e.g., infliximab, etanercept, or other), chronic steroids (equivalent of prednisone ≥15 mg/day for ≤1 month), or other immunosuppressive medication in combination with a risk for infection
- Individuals who are likely to be infected and HIV-positive.
- Those who have been referred to the LTHD after a positive TST or IGRA test, abnormal chest imaging consistent with TB disease or other medical condition(s) suggestive of active TB.

In addition to those listed above, individuals considered at "high risk" for TB within this jurisdiction include:

☐ No additional high risk groups.

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ATTACHMENT B
Wisconsin TB Dispensary Program

Documentation

Records of all TB services provided or arranged for will be kept according to health department record policies and procedures and on forms/in formats that are efficient and useful in the health department. The WTBP, as authorized by Wis. Admin. Code § DHS 145.12(4)(a) may audit the records of the health department dispensary. For reimbursement for TB-related medical services, local and Tribal health departments (LTHDs) shall use the TB Ordering and Billing Interface (TOBI).

The LTHD **must** use the Wisconsin Electronic Disease Surveillance System (WEDSS) for patient record management. All patients covered by the dispensary must have a TB-related disease incident number in WEDSS associated with one of the following services:

- Tuberculosis (resolution status = suspect or confirmed)
- AFB Smear
- Tuberculosis, Class A or B
- Tuberculosis, Latent Infection
- Contact Investigations

Forms for Documentation of Treatment

The final results of TB or LTBI treatment should be documented so the patient and future health care providers have a permanent record of this treatment. Both WEDSS and the following forms can be used for documentation:

- Active TB Disease Follow-up Report form (F-02474)
- Latent Tuberculosis Infection (LTBI) Follow-up Report (F-44125)

Instructions for Documenting LTBI in WEDSS

Instructions for documenting LTBI in WEDSS can be found here: P-02426: Documenting LTBI in WEDSS

Clinical Assessments

All clients and patients referred or presenting themselves for TB services will be assessed according to LTHD policies, procedures and practices. Care provided, or arranged for, will be performed according to statutes, rules, guidelines and CDC protocols with emphasis on public health protection and TB prevention and care.

Agreements

The LTHD must have established agreements with providers for clinical services to ensure that proper MA billing practices are in place. Services provided or arranged by the LTHD should be documented in Table 1, below. Written agreements or a memorandum of understanding (MOU) are encouraged and should include the following:

- Providers understand and agree to provide services in a timely manner to patients with infectious TB, or those being evaluated for infectious TB using proper respiratory precautions.
- Providers understand and have agreed that they will be reimbursed at the MA rate.
- Providers understand and agree that services not listed on the service grid (*Attachment A*) must be pre-authorized by the WTBP Director or Nurse Consultant.
- Services provided without pre-authorization will not be reimbursed.

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ATTACHMENT B
Wisconsin TB Dispensary Program

Table 1. Services Provided or Arranged by the LTHD

Type of services	Provider	Verbal or written
IGRA (interferon gamma release assay) testing or Tuberculin skin testing (TST)		
Risk assessment and medical evaluation by physician or nurse		
Provider will prescribe drugs for treatment of TB and LTBI		
Chest Imaging: Chest X-ray (CXR) or computerized tomography (CT) scan		
Sputum collection or induction for acid-fast bacilli smear and culture		
Venipunctures for IGRA or other laboratory testing		
Health care setting(s) that allow for evaluation and care of patients with potentially infectious TB, including airborne infection isolation rooms and respiratory precautions (for inpatient and outpatient settings).		
Directly Observed Therapy (DOT) for active tuberculosis disease and the isoniazid and rifapentine (3HP) regimen for latent TB infection. DOT includes patient education and symptom check for adverse drug reactions.		
TB contact investigations		
Optional - Other service (describe):		
Optional - Other service (describe):		
Optional - Other service (describe):		

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ATTACHMENT C
Wisconsin Tuberculosis Dispensary Program
CPT Codes and Reimbursement Rates for Allowable Clinical Services, Targeted Case Management (TCM) and Nurse Service Codes, Fiscal year 2025

NOTE: Please see Attachment A for allowed number of services; any additional services require pre-authorization and are at the discretion of the WI TB Program for reimbursement. TB Program rates may change subject to Medicaid rates throughout the year.

Service code	Service	Dispensary definitions for billing *(May not apply to MA billing)*	Charge
36415	Blood collection, venous by venipuncture	For IGRA, LFT, HIV, HA1C, serum creatinine, and uric acid	$3.88
71046	X-Ray Exam, Chest, 2 Views (use code series 71045 for one view X-Ray)	Imaging and interpretation; the CDC and WI TB program recommend a two-view X-Ray (rather than a one-view X-Ray) for proper diagnostic purposes	$23.52
71046-PC	X-Ray Exam, Chest, 2 Views - interpretation only	Professional interpretation only	$8.53
71046-TC	X-Ray Exam, Chest, 2 Views - technical only	Imaging only	$14.98
71270	Chest CT scan	Includes with and w/o dye (71270-TC & 71270-PC also available)	$329.48
76497	CT Scan CAD add on	Allowable in conjunction with CT scan only	$22.59
85025	Complete CBC with automated differential	Does not include blood draw	$7.77
80076	Hepatic function panel	Use this code if requesting any amount more than one liver function test	$8.17
84450**	AST	Part of "Liver Function" test - does not include blood draw	$5.18
84460**	ALT	Part of "Liver Function" test - does not include blood draw	$5.30
82247	Total bilirubin	Part of "Liver Function" test - does not include blood draw	$5.02
82565	Serum creatinine	Does not include blood draw	$5.12
84550	Uric acid	Does not include blood draw	$4.52
83036	HA1C (Glycosylated Hemoglobin Test)	Does not include blood draw	$9.71
86480	IGRA: Quantiferon™	Does not include blood draw	$61.98
86481	IGRA: T-Spot™ (through Oxford Lab)	Does not include blood draw	$87.22
86580	TB skin test	Placement and reading = one service	$6.13
86703**	HIV-1 AND HIV-2 1 result antibody assay	Does not include blood draw	$13.71
89220	Sputum induction, with aerosol		$14.40
TB101	Sputum obtained in home or clinic by staff	Weekday drop-off/pick-up = one service Drop-off Friday/pick-up Monday = one service	$10.82
43755*	Gastric aspirate	For children, pre-authorization is required for adults	$37.30
99202	Office visit with MD, new patient (99203 & 204 also Available)	Office OP new SF 15-29 min	$43.52
99203	Office visit with MD, new patient (99202 & 204 also Available)	Office OP new LOW 30-44 min	$66.93
99204	Office visit with MD, new patient (99202 & 203 also available)	Diagnostic TB evaluation with provider	$99.86
99212	Office visit with MD, established patient (99213 & 214 also available)	Office OP EST SD 10-19 min	$34.00
99213	Office visit with MD, established patient (99212 & 214 also available)	Office OP EST LOW 20-29 min	$54.39
99214	Office visit with MD, established patient (99212 & 213 also available)	For follow-up visit with provider after initial TB evaluation appointment	$77.00
84311*	Adenosine deaminase	Pre-authorization is required unless pleural TB is diagnosed	$8.10
62270*	CSF	Pre-authorization is required *unless* TB meningitis is suspected	$53.36

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Public health nurse services limited to 60 minutes per day cumulative			
T1017	Targeted case management – T1017-15 (use for VDOT also-15 min only)	Targeted Case Management has replaced directly observed therapy (DOT) and video DOT (15 min only): TCM/VTCM includes observing patient while they are taking their medication(s), patient education and symptom check for adverse drug reactions. Must be performed by RN or trained TCM worker who is health department employee.	$11.98
	Targeted case management - T1017-30		$23.96
	Targeted case management - T1017-45		$35.94
	Targeted case management - T1017-60		$47.92
S9445***	Patient education/anticipatory guidance - S9445-15	Visits to encourage adherence, talk about TB disease or LTBI, diagnostic testing, treatment options, benefits of adherence to treatment and/or follow-up care. May not be combined with TCM code.	$9.48
	Patient education/anticipatory guidance - S9445-30		$18.97
	Patient education/anticipatory guidance - S9445-45		$28.46
	Patient education/anticipatory guidance - S9445-60		$37.95
T-0001***	Travel for TCM 45 min- T0001-45	Travel time (round trip) ≥ 45 minutes for the purpose of TCM	$28.20
	Travel for TCM 60 min- T0001-60		$37.60

***Pre-authorization must be obtained from the Wisconsin TB Program for any services to be reimbursed, unless otherwise noted.**

**Whenever possible, use the fee-exempt testing done by the Wisconsin State Laboratory of Hygiene (WSLH). Testing done other than at the WSLH will be covered at the MA-allowable rate.

***Please see Attachment A for further guidance on use of TCM (T1017) Patient education/anticipatory guidance (S9445), and Travel for TCM (T-0001) codes

Use of Targeted Case Management (TCM) and Nurse Service Codes for the Wisconsin TB Dispensary Program

The bullets below represent general guidance. Exceptions can be made in unique situations using the preauthorization process.

General

- TCM services intrinsically include patient education, anticipatory guidance and symptom/treatment monitoring, as well as directly observed therapy (DOT) services. Therefore, the "Targeted Case Management (T1017)" service code should not be billed concurrently with the "Patient education/Anticipatory guidance (S9445)" code.
- **Video DOT:** Please use the "Targeted Case Management (T1017)" service code for video DOT (VDOT). VDOT should be billed for no longer than 15 minutes per appointment.
- Please bill no more than 30 minutes for TCM performed in your clinic or office (i.e., patients come to your office or clinic to receive TB/LTBI medications by TCM).
- For home visits, only 60 minutes of services (i.e., TCM, patient education/anticipatory guidance) may be billed per patient per day. The 60-minute cap does not include travel time, see below for travel code (T-0001) information.
- As in previous years, service codes for "Targeted Case Management" and "Patient education/Anticipatory guidance (S9445)" should not be billed together on the same day.
- Service codes T1017 and S9445 should not be billed for venipuncture services. Please use service code: 36415 (Blood collection, venous by venipuncture).

LHD Travel for TCM

- A new service code "Travel for TCM (T0001)" has been created for travel time ≥ 45 minutes (e.g., time in your car) associated with TCM and nurse services. This code is meant to be used in combination with the TCM, and Patient education/Anticipatory guidance codes. Reimbursed rates are shown below:

Service Code	Amount of travel time (round trip)	Reimbursement rate
DOT T0001-45	45	$28.20
DOT T0001-60	60	$37.60

  - Bill for time spent on TCM and Patient education/Anticipatory guidance separate from time spent for travel.
  - The travel service code (T0001) is intended for travel time (e.g., driving) of ≥45 minutes, round trip. Travel time of less than 45 minutes is not reimbursable.

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ATTACHMENT D
Wisconsin TB Dispensary Program
Tuberculosis (TB) Pharmacy Services Plan
FY2025
De Pere Department of Public Health

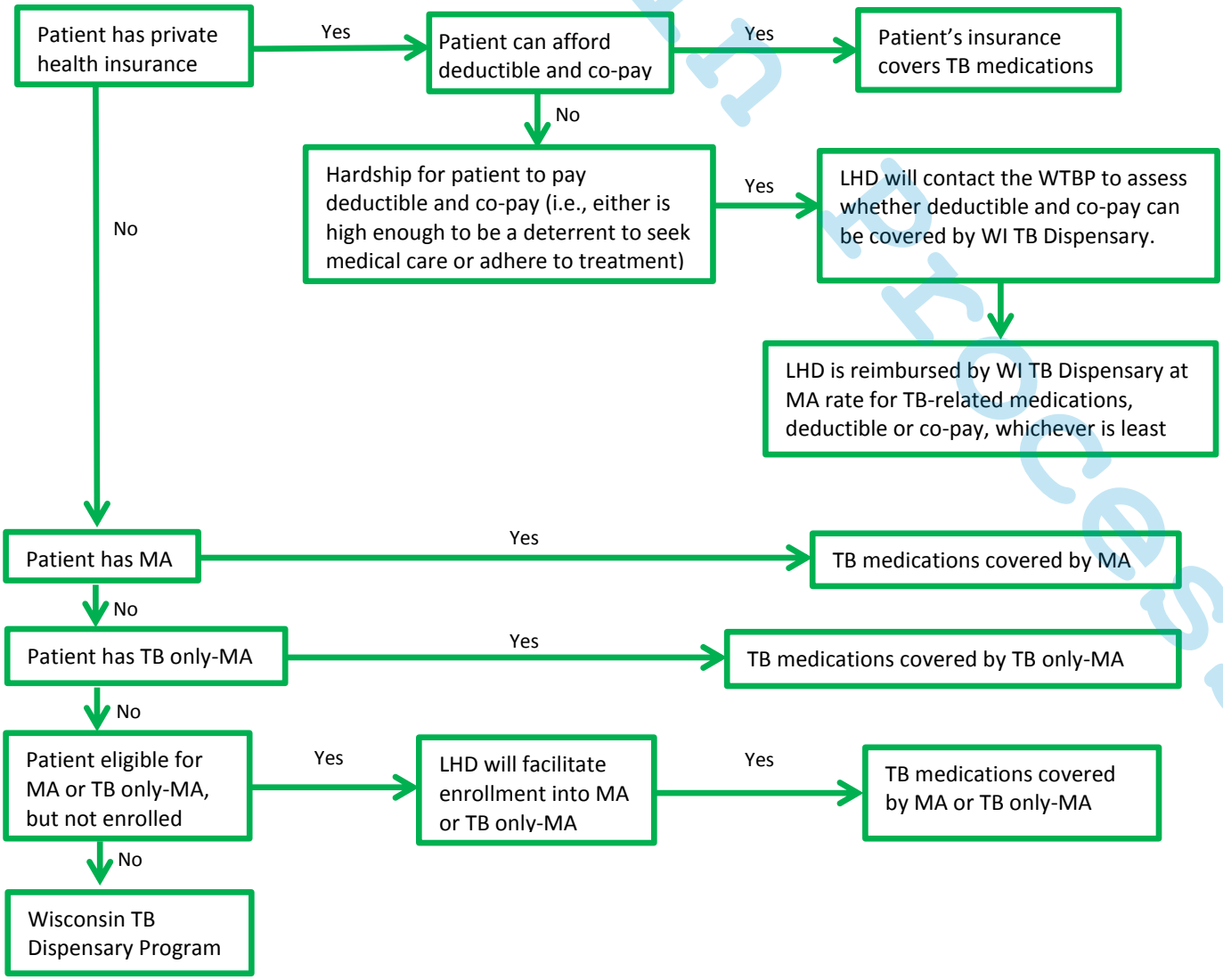
Purpose

If the LHD is not using the Wisconsin TB Dispensary default pharmacy, the LHD will pay for pharmacy services up front. The LHD must complete this Pharmacy Services Plan annually to be reimbursed for TB-related medications. To participate in the Wisconsin TB Dispensary Program, the local health department (LHD) must agree to provide a financial assessment for each patient. LHDs must make agreements with pharmacies for provision of medications for treatment of TB and latent tuberculosis infection (LTBI) described in Table 1.

Financial Assessment

All clients and patients referred or presenting themselves for TB services will be assessed for their ability to provide private insurance or Medicare/Medicaid coverage. Eligibility or presumptive eligibility for Medicaid and/or for Tuberculosis-related Medicaid (known as TB only-MA) should be pursued. Upon submission to the Wisconsin TB Program (WTBP), the medications billed to the health department will be reimbursed at the Medicaid (MA) rate.

Determining Wisconsin TB Dispensary Program Eligibility for Patients



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ATTACHMENT D
Wisconsin TB Dispensary Program

Covered Medications

The Wisconsin TB Dispensary covers the following antituberculosis medications:

- Isoniazid
- Rifampin (Rifadin, Rimactane)
- Rifapentine (Priftin®)
- Pyrazinamide
- Ethambutol (Myambutol)
- Rifater and Rifamate® (combination)

The following second line antituberculosis drugs for drug-resistant tuberculosis are also covered:

- Amikacin
- Capreomycin (Capastat®)
- Ciprofloxacin (Cipro®)
- Clofazimine (Lamprene)
- Cycloserine (Seromycin®)
- Ethionamide (trecator-sc)
- Gatifloxacin (Tequin®)
- Kanamycin (Kantrex®)
- Levofloxacin (Levaquin®)
- Linezolid (Zyvox®)
- Moxifloxacin (Avelox®)
- Ofloxacin (Floxin®)
- Paraminosalicylic Acid
- Rifabutin
- Streptomycin
- Bedaquiline (Sirturo®)
- Pretomanid

Custom compound prescription drugs, including pediatric formulations, are also covered.

Dispensing and shipping fees are also covered.

Under special circumstances, payment authorization is occasionally given for medications not listed above. Such authorization must be obtained in advance from the WTBP.

The following medications may also be covered **with prior authorization** from the WTBP:

- Anti-nausea prescription medications while taking TB medications.
- Vitamin B6 (pyridoxine) when INH is also prescribed, for pregnant women; breastfeeding infants; those with poor nutrition, diabetes, uremia, alcoholism, malnutrition, HIV, or seizure disorders; OR those with multidrug resistant (MDR) TB.
- A multivitamin that contains vitamin D 400 IU (10 mcg) for infants 0-12 months, 600 IU (15 mcg) for children and adults.
- Nutritional supplements such as Ensure®.

Ordering, Receiving and Billing for Medications

- Requests for medication may be placed using the Tuberculosis Disease Initial Request for Medication (F-44000), Tuberculosis Infection Initial Request for Medication (F-00905), or Medication Refill Request (F-44126) forms. These forms are available on the WTBP website. Upload the completed form to WEDSS or fax the form to WTBP.
- Instructions for ordering medications for active TB disease or LTBI can be found here:
    - Ordering Active Tuberculosis Medications through the Wisconsin TB Dispensary Program (P-02404A)

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  - Ordering Latent Tuberculosis Infection Medications through the Wisconsin TB Dispensary Program (P-02404)

- The pharmacy must fill with generic medications if available.
  - The exception is if the brand-name medication is less expensive than the generic.
  - If the least expensive medication option is not currently available, the pharmacy may fill a maximum 30-day supply using the more expensive option.
- The pharmacy must deliver medications to the LHDs or health care provider, not directly to the patient.
- The pharmacy must bill any prescription insurance first. The WI TB Dispensary Program will then cover any out-of-pocket costs, up to the Medicaid rate for that drug.
- The pharmacy must bill the LHDs for TB-related drugs at the Medicaid rate.

Information about Medications (for patients)
Drug information and instructions for patients will accompany any medications from Aurora Pharmacy. This information is available in English (default), Spanish and other languages. Please inquire at WTBP if your patient needs drug information in a language other than English.

Documentation
Records of all TB medications provided or arranged for will be kept according to health department record policies and procedures and on forms/in formats that are efficient and useful in the health department. The WTBP, as authorized by Wis. Admin. Code § DHS 145.12(4)(a) may audit the records of the health department. For reimbursement for TB-related medications, LHDs shall use the TB Ordering and Billing Interface (TOBI).

All patients covered by the WI TB Dispensary Program must have a TB-related incident number in WEDSS associated with one of the following services:
- Tuberculosis (resolution status = suspect or confirmed)
- AFB Smear
- Tuberculosis, Class A or B
- Tuberculosis, Latent Infection
- Contact Investigations

Forms for Documentation of Treatment
The final results of TB or LTBI treatment should be documented so the patient and future health care providers have a permanent record of this treatment. Both WEDSS and the following forms can be used for documentation:
- Active TB Disease Follow-up Report form (F-02474)
- Latent Tuberculosis Infection (LTBI) Follow-up Report (F-44125)

Instructions for Documenting LTBI in WEDSS
Instructions for documenting LTBI in WEDSS can be found here: P-02426: Documenting LTBI in WEDSS

Provision of Medications for the treatment of active TB or latent TB infection (LTBI)
The pharmacy will dispense TB-related medications to clinics or local health departments (LHDs) as authorized by the WTBP. Treatment regimens and administration of drugs will follow guidelines and CDC protocols with emphasis on public health protection and TB prevention and care.

Agreements with Pharmacies other than the default Wisconsin TB Dispensary Program Pharmacy
The LHD understands that they will pay for pharmacy services up front. The LHD must have established agreements with pharmacies to ensure that proper MA billing practices are in place. Written agreements or a memorandum of understanding (MOU) are encouraged and should include the following:

- Pharmacies understand and have agreed that they will bill the LHD and be reimbursed at the MA rate.
- Pharmacies and providers understand and agree that all medications that will ultimately be paid for by the WI TB

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Dispensary Program (see Attachment E) must be approved by WTBP.

- Medications provided without approval from WTBP will not be reimbursed.

Table 1.

Type of services	Provider	Verbal or written agreement
Provision, dispensing, and delivery of medications for the treatment of active TB disease		
Provision, dispensing, and delivery of medications for the treatment of latent TB infection (LTBI)		

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ATTACHMENT E
Wisconsin Tuberculosis Dispensary Program
NDC Numbers and reimbursement rates for TB medications for Fiscal year 2025

NDC Number	Description	Package Quantity		Maximum Reimbursement Rate*
16714004112	Allopurinol 100 mg tablet	1000		$50.00
54879000201	Ethambutol HCL 400 mg tablet	100		$57.58
00555006602	Isoniazid 100 mg tablet	100		$11.46
00555007101	Isoniazid 300 mg tablet	30		$6.21
00555007102	Isoniazid 300 mg tablet	100		$20.71
50458092550	Levaquin 500 mg tablet (no Medicaid rate)	50		$285.40
50458093020	Levaquin 750 mg tablet (no Medicaid rate)	20		$180.99
55111028050	Levofloxacin 500 mg tablet	50		$8.96
65862053820	Levofloxacin 750 mg tablet	20		$6.41
67877041920	Linezolid 600 mg tablet	20		$38.32
24979004113	Megestrol 625 MG/5 ML suspension	150		$140.89
00093220401	Metoclopramide 5 mg tablet	100		$3.67
00093220301	Metoclopramide 10 mg tablet	1000		$50.91
65862060330	Moxifloxacin HCL 400 mg tablet	30		$58.33
68850001201	Myambutol (Ethambutol) 400 mg tablet	100		$50.88
00013530117	Mycobutin 150 mg capsule	100		$1,945.44
60505006500	Omeprazole DR 20 mg capsule	30		$0.91
68462015713	Ondansetron ODT 4 mg tablet	30		$2.02
49938010704	PASER granules 4 gm packet	30		$220.00
00087040203	Poly-vi-sol drops	50		$9.31
00054474225	Prednisone 2.5 mg tablet	100		$8.63
00088210224	Priftin (rifapentine) 150 mg tablet	24		$111.33
70954048410	Pyrazinamide 500 mg tablet	90		$406.70
59762135001	Rifabutin 150 mg capsule	100		$1027.09
00068051030	Rifadin (rifampin) 150 mg capsule (no Medicaid rate)	30		$111.44
00068050860	Rifadin (rifampin) 300 mg capsule (no Medicaid rate)	60		$300.00
00068059701	Rifadin IV 600 mg vial	1		$178.56
00068050960	Rifamate® (rifampin + isoniazid) capsule (no Medicaid rate)	60		$342.00
00527139301	Rifampin 150 mg capsule	100		$82.46
61748001530	Rifampin 150 mg capsule	30		$21.75
00527131501	Rifampin 300 mg capsule	100		$69.31
00527131530	Rifampin 300 mg capsule	30		$20.79
00185079960	Rifampin 300 mg capsule	60		$41.59
00088057641	Rifater® (rifampin + isoniazid + pyrazinamide) tablet (no Medicaid rate)	60		$256.00
00904053061	Tab-A-Vite tablet	100		$3.09
00008411701	Trecator 250 mg tablet	100		$560.51

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ATTACHMENT E

Wisconsin Tuberculosis Drug Reimbursement Program

*** This list is not comprehensive. Multiple manufacturers make each of these drugs. Only one example is listed for each dosage. Medication rates are subject to change; please verify on the Forward Health website prior to billing.**

The Wisconsin TB Dispensary Program's first line of anti-tuberculosis medications are as follows:

- Ethambutol (Myambutol)
- Isoniazid
- Pyrazinamide
- Rifampin (Rifadin, Rimactane)
- Rifapentine (Priftin®)
- Rifater and Rifamate® (combination)

The following are second-line anti-tuberculosis drugs:

- Amikacin
- Allopurinol
- Bedaquiline (Sirturo®)
- Ciprofloxacin (Cipro®)
- Clofazimine (Lamprene)
- Cycloserine (Seromycin®)
- Ethionamide (trecator-sc)
- Gatifloxacin (Tequin®)
- Kanamycin (Kantrex®)
- Levofloxacin (Levaquin®)
- Linezolid (Zyvox®)
- Moxifloxacin (Avelox®)
- Ofloxacin (Floxin®)
- Paraminosalicylic Acid
- Pretomanid
- Streptomycin

Also covered by the Wisconsin TB Dispensary Program:

- Custom compound prescription drugs, including pediatric formulations
- Dispensing and shipping fees

Medications Requiring Pre-Authorization

Under special circumstances, payment authorization may be given for medications not listed above. Such authorization must be obtained in advance from the Wisconsin TB Program. The following medications may be covered with prior authorization from the Wisconsin TB Program:

- Anti-nausea prescription medications (while taking active TB medications).
- Vitamin B6 (pyridoxine), when INH is also prescribed, for pregnant women; breastfeeding infants; those with poor nutrition, diabetes, uremia, alcoholism, malnutrition, HIV, or seizure disorders; OR those with multidrug resistant (MDR) TB.
- A multivitamin that contains vitamin D 400 IU (10 mcg) for infants 0-12 months or 600 IU (15 mcg) for children and adults; **only** upon recommendation from the TB Program
- Nutritional supplement such as Ensure®; **only** upon recommendation from the TB Program.

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Wisconsin Department of Health Services

Division of Public Health
P-00670 (05/2024)

ATTACHMENT F
Wisconsin Tuberculosis Dispensary Program
Policy and Procedures

Introduction

The primary purpose of the Wisconsin Tuberculosis (TB) Dispensary is to ensure that all persons in Wisconsin with suspected or confirmed tuberculosis infection or disease can receive appropriate evaluation, treatment, and monitoring, regardless of insurance availability.

Wisconsin's TB Dispensary uses state tax revenue funds to reimburse local and Tribal health departments (LTHDs) for medical management of patients with active TB, patients being evaluated for TB, patients with latent TB infection (LTBI), and patients exposed to TB. The word "dispensary," as it is used here, is a legislative term referring to the mechanism by which LTHDs are reimbursed for the management of TB patients. The traditional use of the word (i.e., the pharmaceutical dispensing of medicines or medical supplies) does not apply. Wisconsin's TB Dispensary includes reimbursement for clinical services and medications necessary for the diagnosis, treatment, and prevention of TB.

Wisconsin's TB Dispensary must be the LAST payer after all other potential sources have been billed. The payer order is:

- Private insurance
- Public insurance: Medicare, Medicaid (MA), Refugee MA, and Tuberculosis Related Medicaid (known as TB Only MA)
- Wisconsin TB Dispensary

Policy

LTHDs or combinations of two or more health departments that are "in good standing," as determined by their overall health department review process under Wis. Admin. Code § DHS 140, may request certification as a dispensary for TB clinical services and/or TB pharmacy services. This will enable the LTHD to submit bills and to be reimbursed for specific procedures and/or medications for eligible persons with TB disease, LTBI, or persons being evaluated for TB disease or LTBI.

The Wisconsin Tuberculosis Program (WTBP) will provide consultation, guidance, and review of LTHD TB programs, policies, procedures, and clinical practices to ensure that they are in compliance with Wisconsin statutes, administrative codes and established standards of practice, particularly those outlined in Wis. Stat. § 252.10: http://docs.legis.wi.gov/statutes/statutes/252/10/1.

To participate in the Wisconsin TB Dispensary, LTHDs must ensure that all services provided, or arranged for, are consistent with the Centers for Disease Control and Prevention (CDC) and WTBP guidelines and clinical standards of practice for TB control and elimination. LTHDs must ensure these services are provided in keeping with goals for the elimination of TB in Wisconsin. **If such guidelines or standards of practice are not followed, dispensary funds may be withheld, suspended, or revoked per Wis. Admin. Code § DHS 145.12 (1)**:
https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/12.

