Finance/Personnel Committee

Regular Meeting

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

Agenda

Tuesday, April 12, 2022 | **7:30 PM** | **Council Chambers and Virtual**

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Finance/Personnel Committee** of the City of De Pere will be held on **April 12, 2022** at **7:30 PM** in the **COUNCIL CHAMBERS, 2ND FLOOR CITY HALL, 335 S. BROADWAY STREET. DE PERE.**

The public may attend the meeting either in person in the Council Chambers or electronically/telephonically. Electronic or telephonic access to the meeting is provided below:

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

OR

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

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

Call to Order

1. Roll Call
2. Public comment upon matters not on the agenda. Comments made during the public comment period shall pertain only to matters under the jurisdiction of the Finance/Personnel Committee.§6-3(f) DPMC
3. Approval of the Minutes of the March 8, 2022 Regular Meeting of the Finance/Personnel Committee.
4. Fire Department Overtime and LifeQuest Services Billing Reports for March, 2022.
5. Consideration and Possible Action on the March 2022 Police Overtime Report.
6. Consideration of Request of the Chief of Police to authorize expenditure of $4,631 to Purchase SQL Server Licensing from the Unassigned Reserve Fund. *
7. Consideration and possible action on request from the Chief of Police to authorize expenditure of $38,800 to purchase patrol rifles from the Wisconsin Grant allocated to the De Pere Police Department. *
8. Consideration and Possible Action on Request from the Chief of Police to authorize expenditure of $9,978 to Purchase E-Bikes from the Wisconsin Grant Allocated to the De Pere Police Department. *
9. Recommendation and Possible Action to Amend City Policy Vacation Language to allow HR Director Ability to Negotiate an Additional Week of Vacation for New Hires as well as Promotions *
10. Recommendation and Possible Action to Add Martin Luther King Holiday for Non-Represented Employees*

11. Recommendation from the Board of Park Commissioners to Approve the following Changes to Adult Basketball League Program.*

    A. Provide a combination of officiated leagues with a team fee of $550.00 and non-officiated leagues with no team fee (no change to player fees).

    B. Increase wages from $30 to $40 per game for non-WIAA certified officials and from $35 to $45 per game for WIAA certified officials.

    C. Add a Court Supervisor position with a wage of $16 per game to supervise non-officiated games.

12. Consideration and Possible Action on Agreement with Card Connect for Credit Card Processing Services.*

13. Consideration and Possible Action on Recommendation for MSA Professional Services, Inc. to perform Grant Identification, Solicitation and Management Services.*

14. Consideration and Possible Action Regarding City Funded Infrastructure and Tax Incremental Financing for The Preserve, submitted by Preserve Development, LLC. (Parcels WD-D0035 and WD-D0034)*

15. Consideration and possible action for 2021 budget items carried forward to 2022.*

16. Review and possible action on City of De Pere Investments and Cash Detail report for February 2022.

17. Future agenda items.

18. Adjournment

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

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

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

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**April 12, 2022**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Approval of the Minutes of the March 8, 2022 Regular Meeting of the Finance/Personnel Committee.**

ATTACHMENTS:

- March 8, 2022 Minutes-DRAFT (PDF)

Finance/Personnel Committee

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

Regular Meeting

Draft Minutes

Tuesday, March 8, 2022 **7:30 PM** **Council Chambers and Virtual**

1. Call to Order. The meeting was called to order at 7:34 PM by Mayor James Boyd.

Attendee Name	Title	Status	Arrived
James Boyd	Mayor	Present	
Mike Eserkaln	Alderperson	Present	
Amy Chandik Kundinger	Alderperson	Present	
John Quigley	Alderperson	Present	
Kelly Ruh	Alderperson	Present	

Also Present: Finance Director Joe Zegers, City Attorney Judith Schmidt-Lehman, Assistant City Attorney Kristen Johnson, Battalion Chief Joseph Beard, Alderperson Daniel Carpenter and members of the public.
(Remote): Sanitarian Trista Groth, City Clerk Carey Danen, Health Director/Officer Deborah Armbruster, Development Services Director Daniel Lindstrom and Alderperson Dean Raasch.