One service for which the Wisconsin TB Dispensary was particularly developed is to ensure that directly observed therapy (DOT) is provided as appropriate for all persons with active TB disease or LTBI, as recommended by the WTBP and national guidelines. The availability of reimbursement to LTHDs for DOT is meant to ensure that this service will be provided as recommended.

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To participate in the Wisconsin TB Dispensary, the LTHD must create and submit clinical and/or pharmacy services plan(s), as well as sign the annual contract. The contract with WTBP enables the LTHD to bill the WTBP for covered TB-related clinical services and TB-related medications. TB clinical services and medications are specific and limited by Wis. Admin. Code § DHS 145.12 (1): https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/12.

As determined by Wisconsin Administrative Code, services and medications are reimbursed at the MA rate; however, the Wisconsin TB Dispensary is not an MA program. Reimbursable services and medications are listed in *Attachments A, C, and E.*

Procedure

Initial Request

LTHDs are encouraged to participate in the Wisconsin TB Dispensary. LTHDs have the option of participating in the Wisconsin TB Dispensary by providing clinical services, pharmacy services, or both.

The following conditions must be met to participate:

- The LTHD must be "in good standing" in relation to the latest public health department review.
- The LTHD must have established agreements with providers (for clinical services) and/or pharmacies (for pharmacy services) to ensure that there are proper MA billing practices in place.
- It is the responsibility of the LTHD to evaluate patients' health insurance status to determine if they have private insurance or qualify for MA or TB Only MA , as well as to assist a qualifying TB patient in applying for MA services. Local economic assistance agencies are most knowledgeable about qualification for and enrollment in state and federal health care programs. **The WTBP is not able to check eligibility or enroll patients.**
- The LTHD **must** use the Wisconsin Electronic Disease Surveillance System (WEDSS) for patient record management.
- For reimbursement to LTHDs for TB-related medical services and/or medications, LTHDs shall use the TB Ordering and Billing Interface (TOBI).

Information

The WTBP will provide information to LTHDs interested in participating in the Wisconsin TB Dispensary. Information provided shall include:

- Wis. Admin. Code §§ DHS 145.12 and 145.13: https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/
- Allowable clinical services and medications
- Clinical and/or pharmacy services plans
- Department of Health Services (DHS) general contract
- Billing instructions for reimbursement

Consultation and Review

LTHDs that participate in the Wisconsin TB Dispensary will coordinate services with local providers, educate the community on the prevention of tuberculosis, and consult with the WTBP on all persons being evaluated for TB, patients with active TB disease, and, as warranted, on people with LTBI or who are contacts to an active case.

WTBP review will ensure that the health department has up-to-date resources readily available for staff's access, and that policy, procedures, and clinical practices are consistent with:

- State and federal regulatory requirements
- CDC standards and protocols for treatment
- Official statements from the American Thoracic Society and the American Academy of Pediatrics
- Directives from the State of Wisconsin epidemiologist
- WTBP Guidelines, Division of Public Health Directives, and current established clinical standards of practice, especially those identified by DHS 145.12 https://docs.legis.wisconsin.gov/code/admin_code/dhs/110/145/II/12

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Required for Participation in the Wisconsin TB Dispensary

To participate in the Wisconsin TB Dispensary, Wis. Admin. Code § DHS 145.12 requires that the LTHD be able to provide or ensure provision of clinical services (see Attachment B) and pharmacy services (see Attachment D). All provisions will be reviewed and the delivery of TB services will be monitored by WTBP staff.

Clinical Services Plan (CSP)

A CSP ensures the provision for tuberculosis prevention and control at the local level. The LTHD should focus on identification of active TB disease in high-risk groups and early identification and treatment of LTBI, particularly close and high-risk contacts, children, and any person who is immunosuppressed. The plan consists of five elements:

1. Financial assessment (see CSP template, *Attachment B* for eligibility determination guidance)
    - Private insurance
    - Medicaid or Medicare
    - TB Only MA
2. Identification of high-risk persons
    - Population or medical risk factors
    - Risk specific to Wisconsin
    - Risk specific to the LTHD jurisdiction
3. Documentation of patient management in WEDSS
    - Services provided by LTHD
    - Services provided by health care provider
4. Clinical Assessments and Services
    - IGRA (preferred) or TST
    - Risk assessment and medical evaluation
    - Prescription of drugs for treatment of TB and LTBI
    - Chest imaging: chest X-ray (CXR) or computed tomography (CT)
    - Sputum collection or induction for acid-fast bacilli smear and culture
    - Venipuncture for IGRA or other laboratory testing
    - Health care setting with airborne infection isolation and respiratory precautions
    - Directly observed therapy
    - Contact investigations
5. Provider Agreements
    - Written (preferred) or verbal agreement(s) with local provider(s)
    - Types of services that the provider will offer
    - Provider acceptance of MA rate for reimbursement

A CSP should be submitted annually with the contract. A CSP does not need to change from year to year, but anything done differently from the previous year should be highlighted in the updated plan. If there are no changes in services, the fiscal year notation on the first page of the CSP should be updated to match the contract, and both the CSP and contract submitted to the WTBP. Because the contract consists largely of general contract language, the CSP must specifically identify the providers with whom the LTHD has agreements for the patient services to be provided. A template of the CSP can be found in *Attachment B* and may be customized for an individual LTHD.

Pharmacy Services Plan (PSP)

A PSP ensures treatment of active TB disease and LTBI. The plan consists of four elements:

1. Provision of medications for the treatment of active TB disease or LTBI (see PSP template, *Attachment D*).
2. Financial assessment (see PSP template, *Attachment D*) for eligibility determination guidance
    - Private insurance
    - Medicaid or Medicare
    - TB Only MA
3. Documentation of patient management in WEDSS

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Docusign Envelope ID: D1B10130-30BF-431A-828E-A35E85664E2D

- Date therapy started
- Initial drug regimen
- Changes in drug regimen
- Date therapy stopped
- Reason therapy stopped
- DOT

4. Provider Agreements
   - Written agreement(s) with pharmacy
   - Types of services that the pharmacy will offer
   - Pharmacy acceptance of MA rate for reimbursement

A PSP should be submitted annually with the contract. A PSP does not need to change from year to year, but anything done differently from the previous year should be highlighted in the updated plan. If there are no changes in services, the fiscal year notation on the first page of the PSP should be updated to match the contract, and both the PSP and contract submitted to the WTBP. Because the contract consists largely of general contract language, the PSP must specifically identify the pharmacies with whom the LTHD has agreements for the patient services to be provided. A template of the PSP can be found in *Attachment D* and may be customized for individual LTHDs.

Budget

WTBP will provide a sum sufficient to cover expenses for identification, treatment and management of active TB disease and LTBI. Each fiscal year begins on July 1 and ends on June 30. All reimbursements from the Wisconsin TB Dispensary are based on the availability of state tax revenue funds.

Contract

State contracts are sent electronically through the DocuSign platform. Upon receipt and review of the contract by the appropriate LTHD authorities, the contract should be signed electronically and returned via DocuSign. Attachment B must be completed and returned within DocuSign, completion of Attachment D is optional. The contract will be signed by the State of Wisconsin Division of Public Health Administrator. An electronic copy of the signed contract will be sent to the LTHD and the WI TB Program. The contract is effective from July 1 through June 30 for the given fiscal year and governs the provision and reimbursement of dispensary services. A renewal contract will be emailed to the LTHD each spring.

Questions about the contract or CSP should be directed to:

Wisconsin TB Program
1 West Wilson Street, Room 255
Madison, Wisconsin 53703
608-261-6319 (Main Office)
608-266-9692 (Billing)
608-266-0049 (Fax)
DHSWITBProgram@dhs.wisconsin.gov (Email)

Certification Review

Certifications will be reviewed at least every five years and will be achieved through evidence from continuing Wis. Admin. Code § DHS 140 reviews and continued monitoring of care delivered to all TB patients. Communication between the health department and the WTBP will be ongoing regarding clinical care.

Document in Process

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Reimbursement

All patients covered by the Wisconsin TB Dispensary must have a TB-related disease incident number in WEDSS. Invoices must be submitted within 60 days of the end of the state fiscal year (June 30) to assure reimbursement. Reimbursement is at the MA rate. A grid outlining the frequency of services allowed by type of patient can be found in *Attachment A.* A list of CPT codes and reimbursement rates for services and medications can be found in *Attachments C and E*, please note that these rates are subject to change at any time. Certain non-routine services may be reimbursable at the MA rate, but **must be preauthorized** by the Wisconsin TB Program and documented in the patient's WEDSS file.

Invoicing Using the TB Ordering and Billing Interface (TOBI)

The following are needed to enter invoicing information into TOBI:

- Patient name
- Patient WEDSS Incident ID

For medical services:

- Date of service
- Service code and description
- Amount billed

For medications:

- Date prescription filled
- National Drug Code (NDC) and description
- Quantity and prescription Number
- Amount billed

Services and medications not listed on *Attachment C or E* are considered non-routine and must be preauthorized. A fillable form to request preauthorization for clinical services is provided electronically in TOBI. All Initial Requests for Medication are reviewed and authorized by a TB Nurse Consultant prior to submittal to the pharmacy. Unauthorized medication will not be reimbursed.

For questions regarding the billing process, contact:

Wisconsin TB Program
1 West Wilson Street, Room 255
Madison, Wisconsin 53703
608-261-6319 (Main Office)
608-266-9692 (Billing)
608-266-0049 (Fax)
DHSWITBProgram@dhs.wisconsin.gov (Email)

Document In Process

Docusign Envelope ID: D1B10130-30BF-431A-828E-A35E85664E2D

ATTACHMENT G

Wisconsin TB Dispensary Program

Payment Details
FY2025

Invoicing

Invoices presented for payment must be submitted in accordance with instructions contained in Attachments A - F and submitted through the Tuberculosis Ordering and Billing Interface (TOBI).

Sum Sufficient

DHS will pay for services provided by Grantee in accordance with the terms and conditions of this Agreement and Attachments in a sum sufficient to cover approved expenses based on case load and available funding. The amount of funding available is anticipated to be similar to the amount awarded in FY2024. This amount is contingent upon receipt of sufficient funds by DHS.

Document In Process

Docusign Envelope ID: D1B10130-30BF-431A-828E-A35E85664E2D

DEPARTMENT OF HEALTH SERVICES
Division of Enterprise Services
F-01788 (03/2022)

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at www.sam.gov.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE – Official Authorized to Sign Application	Date Signed

For *(Name of Vendor)*	Unique Entity Identifier (UEI), *if applicable*

INTERNAL USE ONLY	
Contract #:	
Contract Description:	
The Office/Division of has searched the above named Vendor against the System for Award Management system (SAM) and has confirmed as of Date the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.	
SIGNATURE – Contract Administrator	Date Signed

Document In Process

DocuSign

Certificate Of Completion

Envelope Id: D1B1013030BF431A828EA35E85664E2D
Status: Sent
Subject: DHS - TB Dispensary - 435100-G25-TBDISPENSE-16 - De Pere, City of
Source Envelope:
Document Pages: 39
Signatures: 1
Certificate Pages: 6
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-06:00) Central Time (US & Canada)

Envelope Originator:
Matt Christensen
1 West Wilson St.
Madison, WI 53703
Matthew.Christensen@dhs.wisconsin.gov
IP Address: 165.189.255.23

Record Tracking

Status: Original
6/3/2024 2:41:01 PM
Holder: Matt Christensen
Matthew.Christensen@dhs.wisconsin.gov
Location: DocuSign

Security Appliance Status: Connected
Pool: StateLocal

Storage Appliance Status: Connected
Pool: DHS
Location: DocuSign

Signer Events	Signature	Timestamp
Cody Wagner CodyW.Wagner@dhs.wisconsin.gov Office of Legal Counsel Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	DocuSigned by: Cody Wagner 31F480248CEC464... Signature Adoption: Uploaded Signature Image Using IP Address: 165.189.255.23	Sent: 6/3/2024 2:41:23 PM Viewed: 6/4/2024 4:12:46 PM Signed: 6/4/2024 4:19:24 PM
Chrystal Woller cwoller@deperewi.gov Health Officer/Health Department Director Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/5/2024 7:43:49 AM ID: 982a0e18-7b60-48dc-8a6d-b0c967f02213		Sent: 6/4/2024 4:19:36 PM Viewed: 6/5/2024 7:43:49 AM
Anna Benton anna.benton@dhs.wisconsin.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 6/4/2024 1:53:55 PM ID: 08009df3-0b78-4a48-bfba-31db18445262		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Document In Process

Carbon Copy Events	Status	Timestamp
435100-G25-TBDISPENSE-16 Test@dhs.wi.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/3/2024 2:41:19 PM
De Pere, City of Test@dhs.wi.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/3/2024 2:41:21 PM
Pat Heger patricia.heger@dhs.wisconsin.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Accepted: 4/5/2023 2:53:27 PM ID: 43fbd7de-b2ed-4b35-a320-54190dd784b7	COPIED	Sent: 6/3/2024 2:41:25 PM
DPH Contracts DHSDPHContracts@dhs.wisconsin.gov DPH Contracts Shared Account Wisconsin Department of Health Services Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/3/2024 2:41:26 PM
- Test@dhs.wi.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/4/2024 4:19:30 PM
Sara Lornson slornson@deperewi.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/4/2024 4:19:31 PM
Kelly Burke kburke@mail.de-pere.org Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/4/2024 4:19:32 PM
- Test@dhs.wi.gov Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 6/4/2024 4:19:33 PM
- Test@dhs.wi.gov Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/4/2024 4:19:35 PM

Document In Process

Carbon Copy Events	Status	Timestamp
Electronic Record and Signature Disclosure: Not Offered via DocuSign		

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/3/2024 2:41:19 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

Document In Process

Document Not Process

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a $0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
To contact us by email send messages to: DHSContractCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

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i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: https://support.docusign.com/guides/signer-guide-signing-system-requirements.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.

Document In Process

CITY OF DE PERE

MEMO

Meeting Date: 8/20/2024
Department: Health
From: Chrystal Woller

Re: Recommendation from the Board of Health to approve the FY2025 WI DHS TB Dispensary Contract

---

This WI DHS contract is a standard purchase order interagency agreement between the De Pere Health Department and the State of Wisconsin to cover medical service expenses as a payor of last resort. Eligible residents would be those who don't have health insurance (private insurance or Medical Assistance). Although this agreement is very rarely activated, it is useful to have in place in the unlikely event this resource is needed.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Resolution #24-78 Authorizing Purchase of CivicClerk agenda and meeting management software from CivicPlus, with $11,500 requested from Unassigned Reserves.**

The Finance-Personnel Committee voted unanimously to approve this item at the August 13, 2024 meeting.

ATTACHMENTS:

- Reso24-78 (PDF)
- Memo to F-P Civic Clerk (DOCX)
- CivicClerk - De Pere, WI Quote - Updated (PDF)
- Carahsoft - Granicus - 07.16.2024 - Quote 48694618 (PDF)

RESOLUTION #24-78

AUTHORIZING PURCHASE OF CIVICCLERK AGENDA AND MEETING MANAGEMENT SOFTWARE FROM CIVICPLUS, WITH $11,500 REQUESTED FROM UNASSIGNED RESERVES

WHEREAS, support for City's current agenda and meeting management software, IQM2, will unavailable after September 30, 2025, making it necessary for the City to migrate to an alternative platform; and

WHEREAS, CivicClerk is desired to provide a replacement platform based upon cost, ease of use and peer recommendation and has available and offers to provide personnel and equipment necessary to accomplish the installation, training and migration within the required timeframe; and

WHEREAS, the amount of $11,500 is requested from Unassigned Reserves to start the migration process in 2024 to avoid two overlapping platforms, which will ultimately reduce the overall costs by eliminating the need to renew IQM2 in 2025.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor is authorized and directed to execute such Statement of Work, as well as other documentation required by CivicPlus, subject to review and revisions as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

> All City officials, officers and employees are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes: _____
Nays: _____
Board/Committee Approval: 08/13/2024

CITY OF DE PERE
MEMO

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

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

Date: August 13, 2024

RE: request to purchase CivicClerk agenda and meeting management software

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

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

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

Statement of Work

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

Client:
City of De Pere, WI

Bill To:
DE PERE, WISCONSIN

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

Discount(s)

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

One-time(s)

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

Recurring Service(s)

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

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

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

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

Acceptance

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

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

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

Organization Legal Name:

_____
Billing Contact:

_____
Title:

_____
Billing Phone Number:

_____
Billing Email:

_____
Billing Address:

_____

_____
Mailing Address: (If different from above)

_____

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

_____

GOVERNMENT- PRICE QUOTATION

Granicus at Carahsoft

carahsoft.

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

GRANICUS

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

EMAIL: smassey@deperewi.gov

PHONE: (920) 339-4072

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

EMAIL: Garrett.Smith@carahsoft.com

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

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

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

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

GOVERNMENT- PRICE QUOTATION

Granicus at Carahsoft

carahsoft.

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

GRANICUS

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

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

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

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

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

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

GRANICUS

THIS IS NOT AN INVOICE

Order Form
Prepared for
De Pere, WI

Granicus Order Form for De Pere, WI

ORDER DETAILS

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

ORDER TERMS

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

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Order Form
Prepared for
De Pere, WI

PRODUCT SUMMARY

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

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

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

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

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

PRODUCT DESCRIPTIONS

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

GRANICUS

Order Form
De Pere, WI

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

GRANICUS ADVANCED NETWORK AND SUBSCRIBER INFORMATION

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

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

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

GRANICUS

Order Form
De Pere, WI

TERMS & CONDITIONS

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

GRANICUS

End User License Agreement

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

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

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

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

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

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

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

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

2.2.5. Granicus Subscriber Information for Communications Cloud Suite only

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

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

2.2.5.3. **Data Obtained through the Granicus Advanced Network**

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

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

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

2.3. Restrictions. Client shall not:

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

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

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

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

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

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

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

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

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

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

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

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

3. Representations, Warranties and Disclaimers

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

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

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

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

4. Confidential Information

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

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

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

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

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

5. Term and Termination

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

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

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

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

6. Limitation of Liability

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

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

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

7. General

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

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

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

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

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

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

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

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

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

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

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**City Attorney**
FROM:	**Amy Darnick**
SUBJECT:	**Resolution #24-79 Authorizing Agreement for Consulting Services Between the City of De Pere and Partner Engineering and Science Inc. (Americans with Disabilities Act Facility Audit).**

ATTACHMENTS:

- Reso24-79 (PDF)
- Partner Engineering and Science, Inc.(ADA Facilities Audit)8-15-24 (PDF)
- Exhibit A-Partner Engineering and Science (PDF)
- Partner ESI Proposal-CITY OF DE PERE (24-457509) 072524 (PDF)
- Recommendation From Finance/Personnel Committee to Award ADA Facilities Audit Agreement to Partner Engineering and Science, Inc. - Memo to City Council 8-20-24 (PDF)
- ECS Proposal 52_2408-P - ADA DePere, ADA Facility Audit, DePere, WI (PDF)

RESOLUTION #24-79

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN THE CITY OF DE PERE AND PARTNER ENGINEERING AND SCIENCE, INC.
(Americans with Disabilities Act Facility Audit)

WHEREAS, the City is in need of contracting with a consulting firm to perform an audit of city-owned facilities, buildings and structures to determine compliance with The Americans with Disabilities Act (ADA) 2010 design standards; and

WHEREAS, Partner Engineering and Science, Inc. has available and offers to provide qualified personnel and professional assistance necessary to accomplish such services within the required timeframe; and

WHEREAS, this matter has been reviewed by the Finance/Personnel Committee which recommends approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

> The Mayor and City Clerk are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Partner Engineering and Science, Inc. (American with Disabilities Act Facility Audit) as is attached hereto, subject to such changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

> All City officials, officers, employees, and agents are authorized and directed to take such steps as are lawful and necessary in furtherance thereof.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 20th day of August, 2024.

APPROVED:

_____
James G. Boyd, Mayor

ATTEST:

_____
Carey E. Danen, City Clerk

Ayes:_____
Nays:_____
Board/Committee Approval: 08/13/2024

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND PARTNER ENGINEERING AND SCIENCE, INC.
(Americans with Disabilities Act Facility Audit)**

THIS AGREEMENT made and entered into this ___ day of _____, 2024, by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Partner Engineering and Science, Inc., a foreign corporation authorized to conduct business in Wisconsin ("Consultant").

WITNESSETH

WHEREAS, the City is in need of consultant services to perform an audit of city-owned facilities (buildings/structures) to determine compliance with The Americans with Disabilities Act (ADA) 2010 design standards; and

WHEREAS, the Consultant has available and offers to provide qualified personnel and facilities necessary to accomplish the work within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project is as described in the June 2024 City Request for Proposals (Exhibit A) and Consultant's Proposal thereto dated July 29, 2024 (Exhibit B), both of which are attached hereto and incorporated by reference. If a conflict exists between Exhibit A and Exhibit B, the terms of Exhibit A shall prevail. If there is a conflict between the terms and conditions of Exhibit A and this Agreement, the terms of this Agreement shall prevail. No standard terms or conditions of Consultant's Proposal are incorporated into this Agreement unless such term is specifically written into the Agreement.

If, during the course of performing the work, City and Consultant agree that it is necessary to make changes in the project as described in the exhibits, such changes will be incorporated into this Agreement only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

Consultant agrees to perform those services described in Exhibits A and B. Any change to the scope of services as identified therein shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as access to facilities, buildings and structures, as well as other information concerning the project that may be applicable, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

For special services, the authorization by the City shall be in writing and shall include the definition of the work to be done, the schedule for commencing and completing the work, and the basis for compensation for the work, all as agreed upon by the City and the Consultant.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall include copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings, specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. AUDITOR ACCESS

Consultant shall, upon request of City or its auditors, provide access to and furnish the auditors with copies of requested records, reports and any other documentation in its possession or custody pertaining to financial transactions, records or other financial information held by Consultant in conjunction with or related to Consultant's obligations under this Agreement.

VII. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm to the public, or create a risk of significant harm to the public.

VIII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

IX. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit B, to be paid in a lump sum at the conclusion of the work. Payment to the Consultant is due upon receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

X. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations, consistent with the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity.

XI. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member

of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XII. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than $1,000,000; with additional umbrella liability insurance coverage for a total of not less than $5,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.

B. Consultant shall also maintain professional liability insurance covering damages to City resulting from errors and omissions of the Consultant. The limit of liability under said policy shall be $1,000,000 or the total consultant's fee on the project, whichever is greater.

C. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XIII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs,

losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIV. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of persons and firms performing subcontract work.

XV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XVI. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XVII. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVIII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Consultant make normal

progress in the performance of the work impossible. The Consultant may request that work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XIX.

XIX. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing. Charges for the latter work are subject to the 10 percent limitation described in this Article.

XX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with a lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon.

Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XXI. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City: City of De Pere
Attn: City Administrator
335 South Broadway Street
De Pere, WI 54115

If to Consultant: Partner Engineering and Science, Inc.
Attn: Jake Wegleitner
National Client Manager
6600 France Avenue South; Suite 320
Edina, MN 55435

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

PARTNER ENGINEERING AND SCIENCE, INC. CITY OF DE PERE, WISCONSIN

By: _____ By: _____
Printed Name/Title:_____ James G. Boyd, Mayor

By: _____ By: _____
Printed Name/Title:_____ Carey E. Danen, City Clerk

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CITY OF DE PERE



REQUEST FOR PROPOSAL

AMERICANS WITH DISABILITY ACT FACILITY AUDIT

2024

Exhibit A

SUMMARY

The City of De Pere is seeking proposals from qualified and experienced consultants to perform an audit of city-owned facilities (buildings / structures) to determine compliance with Americans with Disabilities Act (ADA) 2010 design standards.

PROPOSALS MUST BE RECEIVED NOT LATER THAN 5:00 P.M. ON MONDAY, JULY 29, 2024.

The City of De Pere reserves the right to accept or reject any or all proposals, to waive any irregularities, informalities, or defects in any proposal, to accept any proposal in whole or in part which shall be deemed in the best interests of the City of De Pere, and to negotiate with the successful proponent.

PROCESS

The City of De Pere will conduct the review, screening, and selection of a professional consultant to provide the services required. The consultant is encouraged to suggest or incorporate additions or modifications to the scope into the proposal that will enhance or clarify the study.

RFP SUBMISSION

Only complete responses will be considered. Proposals shall be emailed to:

ldelo@deperewi.gov
Lawrence Delo
City Administrator
City of De Pere
335 S. Broadway
De Pere, WI 54115

by 5:00 p.m. on Monday, July 29, 2024.

If further information is required, please contact:
Lawrence Delo, City Administrator at 920-339-4044 or ldelo@deperewi.gov

PROJECT BACKGROUND

The City of De Pere has a population of approximately 25,000. The city has 27 buildings that house a variety of uses and with varying levels of general public access. A table and map of the sites are attached as Exhibits A and B.

PROJECT GOALS

1. Provide an evaluation of City buildings.
2. Provide a spreadsheet and transition plan that can be used to track proposed modifications with the ability for the City to adjust timeframes and priorities.
3. Provide the City with a cost estimate for remediation work required as a result of the evaluations.

SCOPE OF SERVICES

1. Meet with City staff to review study objectives.
2. Provide a field review of all City buildings to evaluate compliance with ADA regulations and provide remedial options for compliance.
3. Provide a report, including cost evaluation, of all proposed modifications, recommended priorities for completion of proposed modifications, and a tabular listing of recommended or proposed modifications.
4. Provide a spreadsheet that can be utilized to provide detailed modifications, costs, and priorities for the transition plan.
5. Present the report and spreadsheet at a meeting of the City's ADA team and to the City Council.
6. All services shall be completed no later than December 1, 2024.

SPECIFICATIONS FOR PROPOSAL

The RFP respondent shall submit the RFP response with all of the information requested. Proposal shall be an email clearly labeled “City of De Pere - ADA Facility Audit". In order to simplify the proposal evaluation process, the City is seeking RFP responses in the following format:

1. Cover letter
    a. Include the name, address and telephone number of your company.
    b. Include the name and email address of the direct contact person for this proposal.
2. Company Overview
    a. A brief description of the qualifications and experience of your firm. Include personnel qualifications, experience and availability.
    b. Names and qualifications of outside consultants and associates that will be employed to assist on this project.
3. Relevant Experience
    a. Your current and past experience as it relates to the scope of this request for proposal.
    b. References of other Municipalities/Organizations that your firm has prepared or assisted in preparation of work similar to that involved in this request for proposal.
    c. Municipal government experience. Preference will be given to respondents who have developed plans for other Wisconsin communities.
4. Support Team
    a. Identify the individuals comprising the support team, experience/biography and what specific role each will take in completing the work.
5. Project Approach
    a. Describe your approach for completing the tasks identified in the Scope of Services section.
    b. Discuss proposed additions or modifications to the scope presented herein.
6. Timeframe for completion
    a. The timeframe for completion of the project will be evaluated. The Consultant shall also demonstrate the ability to commit time and resources to the City’s project relative to its other commitments.
7. Assistance from City
    a. To the greatest extent possible, identify the types of information, data and assistance expected from the City in order to complete this project.
8. Project Cost
    a. Identify the cost for each task in the Scope of Work. Include the number of staff needed to complete each task, as well as the cost.
    b. Any additional costs/charges (such as travel expenses) must be clearly defined in the proposal.
    c. Complete summary of costs – cost by tasks, by staff person, components, optional work, taxes, etc.
    d. Provide a Certificate of Insurance listing the City as an additional insured and which meets the following minimum limits:
        - General Liability
            - $1,000,000 each occurrence
            - $1,000,000 personal and advertising injury
            - $1,000,000 general aggregate
            - $1,000,000 products and completed operations
        - Auto Liability Insurance
            - $1,000,0000 Combined Single Limit
        - Umbrella Liability Insurance on a following form basis
            - $4,000,000 each occurrence
            - $4,000,000 aggregate
                - Any combination of underlying coverage and umbrella equaling $5,000,000 shall be acceptable
        - Workers Compensation Statutory Limits plus:
            - $100,000 E.L. Each Accident
            - $100,000 E.L. Disease Each Employee

- $500,000 E.L. Disease Policy Limit
- Professional Liability
  - $1,000,000 each occurrence
  - $1,000,000 annual aggregate

EVALUATION CRITERIA

1. Staff will evaluate the proposals. If there is no clear choice, a short list of consultants will be invited for an interview. The proposals and oral interview results shall be the basis of selection. The selection criteria are as follows:
2. Consulting firms that are the most qualified and experienced to perform the work specific in this request for proposal.
3. The quality of the proposal and adherence to the proposal requirements.
4. Demonstrated understanding of the scope of work in the request for proposal.
5. The experience of the project manager and work team.
6. Past record of performance as determined from all available information, including direct communication by the City with consultant's former clients. Factors to be considered include but may not be limited to: experience and familiarity with similar types of projects, cost control, work quality and completion of work on schedule.
7. The ability to perform work in a timely manner.
8. The quality of the interviews, if necessary.
9. Cost

GENERAL NOTES

1. This Request for Proposals does not constitute a contract or an offer of employment. The cost of preparation of proposals shall be the sole obligation of the consultant. All proposals, whether accepted or rejected, shall become the property of the City.
2. In all cases where an electronic spreadsheet, document or database has been created to develop the study, the bidder shall provide a copy of such spreadsheet in native electronic form. The City presently uses Microsoft Excel and Word and requires spreadsheets and documents created or able to be translated into those formats. The final report will be furnished on paper, and in an Adobe .pdf format.
3. All completed work including draft reports, related documents, ancillary reports and the final report, whether in written, video or electronic formats, becomes the property of the City at the end of the project and will be turned over to the City.
4. Project Award will be made by the City of De Pere. The City of De Pere reserves the right to accept or reject and or all proposals, to waive any irregularities, informalities, or defects in the proposals, to accept any proposal in while or in part which it shall deem to be in the best interest of the City of De Pere.
5. An email copy of the proposal must be received by 5:00 p.m. on Monday, July 29, 2024.
6. The City assumes no responsibility for "late proposals". It is the sole responsibility of the consultant to ensure that the proposal is received at the City prior to the deadline. Proposal must have least a 60-day price guarantee period.
7. Consultant/Bidder shall not be suspended, debarred, declared ineligible, or voluntarily excluded by any federal agency or from receiving any federal funds and shall provide such certification if selected.

SCHEDULE: The estimated schedule for the RFP process is:

July 2, 2024	-RFP Issued
July 29, 2024	-RFP Responses Due
July 30 to August 8, 2024	-City Evaluation\Vendor Interview (if needed)

ASSIGNMENT: The Professional Consultant shall not assign the contract or subcontract any portion of the work without the written consent of the City of De Pere, nor shall the firm assign any monies due or to become due to them hereunder, without previous consent of the City.

CANCELLATION OF RFP: This RFP may be cancelled. Any or all proposals may be rejected in whole or in part. Proposals that do not comply with all criteria set forth in this RFP are subject to disqualification. Late responses will not be considered.

PAYMENT: The City will develop a payment schedule based upon important milestones being accomplished. This payment schedule will be negotiated with the selected consultant.

EXHIBIT A City Buildings

	City Building	Address	Size/Sq Footage	Year Built or Established	Occupied As
			Main City Buildings		
1	City Hall	335 S. Broadway St	24,000 sq ft* Three levels	1969 – Original 2000 – Addition	Administrative offices for City
2	Community Center	600 Grant St	18,000 sq feet	1999	Public building used for recreational programs and services
3	Municipal Service Center	925 S. Sixth St	87,040 sq ft – Main 10,800 sq ft – Detached storage building 5,500 sq ft – Salt shed	1981 – Original 1999 - Addition	Operations center for Public Works, Engineering, Water, and Parks
			Parks		
4	Bomier Boat Launch Restroom	700 Fox River Dr	600 sq ft	1998*	Public Restroom
5	Braisher Park Shelter	630 N. Winnebago St	700 sq ft	1976 – Original 2014 - Remodel	Public shelter and restroom
6	De Pere Ice Arena	1450 Fort Howard Ave	29,000 sq ft*	1974	Ice Arena
7	Fox Point Boat Launch Restroom	1075 N. Broadway S	550 sq ft	1992*	Public Restroom
8	Jim Martin Restroom	255 Libal St	700 sq ft	2005*	Public Restroom
9	Kelly Danen Concession/Restroom	931 Cedar St	1,100 sq ft	1983*	Concession stand and public restroom
10	Legion Parkee Building	1212 Charles St	450 sq ft	2011	Parkee Building
11	Legion Pool Building	1212 Charles St	4,200 sq ft	1972	Public Pool
12	Optimist Concession Building	801 Cook St	2,400 sq ft	2003*	Concession building
13	Optimist Restroom	801 Cook St	580 sq ft	1999	Public Restroom
14	Patriot Park Shelter/Restrooms	1101 Colleen Ln	900 sq ft	1983*	Public shelter and public restroom
15	Perkofski Boat Launch Restroom	1500 Fort Howard Ave	700 sq ft	2004*	Public Restroom
16	Southwest Park Shelter/Restrooms	2472 Lawrence Dr	2,100 sq ft	2008	Concession stand and public restroom
17	VFW Octagon Building	730 Grant St	1,400 sq ft	1997*	Public shelter and restroom

Public Safety					
18	Fire Station #1	400 Lewis St	6,588 sq ft – Main 5,400 sq ft – Lower 3,250 sq ft – Garage	1964 – Original	Operations of City Fire Station
19	Fire Station #2	1180 Grant St	2,458 sq ft – Main 2,458 sq ft – Lower 2,100 sq ft – Garage	1972 – Original 2016 – Remodel	Operations of City Fire Station
20	Police Station	325 S. Broadway St	20,000 sq ft* Two levels	2001 - Remodel	Administrative offices for Police Dept.
Public Works					
21	CBCWA Station: DP2 Erie	1250 S. Erie St	455 sq ft	2007	Water Authority station
22	CBCWA Station: DP5 American	1451 Biotech Wy	688 sq ft	2007	Water Authority station
23	Enterprise Pump Station	1851 Enterprise Dr	891 sq ft	1969	Well/Reservoir
24	Matthew Tower	1725 E Matthew Dr	*Unknown*	1986	Water tower
25	Merrill Pump Station	1501 Merrill St	992 sq ft	1960	Well/Reservoir/Tower
26	Ninth St Pump Station	315 N Ninth St	*Unknown*	1960	Well/Reservoir/Tower
27	Scheuring Pump Station	1340 Scheuring Rd	960 sq ft	1978	Well/Reservoir

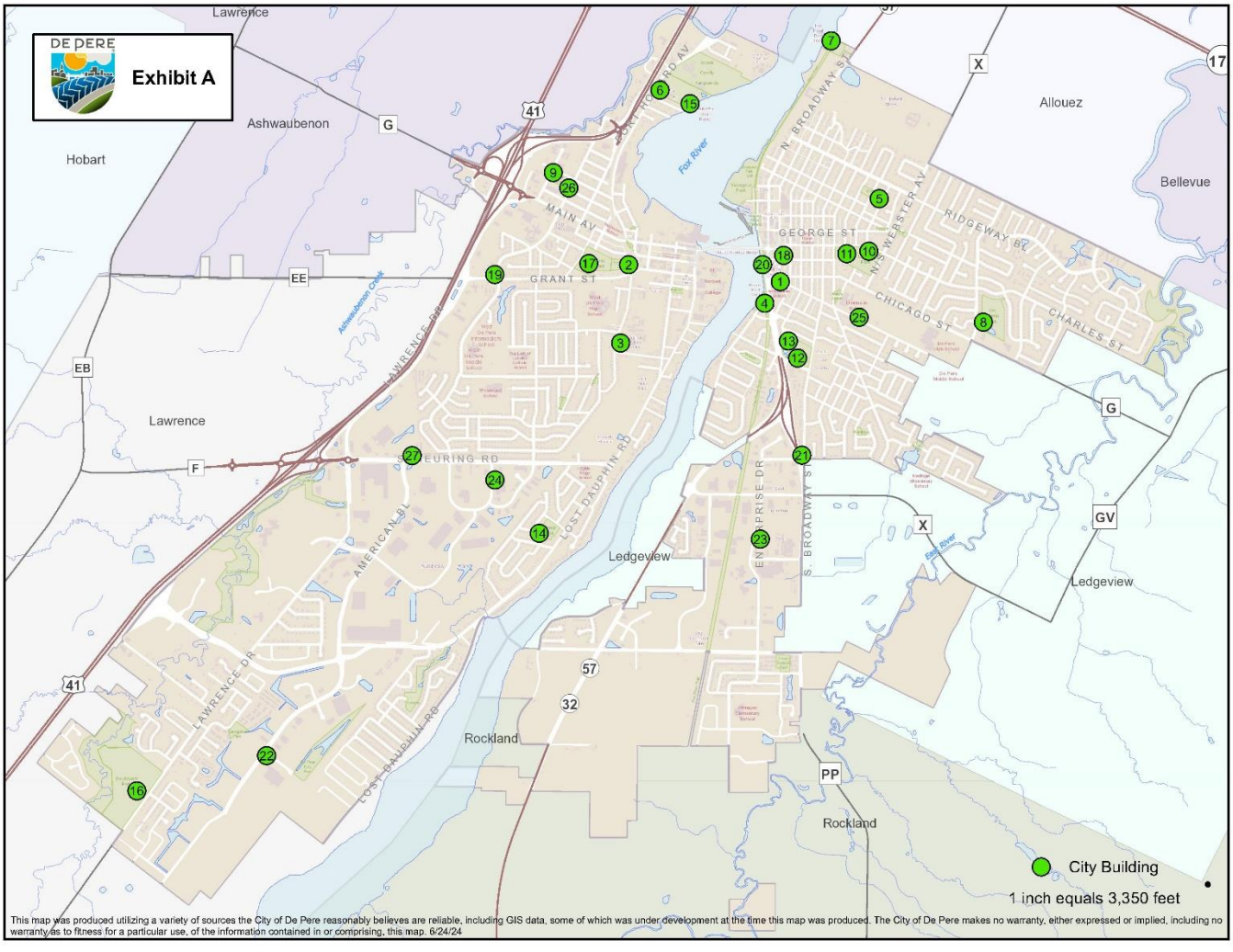


Exhibit A

PARTNER
Engineering and Science, Inc.

More Than Just Assessments.
Solutions.







July 29, 2024

TECHNICAL PROPOSAL FOR RFP AMERICANS WITH DISABILITY ACT FACILITY AUDIT 2024

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

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

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

Building Engineering & Assessments

Environmental Consulting & Remediation

Construction & Development Services

Energy & Consulting

PARTNER
Engineering and Science, Inc.

TRANSMITTAL LETTER

July 25, 2024

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

Subject: RFP-Americans with Disabilities Act Facility Audit

Dear Mr. Delo

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

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

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

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1. STATEMENT OF QUALIFICATIONS

A. GENERAL FIRM INFORMATION

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

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



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

Building Engineering & Design

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

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

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

B. KEY PROJECT PERSONNEL RESUMES

Overview

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

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

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

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

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

Partner's team offers:

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

Professional Bios of Key Staff Members



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



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

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



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

Additional Team Members (Assessors and Reviewers)

Mandy Register

Jennifer Yee

Sarah Ibrahim

Steven Lewandowski

Tom Robb

Full resumes provided in Appendix A.

2. APPROACH TO COMPLETING THE PROJECT

ADA Self-Evaluation (Assessment) and Transition Plan Development

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

Each program/site will include:

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

Architectural Barrier Assessment:

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

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

Transition Plan

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

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

Facilities will be reviewed for the following:

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

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

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

Deliverables

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

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

Other Services

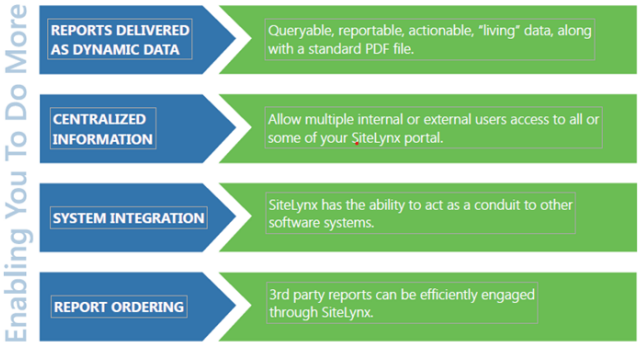
Per the RFQ, Partner will attend at least three meetings with the City's staff. This will be at project kick off, an interim progress meeting, and final completion meeting where presentation of findings will be discussed. Partner will also be involved in the presentation of findings to the City Council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

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



Partner SiteLynx® Technology – Online Report Ordering and Delivery Platform

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



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

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

3. PROJECT EXPERIENCE

ACCESSIBILITY ASSESSMENTS

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

Sample List of Project Facility Types

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

SIMILAR PROJECT EXAMPLES AND REFERENCES

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

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

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

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4. PROJECT SCHEDULE

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

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

5. SCHEDULE OF VALUES

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

APPENDIX A – KEY PROFESSIONAL RESUMES

PARTNER

Christy Kim, AIA, CASp
Principal
National Technical Director Accessibility

Education

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

Registrations

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

Training

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

Highlights

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

Experience Summary

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

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

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

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

Project Experience

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

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

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

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

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

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

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

Affiliations

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

Speaking

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

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

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

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

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

Publications

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

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

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

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

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

Contact

ckim@partneresi.com

PARTNER

Mari Miller, CASp
Senior Advisor, Accessibility

Education

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

Certifications

Certified Access Specialist (CASp), State of California

Training

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

Highlights

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

Experience Summary

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

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

Mari Miller, CASp

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

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

Project Experience

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

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

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

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

Affiliations

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

Publications

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

Contact

mmiller@partneresi.com

PARTNER

Sarah Ibrahim
Project Engineer

Education

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

Registrations

Engineer-In-Training

Training

PCA Training
Accessibility Training
Construction Progress Monitoring Training

Highlights

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

Experience Summary

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

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

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

Project Experience

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Property Condition Assessments

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

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

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

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

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

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

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

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

Construction Progress Monitoring Reports

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

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

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

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

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

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

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

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

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

Affiliations

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

Contact

sibrahim@partneresi.com

PARTNER

Steven Lewandowski, RAS
Project Manager

Education

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

Registrations

Registered Accessibility Specialist (RAS) - Texas

Training

Austin Community College, AutoCAD Training

Highlights

21 years total experience in the field of accessibility

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

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

Experience Summary

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

Project Experience

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

Plan Review/Inspection/Assessments

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

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

ADA Self-Evaluation and Transition Plans

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

Steven Lewandowski, RAS

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

Contact

slewandowski@partneresi.com

PARTNER

Mandy Register, ADAC
Project Manager

Education

Bachelor of Science in Political Science, Florida State University

Bachelor of Science in International Affairs, Florida State University

Certification in Urban and Regional Planning, Florida State University

Registrations

ADA Coordinator Certification (ADAC)

Training

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

Highlights

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

Experience Summary

As a Project Manager Mandy's responsibilities include planning, executing, and finalizing projects according to deadlines and within budget. Projects are focused on compliance with the Americans with Disabilities Act (ADA).

Mandy brings more than 11 years of compliance and accessibility experience to the team and is a certified ADA Coordinator. In the past several years she has helped numerous entities with the development of their self-evaluations and ADA transition plans. Her experience includes conducting field evaluations documenting ADA compliance and deficiencies in facilities, parks, and trails. Completing ADA compliance reports of facilities, park, and trails. Conducting program, services, and activities (PSA) reviews for ADA compliance and documenting findings in compliance reports.

Mandy Register, ADAC

Project Experience

ADA/FHA/Section 504 Reviews. Mandy has completed numerous Accessibility Reviews for properties throughout the United States. Projects of note include the review of a large regional shopping centers in Long Island, New York and the greater Washington D.C. area; large hotels in Orlando, Florida and Key Largo, Florida; Fair Housing Amendments Act review for multi-family properties in Brooklyn, New York and Charlotte, North Carolina.

ADA Self-Evaluations and Transition Plans. Mandy has helped with the development of numerous self-evaluations and ADA transition plans by conducting field evaluations, completing ADA compliance reports, and conducting program, services, and activities (PSA) review. Projects of note include municipalities and institutions of higher education in Florida, Louisiana, Nevada, New Mexico, Tennessee, and Texas.

Construction Monitoring Services. Mandy performed periodic site reviews of construction projects for mixed use and multi-family projects. Project of note includes a 129-unit residential project in Atlanta, Georgia.

Contact

mregister@partneresi.com

PARTNER

Thomas E. Robb, AIA, RAS, CCM
Senior Assessor

Education

Bachelor of Architecture, University of Arkansas, Fayetteville, AR

Registrations

Registered Architect, Texas
Registered Accessibility Specialist, Texas
Certified Construction Manager, Construction Manager Certification Institute

Training

OSHA 30-hour Construction Safety & Health

Highlights

Over 40 years of experience in construction management, architecture, and commercial real estate development
10 years of experience in accessibility, construction risk, and property condition assessments
Numerous Accessibility assignments including Compliance and Construction Document Reviews, Construction Progress Monitoring Assessments, and preparing Section 504 – Self Evaluation Transition Plans and Barrier Removal Plans including hotels, multi-family, shopping centers, banks, warehouse, self-storage, and medical projects
Numerous Construction Risk Management assignments including Document and Cost Reviews, Contractor Evaluations, Construction Progress Monitoring, and Cost to Complete with an emphasis on Freddie Mac, Fannie Mae, and Affordable Housing LIHTC projects
Hundreds of Property Condition Assessments including HUD, Freddie Mac and Fannie Mae
Limited Phase I Environmental Site Assessments

Experience Summary

Mr. Robb has over 40 years of experience in the design, construction, and development of commercial properties and is a Registered Architect, Registered Accessibility Specialist, and Certified Construction Manager. These credentials uniquely qualify Mr. Robb to provide multi-discipline solutions within Partner Engineering and Science, Inc.'s (Partner), PAC Equity Accessibility, Building, Construction, and Investment Advisory Service Groups. He conducts Accessibility Plan Reviews, Document and Cost Reviews, Contractor Evaluations, Construction Monitoring, Construction Quality Control, and Cost to Complete Analysis. Mr. Robb's due diligence deliverables include Property Condition Assessments on Equity, HUD, Fannie Mae, Freddie Mac, and range of other client specific assignments.

Prior to joining Partner in 2013, Mr. Robb completed several hundred million dollars of construction and renovation projects performing as Director of Construction Administration (Architect), Director of Design and Construction (Design-Build General Contractor), and Construction Project Manager (Real Estate Developer and Program Manager).

Accessibility Assessments

Mr. Robb has been involved in hundreds of accessibility assessments for a multitude of property types, and has been responsible for ensuring that projects comply with current ADA, FHAA, UFAS, UBC, ASTM, and

ANSI standards on projects throughout the U.S., as well as state and/or local accessibility codes in California, Texas, South Carolina, Wisconsin, New Jersey, Iowa, Georgia, Tennessee, and Kansas. Assessments have included Barrier Removal Plans, some including close coordination with Department of Justice officials, ADA Compliance Reviews, Accessibility Construction Document Reviews, Accessibility Construction Progress Monitoring Reports and Section 504 – Self Evaluation Transition Plans.

Construction
Mr. Robb has extensive hands-on experience taking ownership of due diligence deliverables through project completion. He has led design and construction teams for two international Fortune 500 companies working in the capacity as Design-Builder and Program Manager on retail, restaurant, office, educational, industrial, and manufacturing projects. As a Partner and Director of Construction Administration, he led teams providing construction administration services for a Dallas architectural firm specializing in Class A office buildings and hospitality/resort projects. As a Project Architect for the Dallas-based, international architectural firm, HKS, Inc., he led teams in the production of construction documents on acute-care healthcare projects located in Texas and Utah.

Project Experience

Accessibility Assessments

Villa St. Joseph, Orange, California. Construction Document Review of a California funded housing project for compliance with federal accessibility standards, California Building Codes Chapters 11A and 11B, and various California funding sources. The project was a planned renovation of a 66,160 square foot multi-family residential project constructed in 1958 including 50 dwelling units.

Enterprise Center, Oakhurst, California. Quality Control for an ADA Title III Compliance Review of 45 industrial/retail/automotive medical buildings with a total of 200,900 square feet and located on 36.59 acres.

Nut Tree Plaza, Vacaville, California. Quality Control for an ADA Title III Compliance Review of a shopping center consisting of 16 buildings with a total of approximately 371,524 gross leasable area, and with 1,601 parking spaces, including 48 designated accessible parking spaces.

Driskill Hotel, Austin, Texas. ADA Title III Compliance Review of an historic hotel comprised of a four-story building constructed in 1886 and a twelve-story tower constructed in 1930, and with a total of 189 guest rooms and 171,998 gross square feet.

Hilton Orlando Buena Vista, Orlando, Florida. ADA Title III Compliance Review of a resort hotel comprised of two buildings that include seven towers up to 27-stories, 1,011 guest rooms, 108,000 square feet of meeting space, and totals a gross building area of nearly one million square feet. The site is also improved with multiple resort pools, a recreation area, and ample surface parking.

Summit Woods, Lee's Summit, Missouri. ADA Title III Compliance Review of a shopping center consisting of six buildings with a total of approximately 793,000 gross leasable area, and situated on 87 acres with 2,669 parking spaces, including 72 designated accessible parking spaces.

DoubleTree by Hilton Downtown Nashville, Nashville, Tennessee. ADA Title III Compliance Review of a 13-story hotel consisting of 341 guest rooms, restaurant, lobby bar, indoor swimming pool, outdoor bar and grill, an on-site Starbucks, a fitness center and garage parking providing 102 spaces.

Hilton Dallas Park Cities Hotel, Dallas, Texas. ADA Title III Compliance Review of an 11-story hotel consisting of 224 guest rooms, restaurant, lobby bar, rooftop swimming pool, sundry shop, business center, fitness center, and garage parking providing 255 spaces.

Albuquerque Sheraton Airport Hotel, Albuquerque, New Mexico. ADA Title III Compliance Review of a 15-story hotel consisting of 276 guest rooms, two restaurants, swimming pool, 12,000 square feet of banquet flex-space, fitness center, and surface parking providing 368 spaces.

Wilder, Austin, Texas. ADA Title III Compliance Review of a new 474,248 square foot multifamily residential development consisting of 16 residential buildings containing 381 dwelling units and a clubhouse.

Construction Risk Management

Block 40, Hollywood, Florida. Document and Cost Review of a 22-story, 563,653 square foot residential tower building consisting of 103 hotel guestrooms and 170 residential units.

646 N Michigan Avenue, Chicago, Illinois. Document and Cost Review of the renovation of an existing 5-story 47,410 square foot building into a new concept "Roastery" for Starbucks.

St. John's Square, San Antonio, Texas. Freddie Mac Preconstruction Analysis Report of an 8-story 409,195 square foot 252 apartment building with an 8-story precast concrete garage structure.

Biltmore Towers, Dayton, Ohio. Fannie Mae Rehabilitation Work Evaluation Report for the rehabilitation of an existing 17-story 317,836 square foot building, containing a total of 230 dwelling units.

Robert Graham at Orchard Hill Landing, Milledgeville, Georgia. Freddie Mac Preconstruction Analysis Report of the renovation and new construction of an existing residential community of one-story single-family, duplex, and triplex residential buildings to provide 171 affordable housing units totaling 153,500 net rentable square feet.

Bellevue Gateway, Bellevue, Washington. Document and Cost Review for the development of a 595,252 square foot, 11-story mid-rise building consisting of 370 multi-family units, 21,405 square feet of retail space, and four levels of below-grade parking providing 603 spaces.

CORE5 Logistics Center, McKinney, Texas. Construction Progress Monitoring of two warehouse buildings containing a total of 431,710 square feet.

The Beckley, Dallas, Texas. Construction Progress Monitoring of the construction of a new 406,172 square foot multifamily residential development consisting of a 5-story wood-framed apartment building containing 340 dwelling units, wrapped around a pool courtyard and an attached, 7-level concrete parking garage.

Program Management

2007 Fort Worth ISD and 2008 Dallas ISD Bond Program. Managed the contracting, scheduling and all activities of the architects, consultants and contractors, from pre-design through close-out. Projects consisted of completing K-12 school renovations and additions at 25 campuses in Dallas and Fort Worth.

General Contractor/Developer

Flextronics International, Plano, Texas. Managed the design, construction, and close-out in the capacity of Project Manager for a general contractor/developer, while also managing the overall $60 million+ development which included another developer and contractor. Mr. Robb was the lead Construction Manager for all stakeholders which he accomplished by administrating a shared portal site and conducting weekly on-site meetings for a team consisting of two developers, Flextronics representatives, project managers, superintendents, architects, and various consultants. The project was successfully completed on time and within budget, and consists of four manufacturing/office buildings on four contiguous parcels owned by the two developers, resulting in the creation of one cohesive manufacturing and office campus for Flextronics International.

Affiliations

American Institute of Architects
Construction Management Association of America

Contact

trobb@partneresi.com

PARTNER

Jennifer Yee, CASp
Project Manager – Accessibility

Education

San Diego State University, San Diego, CA, Mechanical Engineering Studies

Registrations

Certified Access Specialist (CASp) program - California

Training

CASp 101: Certification and Practice, DIVISION OF STATE ARCHITECT
2013 CBC Amendments – Accessibility, DIVISION OF STATE ARCHITECT
CASp Code Discussion Group, Ongoing – DIVISION OF STATE ARCHITECT
ADA Training, EVAN TERRY ASSOCIATES
Stepping Thru Accessibility Webinar: The Existing Building-Access Within and Without – CASI (Certified Access Specialists Institute)
Multiple Webinars, Ongoing, ACCESSIBILITY ONLINE
Partner Engineering and Science - Certified Roofing Professional Program (December 22, 2023)

Highlights

- 19 years ADA surveying field work
- 12 years surveyor trainer
- 11 years ADA report writing
- Years of site assessment experience with various property types:
  - 15 years, Restaurant Establishments
  - 14 years, Retail Properties
  - 5 years, Medical Facilities
  - 8 years, Hotels/Resorts
  - 4 years, Multi-Family Dwelling
  - 2 years, Library of Congress
  - 1 year, Utility Facilities, Museums, Funeral Homes/Cemeteries, Misc.
  - 1 year, Title II City Facilities
- 5 years proposing estimates
- 2 years plan reviews

Experience Summary

As an accessibility project manager, I manage the project from the initial client contact to the delivery of the final product. This involves identifying a client's needs, developing the proper scope of work for the project, and managing the project throughout to its completion. Most projects involve assessing a property and producing a report that identifies the property's architectural barriers for people with disabilities and offers possible solutions for removing those barriers. Other projects involve developing tailored ADA training sessions. Throughout either process, I guide the client where needed to help them navigate their ADA path. Due to my diverse and extensive experience with various types and sizes of properties, clients can have full confidence in my ability as their partner for the project.

Jennifer Yee, CASp

Throughout the years I have become well versed in both the current federal ADA Standards, the portions of the building codes that pertain to accessibility, and multifamily residential codes and regulations. I have developed and continue to develop my skillset from assessing properties ranging from small 700 square feet restaurants in strip malls to large mixed-use multi-family residential properties to the vast multi-million square feet government establishments. Numerous attorneys and architects have also called upon me to utilize my expertise to assist them in their ADA cases/projects.