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

The Mayor offered the audience, either in person or virtually, to speak on any item not on the agenda. No one requested to speak.

3. Approval of the Minutes of the February 8, 2022 Regular Meeting of the Finance/Personnel Committee.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Kelly Ruh, Alderperson
SECONDER:	John Quigley, Alderperson
AYES:	Boyd, Eserkaln, Kundinger, Quigley, Ruh

4. Consideration and Possible Action on the February 2022 Police Overtime Report

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Mike Eserkaln, Alderperson
AYES:	Boyd, Eserkaln, Kundinger, Quigley, Ruh

5. Fire Department Overtime and LifeQuest Services for March, 2022.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	John Quigley, Alderperson
SECONDER:	Kelly Ruh, Alderperson
AYES:	Boyd, Eserkaln, Kundinger, Quigley, Ruh

6. Consideration and possible action on copier lease for City Hall First Floor.*

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	Mike Eserkaln, Alderperson
AYES:	Boyd, Eserkaln, Kundinger, Quigley, Ruh

7. Discussion and Possible Action on the Request of Ald. Raasch to Consider Amending City Funding for City COVID Relief Programs.*

City Attorney Judith Schmidt-Lehman advised the Committee that the Memo in the agenda packet indicated that of the six programs created as funding mechanisms for COVID relief, three programs still have available funds. If the Committee would like to have funds restored to the Revolving Loan Fund (RLF), it would need to occur by resolution since that is how the relief programs were created; however, the Committee could recommend funds be restored to other account(s). Planning Department staff recommends funds go back to the RLF, unless the Common Council has another preferred use. A resolution to return the funds will be drafted by the Legal Department for Council approval. Alderperson Raasch advised he is attending virtually, and the Mayor explained that Judy had just summarized the memo in the agenda packet with the recommendation of a motion for a resolution to return the funds to the RLF. Alderperson Rassch agreed with this approach and said his intent for bringing this item forward was to look at other ways to utilize the remaining funds to support small businesses and he is satisfied to bring the discussion forward to Council.

Upon further discussion following Mayor Boyd's motion, Alderperson Chandik Kundinger asked that alternative recommendations for use of the funds be included for review and consideration by the Council. CA Schmidt-Lehman advised that a resolution to return funds to the RLF would be brought forward, with an accompanying memo setting out alternative uses for funds, and the Council could amend the resolution at that time, if desired. Mayor Boyd agreed with this approach as did Alderpersons Chandik Kundinger and Raasch.

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

8. Discussion and Possible Action Related to Noise Complaints and Potential Revisions to the Noise Ordinance.*

Assistant City Attorney (ACA) Johnson gave an overview of the information included in the packet by referencing her memo summarizing several recent and ongoing noise complaints, as well as a 2017 memo from the City Attorney; the City's ordinance is from 1974 and could use some updates or revisions. The current noise ordinance does not address the concerns being seen in the downtown and business parks. There is background information in the packet regarding the last five years of complaints. ACA Johnson further shared several options to address the issue: (1) hire a consultant - there are noise experts throughout the country who work with municipalities to perform ordinance review, testing and sampling work and make recommendations. In 2017, the Board of Health approved updating the noise ordinance in conjunction with the Zoning Code rewrite; (2) not hire consultant and work within the City’s current ordinance to revise/update; (3) determine if the building code could be amended to address some of the issues; and (4) review sample ordinances from other communities to model changes.

ADA Johnson further reported that she recently had conversations with a consultant located in Michigan, who gave some helpful advice; he did also indicate that the standard Uniform Building Code does not sufficiently address noise.