Project Experience

Architect of the Capital, Library of Congress, Washington, DC - Barrier Removal Surveys (approx. 1 million sq. feet), Surveyor Trainer

J .Paul Getty Trust, Getty Museum and Getty Villa, Westwood and Malibu, CA - Barrier Removal Surveys (approx. 1.2 million sq. feet and 105,500 sq. feet)

Kaiser Permanente Medical Facilities, throughout CA -Barrier Removal Surveys (approx. 1 million sq. feet), Surveyor Trainer

CVS Caremark, Facilities Nationwide -Barrier Removal Surveys (approx. 2.5 million sq. feet), Project Coordination, Surveyor Trainer

International Hotels and Resorts, Facilities Nationwide - Barrier Removal Surveys (over 1.5 million sq. feet)

Residential Multi-Family Real Estate Properties, Nationwide - Barrier Removal Surveys (over 1.5 million sq. feet)

Commercial Retail and Office Facilities, throughout Southern CA -Barrier Removal Surveys and report (over 1.5 million sq. feet)

Sutter Health, throughout Northern CA -Barrier Removal Surveys (approx. 500,000 sq. feet), Quality Assurance, Surveyor Trainer

Partners Healthcare, Boston, MA -Barrier Removal Surveys (approx. 300,000 sq. feet), Surveyor Trainer

Restaurants, California (Confidential) - Barrier Removal Surveys (over 200,000 sq. feet)

Cemeteries and Funeral Homes, San Diego, CA (Confidential) - Barrier Removal Surveys (approx. 200,000 sq. feet)

Pacific Gas & Electric Facilities, CA - Barrier Removal Surveys (approx. 100,000 sq. feet)

Parks and Facilities, City of Yuma, AZ - Barrier Removal Surveys (approx. 30 Acres)

Contact

jyee@partneresi.com

PARTNER

Jacob Wegleitner
Senior Project Manager, Principal

Education

Bachelor of Science-Environmental Science/Engineering (University of Minnesota-Duluth)

Registrations

Minnesota Asbestos Inspector #AI12231

Training

OSHA 40-Hour HAZWOPER

Highlights

Over 10 years of experience in the construction industry
Over 8 years of experience in commercial real estate due diligence including Phase I and Phase II Environmental Site Assessments (ESAs), Property Condition Assessments (PCAs), Construction Progress Monitoring, and Asbestos Surveys
Completed over 400 Phase I ESAs, PCAs and Physical Needs Assessments (PNAs)
Experience performing Fannie Mae ESAs and PNAs

Experience Summary

Mr. Wegleitner serves as a Senior Project Manager and Principal for Partner Engineering and Science, Inc. (Partner), performing Phase I and Property Condition Assessment technical reviews in line with the American Society of Testing and Materials International (ASTM) standard and United States Environmental Protection Agency's All Appropriate Inquiry as well as numerous customized client formats. Mr. Wegleitner's areas of expertise include Phase I & Phase II ESAs, PCAs, and Construction Services.

Mr. Wegleitner is currently geared towards client management, project oversight, and technical report reviews for various asset types, financing situations, and equity investment opportunities.

Mr. Wegleitner has become proficient in completing and reviewing Fannie Mae ESAs and PNAs under the new Fannie Mae guidelines as well as multiple State agencies for low income housing and tax credit projects.

Mr. Wegleitner has performed hundreds of Phase I ESAs and PCAs site assessments and corresponding reports as the onsite assessor and/or senior reviewer. Quality control of detailed report descriptions, report conclusions and recommendations, and direct client interaction and debriefing are Mr. Wegleitner's strengths of service.

Project Experience

Building Science/Construction

Project Management of 18-site Industrial Portfolio, Upper Midwest and Texas. Managed, reviewed, and delivered 18 Property Condition Assessments conforming with ASTM E2018-08 for a joint venture of national and international clients. The subject sites ranged from single building to multi-building sites ranging in size from 50,000 to over 200,000 square feet of floor space.

Property Condition Assessment, Capella Tower, Minneapolis, Minnesota. Conducted an equity/owner level Property Condition Assessment on a 56-story office tower conforming with ASTM E2018-15 guidelines. The

subject building consisted of approximately 1.5 million square feet of rentable area with three floors of retail/restaurants, 33 elevator cars, and extensive HVAC system.

Construction Progress Monitoring, New Construction, Venue at Dinkytown, Minneapolis, MN. Conducted ongoing on-site construction progress monitoring assessments at the $25-millon construction of the Venue at Dinkytown near the University of Minnesota campus. The property included sub-grade parking, first floor retail, and five-stories of luxury apartments. Recorded, verified, and quantified construction schedule and project budget adherence, as well as the quantity and quality of the completed work. Provided review of contractor payment request documentation in order to verify accuracy of reported percentage of completion and requested amount of contract sum.

Environmental/Subsurface

Project Management of a Multi-Site Industrial Portfolio in the Upper Midwest. Managed, reviewed, and delivered a portfolio of four industrial sites in the upper Midwest for acquisition by a local client. The portfolio included a site previously contaminated with tetrachlorethylene (TCE) in soil and groundwater and subsequently closed by the Illinois EPA (ILEPA). At the time of the closure, the ILEPA did not regulate indoor inhalation (vapor intrusion), which is currently part of the Tiered Approach to Corrective Action Objectives (TACO). Based on previous data, the property was believed to exceed the current TACO levels for vapor intrusion. Partner recommended additional investigation and possible implementation of a vapor mitigation system to prevent liability.

Phase I Environmental Site Assessment and Phase II Investigation, Pipestone, MN. Conducting a Phase I ESA, Mr. Wegleitner identified a gas station on the subject property (current fast food restaurant) until the mid-1980s; however, no tank records were identified. Mr. Wegleitner and Partner proceeded with Ground Penetrating Radar and Phase II Subsurface Investigation consisting of four soil and groundwater probes in suspected areas of the USTs and former pump islands. Significant soil and groundwater impacts were encountered. Per Minnesota regulations, Partner contacted the MPCA in order to report a release within 24-hours of discovery and Partner recommended that the property owner contact his attorney and the MPCA to direct him further. No previous ESA was conducted prior to the current owner purchasing the property and may be considered liable for the release.

Phase I Environmental Site Assessment, Top Golf, Miami Gardens, FL. Managed the Phase I ESA for the undeveloped land prior to acquisition and construction. Upon completion of their new 65,000 SF facility, Partner then provided TopGolf and a real estate REIT with Property Condition Assessment services for the sale leaseback of the facility. Partner's Property Condition Assessment was then used by the REIT to help negotiate obligations (NNN) and asset management of the facility throughout the lease term.

Contact

jwegleitner@partneresi.com

CITY OF DE PERE
MEMO

To: Mayor and Common Council

From: Lawrence M. Delo, City Administrator

Date: August 20, 2024

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

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

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

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

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

The Personnel and Finance Committee unanimously approved the Administration's recommendation at the August 13, 2024 Finance and Personnel Committee meeting to recommend the City Council approve an agreement with Partners Engineering and Science, Inc. for ADA facilities audit services to include an additional appropriation of $11,175 from existing ARPA funds.

ECS Midwest, LLC

Proposal for Accessibility Consulting Services
City of De Pere ADA Facility Audit
27 Municipal Buildings, De Pere, Brown County, Wisconsin 54115

Prepared for City of De Pere
De Pere, Wisconsin

ECS Proposal Number 52:2408-P

July 29, 2024

July 29, 2024

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

Reference: Proposal forAccessibility Consulting Services
City of De Pere ADA Facility Audit
27 Municipal Buildings, De Pere, Wisconsin 54115
ECS Proposal No. 52:2408-P

Dear Mr. Delo:

ECS Midwest, LLC (ECS) is pleased to provide the following proposal for performing Accessibility Consulting Services in response to the City of De Pere Request for Proposal for the Americans With Disability Act (ADA) Facility Audit 2024. Our proposal contains a summary of relevant information as we understand it, a project schedule, and the estimated fees for completion of the proposed services. ECS has extensive experience in accessibility consulting services. Our approach, combining industry knowledge with innovative solutions, positions us to meet the requirements and expectations in your RFP. Our proposal contains a detailed review of our methodology for assessing the accessibility of the subject properties. We are committed to providing a comprehensive, fixed-fee proposal that promotes clarity, transparency, and predictability throughout the project lifecycle. Enclosed, you will find a comprehensive outline of our proposed services, a list of similar projects we have completed, as well as the qualifications of the principal and staff assigned to this project. ECS is equipped to deliver quality service and valuable insights for this project.

We appreciate the opportunity to be of service to you on this important project. If you have any questions or comments concerning this proposal, please do not hesitate to contact us.

ECS Midwest, LLC

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Nathaniel S. Appleton
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Appendix II: Certificate of General Liability

Appendix III: Similar Project Experience

Appendix IV: Qualifications of Staff

1.0 FIRM HISTORY AND GENERAL EXPERIENCE

1.1 About Our Company

Founded in 1988 in Chantilly, VA, Engineering Consulting Services (ECS) operates in more than 85 locations throughout the Mid-Atlantic, Midwest, Pacific, Southeast and Southwest. Utilizing the strengths, experience and expertise of more than 2,700 staff across the company, ECS is able to save our clients time and money. As one of the largest and most rapidly growing engineering and consulting companies in the US, we are currently ranked 61 in Engineering News-Record's Top 500 Design Firms (April 2023) and number two in Zweig Group's 2023 Hot Firms (June 2023).

1.2 ECS Footprint

Whether your project requires local project management, specialty expertise or both, we have you covered. ECS provides the best of both worlds - the attention your projects deserve from our local team, coupled with abundant staffing and technical resources. With over 2,700 employees, ECS has grown to more than 85 locations spread across the MidAtlantic, Midwest, Southeast, Southwest and Pacific.

1.3 ECS Value

ECS specializes in developing and implementing comprehensive review and assessments of Accessibility for Contractors, GC's, Architects, Owners, Owners' Reps, Property Management Professionals, Portfolio Directors, Campus/National Property Managers, and CM's across the country. These type of programs involve customizing review and inspection protocols of new construction, renovation, and retrofit projects. ECS presents subjects Nationally on Accessibility Consulting, Design, and Inspections. Our experience combined with our extensive technical consulting background provide a basis for helping clients solve problems.

1.4 Expert Knowledge

Our goal is to always provide highly qualified and dedicated professionals who possess ample experience and a positive track record responding to accessibility services. This is where ECS excels. Our team's experience and reputation consist of key attributes that our team consistently brings to our contracts. These attributes result in project excellence and successful service delivery time after time.

- Commitment of our team's project managers to proactively seeks ways to improve knowledge processes and project delivery, hence achieving ultimate quality services for this contract.
- Willingness and ability to respond to your requirements and changing project needs expeditiously by being a good listener.
- Strong and hands-on project managers who do "whatever it takes" to ensure project success and client satisfaction.
- Timely and accurate project reporting.

Identifying individuals capable of committing ECS to the proposed project involves connecting with personnel possessing the necessary expertise. Professional Engineers, Registered Architects, project managers, engineers-in-training, code experts, and specialized technicians, all holding professional certifications in their respective domains, compose the ECS Facilities Group. Our capabilities encompass a wide spectrum, including Facilities Condition Assessments/Property Condition Assessments, Building Envelope Commissioning, Structural Investigations, Specialty Testing, ADA Compliance Assessments, Third Party Plan Reviews, Code Compliance Inspections, and Roofing and Waterproofing Services. This comprehensive array equips clients with diverse geographical resources and personnel primed to cater to specific project requisites, irrespective of their physical location. ECS offers substantial support for projects needing facility consulting services, as outlined in the subsequent overview of our personnel (located in the Appendices).

1.5 Projects with Similar Scope

In response to the RFP for Accessibility Consulting Services, we are pleased to showcase our firm's expertise through a selection of projects, followed by a list of projects, that closely align with the scope and complexity outlined for this project (the selection of projects and list are provided in the Appendices as well as references). Spanning diverse sectors such as healthcare, senior housing, residential, and commercial properties, these projects serve as a testament to our ability to deliver comprehensive building assessments, critical maintenance solutions, and strategic consultancy services. Each project exemplifies our methodical approach, precision in execution, and unwavering commitment to meeting our clients' objectives with diligence and expertise. As we present our experience in these analogous assignments, we affirm our confidence in providing high-value consulting services in support of this project.

1.6 Communication

Communication is a key to success on a project. Throughout the project personnel are assigned to the project will provide preliminary information and updates on the project. Our team understands that any concern or problem condition identified in the field must be relayed to the design team in a timely and effective manner. Recommendations to handle noted deficiencies, foreseeing the potential for delays, and the need to prepare for project contingencies will be relayed. This allows you to evaluate an appropriate course of action and determine if changes to the planned development are warranted. Our team will provide cost-effective, professional, and practical solutions to help meet project goals.

1.7 Timely Completion and Cost Control

Our team has a history of successful schedule and budget compliance, which is a direct result of attention to project planning, staffing projects appropriately, solid project management, good communication among our team members, and depth of available technical and professional staff resources. Our team analyzes every project at the time we propose our fee to determine if the schedule is sufficient for the work defined. Our team's key personnel have a variety of tools and resources to track schedules, staffing levels and project budgets to facilitate management of the project. If it is ever determined that a project schedule is tight, we will work with you to develop an approach and detailed schedule that can meet the requirements.

2.0 PROJECT INFORMATION AND SCOPE OF SERVICES

2.1 Project Description

ECS understands the City of De Pere, Wisconsin has 27 buildings that house a variety of uses and with varying levels of general public access. Please refer to the appendicles for information provided as Exhibit A in the RFP. City of De Pere has requested ECS to perform an Assessment for Title III (Public Accommodations) of the Americans with Disabilities Act for the properties.

2.2 Scope of Services

ECS will meet with City staff to review study objectives. ECS will conduct a review of the building and grounds for general compliance with the requirements of the 2010 ADA, Title III (Public Accommodations) provisions relative to their use as, or related to, public accommodations.

ECS will conduct a survey using a checklist based on the ADA Checklist for Readily Achievable Barrier Removal developed by the New England ADA Center, a project of the Institute for Human Centered Design.

ECS will identify and prioritize existing and proposed improvements that are not in accordance with the above-referenced codes as follows:

1. Physical access to the property,
2. Physical access through the building, including to areas of commerce and public accommodation,
3. Physical access to public restroom facilities,
4. Removal of remaining barriers to physical access.

The report will include:

1. Remedial options for compliance,
2. Cost estimates, and
3. Priorities for completion of proposed modifications.

Reporting

ECS will issue a draft report in PDF format for your review, that will include photographs of conditions observed.

After your review of the draft report, a final written report will be prepared. The final report will include an executive summary of ECS's findings and recommendations, and the survey results for the building. Appendices will be included that contain the summary checklists. The report will be provided in PDF format. Where financial implications are connected with problem areas observed, opinions of costs for recommended actions will be provided with priorities for completion.

A spreadsheet showing the recommended modifications , costs, and priorities of the assessed properties will be presented with the report at a meeting of the City's ADA team and City Council.

2.3 Limitations

The review of ECS will be restricted to the building and site features of the existing property affecting accessibility and will not include aspects dealing with state and local building, structural, mechanical, electrical, and plumbing codes.

2.3.1 Limitations and Assumptions

ECS has made the following assumptions in developing this proposal:

- Prices presented herein are valid for 120 days from the date of this proposal.
- If requested, ECS can provide reliance letters for our reports. Future reliance offered by ECS would be bound to the same contracted Terms and Conditions of Service agreed to between City of De Pere and ECS.

2.4 Safety

ECS personnel are responsible for their own personal safety. While on site, if ECS personnel deem a condition is unsafe and observations cannot be completed, you will be notified of the unsafe condition. ECS personnel will not proceed further with observations in that area until the unsafe condition is corrected.

3.0 PROJECT FEES AND SCHEDULE

3.1 Project Fees

ECS will provide the proposed scope of services for the **lump sum of $78,850.00,** broken out as follows:

SmartTable

Description	Quantity	Unit Rate	Total
Travel Time	16	$175.00/HR	$2,800.00
Lodging Allowance	10	$150.00/EA	$1,500.00
Misc. Allowance	10	$15.00/EA	$150.00
Per Diem	10	$50.00/EA	$500.00
Mileage	1000	$0.75/Mile	$750.00
Inspection	74	$175.00/HR	$12,950.00
Report	222	$175.00/HR	$38,850.00
Review	54	$275.00/HR	$14,850.00
Meeting Allowance	1	$6,500/LS	$6,500.00
		TOTAL	$78,850.00

ECS will proceed with the scope of services upon receipt of written authorization.

For additional services requested beyond the original scope of work, the following schedule of fees will be utilized for additional services upon request:

SCHEDULE OF FEES FOR ADDITIONAL SERVICES		
Professional Service or Expense		**Rate**
Principal Engineer/Architect		$275.00/hour
Senior Project Engineer/Architect/Manager/ Associate		$225.00/hour
Project Engineer/Architect/Manager/Associate III		$175.00/hour
Staff Project Engineer/Architect/Manager/ Associate II		$140.00/hour
Field Engineer/Architect/Manager/Associate I		$120.00/hour
Field Facilities Technician		$95.00/hour
CAD Draftsman/Designer		$90.00/hour
Clerical/Administrative Staff		$75.00/hour
Mileage		$1.00/mile

Report Hard Copies and Meetings

Hard copies of the report can be provided at cost. Meetings (both on site and at ECS's office) will be invoiced on a time and materials basis. Meetings after typical office hours (Monday through Friday 8 am to 5 pm) will be invoiced at 1.5 times the normal rate.

3.2 Project Schedule

ECS will proceed with the scope of services as stated above upon receipt of written authorization. The quoted price is based on a period of performance of 90 days after receipt of order. Draft reports will be issued within 60 days after completing field visits. If comments are not made within 30 days, the draft report will be considered acceptable to the client and a final report will be summitted to the client. Please note ECS cannot begin field activities until we receive a signed copy of the attached Proposal Acceptance Form. If this schedule does not meet your needs, please contact us.

An escort is requested for the time that we are present on the site and for entrance to interior portions of the building. Please also provide any information regarding ADA, such as recently completed improvements, planned improvements, budgets, etc.

If other items are required because of unexpected field conditions encountered in ECS fieldwork, or because of a request for additional services, they would be invoiced in accordance with ECS's current Fee Schedule. Before ECS modifies or expands the scope of services, you would be informed of the intentions for both your review and authorization.

4.0 PROPOSAL ACCEPTANCE

Attached to this proposal and an integral part of the proposal, are the "Terms and Conditions of Service" by ECS. These terms and conditions represent the current recommendations of the Geoprofessional Business Association (GBA), the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

ECS's insurance carrier requires to have a signed contract prior to the release of any information. This letter is the agreement for the services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to ECS.

PROPOSAL ACCEPTANCE FORM	
ECS Proposal Number	52:2408-P dated July 29, 2024
Scope of Work	Accessibility Consulting Services: $78,850.00
Location	27 Municipal Buildings, De Pere, Wisconsin
CLIENT INFORMATION	
Signature - Authorized Representative for Entity Responsible for Payment	
Print or Type Name of Client and Company	
Date of Execution	
Proposal Addressee - Name	Mr. Lawrence Delo
Proposal Addressee - Company	City of De Pere
INVOICE INFORMATION Please Print or Type Below if Invoice Addressee Different Than Proposal Addressee or Special Invoicing Instructions	
Invoice Addressee - Name	
Invoice Addressee - Company	
Invoice Addressee - Street Address	
Address	
Invoice Addressee - City, State, Zip Code	
Invoice Addressee - Email	
Invoice Addressee - Phone Number	
Purchase Order Number	
Client Project/Account Number	
Pay Application Required	

5.0 TERMS AND CONDITIONS

Attached to this proposal and an integral part of the proposal, are "Terms and Conditions of Service" by ECS. These terms and conditions represent the current recommendations of the Association of Soil and Foundation Engineers, the Consulting Engineers' Council, and the Geotechnical Division of the American Society of Civil Engineers.

ECS's insurance carrier requires to have a signed contract prior to the release of any information. This letter is the agreement for the services. Your acceptance of this proposal should be indicated by signing and returning the enclosed Proposal Acceptance form to ECS.

Terms and Conditions of Service

The professional services (the "Services") to be provided by ECS Midwest, LLC ["ECS"] pursuant to the Proposal shall be provided in accordance with these Terms and Conditions of Service ("Terms"), including any addenda as may be incorporated or referenced in writing shall form the Agreement between ECS and City of De Pere (Client).

1.0 INDEPENDENT CONSULTANT STATUS - ECS shall serve as an independent professional consultant to CLIENT for Service on the Project, identified above, and shall have control over, and responsibility for, the means and methods for providing the Services identified in the Proposal, including the retention of Subcontractors and Subconsultants.

2.0 SCOPE OF SERVICES - It is understood that the fees, reimbursable expenses and time schedule defined in the Proposal are based on information provided by CLIENT and/or CLIENT'S, agents, contractors and consultants ("Contractors"). CLIENT acknowledges that if this information is not current, is incomplete or inaccurate, if conditions are discovered that could not be reasonably foreseen, or if CLIENT orders additional services, the scope of services will change, even while the Services are in progress.

3.0 STANDARD OF CARE

3.1 In fulfilling its obligations and responsibilities enumerated in the Proposal, ECS shall be expected to comply with and its performance evaluated in light of the standard of care expected of professionals in the industry performing similar services on projects of like size and complexity at that time in the region (the "Standard of Care"). Nothing contained in the Proposal, the agreed-upon scope of Services, these Terms and Conditions of Service or any ECS report, opinion, plan or other document prepared by ECS shall constitute a warranty or guaranty of any nature whatsoever.

3.2 CLIENT understands and agrees that ECS will rely on the facts learned from data gathered during performance of Services as well as those facts provided by the CLIENT and/or CLIENT'S contractors and consultants. CLIENT acknowledges that such data collection is limited to specific areas that are sampled, bored, tested, observed and/or evaluated. Consequently, CLIENT waives any and all claims based upon erroneous facts provided by the CLIENT, facts subsequently learned or regarding conditions in areas not specifically sampled, bored, tested, observed or evaluated by ECS.

3.3 If a situation arises that causes ECS to believe compliance with CLIENT'S directives would be contrary to sound engineering practices, would violate applicable laws, regulations or codes, or will expose ECS to legal claims or charges, ECS shall so advise CLIENT. If ECS' professional judgment is rejected, ECS shall have the right to terminate its Services in accordance with the provisions of Section 25.0, below.

3.4 If CLIENT decides to disregard ECS' recommendations with respect to complying with applicable laws or regulations, ECS shall determine if applicable law requires ECS to notify the appropriate public officials. CLIENT agrees that such determinations are ECS' sole right to make.

4.0 CLIENT DISCLOSURES

4.1 Where the Services requires ECS to penetrate a surface, CLIENT shall furnish and/or shall direct CLIENT'S or CLIENT'S Contractors to furnish ECS information identifying the type and location of utility lines and other man-made objects known, suspected, or assumed to be located beneath or behind the Site's surface. ECS shall be entitled to rely on such information for completeness and accuracy without further investigation, analysis, or evaluation.

4.2 "Hazardous Materials" shall include but not be limited to any substance that poses or may pose a present or potential hazard to human health or the environment whether contained in a product, material, by-product, waste, or sample, and whether it exists in a solid, liquid, semi-solid or gaseous form. CLIENT shall notify ECS of any known, assumed, or suspected regulated, contaminated, or other similar Hazardous Materials that may exist at the Site prior to ECS mobilizing to the Site.

4.3 If any Hazardous Materials are discovered, or are reasonably suspected by ECS after its Services begin, ECS shall be entitled to amend the scope of Services and adjust its fees or fee schedule to reflect any additional work or personal protective equipment and/or safety precautions required by the existence of such Hazardous Materials.

5.0 INFORMATION PROVIDED BY OTHERS - CLIENT waives, releases and discharges ECS from and against any claim for damage, injury or loss allegedly arising out of or in connection with errors, omissions, or inaccuracies in documents and other information in any form provided to ECS by CLIENT or CLIENT's Contractors, including such information that becomes incorporated into ECS documents.

6.0 CONCEALED RISKS - CLIENT acknowledges that special risks are inherent in sampling, testing and/or evaluating concealed conditions that are hidden from view and/or neither readably apparent nor easily accessible, e.g., subsurface conditions, conditions behind a wall, beneath a floor, or above a ceiling. Such circumstances require that certain assumptions be made regarding existing conditions, which may not be verifiable without expending additional sums of money or destroying otherwise adequate or serviceable portions of a building or component thereof. Accordingly, ECS shall not be responsible for the verification of such conditions unless verification can be made by simple visual observation. CLIENT agrees to bear any and all costs, losses, damages and expenses (including, but not limited to, the cost of ECS' additional services) in any way arising from or in connection with the existence or discovery of such concealed or unknown conditions.

7.0 RIGHT OF ENTRY/DAMAGE RESULTING FROM SERVICES

7.1 CLIENT warrants that it possesses the authority to grant ECS right of entry to the site for the performance of Services. CLIENT hereby grants ECS and its agents, subcontractors and/or subconsultants ("Subconsultants"), the right to enter from time to time onto the property in order for ECS to perform its Services. CLIENT agrees to indemnify and hold ECS and its Subconsultants harmless from any claims arising from allegations that ECS trespassed or lacked authority to access the Site.

7.2 CLIENT warrants that it possesses all necessary permits, licenses and/or utility clearances for the Services to be provided by ECS except where ECS' Proposal explicitly states that ECS will obtain such permits, licenses, and/or utility clearances.

7.3 ECS will take reasonable precautions to limit damage to the Site and its improvements during the performance of its Services. CLIENT understands that the use of exploration, boring, sampling, or testing equipment may cause damage to the Site. The correction and restoration of such common damage is CLIENT'S responsibility unless specifically included in ECS' Proposal.

7.4 CLIENT agrees that it will not bring any claims for liability or for injury or loss against ECS arising from (i) procedures associated with the exploration, sampling or testing activities at the Site, (ii) discovery of Hazardous Materials or suspected Hazardous Materials, or (iii) ECS' findings, conclusions, opinions, recommendations, plans, and/or specifications related to discovery of contamination.

8.0 UNDERGROUND UTILITIES

8.1ECS shall exercise the Standard of Care in evaluating client-furnished information as well as information readily and customarily available from public utility locating services (the "Underground Utility Information") in its effort to identify underground utilities. The extent of such evaluations shall be at ECS' sole discretion.

8.2 CLIENT recognizes that the Underground Utility Information provided to or obtained by ECS may contain errors or be incomplete. CLIENT understands that ECS may be unable to identify the locations of all subsurface utility lines and man-made features.

8.3 CLIENT waives, releases, and discharges ECS from and against any claim for damage, injury or loss allegedly arising from or related to subterranean structures (pipes, tanks, cables, or other utilities, etc.) which are not called to ECS' attention in writing by CLIENT, not correctly shown on the Underground Utility Information and/or not properly marked or located by the utility owners, governmental or quasi-governmental locators, or private utility locating services as a result of ECS' or ECS' Subconsultant's request for utility marking services made in accordance with local industry standards.

9.0 SAMPLES

9.1 Soil, rock, water, building materials and/or other samples and sampling by-products obtained from the Site are and remain the property of CLIENT. Unless other arrangements are requested by CLIENT and mutually agreed upon by ECS in writing, ECS will retain samples not consumed in laboratory testing for up to sixty (60) calendar days after the first issuance of any document containing data obtained from such samples. Samples consumed by laboratory testing procedures will not be stored.

9.2 Unless CLIENT directs otherwise, and excluding those issues covered in Section 10.0, CLIENT authorizes ECS to dispose of CLIENT'S non-hazardous samples and sampling or testing by-products in accordance with applicable laws and regulations.

10.0 ENVIRONMENTAL RISKS

10.1 When Hazardous Materials are known, assumed, suspected to exist, or discovered at the Site, ECS will endeavor to protect its employees and address public health, safety, and environmental issues in accordance with the Standard of Care. CLIENT agrees to compensate ECS for such efforts.

10.2 When Hazardous Materials are known, assumed, or suspected to exist, or discovered at the Site, ECS and/or ECS' subcontractors will exercise the Standard of Care in containerizing and labeling such Hazardous Materials in accordance with applicable laws and regulations, and will leave the containers on Site. CLIENT is responsible for the retrieval, removal, transport and disposal of such contaminated samples, and sampling process byproducts in accordance with applicable law and regulation.

10.3 Unless explicitly stated in the Scope of Services, ECS will neither subcontract for nor arrange for the transport, disposal, or treatment of Hazardous Materials. At CLIENT'S written request, ECS may assist CLIENT in identifying appropriate alternatives for transport, off-site treatment, storage, or disposal of such substances, but CLIENT shall be solely responsible for the final selection of methods and firms to provide such services. CLIENT shall sign all manifests for the disposal of substances affected by contaminants and shall otherwise exercise prudence in arranging for lawful disposal.

10.4 In those instances where ECS is expressly retained by CLIENT to assist CLIENT in the disposal of Hazardous Materials, samples, or wastes as part of the Proposal, ECS shall do so only as CLIENT'S agent (notwithstanding any other provision of this Agreement to the contrary). ECS will not assume the role of, nor be considered a generator, storer, transporter, or disposer of Hazardous Materials.

10.5 Subsurface sampling may result in unavoidable cross-contamination of certain subsurface areas, as when a probe or excavation/boring device moves through a contaminated zone and links it to an aquifer, underground stream, pervious soil stratum, or other hydrous body not previously contaminated, or connects an uncontaminated zone with a contaminated zone. Because sampling is an essential element of the Services indicated herein, CLIENT agrees this risk cannot be eliminated. Provided such services were performed in accordance with the Standard of Care, CLIENT waives, releases and discharges ECS from and against any claim for damage, injury, or loss allegedly arising from or related to such cross-contamination.

10.6 CLIENT understands that a Phase I Environmental Site Assessment (ESA) is conducted solely to permit ECS to render a professional opinion about the likelihood of the site having a Recognized Environmental Condition on, in, beneath, or near the Site at the time the Services are conducted. No matter how thorough a Phase I ESA study may be, findings derived from its conduct are highly limited and ECS cannot know or state for an absolute fact that the Site is unaffected or adversely affected by one or more Recognized Environmental Conditions. CLIENT represents and warrants that it understands the limitations associated with Phase I ESAs.

11.0 OWNERSHIP OF DOCUMENTS

11.1 ECS shall be deemed the author and owner (or licensee) of all documents, technical reports, letters, photos, boring logs, field data, field notes, laboratory test data, calculations, designs, plans, specifications, reports, or similar documents and estimates of any kind furnished by it [the "Documents of Service"] and shall retain all common law, statutory and other reserved rights, including copyrights. CLIENT shall have a limited, non-exclusive license to use copies of the Documents of Service provided to it in connection with its Project for which the Documents of

Terms and Conditions of Service

Service are provided until the completion of the Project.

11.2 ECS' Services are performed and Documents of Service are provided for the CLIENT'S sole use. CLIENT understands and agrees that any use of the Documents of Service by anyone other than the CLIENT and its Contractors is not permitted. CLIENT further agrees to indemnify and hold ECS harmless for any errors, omissions or damage resulting from its contractors' use of ECS' Documents of Service.

11.3 Without ECS' prior written consent, CLIENT agrees to not use ECS' Documents of Service for the Project if the Project is subsequently modified in scope, structure or purpose. Any reuse without ECS' written consent shall be at CLIENT'S sole risk and without liability to ECS or its Subconsultants. CLIENT agrees to indemnify and hold ECS harmless for any errors, omissions or Damage resulting from its use of ECS' Documents of Service after any modification in scope, structure or purpose.

11.4 CLIENT agrees to not make any modification to the Documents of Service without the prior written authorization of ECS. To the fullest extent permitted by law, CLIENT agrees to indemnify, defend, and hold ECS harmless from any damage, loss, claim, liability or cost (including reasonable attorneys' fees and defense costs) arising out of or in connection with any unauthorized modification of the Documents of Service by CLIENT or any person or entity that acquires or obtains the Documents of Service from or through CLIENT. CLIENT represents and warrants that the Documents of Service shall be used only as submitted by ECS.

12.0 SAFETY

12.1 Unless expressly agreed to in writing in its Proposal, CLIENT agrees that ECS shall have no responsibility whatsoever for any aspect of site safety other than for its own employees. Nothing herein shall be construed to relieve CLIENT and/or its Contractors from their responsibility for site safety. CLIENT also represents and warrants that the General Contractor is solely responsible for Project site safety and that ECS personnel may rely on the safety measures provided by the General Contractor.

12.2 In the event ECS assumes in writing limited responsibility for specified safety issues, the acceptance of such responsibilities does not and shall not be deemed an acceptance of responsibility for any other non-specified safety issues, including, but not limited to those relating to excavating, fall protection, shoring, drilling, backfilling, blasting, or other construction activities.

13.0 CONSTRUCTION TESTING AND REMEDIATION SERVICES

13.1 CLIENT understands that construction testing and observation services are provided in an effort to reduce, but cannot eliminate, the risk of problems arising during or after construction or remediation. CLIENT agrees that the provision of such Services does not create a warranty or guarantee of any type.

13.2 Monitoring and/or testing services provided by ECS shall not in any way relieve the CLIENT'S contractor(s) from their responsibilities and obligations for the quality or completeness of construction as well as their obligation to comply with applicable laws, codes, and regulations.

13.3 ECS has no responsibility whatsoever for the means, methods, techniques, sequencing or procedures of construction selected, for safety precautions and programs incidental to work or services provided by any contractor or other consultant. ECS does not and shall not have or accept authority to supervise, direct, control, or stop the work of any contractor or consultant or any of their subcontractors or subconsultants.

13.4 ECS strongly recommends that CLIENT retain ECS to provide construction monitoring and testing services on a full time basis to lower the risk of defective or incomplete work being installed by CLIENT'S Contractors. If CLIENT elects to retain ECS on a part-time or on-call basis for any aspect of construction monitoring and/or testing, CLIENT accepts the risk that a lower level of construction quality may occur and that defective or incomplete work may result and not be detected by ECS' part time monitoring and testing in exchange for CLIENT'S receipt of an immediate cost savings. Unless the CLIENT can show that ECS' errors or omissions are contained in ECS' reports, CLIENT waives, releases and discharges ECS from and against any other claims for errors, omissions, damages, injuries, or loss alleged to arise from defective or incomplete work that was monitored or tested by ECS on a part-time or on-call basis. Except as set forth in the preceding sentence, CLIENT agrees to indemnify and hold ECS harmless from all Damages, costs, and attorneys' fees, for any claims alleging errors, omissions, damage, injury or loss allegedly resulting from work that was monitored or tested by ECS on a part-time or on-call basis.

14.0 CERTIFICATIONS - CLIENT may request, or governing jurisdictions may require, ECS to provide a "certification" regarding the Services provided by ECS. Any "certification" required of ECS by the CLIENT or jurisdiction(s) having authority over some or all aspects of the Project shall consist of ECS' inferences and professional opinions based on the limited sampling, observations, tests, and/or analyses performed by ECS at discrete locations and times. Such "certifications" shall constitute ECS' professional opinion of a condition's existence, but ECS does not guarantee that such condition exists, nor does it relieve other parties of the responsibilities or obligations such parties have with respect to the possible existence of such a condition. CLIENT agrees it cannot make the resolution of any dispute with ECS or payment of any amount due to ECS contingent upon ECS signing any such "certification."

15.0 BILLINGS AND PAYMENTS

15.1 Billings will be based on the unit rates, plus travel costs, and other reimbursable expenses as stated in the professional fees section of the Proposal. Any estimate of professional fees stated shall not be considered as a not-to-exceed or lump sum amount unless otherwise explicitly stated. CLIENT understands and agrees that even if ECS agrees to a lump sum or not-to-exceed amount, that amount shall be limited to number of hours, visits, trips, tests, borings, or samples stated in the Proposal.

15.2 CLIENT agrees that all professional fees and other unit rates may be adjusted annually to account for inflation based on the most recent 12-month average of the Consumer Price Index (CPI-U) for all items as established by www.bls.gov when the CPI-U exceeds an annual rate of 2.0%.

15.3 Should ECS identify a Changed Condition(s), ECS shall notify the CLIENT of the Changed Condition(s). ECS and CLIENT shall promptly and in good faith negotiate an amendment to the scope of Services, professional fees, and time schedule.

15.4 CLIENT recognizes that time is of the essence with respect to payment of ECS' invoices, and that timely payment is a material consideration for this Agreement. All payment shall be in U.S. funds drawn upon U.S. banks and in accordance with the rates and charges set forth in the professional Fees. Invoices are due and payable upon receipt.

15.5 If CLIENT disputes all or part of an invoice, CLIENT shall provide ECS with written notice stating in detail the facts of the dispute within fifteen (15) calendar days of the invoice date. CLIENT agrees to pay the undisputed amount of such invoice promptly.

15.6 ECS reserves the right to charge CLIENT an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by Law, whichever is lower) of the invoiced amount per month for any payment received by ECS more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute. All payments will be applied to accrued interest first and then to the unpaid principal amount. Payment of invoices shall not be subject to unilateral discounting or set-offs by CLIENT.

15.7 CLIENT agrees that its obligation to pay for the Services is not contingent upon CLIENT'S ability to obtain financing, zoning, approval of governmental or regulatory agencies, permits, final adjudication of a lawsuit, CLIENT'S successful completion of the Project, settlement of a real estate transaction, receipt of payment from CLIENT's client, or any other event unrelated to ECS provision of Services. Retainage shall not be withheld from any payment, nor shall any deduction be made from any invoice on account of penalty, liquidated damages, or other sums incurred by CLIENT. It is agreed that all costs and legal fees including actual attorney's fees, and expenses incurred by ECS in obtaining payment under this Agreement, in perfecting or obtaining a lien, recovery under a bond, collecting any delinquent amounts due, or executing judgments, shall be reimbursed by CLIENT.

15.8 Unless CLIENT has provided notice to ECS in accordance with Section 16.0 of these Terms, payment of any invoice by the CLIENT shall mean that the CLIENT is satisfied with ECS' Services and is not aware of any defects in those Services.

16.0 DEFECTS IN SERVICE

16.1 CLIENT and CLIENT's Contractors shall promptly inform ECS during active work on any project of any actual or suspected defects in the Services so to permit ECS to take such prompt, effective remedial measures that in ECS' opinion will reduce or eliminate the consequences of any such defective Services. The correction of defects attributable to ECS' failure to perform in accordance with the Standard of Care shall be provided at no cost to CLIENT. However, ECS shall not be responsible for the correction of any deficiency attributable to client-furnished information, the errors, omissions, defective materials, or improper installation of materials by CLIENT's personnel, consultants or contractors, or work not observed by ECS. CLIENT shall compensate ECS for the costs of correcting such defects.

16.2 Modifications to reports, documents and plans required as a result of jurisdictional reviews or CLIENT requests shall not be considered to be defects. CLIENT shall compensate ECS for the provision of such Services.

17.0 INSURANCE - ECS represents that it and its subcontractors and subconsultants maintain workers compensation insurance, and that ECS is covered by general liability, automobile and professional liability insurance policies in coverage amounts it deems reasonable and adequate. ECS shall furnish certificates of insurance upon request. The CLIENT is responsible for requesting specific inclusions or limits of coverage that are not present in ECS insurance package. The cost of such inclusions or coverage increases, if available, will be at the expense of the CLIENT.

18.0 LIMITATION OF LIABILITY

18.1 CLIENT AGREES TO ALLOCATE CERTAIN RISKS ASSOCIATED WITH THE PROJECT BY LIMITING ECS' TOTAL LIABILITY TO CLIENT ARISING FROM ECS' PROFESSIONAL LIABILITY, I.E. PROFESSIONAL ACTS, ERRORS, OR OMISSIONS AND FOR ANY AND ALL CAUSES INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF WARRANTY, INJURIES, DAMAGES, CLAIMS, LOSSES, EXPENSES, OR CLAIM EXPENSES (INCLUDING REASONABLE ATTORNEY'S FEES) RELATING TO PROFESSIONAL SERVICES PROVIDED UNDER THIS AGREEMENT TO THE FULLEST EXTENT PERMITTED BY LAW. THE ALLOCATION IS AS FOLLOWS.

18.1.1If the proposed fees are $10,000 or less, ECS' total aggregate liability to CLIENT shall not exceed $20,000, or the total fee received for the services rendered, whichever is greater.

18.1.2 If the proposed fees are in excess of $10,000, ECS' total aggregate liability to CLIENT shall not exceed $50,000, or the total fee for the services rendered, whichever is greater.

18.2 CLIENT agrees that ECS shall not be responsible for any injury, loss or damage of any nature, including bodily injury and property damage, arising directly or indirectly, in whole or in part, from acts or omissions by the CLIENT, its employees, agents, staff, consultants, contractors, or subcontractors to the extent such injury, damage, or loss is caused by acts or omissions of CLIENT, its employees, agents, staff, consultants, contractors, subcontractors or person/entities for whom CLIENT is legally liable.

18.3 CLIENT agrees that ECS' liability for all non-professional liability arising out of this Agreement or the services provided as a result of the Proposal be limited to $500,000.

19.0 INDEMNIFICATION

19.1 Subject to Section 18.0, ECS agrees to hold harmless and indemnify CLIENT from and against damages arising from ECS' negligent performance of its Services, but only to the extent that such damages are found to be caused by ECS' negligent acts, errors or omissions, (specifically excluding any damages caused by any third party or by the CLIENT.)

19.2 To the fullest extent permitted by law, CLIENT agrees to indemnify, and hold ECS harmless from and against any and all liability, claims, damages, demands, fines, penalties, costs and expenditures (including reasonable attorneys' fees and costs of litigation defense and/or settlement) ("Damages") caused in whole or in part by the acts, errors, or omissions of the CLIENT or CLIENT's employees,

Terms and Conditions of Service

agents, staff, contractors, subcontractors, consultants, and clients, provided such Damages are attributable to: (a) the bodily injury, personal injury, sickness, disease and/or death of any person; (b) the injury to or loss of value to tangible personal property; or (c) a breach of these Terms. The foregoing indemnification shall not apply to the extent such Damage is found to be caused by the sole negligence, errors, omissions or willful misconduct of ECS.

19.3 It is specifically understood and agreed that in no case shall ECS be required to pay an amount of Damages disproportional to ECS' culpability. **IF CLIENT IS A HOMEOWNER, HOMEOWNERS' ASSOCIATION, CONDOMINIUM OWNER, CONDOMINIUM OWNER'S ASSOCIATION, OR SIMILAR RESIDENTIAL OWNER, ECS RECOMMENDS THAT CLIENT RETAIN LEGAL COUNSEL BEFORE ENTERING INTO THIS AGREEMENT TO EXPLAIN CLIENT'S RIGHTS AND OBLIGATIONS HEREUNDER, AND THE LIMITATIONS, AND RESTRICTIONS IMPOSED BY THIS AGREEMENT. CLIENT AGREES THAT FAILURE OF CLIENT TO RETAIN SUCH COUNSEL SHALL BE A KNOWING WAIVER OF LEGAL COUNSEL AND SHALL NOT BE ALLOWED ON GROUNDS OF AVOIDING ANY PROVISION OF THIS AGREEMENT.**

19.4 **IF CLIENT IS A RESIDENTIAL BUILDER OR RESIDENTIAL DEVELOPER, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS ECS AGAINST ANY AND ALL CLAIMS OR DEMANDS DUE TO INJURY OR LOSS INITIATED BY ONE OR MORE HOMEOWNERS, UNIT-OWNERS, OR THEIR HOMEOWNER'S ASSOCIATION, COOPERATIVE BOARD, OR SIMILAR GOVERNING ENTITY AGAINST CLIENT WHICH RESULTS IN ECS BEING BROUGHT INTO THE DISPUTE.**

19.5 **IN NO EVENT SHALL THE DUTY TO INDEMNIFY AND HOLD ANOTHER PARTY HARMLESS UNDER THIS SECTION 19.0 INCLUDE THE DUTY TO DEFEND.**

20.0 CONSEQUENTIAL DAMAGES

20.1 CLIENT shall not be liable to ECS and ECS shall not be liable to CLIENT for any consequential damages incurred by either due to the fault of the other or their employees, consultants, agents, contractors or subcontractors, regardless of the nature of the fault or whether such liability arises in breach of contract or warranty, tort, statute, or any other cause of action. Consequential damages include, but are not limited to, loss of use and loss of profit.

20.2 ECS shall not be liable to CLIENT, or any entity engaged directly or indirectly by CLIENT, for any liquidated damages due to any fault, or failure to act, in part or in total by ECS, its employees, agents, or subcontractors.

21.0 SOURCES OF RECOVERY

21.1 All claims for damages related to the Services provided under this Agreement shall be made against the ECS entity contracting with the CLIENT for the Services, and no other person or entity. CLIENT agrees that it shall not name any affiliated entity including parent, peer, or subsidiary entity or any individual officer, director, or employee of ECS.

21.2 In the event of any dispute or claim between CLIENT and ECS arising out of in connection with the Project and/or the Services, CLIENT and ECS agree that they will look solely to each other for the satisfaction of any such dispute or claim. Moreover, notwithstanding anything to the contrary contained in any other provision herein, CLIENT and ECS' agree that their respective shareholders, principals, partners, members, agents, directors, officers, employees, and/or owners shall have no liability whatsoever arising out of or in connection with the Project and/or Services provided hereunder. In the event CLIENT brings a claim against an affiliated entity, parent entity, subsidiary entity, or individual officer, director or employee in contravention of this Section 21, CLIENT agrees to hold ECS harmless from and against all damages, costs, awards, or fees (including attorneys' fees) attributable to such act.

22.0 THIRD PARTY CLAIMS EXCLUSION - CLIENT and ECS agree that the Services are performed solely for the benefit of the CLIENT and are not intended by either CLIENT or ECS to benefit any other person or entity. To the extent that any other person or entity is benefited by the Services, such benefit is purely incidental and such other person or entity shall not be deemed a third party beneficiary to the Agreement. No third-party shall have the right to rely on ECS' opinions rendered in connection with ECS' Services without written consent from both CLIENT and ECS, which shall include, at a minimum, the third-party's agreement to be bound to the same Terms and Conditions contained herein and third-party's agreement that ECS' Scope of Services performed is adequate.

23.0 DISPUTE RESOLUTION

23.1 In the event any claims, disputes, and other matters in question arising out of or relating to these Terms or breach thereof (collectively referred to as "Disputes"), the parties shall promptly attempt to resolve all such Disputes through executive negotiation between senior representatives of both parties familiar with the Project. The parties shall arrange a mutually convenient time for the senior representative of each party to meet. Such meeting shall occur within fifteen calendar (15) days of either party's written request for executive negotiation or as otherwise mutually agreed. Should this meeting fail to result in a mutually agreeable plan for resolution of the Dispute, CLIENT and ECS agree that either party may bring litigation.

23.2 CLIENT shall make no claim (whether directly or in the form of a third-party claim) against ECS unless CLIENT shall have first provided ECS with a written certification executed by an independent engineer licensed in the jurisdiction in which the Project is located, reasonably specifying each and every act or omission which the certifier contends constitutes a violation of the Standard of Care. Such certificate shall be a precondition to the institution of any judicial proceeding and shall be provided to ECS thirty (30) days prior to the institution of such judicial proceedings.

23.3 Litigation shall be instituted in a court of competent jurisdiction in the county or district in which ECS' office contracting with the CLIENT is located. The parties agree that the law applicable to these Terms and the Services provided pursuant to the Proposal shall be the laws of the Commonwealth of Virginia, but excluding its choice of law rules. Unless otherwise mutually agreed to in writing by both parties, CLIENT waives the right to remove any litigation action to any other jurisdiction. Both parties agree to waive any demand for a trial by jury.

24.0 CURING A BREACH

24.1 A party that believes the other has materially breached these Terms shall issue a written cure notice identifying its alleged grounds for termination. Both parties shall promptly and in good faith attempt to identify a cure for the alleged breach or present facts showing the absence of such breach. If a cure can be agreed to or the matter otherwise resolved within thirty (30) calendar days from the date of the termination notice, the parties shall commit their understandings to writing and termination shall not occur.

24.2 Either party may waive any right provided by these Terms in curing an actual or alleged breach; however, such waiver shall not affect future application of such provision or any other provision.

25.0 TERMINATION

25.1 CLIENT or ECS may terminate this Agreement for breach, non-payment, or a failure to cooperate. In the event of termination, the effecting party shall so notify the other party in writing and termination shall become effective fourteen (14) calendar days after receipt of the termination notice.

25.2 Irrespective of which party shall effect termination, or the cause therefore, ECS shall promptly render to CLIENT a final invoice and CLIENT shall immediately compensate ECS for Services rendered and costs incurred including those Services associated with termination itself, including without limitation, demobilizing, modifying schedules, and reassigning personnel.

26.0 TIME BAR TO LEGAL ACTION - Unless prohibited by law, and notwithstanding any Statute that may provide additional protection, CLIENT and ECS agree that a lawsuit by either party alleging a breach of this Agreement, violation of the Standard of Care, non-payment of invoices, or arising out of the Services provided hereunder, must be initiated in a court of competent jurisdiction no more than two (2) years from the time the party knew, or should have known, of the facts and conditions giving rise to its claim, and shall under no circumstances shall such lawsuit be initiated more than three (3) years from the date of substantial completion of ECS' Services.

27.0 ASSIGNMENT - CLIENT and ECS respectively bind themselves, their successors, assigns, heirs, and legal representatives to the other party and the successors, assigns, heirs and legal representatives of such other party with respect to all covenants of these Terms. Neither CLIENT nor ECS shall assign these Terms, any rights thereunder, or any cause of action arising therefrom, in whole or in part, without the written consent of the other. Any purported assignment or transfer, except as permitted above, shall be deemed null, void and invalid, the purported assignee shall acquire no rights as a result of the purported assignment or transfer and the non-assigning party shall not recognize any such purported assignment or transfer.

28.0 SEVERABILITY - Any provision of these Terms later held to violate any law, statute, or regulation, shall be deemed void, and all remaining provisions shall continue in full force and effect. CLIENT and ECS shall endeavor to quickly replace a voided provision with a valid substitute that expresses the intent of the issues covered by the original provision.

29.0 SURVIVAL - All obligations arising prior to the termination of the agreement represented by these Terms and all provisions allocating responsibility or liability between the CLIENT and ECS shall survive the substantial completion of Services and the termination of the Agreement.

30.0 TITLES; ENTIRE AGREEMENT

30.1 The titles used herein are for general reference only and are not part of the Terms.

30.2 These Terms together with the Proposal, including all exhibits, appendixes, and other documents appended to it, constitute the entire agreement between CLIENT and ECS ("Agreement"). CLIENT acknowledges that all prior understandings and negotiations are superseded by this Agreement.

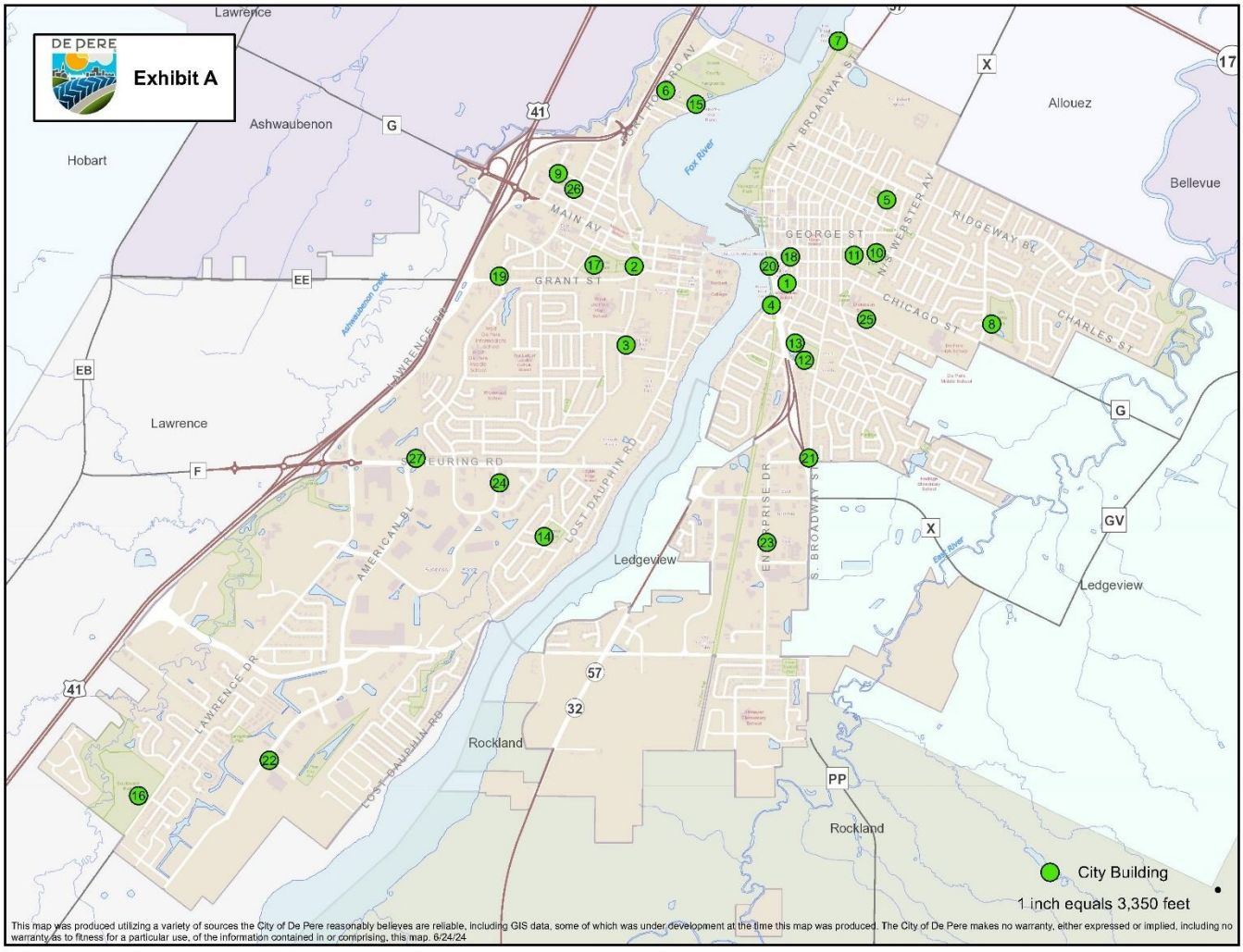
30.3 CLIENT and ECS agree that subsequent modifications to the Agreement shall not be binding unless made in writing and signed by authorized representatives of both parties.

30.4 All preprinted terms and conditions on CLIENT'S purchase order, Work Authorization, or other service acknowledgement forms, are inapplicable and superseded by these Terms and Conditions of Service.

30.5 CLIENT's execution of a Work Authorization, the submission of a start work authorization (oral or written) or issuance of a purchase order constitutes CLIENT's acceptance of this Proposal and these Terms and their agreement to be fully bound to them. If CLIENT fails to provide ECS with a signed copy of these Terms or the attached Work Authorization, CLIENT agrees that by authorizing and accepting the services of ECS, it will be fully bound by these Terms as if they had been signed by CLIENT.