Mayor Boyd proposed the option of Committee discussion or public comment to occur first and suggested that the Committee discuss first. Mayor Boyd stated that the noise ordinance hasn't been updated since 1974 and should be looked at; he would like to use a consultant to get some insight. Although decisions cannot be made tonight, he would recommend seeking a consultant for more information. Alderperson Eserkaln advised that he has a personal connection to this issue and has tried to address it but would like to have an expert guide the resolution. Mayor Boyd indicated the intent is for everyone to coexist; he does not want to punish business and would like to work together to resolve. Alderperson Quigley agreed to the use of a consultant, and based upon conversations with a constituent, suggests that the ordinance include sounds coming off the river and blaring music. Alderperson Chandik Kundinger expressed that the goal is to provide workable guidelines for both businesses to thrive and residents to enjoy their homes.

Mayor Boyd made a Motion to open the meeting at 7:53 PM, seconded by Alderperson Eserkaln (both Alders Ruh and Eserkaln seconded simultaneously). Motion carried by unanimous vote.

Ron Manning spoke first and expressed his appreciation to the Committee for looking at the ordinance and for reviewing his packet of information. He hopes the process includes consideration of common wall situations and added that he believes his business is currently disadvantaged and his property is worth less due to these issues and appreciates having a consultant assist with resolution.

Carla Nicks spoke next, stating that she is addressing concerns different from her husband and their complaints and phone calls have repeatedly been made to the City due to noise as a result of a business park being located in the middle of the city. She recalls a specific telephone call that was made back in 2010. The noise is heard at all different levels at all hours and limits their ability to enjoy their home, especially outdoor space.

Joe Nicks then spoke, indicating that he resides a few blocks south of college and the noise in his neighborhood has been going on for a long time; it is a constant noise that modulates and is sometimes at a higher frequency. The noise is enough to wake him from sleep and disrupts his quality of life. He monitors the noise with a decibel reader on his cell phone; the City's current ordinance is 64 decibels for daytime and during the night is 60; the noise is annoying, but not to the limit. Calls to the City have occurred for a long time and complaints have been ignored. Mr. Nicks also believes the penalty provisions are not sufficient to be a deterrent for noise and does not believe the current ordinance has ever been enforced. In conclusion, he would like the City to adopt an ordinance that is appropriate and then enforce it and suggests hiring a consultant or modeling an ordinance after the noise ordinance of La Crosse.

Mary Baeten spoke last advising the Committee that she rents business space at 310 North Wisconsin and a nearby restaurant plays music at volumes which causes items in her office to vibrate. She would like to see the ordinance address the effects she is experiencing due to the volume of music played. She finds it frustrating that she is paying rent for an office space and cannot work from there due to noise.

Mayor Boyd moved to return to regular session at 8:07 PM; seconded by Alderperson Chandik Kundinger. ACA Johnson added that while the City should have an ordinance that can address some of these situations, there are options that can be considered for enforcement, such as disorderly conduct or public nuisance. She agreed that the situations presented are not adequately addressed in the current ordinance.

Mayor Boyd expressed his appreciation to everyone for the input and advised that although the ordinance will take some time to rewrite, he does appreciate the input of the residents present. He then made a Motion to refer this item back to staff to seek proposals for a consultant; seconded by Alderperson Eserkaln.

Following the unanimous vote on this item, City Attorney Schmidt-Lehman advised the Committee that the Law Department, with assistance of the Health Department, will prepare a Request For Proposal to solicit noise consultants including some of those mentioned during discussion of this item (and several others), with a staff recommendation being brought forward to a future meeting, as well as discussion to occur on possible funding sources versus whether this item should be budgeted for 2023.

RESULT:	**REFERRED BACK TO STAFF [UNANIMOUS]**
	Next: 5/10/2022 7:30 PM
MOVER:	James Boyd, Mayor
SECONDER:	Mike Eserkaln, Alderperson
AYES:	Boyd, Eserkaln, Kundinger, Quigley, Ruh

9. Consideration and Possible Action on Division of Public Health DPH Contract #47645-5 Modification*

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	James Boyd, Mayor
SECONDER:	John Quigley, Alderperson
AYES:	Boyd, Eserkaln, Kundinger, Quigley, Ruh