Ver. 06/14/13

Appendix I: Exhibit A


DE PERE
Exhibit A
Lawrence
Ashwaubenon
Hobart
Allouez
Bellevue
Lawrence
Ledgeview
Rockland
Rockland
Ledgeview
MAIN AV
GRANT ST
GEORGE ST
CHICAGO ST
RIDGEWAY BL
CHARLES ST
N. BROADWAY ST
S. BROADWAY ST
LAWRENCE DR
LOST DAUPHIN RD
AMERICAN BL
ENTERPRISE DR
Fox River
Ashwaubenon Creek
41
G
EE
EB
F
X
GV
PP
57
32
City Building
1 inch equals 3,350 feet
This map was produced utilizing a variety of sources the City of De Pere reasonably believes are reliable, including GIS data, some of which was under development at the time this map was produced. The City of De Pere makes no warranty, either expressed or implied, including no warranty as to fitness for a particular use, of the information contained in or comprising, this map. 6/24/24

	City Building	Address	Size/Sq Footage	Year Built or Established	Occupied As
Main City Buildings					
1	City Hall	335 S. Broadway St	24,000 sq ft* Three levels	1969 – Original 2000 – Addition	Administrative offices for City
2	Community Center	600 Grant St	18,000 sq feet	1999	Public building used for recreational programs and services
3	Municipal Service Center	925 S. Sixth St	87,040 sq ft – Main 10,800 sq ft – Detached storage building 5,500 sq ft – Salt shed	1981 – Original 1999 - Addition	Operations center for Public Works, Engineering, Water, and Parks
Parks					
4	Bomier Boat Launch Restroom	700 Fox River Dr	600 sq ft	1998*	Public Restroom
5	Braisher Park Shelter	630 N. Winnebago St	700 sq ft	1976 – Original 2014 - Remodel	Public shelter and restroom
6	De Pere Ice Arena	1450 Fort Howard Ave	29,000 sq ft*	1974	Ice Arena
7	Fox Point Boat Launch Restroom	1075 N. Broadway S	550 sq ft	1992*	Public Restroom
8	Jim Martin Restroom	255 Libal St	700 sq ft	2005*	Public Restroom
9	Kelly Danen Concession/Restroom	931 Cedar St	1,100 sq ft	1983*	Concession stand and public restroom
10	Legion Parkee Building	1212 Charles St	450 sq ft	2011	Parkee Building
11	Legion Pool Building	1212 Charles St	4,200 sq ft	1972	Public Pool
12	Optimist Concession Building	801 Cook St	2,400 sq ft	2003*	Concession building
13	Optimist Restroom	801 Cook St	580 sq ft	1999	Public Restroom
14	Patriot Park Shelter/Restrooms	1101 Colleen Ln	900 sq ft	1983*	Public shelter and public restroom
15	Perkofski Boat Launch Restroom	1500 Fort Howard Ave	700 sq ft	2004*	Public Restroom
16	Southwest Park Shelter/Restrooms	2472 Lawrence Dr	2,100 sq ft	2008	Concession stand and public restroom
17	VFW Octagon Building	730 Grant St	1,400 sq ft	1997*	Public shelter and restroom
Public Safety					
18	Fire Station #1	400 Lewis St	6,588 sq ft – Main 5,400 sq ft – Lower 3,250 sq ft – Garage	1964 – Original	Operations of City Fire Station
19	Fire Station #2	1180 Grant St	2,458 sq ft – Main 2,458 sq ft – Lower 2,100 sq ft – Garage	1972 – Original 2016 – Remodel	Operations of City Fire Station
20	Police Station	325 S. Broadway St	20,000 sq ft* Two levels	2001 - Remodel	Administrative offices for Police Dept.
Public Works					
21	CBCWA Station: DP2 Erie	1250 S. Erie St	455 sq ft	2007	Water Authority station
22	CBCWA Station: DP5 American	1451 Biotech Wy	688 sq ft	2007	Water Authority station
23	Enterprise Pump Station	1851 Enterprise Dr	891 sq ft	1969	Well/Reservoir
24	Matthew Tower	1725 E Matthew Dr	*Unknown*	1986	Water tower
25	Merrill Pump Station	1501 Merrill St	992 sq ft	1960	Well/Reservoir/Tower
26	Ninth St Pump Station	315 N Ninth St	*Unknown*	1960	Well/Reservoir/Tower
27	Scheuring Pump Station	1340 Scheuring	960 sq ft	1978	Well/Reservoir

Appendix II: Certificate of General Liability

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/8/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Randi L. Swisher	
The Andersen Insurance Group 14026 Thunderbolt Place Suite 200 Chantilly, VA 20151	PHONE (A/C, No, Ext): (703) 988-0900	FAX (A/C, No): (703) 988-9498
	E-MAIL ADDRESS: info@theandersengrp.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
ECS Midwest, LLC 14026 Thunderbolt Place Suite 700 Chantilly, VA 20151	INSURER A : Cincinnati Insurance Company	10677
	INSURER B : Bankers Standard Insurance Company	18279
	INSURER C : Federal Insurance Company	20281
	INSURER D : ACE American Insurance Company	22667
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR X Contractual Liab X X C U Coverage GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:	X	X	ENP 0219995	12/1/2023	12/1/2024	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 500,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	X	X	EBA 0463053	12/1/2023	12/1/2024	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0	X	X	ENP 0219995	12/1/2023	12/1/2024	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	71764165	12/1/2023	12/1/2024	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C	Excess Umbrella	X	X	56719429	12/1/2023	12/1/2024	Occurrence/Aggregate	2,000,000
D	Pollution Liability			CPMG28192289	12/1/2023	12/1/2024	Occurrence/Aggregate	15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Proof of Insurance

CERTIFICATE HOLDER

SAMPLE CERTIFICATE

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Frank Andersen

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THE CINCINNATI INSURANCE COMPANIES

The Cincinnati Insurance Company
A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141
Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496
www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

Billing Method: **AGENCY BILL**

POLICY NUMBER **ENP 021 99 95**

NAMED INSURED **ECS MIDWEST LLC, ECS IILINOIS LLC, 1125 VALLET BELT LLC**
14026 THUNDERBOLT PL
ADDRESS **CHANTILLY, VA 20151-3295**
(Number & Street, Town, County, State & Zip Code)

Previous Policy Number:
ENP0219995

Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

All coverages except Automobile and / or Garage
Policy number: **ENP 021 99 95** FROM: **12-01-2023** TO: **12-01-2024**

Automobile and / or Garage
Policy number: FROM: TO:

Agency **ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC 45-108**
City **CHANTILLY, VA**

Legal Entity / Business Description

LIMITED LIABILITY COMPANY

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

IL0017	11/98	COMMON POLICY CONDITIONS
IA102A	09/08	SUMMARY OF PREMIUMS CHARGED
IA904	04/04	SCHEDULE OF LOCATIONS
IA4236	06/20	POLICYHOLDER NOTICE TERRORISM INSURANCE COVERAGE
IA4433IL	03/17	IMPORTANT POLICYHOLDERS NOTICE - ILLINOIS
IA4521	03/20	NOTICE OF PRIVACY PRACTICES
IP409IL	01/91	IMPORTANT INFORMATION TO POLICYHOLDERS ILLINOIS
IP446	08/01	NOTICE TO POLICYHOLDERS
IA325	01/23	WAR EXCLUSION
IA4006	07/10	SPECIAL PER OCCURRENCE DEDUCTIBLE ENDORSEMENT
IA4156IL	01/18	ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL
IA4210IL	01/18	ILLINOIS CHANGES - CANCELLATION AND NONRENEWAL
IA4238	01/15	CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM
IA4338	05/11	SIGNATURE ENDORSEMENT
IA4382IL	07/17	ILLINOIS CHANGES
IA4387IA	09/11	IOWA CHANGES - ACTUAL CASH VALUE
IA4395IL	04/17	ILLINOIS CHANGES - CIVIL UNION
IA449WI	01/89	WISCONSIN AMENDATORY ENDORSEMENT
IA460	01/16	PROTECTIVE SAFEGUARDS
IL0021	09/08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IP427WI	04/23	KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS

IA4087	09/17	CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY
FM502	07/08	COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS
GA532	07/08	COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS
GA536OH	03/10	OHIO EMPLOYERS LIABILITY DEFENSE EXPENSES COVERAGE PART DECLARATIONS
MA573	06/07	ELECTRONIC DATA PROCESSING EQUIPMENT COVERAGE FORM DECLARATIONS
MA554	05/10	GENERAL FLOATER COVERAGE PART DECLARATIONS
MA580	06/07	MOBILE PROPERTY BUSINESS INCOME COVERAGE FORM DECLARATIONS
USC513	05/10	COMMERCIAL UMBRELLA LIABILITY COVERAGE PART DECLARATIONS
HC502	01/18	CINCINNATI DATA DEFENDER™ COVERAGE PART DECLARATIONS
HC503	01/18	CINCINNATI NETWORK DEFENDER™ COVERAGE PART DECLARATIONS

Countersigned _____ By _____
(Date) (Authorized Representative)

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: **ENP 021 99 95**

Named Insured is the same as it appears in the Common Policy Declarations

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT	$ 1,000,000	
GENERAL AGGREGATE LIMIT	$ 2,000,000	
PRODUCTS-COMPLETED OPERATIONS AGGREGATE LIMIT	$ 2,000,000	
PERSONAL & ADVERTISING INJURY LIMIT	$ 1,000,000	ANY ONE PERSON OR ORGANIZATION
DAMAGE TO PREMISES RENTED TO YOU LIMIT $100,000 limit unless otherwise indicated herein:	$ SEE GA233	ANY ONE PREMISES
MEDICAL EXPENSE LIMIT $5,000 limit unless otherwise indicated herein:	$ SEE GA233	ANY ONE PERSON

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE		ADVANCE PREMIUM	
		A - Area B - Payroll C - Gross Sales D - Units E - Other	Products / Completed Operations	All Other	Products / Completed Operations	All Other
CONTRACTORS - SUBCONTRACTED WORK (IL)	91581	E TOTAL COST				
CONTRACTORS - SUBCONTRACTED WORK (OH)	91581	E TOTAL COST				
CONTRACTORS - SUBCONTRACTED WORK (WI)	91581	E TOTAL COST				
DRILLING (WI)	92101	B				
ENGINEERS OR ARCHITECTS (IL) INCL PROD AND/OR COMP OP	92663	B				
ENGINEERS OR ARCHITECTS (OH) INCL PROD AND/OR COMP OP	92663	B				
ENGINEERS OR ARCHITECTS (WI) INCL PROD AND/OR COMP OP	92663	B				
SEXUAL MISCONDUCT LIABILITY	20231					
ELECTRONIC DATA LIABILITY	27002					

CLASSIFICATION	CODE NO.	PREMIUM BASE A - Area B - Payroll C - Gross Sales D - Units E - Other	RATE Products / Completed Operations	RATE All Other	ADVANCE PREMIUM Products / Completed Operations	ADVANCE PREMIUM All Other
AUTOMATIC ADD. INSURED - CONTRACTORS OPERATIONS	29917			[redacted]		[redacted]
CONTRACTORS BROADENED COVERAGE	29975			[redacted]		[redacted]
ADDITIONAL INSUREDS - OWNER, LESSEE, CONTRACTOR	29915					[redacted]
ADDITIONAL INSUREDS - OWNER, LESSEE, CONTRACTOR	29916					[redacted]
ADDITIONAL INSUREDS - OWNER, LESSEE, CONTRACTOR	29919					[redacted]
ADDITIONAL INSUREDS - OWNER, LESSEE, CONTRACTOR	29920					[redacted]

The General Liability Coverage Part is subject to an annual minimum premium.

TOTAL ANNUAL PREMIUM $ [redacted]

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

CG0001	04/13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG0300	01/96	DEDUCTIBLE LIABILITY INSURANCE
IA450C	11/87	LIMITED EXCLUSION - ENGINEERS, ARCHITECTS OR SURVEYORS PROFESSIONAL LIABILITY EXCLUSION
CG0300	01/96	DEDUCTIBLE LIABILITY INSURANCE
CG0437	05/14	ELECTRONIC DATA LIABILITY
CG2010	12/19	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION
CG2037	12/19	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS
CG2147	12/07	EMPLOYMENT - RELATED PRACTICES EXCLUSION
CG2414	04/13	WAIVER OF GOVERNMENTAL IMMUNITY
CG2503	05/09	DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT
CG2504	05/09	DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT
GA216OH	09/20	OHIO LIABILITY COVERAGE ENHANCEMENT
GA233	09/20	CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT
GA3012IL	09/20	ILLINOIS COMMUNICABLE DISEASE EXCLUSION
GA3064	09/20	EXCLUSION - ASBESTOS
GA3074	09/22	EXCLUSION - CYBER LIABILITY
GA369	09/17	EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS ("EIFS") AND DIRECT-APPLIED EXTERIOR FINISH SYSTEMS ("DEFS") - BROAD FORM WITH SPECIFIED EXCEPTIONS
GA382	03/02	FUNGI OR BACTERIA EXCLUSION
GA4398IL	06/12	ILLINOIS NOTICE TO POLICYHOLDERS OF AN ABUSE, MISCONDUCT OR MOLESTATION ENDORSEMENT
GA4518	05/20	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - CG 20 10 07 04 - SCHEDULED PERSON OR ORGANIZATION
GA4519	05/20	ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - CG 20 37 07 04 - COMPLETED OPERATIONS
GA4523IL	05/20	BROAD FORM CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION - ILLINOIS
GA4531	09/20	AMENDMENT - POLLUTANT DEFINITION
GA4533IL	12/22	COMMERCIAL GENERAL LIABILITY AMENDATORY ENDORSEMENT - ILLINOIS

FORMS AND / OR ENDORSEMENTS APPLICABLE TO COMMERCIAL GENERAL LIABILITY COVERAGE PART:

GA4566	06/22	AMENDMENT - RECORDING AND DISTRIBUTION OF MATERIAL OR INFORMATION IN VIOLATION OF LAW EXCLUSION
GA214IL	08/02	SEXUAL MISCONDUCT OR SEXUAL MOLESTATION LIABILITY

POLICY NUMBER: **ENP 021 99 95**

COMMERCIAL GENERAL LIABILITY
CG 20 10 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED TO NAME UNDER THIS ENDORSEMENT IN A WRITTEN CONTRACT OR AGREEMENT	**ANY LOCATION AT WHICH WORK OR OPERATIONS ARE PERFORMED BY YOU OR ON YOUR BEHALF**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

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C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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POLICY NUMBER: **ENP 021 99 95**

COMMERCIAL GENERAL LIABILITY
CG 20 37 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE REQUIRED TO NAME UNDER THIS ENDORSEMENT IN A WRITTEN CONTRACT OR AGREEMENT	**ANY LOCATION AT WHICH WORK OR OPERATIONS WERE PERFORMED BY YOU OR ON YOUR BEHALF**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS' COMMERCIAL GENERAL LIABILITY BROADENED ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Endorsement - Table of Contents:

Coverage:	Begins on Page:
1. Employee Benefit Liability Coverage	2
2. Unintentional Failure To Disclose Hazards	8
3. Damage To Premises Rented To You	8
4. Supplementary Payments	10
5. Medical Payments	10
6. 180 Day Coverage For Newly Formed Or Acquired Organizations	10
7. Waiver Of Subrogation	10
8. Automatic Additional Insured - Specified Relationships:	10
(a) Managers Or Lessors Of Premises	
(b) Lessor Of Leased Equipment	
(c) Vendors	
(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises	
(e) Mortgagee, Assignee Or Receiver	
9. Property Damage To Borrowed Equipment	13
10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services	14
11. Broadened Notice Of Occurrence	14
12. Nonowned Aircraft	14
13. Bodily Injury Redefined	15
14. Expected Or Intended Injury Redefined	15
15. Former Employees As Insureds	15
16. Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage	15
17. Broadened Contractual Liability - Work Within 50' Of Railroad Property	17
18. Alienated Premises	17

B. Limits Of Insurance:

The Commercial General Liability Limits of Insurance apply to the insurance provided by this endorsement, except as provided below:

1. Employee Benefit Liability Coverage

Each Employee Limit: $1,000,000
Aggregate Limit: $3,000,000
Deductible Amount: $ 1,000

3. Damage To Premises Rented To You

The lesser of:
a. The Each Occurrence Limit shown in the Declarations; or
b. $500,000 unless otherwise stated $ _____

4. Supplementary Payments

a. Bail Bonds: $2,500
b. Loss Of Earnings: $ 500

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5. Medical Payments

Medical Expense Limit: $10,000

9. Property Damage To Borrowed Equipment

Each Occurrence Limit: $10,000
Deductible Amount: $ 250

16. Voluntary Property Damage Coverage (Coverage D) and Care, Custody Or Control Liability Coverage

Limits Of Insurance
Voluntary Property Damage Coverage:
$1,000 Each Occurrence
$5,000 Aggregate
Care, Custody Or Control Liability Coverage:
$5,000 Each Occurrence unless otherwise stated $ _____

Deductible Amount (Each Occurrence)
Voluntary Property Damage Coverage: $250
Care, Custody Or Control Liability Coverage: $250 unless otherwise stated $ _____

COVERAGE	PREMIUM BASIS **(a)** Area **(b)** Payroll **(c)** Gross Sales **(d)** Units **(e)** Other	RATE (For Limits in Excess of $5,000)	ADVANCE PREMIUM (For Limits in Excess of $5,000)
Care, Custody Or Control Liability			**$**
		TOTAL ANNUAL PREMIUM	**$**

C. Coverages

1. Employee Benefit Liability Coverage

a. The following is added to **Section I - Coverages**:

EMPLOYEE BENEFIT LIABILITY COVERAGE

(1) Insuring Agreement

(a) We will pay those sums that the insured becomes legally obligated to pay as damages caused by any act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of an act, error or omission and settle any claim or "suit" that may result. But:

1) The amount we will pay for damages is limited as described in **C.** Coverages, **1.** Employee Benefit Liability Coverage, **c.** Limits Of Insurance of this endorsement; and

2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

(b) This insurance applies to damages only if the act, error or omission is negligently committed in the "administration" of your "employee benefit program"; and

1) Occurs during the policy period; or

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2) Occurred prior to the "first effective date" of this endorsement provided:

a) You did not have knowledge of a claim or "suit" on or before the "first effective date" of this endorsement.

You will be deemed to have knowledge of a claim or "suit" when any insured listed under **C.** Coverages, **1.** Employee Benefit Liability Coverage, **b.** Who Is An Insured, **(1)** of this endorsement or any "employee" authorized by you to give or receive notice of a claim or "suit":

i) Reports all, or any part, of the act, error or omission to us or any other insurer;

ii) Receives a written or verbal demand or claim for damages because of the act, error or omission; and

b) There is no other applicable insurance.

(2) Exclusions

This insurance does not apply to:

(a) Bodily Injury, Property Damage Or Personal And Advertising Injury

"Bodily injury", "property damage" or "personal and advertising injury".

(b) Dishonest, Fraudulent, Criminal Or Malicious Act

Damages arising out of any intentional, dishonest, fraudulent, criminal or malicious act, error or omission, committed by any insured, including the willful or reckless violation of any statute.

(c) Failure To Perform A Contract

Damages arising out of failure of performance of contract by any insurer.

(d) Insufficiency Of Funds

Damages arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program".

(e) Inadequacy Of Performance Of Investment/Advice Given With Respect To Participation

Any claim based upon:

1) Failure of any investment to perform;

2) Errors in providing information on past performance of investment vehicles; or

3) Advice given to any person with respect to that person's decision to participate or not to participate in any plan included in the "employee benefit program".

(f) Workers' Compensation And Similar Laws

Any claim arising out of your failure to comply with the mandatory provisions of any workers' compensation, unemployment compensation insurance, social security or disability benefits law or any similar law.

(g) ERISA

Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974, as now or hereafter amended, or by any similar federal, state or local laws.

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(h) Available Benefits

Any claim for benefits to the extent that such benefits are available, with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance.

(i) Taxes, Fines Or Penalties

Taxes, fines or penalties, including those imposed under the Internal Revenue Code or any similar state or local law.

(j) Employment-Related Practices

Any liability arising out of any:

1) Refusal to employ;

2) Termination of employment;

3) Coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or other employment-related practices, acts or omissions; or

4) Consequential liability as a result of **1)**, **2)** or **3)** above.

This exclusion applies whether the insured may be held liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

(3) Supplementary Payments

Section **I** - Supplementary Payments - Coverages **A** and **B** also apply to this Coverage, however **1.b.** and **2.** of the Supplementary Payments provision do not apply.

b. Who Is An Insured

As respects Employee Benefit Liability Coverage, **Section II - Who Is An Insured** is replaced by the following:

(1) If you are designated in the Declarations as:

(a) An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.

(b) A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds but only with respect to the conduct of your business.

(c) A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.

(d) An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

(e) A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

(2) Each of the following is also an insured:

(a) Each of your "employees" who is or was authorized to administer your "employee benefit program";

(b) Any persons, organizations or "employees" having proper temporary authorization to administer your "employee benefit program" if you die, but only until your legal representative is appointed; or

(c) Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.

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(3) Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if no other similar insurance applies to that organization. However, coverage under this provision:

(a) Is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and

(b) Does not apply to any act, error or omission that was committed before you acquired or formed the organization.

c. Limits Of Insurance

As respects Employee Benefit Liability Coverage, **Section III - Limits Of Insurance** is replaced by the following:

(1) The Limits of Insurance shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement and the rules below fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought;

(c) Persons or organizations making claims or bringing "suits";

(d) Acts, errors or omissions; or

(e) Benefits included in your "employee benefit program".

(2) The Aggregate Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages because of acts, errors or omissions negligently committed in the "administration" of your "employee benefit program".

(3) Subject to the limit described in **(2)** above, the Each Employee Limit shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:

(a) An act, error or omission; or

(b) A series of related acts, errors or omissions, regardless of the amount of time that lapses between such acts, errors or omissions;

negligently committed in the "administration" of your "employee benefit program".

However, the amount paid under this endorsement shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee benefit program."

(4) Deductible Amount

(a) Our obligation to pay damages on behalf of the insured applies only to the amount of damages in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement as applicable to Each Employee. The limits of insurance shall not be reduced by the amount of this deductible.

(b) The Deductible Amount shown in Section **B.** Limits Of Insurance, **1.** Employee Benefit Liability Coverage of this endorsement applies to all damages sustained by any one "employee", including such "employee's" dependents and beneficiaries, because of all acts, errors or omissions to which this insurance applies.

(c) The terms of this insurance, including those with respect to:

1) Our right and duty to defend the insured against any "suits" seeking those damages; and

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2) Your duties, and the duties of any other involved insured, in the event of an act, error or omission, or claim;

apply irrespective of the application of the Deductible Amount.

(d) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as we have paid.

d. Additional Conditions

As respects Employee Benefit Liability Coverage, **Section IV - Commercial General Liability Conditions** is amended as follows:

(1) Item **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit is replaced by the following:

2. Duties In The Event Of An Act, Error, Omission, Claim Or Suit

a. You must see to it that we are notified as soon as practicable of an act, error or omission which may result in a claim. To the extent possible, notice should include:

(1) What the act, error or omission was and when it occurred; and

(2) The names and addresses of anyone who may suffer damages as a result of the act, error or omission.

b. If a claim is made or "suit" is brought against any insured, you must:

(1) Immediately record the specifics of the claim or "suit" and the date received; and

(2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

c. You and any other involved insured must:

(1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";

(2) Authorize us to obtain records and other information;

(3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and

(4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of an act, error or omission to which this insurance may also apply.

d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

(2) Item **4.** Other Insurance is replaced by the following:

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Employee Benefit Liability Coverage, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when **c.** below applies. If this insurance

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is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

c. No Coverage

This insurance shall not cover any loss for which the insured is entitled to recovery under any other insurance in force previous to the effective date of this Employee Benefit Liability Coverage.

e. Additional Definitions

As respects Employee Benefit Liability Coverage, **Section V - Definitions** is amended as follows:

(1) The following definitions are added:

1. "Administration" means:

a. Providing information to "employees", including their dependents and beneficiaries, with respect to eligibility for or scope of "employee benefit programs";

b. Interpreting the "employee benefit programs";

c. Handling records in connection with the "employee benefit programs"; or

d. Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program".

However, "administration" does not include:

a. Handling payroll deductions; or

b. The failure to effect or maintain any insurance or adequate limits of coverage of insurance, including but not limited to unemployment insurance, social security benefits, workers' compensation and disability benefits.

2. "Cafeteria plans" means plans authorized by applicable law to allow "employees" to elect to pay for certain benefits with pre-tax dollars.

3. "Employee benefit programs" means a program providing some or all of the following benefits to "employees", whether provided through a "cafeteria plan" or otherwise:

a. Group life insurance; group accident or health insurance; dental, vision and hearing plans; and flexible spending accounts; provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to those "employees" who satisfy the plan's eligibility requirements;

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b. Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefits and such benefits are made generally available to all "employees" who are eligible under the plan for such benefits;

c. Unemployment insurance, social security benefits, workers' compensation and disability benefits; and

d. Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family, and civil leave; tuition assistance plans; transportation and health club subsidies.

4. "First effective date" means the date upon which coverage was first effected in a series of uninterrupted renewals of insurance coverage.

(2) The following definitions are deleted in their entirety and replaced by the following:

5. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled, or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".

18. "Suit" means a civil proceeding in which money damages because of an act, error or omission to which this insurance applies are alleged. "Suit" includes:

a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent;

b. Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent; or

c. An appeal of a civil proceeding.

2. Unintentional Failure To Disclose Hazards

Section IV - Commercial General Liability Conditions, 6. Representations is amended by the addition of the following:

Based on our dependence upon your representations as to existing hazards, if unintentionally you should fail to disclose all such hazards at the inception date of your policy, we will not reject coverage under this Coverage Part based solely on such failure.

3. Damage To Premises Rented To You

a. The last paragraph of **2. Exclusions** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, explosion, lightning, smoke or soot to premises while rented to you or temporarily occupied by you with permission of the owner, for which the amount we will pay is limited to the Damage To Premises Rented To You Limit as described in Section **III** - Limits Of Insurance.

b. The insurance provided under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability applies to "property damage" arising out of water damage to premises that are both rented to and occupied by you.

As respects Water Damage Legal Liability, as provided in Paragraph **3.b.** above:

The exclusions under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, other than **i.** War and the Nuclear Energy Liability Exclusion (Broad Form), are deleted and the following are added:

This insurance does not apply to:

(a) "Property damage":

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(i) Assumed in any contract or agreement; or

(ii) Caused by or resulting from any of the following:

1) Wear and tear;

2) Rust or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;

3) Smog;

4) Mechanical breakdown, including rupture or bursting caused by centrifugal force;

5) Settling, cracking, shrinking or expansion;

6) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals; or

7) Presence, growth, proliferation, spread or any activity of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.

(b) "Property damage" caused directly or indirectly by any of the following:

(i) Earthquake, volcanic eruption, landslide or any other earth movement;

(ii) Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

(iii) Water under the ground surface pressing on, or flowing or seeping through:

1) Foundations, walls, floors or paved surfaces;

2) Basements, whether paved or not; or

3) Doors, windows or other openings.

(c) "Property damage" caused by or resulting from water that leaks or flows from plumbing, heating, air conditioning, fire protection systems, or other equipment, caused by or resulting from freezing, unless:

(i) You did your best to maintain heat in the building or structure; or

(ii) You drained the equipment and shut off the water supply if the heat was not maintained.

(d) "Property damage" to:

(i) Plumbing, heating, air conditioning, fire protection systems, or other equipment or appliances; or

(ii) The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet or ice, whether driven by wind or not.

c. Limit Of Insurance

With respect to the insurance afforded in Paragraphs **3.a.** and **3.b.** above, the Damage To Premises Rented To You Limit as shown in the Declarations is amended as follows:

(1) Paragraph **6.** of Section **III** - Limits Of Insurance is replaced by the following:

6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** - Bodily Injury And Property Damage Liability for damages because of "property damage" to any one premises:

a. While rented to you, or temporarily occupied by you with permission of the owner;

b. In the case of damage by fire, explosion, lightning, smoke or soot, while rented to you; or

c. In the case of damage by water, while rented to and occupied by you.

(2) The most we will pay is limited as described in Section **B.** Limits Of

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Insurance, **3.** Damage To Premises Rented To You of this endorsement.

4. Supplementary Payments

Under **Section I - Supplementary Payments - Coverages A and B**:

a. Paragraph **1.b.** is replaced by the following:

Up to the limit shown in Section **B.** Limits Of Insurance, **4.a.** Bail Bonds of this endorsement for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

b. Paragraph **1.d.** is replaced by the following:

All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to the limit shown in Section **B.** Limits Of Insurance, **4.b.** Loss Of Earnings of this endorsement per day because of time off from work.

5. Medical Payments

The Medical Expense Limit of Any One Person as shown in the Declarations is amended to the limit shown in Section **B.** Limits Of Insurance, **5.** Medical Payments of this endorsement.

6. 180 Day Coverage For Newly Formed Or Acquired Organizations

Section II - Who Is An Insured is amended as follows:

Subparagraph **a.** of Paragraph **3.** is replaced by the following:

a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

7. Waiver Of Subrogation

Section IV - Commercial General Liability Conditions, 8. Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such additional insured prior to loss.

8. Automatic Additional Insured - Specified Relationships

a. The following is added to **Section II - Who Is An Insured**:

(1) Any person(s) or organization(s) described in Paragraph **8.a.(2)** of this endorsement (hereinafter referred to as additional insured) whom you are required to add as an additional insured under this Coverage Part by reason of a written contract, written agreement, written permit or written authorization.

(2) Only the following persons or organizations are additional insureds under this endorsement, and insurance coverage provided to such additional insureds is limited as provided herein:

(a) Managers Or Lessors Of Premises

The manager or lessor of a premises leased to you you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by you or those acting on your behalf in connection with the ownership, maintenance or use of that part of the premises leased to you, subject to the following additional exclusions:

This insurance does not apply to:

(i) Any "occurrence" which takes place after you cease to be a tenant in that premises;

(ii) Structural alterations, new construction or demolition operations performed by or on be-

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half of such additional insured.

(b) Lessor Of Leased Equipment

Any person(s) or organization(s) from whom you lease equipment you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance. Such person(s) or organization(s) are insureds only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s). A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends. However, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

(c) Vendors

Any person or organization (referred to below as vendor) you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to liability for "bodily injury" or "property damage" arising out of "your products" which are distributed or sold in the regular course of the vendor's business, subject to the following additional exclusions:

(i) The insurance afforded the vendor does not apply to:

1) "Bodily injury" or "property damage" for which the vendor is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages that the vendor would have in the absence of the contract or agreement;

2) Any express warranty unauthorized by you;

3) Any physical or chemical change in the product made intentionally by the vendor;

4) Repackaging, except when unpacked solely for the purpose of inspection, demonstration, testing, or the substitution of parts under instructions from the manufacturer, and then repackaged in the original container;

5) Any failure to make such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products;

6) Demonstration, installation, servicing or repair operations, except such operations performed at the vendor's premises in connection with the sale of the product;

7) Products which, after distribution or sale by you, have been labeled or relabeled or used as a container, part or ingredient of any other thing or substance by or for the vendor; or

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8) "Bodily injury" or "property damage" arising out of the sole negligence of the vendor for its own acts or omissions or those of its employees or anyone else acting on its behalf. However, this exclusion does not apply to:

a) The exceptions contained in Paragraphs **(c)(i)4)** or **6)** of this endorsement; or

b) Such inspections, adjustments, tests or servicing as the vendor has agreed to make or normally undertakes to make in the usual course of business, in connection with the distribution or sale of the products.

(ii) This insurance does not apply to any insured person or organization:

1) From whom you have acquired such products, or any ingredient, part or container, entering into, accompanying or containing such products; or

2) When liability included within the "products-completed operations hazard" has been excluded under this Coverage Part with respect to such products.

(d) State Or Governmental Agency Or Subdivision Or Political Subdivision - Permits Or Authorizations Relating To Premises

Any state or governmental agency or subdivision or political subdivision you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, subject to the following additional provision:

This insurance applies only with respect to the following hazards for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization in connection with premises you own, rent or control and to which this insurance applies:

(i) The existence, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners or decorations and similar exposures;

(ii) The construction, erection or removal of elevators; or

(iii) The ownership, maintenance or use of any elevators covered by this insurance.

(e) Mortgagee, Assignee Or Receiver

Any person or organization you are required per Paragraph **8.a.(1)** of this endorsement to provide insurance, but only with respect to their liability as mortgagee, assignee or receiver and arising out of the ownership, maintenance or use of the premises by you. However, this insurance does not apply to structural alterations, new construction and demolition operations performed by or for that person or organization.

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(3) The insurance afforded to additional insureds described in Paragraph **8.a.(1)** of this endorsement:

(a) Only applies to the extent permitted by law;

(b) Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

(c) Does not apply to any person, organization, vendor, state, governmental agency or subdivision or political subdivision, specifically named as an additional insured under any other provision of, or endorsement added to, this Coverage Part, provided such other provision or endorsement covers the injury or damage for which this insurance applies.

b. With respect to the insurance afforded to the additional insureds described in Paragraph **8.a.(1)** of this endorsement, the following is added to **Section III - Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

(1) Required by the written contract, written agreement, written permit or written authorization described in Paragraph **8.a.(1)** of this endorsement. For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella liability or Excess Liability coverage required for that additional insured in that written contract, written agreement, written permit or written authorization; or

(2) Available under the applicable limits of insurance;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

c. Section IV - Commercial General Liability Conditions is amended to include the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

(1) During the policy period; and

(2) Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraph **8.a.(1)**.

d. Section IV - Commercial General Liability Conditions is amended as follows:

Condition **4.** Other Insurance is amended to include:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured per Paragraph **8.a.(1)** of this endorsement provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract, agreement, permit or authorization described in **8.a.(2)** of this endorsement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

9. Property Damage To Borrowed Equipment

a. The following is added to Exclusion **2.j.** Damage To Property under Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability:

Paragraphs **(3)** and **(4)** of this exclusion do not apply to tools or equipment loaned to you, provided they are not being used to perform operations at the time of loss.

b. With respect to the insurance provided by this section of the endorsement, the following additional provisions apply:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.**

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Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement with respect to coverage provided by this endorsement. These limits are inclusive of and not in addition to the limits being replaced**.** The Limits of Insurance shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement fix the most we will pay in any one "occurrence" regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) Deductible Clause

(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **9.** Property Damage To Borrowed Equipment of this endorsement. The limits of insurance will not be reduced by the application of such deductible amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

10. Employees As Insureds - Specified Health Care Services And Good Samaritan Services

Paragraph **2.a.(1)(d)** under Section **II** - Who Is An Insured does not apply to:

1) Your "employees" who provide professional health care services on your behalf as a duly licensed nurse, emergency medical technician or paramedic in the jurisdiction where an "occurrence" or offense to which this insurance applies takes place; or

2) Your "employees" or "volunteer workers", other than an employed or volunteer doctor, providing first aid or good samaritan services during their work hours for you will be deemed to be acting within the scope of their employment by you or performing duties related to the conduct of your business.

11. Broadened Notice Of Occurrence

Paragraph **a.** of Condition **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit** under **Section IV - Commercial General Liability Conditions** is replaced by the following:

a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:

(1) How, when and where the "occurrence" or offense took place;

(2) The names and addresses of any injured persons and witnesses; and

(3) The nature and location of any injury or damage arising out of the "occurrence" or offense.

This requirement applies only when the "occurrence" or offense is known to any insured listed under Paragraph **1.** of Section **II** - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or offense.

12. Nonowned Aircraft

The following is added to Exclusion **2.g. Aircraft, Auto Or Watercraft** under **Section I - Coverage A - Bodily Injury And Property Damage Liability**:

This exclusion does not apply to an aircraft you do not own, provided that:

a. The pilot in command holds a current effective certificate, issued by a duly constituted authority of the United States of America or Canada, designating that person as a commercial or airline transport pilot;

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b. The aircraft is rented with a trained, paid crew; and

c. The aircraft does not transport persons or cargo for a charge.

13. Bodily Injury Redefined

Section V - Definitions, 3. "Bodily injury" is replaced by the following:

3. "Bodily injury" means bodily harm or injury, sickness, disease, disability, humiliation, shock, fright, mental anguish or mental injury, including care, loss of services or death resulting from any of these at any time.

14. Expected Or Intended Injury Redefined

The last sentence of Exclusion **2.a. Expected Or Intended Injury** under **Section I - Coverage A - Bodily Injury And Property Damage Liability** is replaced by the following:

This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

15. Former Employees As Insureds

The following is added to Paragraph **2.** under **Section II - Who Is An Insured:**

2. Each of the following is also an insured:

Any of your former "employees", directors, managers, members, partners or "executive officers", including but not limited to retired, disabled or those on leave of absence, but only for acts within the scope of their employment by you or for duties related to the conduct of your business.

16. Voluntary Property Damage Coverage

a. **Section I - Coverages** is amended to include the following:

COVERAGE D - VOLUNTARY PROPERTY DAMAGE COVERAGE

(1) Insuring Agreement

(a) We will pay the cost to repair or replace "property damage" to property of others arising out of operations incidental to your business when:

1) Damage is caused by you; or

2) Damage occurs while in your possession.

At your written request, we will make this payment regardless of whether you are at fault for the "property damage".

If you, at our request, replace, or make any repairs to, damaged property of others, the amount we will pay under Voluntary Property Damage Coverage will be determined by your actual cost to replace or repair the damaged property, excluding any profit or overhead.

Any payment we make under Voluntary Property Damage Coverage shall not be interpreted as an admission of liability by you or by us.

It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

(b) This insurance applies to "property damage" only if:

1) The "property damage" takes place in the "coverage territory"; and

2) The "property damage" occurs during the policy period.

(2) Exclusions

This insurance does not apply to "property damage" that would be excluded by Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, except for **j.** Damage To Property, Paragraphs **(3)**, **(4)**, **(5)** and **(6)**, **k.** Damage To Your Product, and **l.** Damage To Your Work.

(3) Definitions

For purposes of Voluntary Property Damage Coverage only, the following definitions under **Section V - Definitions** are replaced by the following:

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13. "Occurrence" means an incident, including continuous or repeated exposure to substantially the same general harmful conditions that result in "property damage".

17. "Property damage" means physical injury to tangible property. Electronic data is not tangible property, and "property damage" does not include disappearance, abstraction or theft.

As used in this definition, electronic data means information, facts or programs, stored as or on, created or used on, transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

b. Care, Custody Or Control Liability Coverage

For purposes of the coverage provided by Care, Custody Or Control Liability Coverage in this endorsement only:

(1) Section **I** - Coverage **A** - Bodily Injury And Property Damage Liability, **2.** Exclusions, **j.** Damage To Property, Paragraphs **(3)**, **(4)** and **(5)** do not apply to "property damage" to the property of others described therein.

(2) It shall be your duty, not our duty, to defend any claim or "suit" to which this insurance applies.

No other obligation or liability to pay sums or perform acts or services is covered.

This Paragraph **(2)** supersedes any provision in the Coverage Part to the contrary.

(3) "Property damage" for which Care, Custody Or Control Liability Coverage provides coverage shall be deemed to be caused by an "occurrence" but shall not serve to limit or restrict the applicability of any exclusion for "property damage" under this Coverage Part.

c. Limits Of Insurance And Deductibles

For purposes of the coverage provided by Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage, **Section III - Limits Of Insurance** is amended to include the following:

(1) The Limits of Insurance shown in the Declarations are replaced by the limits shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage in this endorsement. These limits are inclusive of, and not in addition to, the limits being replaced. The Limits of Insurance shown in the Schedule fix the most we will pay regardless of the number of:

(a) Insureds;

(b) Claims made or "suits" brought; or

(c) Persons or organizations making claims or bringing "suits".

(2) **(a)** Subject to **(3)** below, the Voluntary Property Damage Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Voluntary Property Damage Coverage;

(b) The Care, Custody Or Control Liability Coverage Each Occurrence Limit Of Insurance is the most we will pay for the sum of damages under Care, Custody Or Control Liability Coverage;

because of all "property damage" arising out of any one "occurrence".

(3) The Voluntary Property Damage Coverage, Aggregate Limit Of Insurance is the most we will pay for the sum of all damages under Voluntary Property Damage Coverage. This limit applies separately to each "coverage term".

(4) Deductible Clause

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(a) Our obligation to pay damages on your behalf applies only to the amount of damages for each "occurrence" which are in excess of the Deductible Amount shown in Section **B.** Limits Of Insurance, **16.** Voluntary Property Damage Coverage and Care, Custody Or Control Liability Coverage. The limits of insurance will not be reduced by the application of such Deductible Amount.

(b) Section **IV** - Commercial General Liability Conditions, **2.** Duties In The Event Of Occurrence, Offense, Claim Or Suit, applies to each claim or "suit" irrespective of the amount.

(c) We may pay any part or all of the Deductible Amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the Deductible Amount as has been paid by us.

17. Broadened Contractual Liability - Work Within 50' Of Railroad Property

Section V - Definitions, 9. "Insured contract" is amended as follows:

a. Paragraph **c.** is replaced by the following:

c. Any easement or license agreement;

b. Paragraph **f.(1)** is deleted in its entirety.

18. Alienated Premises

Exclusion **2.j.** Damage To Property, Paragraph **(2)** under Section **I -** Coverage **A -** Bodily Injury And Property Damage Liability does not apply if the premises are "your work".

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BROAD FORM CONTRACTORS ADDITIONAL INSURED - AUTOMATIC STATUS AND AUTOMATIC WAIVER OF SUBROGATION WHEN REQUIRED IN WRITTEN CONTRACT, AGREEMENT, PERMIT OR AUTHORIZATION - ILLINOIS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Additional Insured - Owners, Lessees Or Contractors - Automatic Status For Other Parties When Required In Written Contract Or Agreement With You

1. Section II - Who Is An Insured is amended to include as an additional insured any person or organization you have agreed in writing in a contract or agreement to add as an additional insured on this Coverage Part. Such person(s) or organization(s) is an additional insured only with respect to liability for:

a. "Bodily injury", "property damage" or "personal and advertising injury" *caused, in whole or in part, by* the performance of your ongoing operations by you or on your behalf, under that written contract or written agreement. Ongoing operations does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project; and

b. "Bodily injury" or "property damage" *caused, in whole or in part, by* "your work" performed under that written contract or written agreement and included in the "products-completed operations hazard", but only if:

(1) The Coverage Part to which this endorsement is attached provides coverage for "bodily injury" or "property damage" included within the "products-completed operations hazard"; and

(2) The written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for that person or organization.

If the written contract or written agreement requires you to provide additional insured coverage included within the "products-completed operations hazard" for a specified length of time for that person or organization, the "bodily injury" or "property damage" must occur prior to the expiration of that period of time in order for this insurance to apply.

If the written contract or written agreement requires you to provide additional insured coverage for a person or organization per only ISO additional insured endorsement form number **CG 20 10**, without specifying an edition date, and without specifically requiring additional insured coverage included within the "products-completed operations hazard", this Paragraph **b.** does not apply to that person or organization.

2. If the written contract or written agreement described in Paragraph **1.** above specifically requires you to provide additional insured coverage to that person or organization:

a. *Arising out of* your ongoing operations or *arising out of* "your work"; or

b. By way of an edition of an ISO additional insured endorsement that includes *arising out of* your ongoing

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operations or *arising out of* "your work";

then the phrase *caused, in whole or in part, by* in Paragraph **A.1.a.** and/or Paragraph **A.1.b.** above, whichever applies, is replaced by the phrase *arising out of*.

3. With respect to the insurance afforded to the additional insureds described in Paragraph **A.1.**, the following additional exclusion applies:

This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

a. The preparing, approving or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

4. This Paragraph **A.** does not apply to additional insureds described in Paragraph **B.**

B. Additional Insured - State Or Governmental Agency Or Subdivision Or Political Subdivision - Automatic Status When Required In Written Permits Or Authorizations

1. Section II - Who Is An Insured is amended to include as an additional insured any state or governmental agency or subdivision or political subdivision you have agreed in writing in a permit or authorization to add as an additional insured on this Coverage Part. Such state or governmental agency or subdivision or political subdivision is an additional insured only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued, in writing, a permit or authorization.

2. With respect to the insurance afforded to the additional insureds described in Paragraph **B.1.**, the following additional exclusions apply:

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

b. "Bodily injury" or "property damage" included within the "products-completed operations hazard."

C. The insurance afforded to additional insureds described in Paragraphs **A.** and **B.**:

1. Only applies to the extent permitted by law; and

2. Will not be broader than that which you are required by the written contract, written agreement, written permit or written authorization to provide for such additional insured; and

3. Does not apply to any person, organization, state, governmental agency or subdivision or political subdivision specifically named as an additional insured for the same project in the schedule of an endorsement added to this Coverage Part.

4. Does not apply to the City of Chicago, its officers, employees and agents with respect to liability caused by or arising from:

a. The building or disassembly of scaffolding by or for you; or

b. The use of such scaffolding.

However, Paragraphs **C.1.** and **C.2.** above do not apply if the applicable written contract, written agreement, written permit or written authorization requires an edition of an ISO additional insured endorsement that does not include these provisions.

D. With respect to the insurance afforded to the additional insureds described in Paragraphs **A.** and **B.**, the following is added to **Section III - Limits Of Insurance**:

1. The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the written contract, written agreement, written permit or written authorization described in Paragraphs **A.** and **B.** For the purpose of determining the required amount of insurance only, we will include the minimum amount of any Umbrella Liability or Excess Liability coverage required for that additional insured in that written contract, written agree-

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ment, written permit or written authorization; or

b. Available under the applicable limits of insurance;

whichever is less.

However, Paragraph **D.1.** does not apply if the applicable written contract, written agreement, written permit or written authorization requires an edition of an ISO additional insured endorsement that does not include these provisions.

2. This endorsement shall not increase the applicable limits of insurance.

E. Section IV - Commercial General Liability Conditions is amended to add the following:

Automatic Additional Insured Provision

This insurance applies only if the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" offense is committed:

1. During the policy period; and

2. Subsequent to your execution of the written contract or written agreement, or the issuance of a written permit or written authorization, described in Paragraphs **A.** and **B.**

F. Except when **G.** below applies, the following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

When Other Additional Insured Coverage Applies On An Excess Basis

This insurance is primary to other insurance available to the additional insured described in Paragraphs **A.** and **B.** except:

1. As otherwise provided in **Section IV - Commercial General Liability Conditions**, **Other Insurance**, **b. Excess Insurance**; or

2. For any other valid and collectible insurance available to the additional insured as an additional insured on another insurance policy that is written on an excess basis. In such case, this insurance is also excess.

G. The following is added to **Section IV - Commercial General Liability Conditions, Other Insurance,** and supersedes any provision to the contrary:

Primary Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary to any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

Primary And Noncontributory Insurance When Required By Written Contract, Agreement, Permit Or Authorization

Except when wrap-up insurance applies to the claim or "suit" on behalf of the additional insured, this insurance is primary to and will not seek contribution from any other insurance available to the additional insured described in Paragraphs **A.** and **B.** provided that:

1. The additional insured is a Named Insured under such other insurance; and

2. You have agreed in writing in a contract, agreement, permit or authorization described in Paragraph **A.** or **B.** that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

As used in this endorsement, wrap-up insurance means a centralized insurance program under which one party has secured either insurance or self-insurance covering some or all of the contractors or subcontractors performing work on one or more specific project(s).

H. Section IV - Commercial General Liability Conditions, Transfer Of Rights Of Recovery Against Others To Us is amended by the addition of the following:

Waiver of Subrogation

We waive any right of recovery against any additional insured under this endorsement, because of any payment we make under this endorsement, to whom the insured has waived its right of recovery in a written contract, written agreement, written permit or written authorization. Such waiver by us applies only to the extent that the insured has waived

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its right of recovery against such additional insured prior to loss.

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DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s): **EACH OF THE NAMED INSURED'S CONSTRUCTION PROJECTS**
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations.

2. The Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage **A,** except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage **C** regardless of the number of:

a. Insureds;

b. Claims made or "suits" brought; or

c. Persons or organizations making claims or bringing "suits".

3. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.

4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit.

B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section **I** - Coverage **A,** and for all medical expenses caused by accidents under Section **I** - Coverage **C,** which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:

1. Any payments made under Coverage **A** for damages or under Coverage **C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-completed Operations Aggregate Limit, whichever is applicable; and

2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.

C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because

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of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Designated Construction Project General Aggregate Limit.

D. If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.

E. The provisions of Section **III** - Limits Of Insurance not otherwise modified by this endorsement shall continue to apply as stipulated.

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THE CINCINNATI INSURANCE COMPANIES

The Cincinnati Indemnity Company
A Stock Insurance Company

Headquarters: 6200 S. Gilmore Road, Fairfield, OH 45014-5141
Mailing address: P.O. Box 145496, Cincinnati, OH 45250-5496
www.cinfin.com ■ 513-870-2000

COMMON POLICY DECLARATIONS

Billing Method: **AGENCY BILL**

POLICY NUMBER **EBA 046 30 53**

NAMED INSURED **ECS MIDWEST LLC, ECS ILLINOIS LLC**
ADDRESS (Number & Street, Town, County, State & Zip Code) **14026 THUNDERBOLT PL**
STE 700
CHANTILLY, VA 20151-3295

Previous Policy Number:
EBA0463053

Policy Period: At 12:01 A.M., STANDARD TIME AT YOUR MAILING ADDRESS SHOWN ABOVE

All coverages except Automobile and / or Garage
Policy number: FROM: TO:

Automobile and / or Garage
Policy number: **EBA 046 30 53** FROM: **12-01-2023** TO: **12-01-2024**

Agency **ARTHUR J. GALLAGHER RISK MANAGEMENT SERVICES, LLC 45-108**
City **CHANTILLY, VA**

Legal Entity / Business Description

ORGANIZATION (ANY OTHER)

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

FORMS APPLICABLE TO ALL COVERAGE PARTS:

IL0017	**11/98**	**COMMON POLICY CONDITIONS**
IA102A	**09/08**	**SUMMARY OF PREMIUMS CHARGED**
IA4378WI	**11/09**	**DISCLOSURE NOTICE UNINSURED AND/OR UNDERINSURED MOTORISTS COVERAGE APPLICABLE TO HIRED AND NON-OWNED AUTO**
IA4521	**03/20**	**NOTICE OF PRIVACY PRACTICES**
IP409IL	**01/91**	**IMPORTANT INFORMATION TO POLICYHOLDERS ILLINOIS**
IP446	**08/01**	**NOTICE TO POLICYHOLDERS**
IA325	**01/23**	**WAR EXCLUSION**
IA4112WI	**11/18**	**WISCONSIN CHANGES - CANCELLATION AND NONRENEWAL**
IA4338	**05/11**	**SIGNATURE ENDORSEMENT**
IA449WI	**01/89**	**WISCONSIN AMENDATORY ENDORSEMENT**
IP406WI	**01/90**	**NOTICE TO POLICYHOLDER - CANCELLATION**
IP427WI	**04/23**	**KEEP THIS NOTICE WITH YOUR INSURANCE PAPERS**
IA4087	**09/17**	**CANCELLATION OR NONRENEWAL BY US NOTIFICATION TO A DESIGNATED ENTITY**
AAD505	**03/06**	**BUSINESS AUTO COVERAGE PART DECLARATIONS**

Countersigned _____ By _____
(Date) (Authorized Representative)

THE CINCINNATI INDEMNITY COMPANY

CINCINNATI, OHIO

BUSINESS AUTO COVERAGE PART DECLARATIONS

ITEM ONE

Attached to and forming part of POLICY NUMBER: **EBA 046 30 53**

Named Insured is the same as it appears in the Common Policy Declarations.

ITEM TWO **SCHEDULE OF COVERAGES AND COVERED AUTOS**

This coverage part provides only those coverages where a premium or "incl" is shown in the premium column below. The limit of Insurance for each coverage listed is subject to all applicable policy provisions. Each of these coverages will apply only to those "autos" shown as covered "autos". "Autos" are shown as covered "autos" for a particular coverage by the entry of one or more of the symbols from the COVERED AUTO Section of the Business Auto Coverage Form next to the name of the coverage.

COVERAGES	COVERED AUTOS (Entry of one or more of the symbols from the COVERED AUTOS Section of the Business Auto Coverage Form shows which autos are covered autos)	LIMIT THE MOST WE WILL PAY FOR ANY ONE ACCIDENT OR LOSS	PREMIUM
LIABILITY	**1**	$**1,000,000**	**INCL**
PERSONAL INJURY PROTECTION (or equivalent No-fault coverage)		Separately stated in each P.I.P. endorsement minus $ Ded.	
ADDED PERSONAL INJURY PROTECTION (or equivalent added No-fault coverage)		Separately stated in each added P.I.P. endorsement	
PROPERTY PROTECTION INSURANCE (Michigan only)		Separately stated in each P. P.I. endorsement minus $ Ded. for each accident	
AUTO. MEDICAL PAYMENTS	**2, 8, 9**	$ **5,000**	**INCL**
UNINSURED MOTORISTS	**2, 8, 9**	$ **SEE AA4183**	**INCL**
UNDERINSURED MOTORISTS (When not included in Uninsured Motorists Coverage)	**2, 8, 9**	$ **SEE AA4183**	**INCL**
PHYSICAL DAMAGE COMPREHENSIVE COVERAGE	**2, 8**	Actual cash value or cost of repair, Whichever is less minus $**SEE AA4183** Ded. For each covered auto. But no Deductible applies to loss caused by Fire or lightning. See Item Three for hired or borrowed "autos"	**INCL**
PHYSICAL DAMAGE SPECIFIED CAUSES OF LOSS COVERAGE		Actual cash value or cost of repair, Whichever is less minus $ Ded. For Each covered auto. For loss caused by mischief or vandalism. See Item Three for hired or borrowed "autos"	
PHYSICAL DAMAGE COLLISION COVERAGE	**2, 8**	Actual cash value or cost of repair, Whichever is less minus $**SEE AA4183** Ded for each covered auto. See Item Three for hired or borrowed "autos".	**INCL**
PHYSICAL DAMAGE INSURANCE TOWING AND LABOR	**10**	$ **SEE AA4183** for each disablement of a private passenger auto	**INCL**
PREMIUM FOR ENDORSEMENTS			
		*ESTIMATED TOTAL PREMIUM	**INCL**

FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE PART AT ITS INCEPTION:

AA4379 10/20 NOTICE TO POLICYHOLDER - AUTHORIZED DRIVERS
AA4183 02/06 AUTOMOBILE SCHEDULE
AA101 03/06 BUSINESS AUTO COVERAGE FORM
AA2009 01/17 CHANGES - TOWING AND LABOR
AA296 07/12 CHANGES - AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT COVERAGE
AA4044IL 01/15 ILLINOIS UNINSURED MOTORISTS COVERAGE

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FORMS AND ENDORSEMENTS CONTAINED IN THIS COVERAGE PART AT ITS INCEPTION:

AA4045IL	**11/08**	**ILLINOIS UNDERINSURED MOTORISTS COVERAGE**
AA4065OH	**01/21**	**OHIO UNINSURED MOTORISTS COVERAGE - BODILY INJURY**
AA4070OH	**09/16**	**NOTICE TO POLICYHOLDERS UNINSURED MOTORIST PROPERTY DAMAGE**
AA4096WI	**10/12**	**WISCONSIN UNINSURED MOTORISTS COVERAGE**
AA4136IL	**01/15**	**ILLINOIS CHANGES**
AA4168IL	**01/23**	**UNINSURED/UNDERINSURED MOTORISTS PROTECTION OPTION SELECTION/REJECTION FORM - ILLINOIS**
AA4214	**08/07**	**COVERED AUTO DESIGNATION SYMBOL**
AA4231	**08/08**	**SUPPLEMENTARY SCHEDULE FOR BUSINESS AUTO--ITEMS FOUR, FIVE, AND SIX**
AA4255WI	**10/12**	**WISCONSIN UNINSURED AND OPTIONAL UNDERINSURED MOTORIST COVERAGE OPTION SELECTION FORM**
AA4256WI	**10/12**	**WISCONSIN REJECTION OF MEDICAL PAYMENTS COVERAGE**
AA4263	**04/10**	**OFFICE OF FOREIGN ASSETS CONTROL (OFAC) COMPLIANCE ENDORSEMENT**
AA450	**10/10**	**COMPOSITE RATE AUTO ENDORSEMENT**
AP401OH	**09/16**	**IMPORTANT NOTICE TO POLICYHOLDERS REGARDING OHIO UNINSURED AND UNDERINSURED MOTORIST COVERAGE**
CA0117	**11/11**	**WISCONSIN CHANGES**
CA9916	**12/93**	**HIRED AUTOS SPECIFIED AS COVERED AUTOS YOU OWN**
MCS90	**06/21**	**ENDORSEMENT FOR MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980**
AA247	**03/06**	**DRIVE OTHER CAR COVERAGE - BROADENED COVERAGE FOR NAMED INDIVIDUALS**
AA261	**07/14**	**AUTO MEDICAL PAYMENTS COVERAGE**
AA261WI	**07/14**	**WISCONSIN AUTO MEDICAL PAYMENTS COVERAGE**
AA288	**06/20**	**CINCIPLUS® BUSINESS AUTO XC+® (EXPANDED COVERAGE PLUS) ENDORSEMENT**

* This policy may be subject to final audit

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CinciPlus®
BUSINESS AUTO XC+®
(EXPANDED COVERAGE PLUS)
ENDORSEMENT

This endorsement modifies insurance provided by the following:

BUSINESS AUTO COVERAGE FORM

With respect to the coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

A. Blanket Waiver of Subrogation

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 5. Transfer of Rights of Recovery Against Others to Us is amended by the addition of the following:

We waive any right of recovery we may have against any person or organization because of payments we make for "bodily injury" or "property damage" arising out of the operation of a covered "auto" when you have assumed liability for such "bodily injury" or "property damage" under an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution or the "insured contract".

B. Noncontributory Insurance

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance c. is deleted in its entirety and replaced by the following:

c. Regardless of the provisions of Paragraph **a.** above, this Coverage Form's Liability Coverage is primary and we will not seek contribution from any other insurance for any liability assumed under an "insured contract" that requires liability to be assumed on a primary noncontributory basis.

C. Additional Insured by Contract

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended to include as an insured any person or organization for whom you have agreed in a valid written contract to provide insurance as afforded by this policy.

This provision is limited to the scope of the valid written contract.

This provision does not apply unless the valid written contract has been:

1. Executed prior to the accident causing "bodily injury" or "property damage"; and

2. Is still in force at the time of the "accident" causing "bodily injury" or "property damage".

D. Employee Hired Auto

1. Changes in Liability Coverage

The following is added to the **SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured**:

An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

2. Changes in General Conditions

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 5. Other Insurance is deleted in its entirety and replaced by the following:

b. For Hired Auto Physical Damage Coverage the following are deemed to be covered "autos" you own:

(1) Any covered "auto" you lease, hire, rent or borrow; and

(2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

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However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

E. Audio, Visual and Data Electronic Equipment

SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is amended by adding the following:

4. The most we will pay for all "loss" to audio, visual or data electronic equipment and any accessories used with this equipment as a result of any one "accident" is the lesser of:

a. The actual cash value of the damaged or stolen property as of the time of the "accident";

b. The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality; or

c. $2,500.

Provided the equipment, at the time of the "loss" is:

a. Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;

b. Removable from a permanently installed housing unit as described in Paragraph **2.a.** above; or

c. An integral part of such equipment.

F. Who is an Insured - Amended

SECTION II - LIABILITY COVERAGE, A. Coverage, 1. Who is an Insured is amended by adding the following:

The following are "insureds":

1. Any subsidiary which is a legally incorporated entity of which you own a financial interest of more than 50% of the voting stock on the effective date of this coverage form.

However, the insurance afforded by this provision does not apply to any subsidiary that is an "insured" under any other automobile liability policy or would be an "insured" under such policy but for termination of such policy or the exhaustion of such policy's limits of insurance.

2. Any organization that is newly acquired or formed by you and over which you maintain majority ownership. The insurance provided by this provision:

a. Is effective on the date of acquisition or formation, and is afforded for 180 days after such date;

b. Does not apply to "bodily injury" or "property damage" resulting from an "accident" that occurred before you acquired or formed the organization;

c. Does not apply to any newly acquired or formed organization that is a joint venture or partnership; and

d. Does not apply to an insured under any other automobile liability policy or would be an insured under such a policy but for the termination of such policy or the exhaustion of such policy's limits of insurance.

3. Any of your "employees" while using a covered "auto" in your business or your personal affairs, provided you do not own, hire or borrow that "auto".

G. Liability Coverage Extensions - Supplementary Payments - Higher Limits

SECTION II - LIABILITY COVERAGE, A. Coverage, 2. Coverage Extensions, a. Supplementary Payments is amended by:

1. Replacing the $2,000 Limit of Insurance for bail bonds with $4,000 in **(2)**; and

2. Replacing the $250 Limit of Insurance for reasonable expenses with $500 in **(4)**.

H. Amended Fellow Employee Exclusion

SECTION II - LIABILITY COVERAGE, B. Exclusions, 5. Fellow Employee is modified as follows:

Exclusion **5. Fellow Employee** is deleted.

I. Hired Auto - Physical Damage

If hired "autos" are covered "autos" for Liability Coverage, then Comprehensive and Collision Physical Damage Coverages as provided under **SECTION III - PHYSICAL DAMAGE COVERAGE** of this Coverage Part are extended to "autos" you hire, subject to the following:

1. The most we will pay for "loss" to any hired "auto" is $50,000 or the actual cash value or cost to repair or replace, whichever is the least, minus a deductible.

2. The deductible will be equal to the largest deductible applicable to any owned "auto" for that coverage, or $1,000, whichever is less.

3. Hired Auto - Physical Damage coverage is excess over any other collectible insurance.

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4. Subject to the above limit, deductible, and excess provisions we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own insured under this policy.

Coverage includes loss of use of that hired auto, provided it results from an "accident" for which you are legally liable and as a result of which a monetary loss is sustained by the leasing or rental concern. The most we will pay for any one "accident" is $3,000.

If a limit for Hired Auto - Physical Damage is shown in the Schedule, then that limit replaces, and is not added to, the $50,000 limit indicated above and the deductibles shown in the Schedule are applicable.

J. Rental Reimbursement

SECTION III - PHYSICAL DAMAGE COVERAGE is amended by adding the following:

1. We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a "loss" to a covered "auto". Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductible applies to this coverage.

2. We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

a. The number of days reasonably required to repair the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you; or

b. 30 days.

3. Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred; or

b. $50 per day.

4. This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

5. We will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under **SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions**.

K. Transportation Expense - Higher Limits

SECTION III - PHYSICAL DAMAGE COVERAGE, A. Coverage, 4. Coverage Extensions is amended by replacing $20 per day with $50 per day, and $600 maximum with $1,500 maximum in **Extension a. Transportation Expenses**.

L. Airbag Coverage

SECTION III - PHYSICAL DAMAGE COVERAGE, B. Exclusions, 3.a. is amended by adding the following:

However, the mechanical and electrical breakdown portion of this exclusion does not apply to the accidental discharge of an airbag. This coverage for airbags is excess over any other collectible insurance or warranty.

M. Loan or Lease Gap Coverage

1. SECTION III - PHYSICAL DAMAGE COVERAGE, C. Limit of Insurance is deleted in its entirety and replaced by the following, but only for private passenger type "autos" with an original loan or lease, and only in the event of a "total loss" to such a private passenger type "auto":

a. The most we will pay for "loss" in any one "accident" is the greater of:

(1) The amount due under the terms of the lease or loan to which your covered private passenger type "auto" is subject, but will not include:

(a) Overdue lease or loan payments;

(b) Financial penalties imposed under the lease due to high mileage, excessive use or abnormal wear and tear;

(c) Security deposits not refunded by the lessor;

(d) Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

(e) Carry-over balances from previous loans or leases, or

(2) Actual cash value of the stolen or damaged property.

b. An adjustment for depreciation and physical condition will be made in determining actual cash value at the time of "loss".

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2. **SECTION V - DEFINITIONS** is amended by adding the following, but only for the purposes of this **Loan or Lease Gap Coverage**:

   "Total loss" means a "loss" in which the cost of repairs plus the salvage value exceeds the actual cash value.

N. Glass Repair - Waiver of Deductible

SECTION III - PHYSICAL DAMAGE COVERAGE, D. Deductible is amended by adding the following:

No deductible applies to glass damage if the glass is repaired in a manner acceptable to us rather than replaced.

O. Duties in the Event of an Accident, Claim, Suit or Loss - Amended

SECTION IV - BUSINESS AUTO CONDITIONS, A. Loss Conditions, 2. Duties in the Event of Accident, Claim, Suit or Loss, a. is amended by adding the following:

This condition applies only when the "accident" or "loss" is known to:

1. You, if you are an individual;
2. A partner, if you are a partnership;
3. An executive officer or insurance manager, if you are a corporation; or
4. A member or manager, if you are a limited liability company.

P. Unintentional Failure to Disclose Hazards

SECTION IV - BUSINESS AUTO CONDITIONS, B. General Conditions, 2. Concealment, Misrepresentation or Fraud is amended by adding the following:

However, if you unintentionally fail to disclose any hazards existing on the effective date of this Coverage Form, we will not deny coverage under this Coverage Form because of such failure.

Q. Mental Anguish Resulting from Bodily Injury

SECTION V - DEFINITIONS, C. "Bodily injury" is deleted in its entirety and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish and death sustained by the same person that results from such bodily injury, sickness or disease. "Bodily injury" does not include mental anguish or death that does not result from bodily injury, sickness or disease.

R. Coverage for Certain Operations in Connection with Railroads

With respect to the use of a covered "auto" in operations for or affecting a railroad:

1. **SECTION V - DEFINITIONS, H.** "Insured contract", **1.c.** is deleted in its entirety and replaced by the following:

   c. An easement or license agreement;

2. **SECTION V - DEFINITIONS, H.** "Insured contract", **2.a.** is deleted.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.

For policies or exposure in Missouri:

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective **12-01-23** Policy No. **71764165** Endorsement No.

Insured **ECS MIDWEST, LLC FKA ECS ILLINOIS, LLC** Premium $ **Incl.**

Insurance Company **Bankers Standard Insurance Company**

Countersigned By _____

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Appendix III: Similar Project Experience

SIMILAR PROJECT EXPERIENCE

EXPERIENCE WITH SIMILAR PROJECTS

In response to the RFQ by City of De Pere for Accessibility Consulting Services, we are pleased to showcase our firm's expertise through projects that closely align with the scope and complexity required for your project. Spanning diverse sectors, these projects serve as a testament to our ability to deliver comprehensive building assessments, critical maintenance solutions, and strategic consultancy services. Each project exemplifies our methodical approach, precision in execution, and unwavering commitment to meeting our clients' objectives with diligence and expertise. As we present our experience in these analogous assignments, we affirm our confidence in providing high-value consulting services to support the City of De Pere.

ADA Aria, Dave & Busters, Wauwatosa, WI

ECS performed Accessibility Consulting Services on a one-story restaurant/entertainment facility operating as Dave & Busters, which includes a full-service restaurant, full bar, and a video arcade. Based on the information available, the subject building contains 35,770 square feet of commercial space on 4.01 acres and was reportedly constructed in 2010 with recent renovations in 2023. The property included asphalt pavement for parking. Our assessment provided invaluable insights into the then-current condition of the facility before the renovations of the property by the owner.

ADA W&S, Harvest Food Group, Chicago, IL

ECS performed Accessibility Consulting Services on a food processing facility in Chicago, IL. Based on the information available, the facility was an approximately 235,000 square foot tenant within a larger industrial building on 8.67 acres and was reportedly constructed in phases beginning circa 1953/54 followed by additions in 1955, 1956, 1979, 1987, and 1989. The property included asphalt and concrete pavement for parking. Our assessment provided the client with information on the condition of the facilities and helped with budgeting and decisions regarding the operation of the facilities.

ADA OAHC, Radisson, Green Bay, WI

ECS performed Accessibility Consulting Services on a one to six-story hotel/conference center building in Ashwaubenon, Wisconsin. Based on the information available, the subject building contains 353 Rooms plus 30,000 square feet of conference center and meeting rooms, plus an indoor swimming pool. The complex is situated on 25.96 acres of land. The subject building was reportedly constructed pre-1985 with recent renovations in 2020/2021. Parking is provided with asphalt pavements. Our assessment provided the client with information on the condition of the facilities and helped with budgeting and decisions regarding the operation of the facilities.

ADA NCR, Various Senior Housing Facilities, Ohio

ECS performed accessibility construction review of various senior housing complexes (new and renovation) in Ohio. The facilities were generally one to five-story facilities with activity rooms. The properties included concrete and asphalt pavement for parking. Our assessments provided quality assurance of accessibility improvements to new and renovation construction for the client.

Appendix IV: Qualifications of Staff

FIRM HISTORY AND GENERAL EXPERIENCE



2,700+ employees

85+ locations

35+ years' experience

ABOUT OUR COMPANY

Founded in 1988 in Chantilly, VA, Engineering Consulting Services (ECS) operates in more than 85 locations throughout the Mid-Atlantic, Midwest, Pacific, Southeast and Southwest. Utilizing the strengths, experience and expertise of more than 2,700 staff across the company, ECS is able to save our clients time and money. As one of the largest and most rapidly growing engineering and consulting companies in the US, we are currently ranked 61 in Engineering News-Record's Top 500 Design Firms (April 2023) and number two in Zweig Group's 2023 Hot Firms (June 2023).

ECS Midwest, LLC is one of the operating entities of the ECS Group of Companies. Our Midwest operations include locations in Green Bay, Neenah and Milwaukee, Wisconsin; Cleveland, Columbus and Cincinnati, Ohio; Buffalo Grove, Bridgeview, Kankakee, Springfield and Chicago, Illinois; Kansas City, MO; and Johnston, IA. With over 175 professionals in our Midwest offices, ECS has an expert for virtually any contingency, big or small projects, short-term or long-term assignments, we consistently deliver successful projects to our clients.

ECS FOOTPRINT

Whether your project requires local project management, specialty expertise or both, we have you covered. ECS provides the best of both worlds - the attention your projects deserve from our local team, coupled with abundant staffing and technical resources. With over 2,700 employees, ECS has grown to more than 85 locations spread across the Mid-Atlantic, Midwest, Southeast, Southwest and Pacific.

ECS VALUE

ECS specializes in developing and implementing comprehensive review and assessments of Building Envelope Consulting Programs for Contractors, GC's Architects, Owners, Owners' Reps, Property Management Professionals, Portfolio Directors, Campus/National Property Managers and CM's across the country. These type of programs involve customizing review, inspection and testing protocols of new construction, renovation and retrofit projects. Our specializations include Wall Designs including Rain Screens, Air Barriers, Curtain Walls, Façade Inspection and Consulting, Window Consulting and Replacement, Forensic

FIRM HISTORY AND GENERAL EXPERIENCE

Roofing Inspections and Replacement Designs, Building Envelope Commissioning, and EIFS. ECS, a nationally recognized organization, presents AIA accredited subjects on Building Envelope Consulting, Design, Testing, and Inspections. Our experience combined with our extensive technical consulting background provide a basis for helping clients solve problems.

EXPERT KNOWLEDGE

Our goal is to always provide highly qualified and dedicated professionals who possess ample experience and a positive track record responding to commissioning services. This is where ECS excels. Our team's experience and reputation consist of key attributes that we consistently brings to our contracts. These attributes result in project excellence and successful service delivery time after time.

- Commitment of our team's project managers to proactively seeks ways to improve knowledge processes and project delivery, hence achieving ultimate quality services for this contract.
- Willingness and ability to respond to your requirements and changing project needs expeditiously by being a good listener.
- Strong and hands-on project managers who do "whatever it takes" to ensure project success and client satisfaction.
- Timely and accurate project reporting.

COMMUNICATION

Communication is a key to success on a project. Throughout the project personnel are assigned to the project will provide preliminary information and updates on the project. Our team understands that we must relay any concern or problem condition identified in the field to the design team in a timely and effective manner. We will relay recommendations to handle noted deficiencies, foreseeing the potential for delays, and the need to prepare for project contingencies. You can evaluate an appropriate course of action and determine if changes to the planned development are warranted. Our team will provide cost-effective, professional, and practical solutions to help meet project goals.

TIMELY COMPLETION AND COST CONTROL

Our team has a history of successful schedule and budget compliance, which is a direct result of attention to project planning, staffing projects appropriately, solid project management, good communication among our team members, and depth of available technical and professional staff resources.

Our team analyzes every project at the time we propose our fee to determine if the schedule is sufficient for the work defined. Our team's key personnel have a variety of tools and resources to track schedules, staffing levels and project budgets to facilitate management of the project. If it is ever determined that a project schedule is tight, we will work with Froedtert South, Inc. to develop an approach and detailed schedule that can meet the requirements.

CONCLUSION

ECS presents an established team with the requisite skills, resources, experience, and relationships to address the key success factors of the project. Our team provides you with the local experience and established working relationships with Froedtert South, Inc. These relationships will be crucial to on-time completion and local support for the project. We offer our sincere commitment to dedicate this proposed team and the necessary resources to serving Froedtert South, Inc. and to the successful execution of these services. We are excited about this opportunity to help accomplish your mission and exceed your goals.

DANIEL KRZECZKOWSKI, PE

FACILITIES PRINCIPAL ENGINEER

REGISTRATIONS

Professional Engineer: IL, MN, WI

CERTIFICATIONS

Phase I ESAs

Phase II ESAs-Field Methods

PCAs

Principal Consultant – PCAs

Asbestos Design/O&M

Asbestos Inspector, IDPH

Asbestos Project Designer, IDPH

SKILLS

Expert Testimony and Litigation Support

EDUCATION

Bachelor of Science, 1989, Civil Engineering, Marquette University, Milwaukee, WI

Certificate in Environmental Management, 2000, Illinois Institute of Technology, Chicago, IL

PROFESSIONAL PROFILE

Mr. Krzeczkowski has more than 30 years of experience and is knowledgeable in the technical and administrative management of due diligence projects, including all aspects of project management, client service, and personnel management. He has vast experience in Accessibility, Asbestos Project Designs, Existing Condition Surveys (pre- and post-construction), Contract Document Review and Monitoring Services (Construction Draws), Building Inspections (fall protection), and Property (or Physical) Condition Assessments. Mr. Krzeczkowski's responsibilities include performing technical report reviews, reviewing proposals, and mentoring Facilities Associate Principals.

PROJECT EXPERIENCE

- **Representative PCA Project Experience**
  - IRG Realty Advisors, LLC, Various Projects (including office complex, R&D campus, manufacturing campus, heavy industrial, refrigerated storage, casino, and refinery facilities), Various States
  - Harrison Street Real Estate Capital, Various Projects (including storage, medical, office, student housing, senior housing, and data centers), Various States (typically with enhanced wall/roof, MEP, elevator, and ADA/FHA assessments)
  - Bedrock Management Services, LLC, Office and R&D Facilities, Cleveland, OH
- **Representative Existing Condition Survey Project Experience**
  - Kiewit New Mexico Company, US Department of Homeland Security fence along the United States/Mexico border, El Paso County, TX
  - Shook Construction Co., NEORSD Westerly Wastewater Treatment Center, Cleveland, OH
  - Bovis Lend Lease, Inc., University of Chicago Laboratory Schools Early Childhood Center, Chicago, IL
- **Representative Contract Document/Draw Review Project Experience**
  - Trimont Real Estate Advisors, Navy Region Midwest and Mid-South Housing Privatization projects, IL, IN, and TN
  - Balfour Beatty Construction, LLC, Air Force Regions West and North Housing Privatization projects, MO, WY, ND, and SD
  - W. P. Carey Inc., Various projects (food processing plant, a manufacturing plant, a private school, a distribution facility, and a corporate headquarters campus) in IL, MI, and SD
- **Representative ADA (and FHA) Accessibility Experience**
  - National Church Residences, Hoover Place (senior housing), Dayton, OH (ADA QA/QC)
  - MB Real Estate Services, LLC, Richard J. Daley Center, Chicago, IL

NATHANIEL S. APPLETON, RRO

FACILITIES GROUP MANAGER

REGISTRATIONS

Registered Roof Observer (RRO), Registration #1580, Certifying Body: International Institute of Building Enclosure Consultants (IIBEC), Raleigh, NC

Technician Personal Fall Arrest System Assisted Roof Inspection, Certifying Body: Catastrophe Career Specialties, LLC Montgomery, TX

ROOFING/BUILDING ENVELOPE TRAINING

2013 to Present: Various seminars pertaining to Roofing and Building Envelope Materials and Design

2017: Exterior Walls Technology & Science (IIBEC)

2013: Rooftop Quality Assurance (IIBEC), Roof Technology and Science I (IIBEC), Roof Technology and Science II (IIBEC)

2011: Low Slope Roofing Systems (University of Wisconsin-Madison)

EDUCATION

Bachelor of Science, 2005, Architectural Design, University of Wisconsin-Milwaukee, Milwaukee, WI

PROFESSIONAL PROFILE

Mr. Appleton has over 15 years of experience and progressive responsibility in building envelope consulting. His qualifications include Property Condition Assessments (PCA), condition surveys, forensic investigations, preparation of contract documents, contract administration, project management, and quality assurance observations. His background includes extensive service to public and private sector clientele including property managers, shopping centers, hospitals, churches, condominium associations, school districts, universities, industrial properties and insurance companies. Mr. Appleton has provided expert witness testimony and litigation support.

PROJECT EXPERIENCE

- Marquette University, Milwaukee, W
- Wauwatosa School District, Wauwatosa, WI
- Southern California Edison, Perris, CA
- Kilbourn Tower, Milwaukee, WI
- City of Appleton, Appleton, WI
- Milwaukee Repertory Theater, Milwaukee, WI
- Union Point Condominiums, Milwaukee, WI
- Hyatt Regency, Green Bay, WI
- Milwaukee School of Engineering, Milwaukee, WI
- Highbridge Condominiums, Milwaukee, WI
- Housing Authority of the City of Milwaukee, Milwaukee, WI
- Airport Executive Office Building, Milwaukee, WI
- Ascension St. Mary's, Mequon, WI
- Triangle Plaza Exterior, Chicago, IL
- Paper Box Lofts, Milwaukee, WI
- Sovereign Apartments, Milwaukee, WI
- Lowe's, Rockford, IL
- Birchwood on Sterling, Palatine, IL
- Plaza East, Milwaukee, WI
- Canada National Railway, Stevens Point, WI and Waterloo, IA
- Waukesha Memorial Hospital, Waukesha, WI
- Streets of Woodfield, Schaumburg, IL
- Gulfstream, Greenville, WI

STEVEN MACKE

FACILITIES SENIOR ASSOCIATE

CERTIFICATIONS

OSHA 10
Aerial Life/MEWP Certification
EM 385

SKILLS

Fenestration Associate
Property Condition Assessments
Leak Investigations
Roofing Surveys
ADA Compliance
Building Envelope Testing
Building Envelope Consulting
Design Document Review
LEED

EDUCATION

Bachelor of Science, Chemical Engineering, 2016, Missouri University of Science and Technology, Rolla, MO

PROFESSIONAL PROFILE

Mr. Macke has six+ years of experience in the facilities and building science and enclosure industry including building enclosure commissioning, LEED documentation, fenestration testing, leak investigation, and quality assurance. Additionally, he has experience in property condition assessments and ADA assessments and compliance. Mr. Macke serves as a Facilities Senior Associate for ECS Midwest, LLC.

PROJECT EXPERIENCE

- AdventHealth Lenexa City Center BE Testing, Lenexa, KS
- Load Testing Obama Presidential Center, Chicago, IL
- Aboussie Apartments, St. Louis, MO
- Columbia Housing Authority PCA, Columbia, MO
- MLS St. Louis City Soccer Stadium BE Testing, St. Louis, MO
- Facebook Data Center BE Testing, Papillion, NE; Altoona, IA
- South Lake View Plaza ADA, St. Louis, MO
- Wentzville Community Center Building Envelope Consulting/Testing and Building Enclosure Commissioning (BECx), Wentzville, MO
- Power Plex (St. Louis Mills Mall) PCA, Hazelwood, MO
- University of Toledo Student Housing PCA, ADA and HUD Assessment, Toledo, OH
- NGA West Campus BE Testing, St. Louis, MO
- St. Louis University Champions Center LEED/Building Enclosure Commissioning (BECx) Services/BE Testing, St. Louis, MO
- Ballwin Police Department Building Enclosure Consulting/Testing, Ballwin, MO
- Wentzville Public Works Facility Building Enclosure Consulting/ Testing, Wentzville, MO
- Numerous Cedarhurst Roof Inspections, IL, MO, KS
- Graduate Hotel Roof Inspections and Leak Investigation, IN, OH Clayton Road PCA, Clayton, MO
- McDonnel/Howdershell Shopping Center ADA Assessment, Hazelwood, MO
- Penn Services PCA, St. Louis, MO
- Northbrook Court Professional Plaza PCA, Northbrook, IL
- The Nines PCA, Creve Coeur, MO
- St. Vincent Women's Center Façade Inspection/Leak Investigation, Carmel, IN

LUKE MYERS

FACILITIES ASSOCIATE II

SKILLS

PCAs

Fall Protection System

Building Envelope

On-Site Observation

EDUCATION

Bachelor of Science, 2015, English, Southern New Hampshire University, Manchester, NH

PROFESSIONAL PROFILE

Mr. Myers' responsibilities include property condition assessments (PCAs), fall protection system inspections, building enclosure services consulting and testing services for existing buildings and new construction. Mr. Myers has experience involving building envelope integrity, particularly as it relates to building envelope performance with a focus on waterproofing, systems integration, and on site observation and testing.

PROJECT EXPERIENCE

- Wells Building, Water Penetration Testing, Milwaukee, WI
- UW Natatorium, Water Penetration Testing, Madison, WI
- Marquette University, Multiple Buildings, Milwaukee, WI
- Wehr Life Sciences, Roofing Bid Documents, Milwaukee, WI
- Wauwatosa Schools, Multiple Buildings, Milwaukee County, WI
- UW Natatorium, Dane, WI
- Marquette University Wehr Chemistry, Roofing Bid Docs, Milwaukee County, WI
- JY Collision Center, PCA, Chippewa Falls, WI
- 1331 Alabama Avenue, Multi-Family Residential PCA, Sheboygan, WI
- Lincoln at City Gate Centre, Building Enclosure Testing, DuPage, IL
- White Oak Portfolio, PCAs, Chardon, OH
- S145 S Wells, Chicago, IL
- Lincoln At CityGate Centre, Building Enclosure Testing, DuPage, IL
- Wehr Life Sciences, Roofing Bid Documents, Milwaukee County, WI
- Stratford at South Commons Condominiums, 2022 Annual, Chicago, IL
- SAIA, Truck Transfer Terminals of Various Sizes, Locations in KS, IN and OH
- Jiffy Lube, Oil Change and Car Wash Facilities, Multiple Locations in IL
- Streets of Woodfield, Large Scale Commercial Complex, Cook County, IL
- 3337 N. Southport Avenue, Commercial Property PCA, Chicago, IL
- Keystone Crossing, Fall Protection Survey, Indianapolis, IN
- Covington Federal Courthouse, Fall Protection Survey, Covington, KY
- Carrol Ave Condos, Cladding Replacement Study and Design, Cleveland, OH

KAITLYN CONNAUGHTON

FACILITIES ASSOCIATE I

SKILLS

PCAs

Building Envelope

On-Site Observation

EDUCATION

Associates Degree, 2022, Engineering Sciences, McHenry Community College, Crystal Lake, IL

PROFESSIONAL PROFILE

Ms. Connaughton serves as a Facilities Associate at ECS Midwest, LLC. Her responsibilities include property condition assessments (PCAs), fall protection system inspections, building enclosure services and consulting and testing services for existing buildings and new construction. During her time at ECS, Ms. Connaughton has gained experience involving field observation, testing, sampling and inspection of soils, aggregates, concrete, grout, masonry, asphalt, and structural steel placement. She is consistent and committed to communicating daily with site contractors, other technicians and project managers.

PROJECT EXPERIENCE

- 633 S LaSalle Street - Vibration Monitoring, Chicago, IL
- Volvo Dealership - Vibration Monitoring, Lisle, IL
- 355 E. Ohio Street - Fall Protection Evaluation, Chicago, IL
- Dett Elementary School - Vibration Monitoring, Chicago, IL
- 16514 106th Court - Property Condition Assessment, Orland Park, IL
- Central Presbyterian Church - Property Condition Assessment, New Lenox, IL
- 860 West Blackhawk - Load Testing, Chicago, IL
- 220 North Ada Street - Vibration Monitoring, Chicago, IL
- 3350 North Halsted Street - Property Condition Assessment, Chicago, IL
- Logistics I and II - Property Condition Assessment, Mokena, IL
- Jade Sterling Steel Co. Facilities - Property Condition Assessment, Twinsburg, OH
- Shedd Aquarium Renovations - Vibration Monitoring, Chicago, IL
- Argonne - Building Enclosure Testing, Lemont, IL
- Northeast Ohio Regional Sewer District: Big Creek Bank Stabilization and West Creek Stabilization - Pre-Construction Condition Survey, Brooklyn Heights, OH
- Golfview Apartments - Property Condition Assessment, Valparaiso, IN
- Empire Crossing Shopping Center - Property Condition Assessment, Bloomington, IL

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Appointment by Mayor Boyd to the Sustainability Commission - teen advisor position.**

ATTACHMENTS:

- Appointment Memo_Aug 2024 (DOCX)

Memo City of De Pere

To: City Council Members
From: James Boyd, Mayor
Subject: Appointment to the Sustainability Commission – Teen Advisor
Date: August 20, 2024 (meeting date)

I am submitting the following name for appointment at the August 20, 2024 meeting of the Common Council. I am asking you to please contact me in advance of the meeting if you should have an issue with the appointment.

Anna Metzler

I'm interested in serving on the Sustainability Committee. I am going into my junior year at De Pere High School. I feel as though this would a good opportunity for me to obtain more leadership skills as well as provide opportunity for service hours. I am planning to go to college for Business Administration and most organizations work with sustainable initiatives. This would provide me with experience for future jobs. I would be excited to learn more about what the City of De Pere's sustainable initiatives are and would hope to provide some suggestions from a teenager's perspective.

City of De Pere, Wisconsin

Request For Common Council Action

MEETING DATE:	**August 20, 2024**
DEPARTMENT:	**City Clerk**
FROM:	**Carey Danen**
SUBJECT:	**Future agenda items.**