10. Review and possible action on City of De Pere Investments and Cash Detail report for January 2022.

Finance Director Zegers advised that as of January 31, the City had a $4 million balance in checking (City $1.8 million, Health $2, Dental $100,000). Investment losses continued due to market depreciation. For next month's meeting, he is planning to have a report from representatives of Associated and Charles Schwab on target investment returns and trends. The City has $18.8 million in a money market account from tax collection; this is remaining from the $36 million of tax money collected by the City (less the shares to the schools and taxing jurisdictions). The money market is drawing better interest at this point. Over the last four years, the rates of return are 1.55 percent for Associated and 1.84 percent for Schwab. Mayor Boyd made a Motion to place the report on file; seconded by Alderperson Chandik Kundinger.

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

11. Future agenda items.

None.

12. Adjournment

Mayor Boyd made a Motion to Adjourn, seconded by Alderperson Chandik Kundinger; upon unanimous vote, the meeting adjourned at 8:17 PM.

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

Respectfully submitted,
Angela Zills

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**April 12, 2022**
DEPARTMENT:	**Fire Department**
FROM:	**Lea Taylor**
SUBJECT:	**Fire Department Overtime and LifeQuest Services Billing Reports for March, 2022.**

ATTACHMENTS:

- FIRE DEPT OT REPORT_MARCH 2022 (PDF)

DE PERE FIRE RESCUE

OVERTIME BREAKDOWN BY REASON FOR THE YEAR 2021

REASON	Jan.*	Feb.**	Mar. ***	Apr.+	May++	June+++	July^	Aug.^^	Sept.^^^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	33.00	33.00	45.00	48.75	54.00	22.50	78.00	75.00	60.25	33.00	6.00	54.00	542.50
EMS TRAINING	81.25	108.50	123.50	67.00	8.75	25.50	0.00	0.00	94.00	143.25	104.00	113.25	869.00
FIRE TRAINING	0.00	0.00	64.75	4.50	16.25	45.00	6.00	53.00	67.50	51.50	12.75	21.50	342.75
RESCUE CALLS	1.25	17.00	6.00	1.75	5.50	7.50	5.25	4.50	6.00	6.00	7.00	3.00	70.75
FIRE CALLS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	5.50	0.00	4.00	0.00	9.50
MEETINGS	4.50	24.00	58.00	35.50	24.00	0.00	0.00	0.75	108.00	0.00	1.50	6.75	263.00
STAFFING REP.	36.00	62.25	36.00	36.00	141.75	0.00	580.25	500.50	409.50	213.00	673.75	315.75	3,004.75
MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	3.50	0.00	0.00	0.00	3.50
PUB. ED.	12.25	0.00	1.50	4.50	0.00	12.25	3.50	0.00	9.00	12.75	1.50	0.00	57.25
SPECIAL EVENTS	5.50	70.50	146.75	102.25	68.50	82.25	15.00	55.25	31.25	47.75	53.25	34.50	712.75
# FIRE RUNS	33	24	30	42	21	41	32	41	21	26	23	23	357.00
# EMS RUNS	195	174	208	177	230	232	235	247	252	230	227	257	2,664.00
DISPATCH ERRORS	5	4	2	3	1	3	2	6	1	4	2	5	38.00
TOTAL HRS.	173.75	315.25	481.50	300.25	318.75	195.00	688.00	689.00	794.50	507.25	863.75	548.75	5,875.75

Special Events included in Overtime

Total Overtime Budget $110,000, Expenditures through January 4, 2022, $114,710, 104%

*Period: 12/26/2020-1/22/2021
**Period: 1/23/2021-2/19/2021
***Period: 2/20/2021-4/02/2021
+Period: 4/03/2021-4/30/2021
++Period: 5/1/2021-5/28/2021
+++Period: 5/29/2021-6/25/21
^Period: 6/26/21-07/23/21
^^Period: 7/24/21-8/20/21
^^^Period: 8/21/21-10/1/21
#Period: 10/2/21-10/29/21
##Period: 10/30/21-11/26/21
###Period: 11/27/21-12/24/21

OVERTIME BREAKDOWN BY REASON FOR THE YEAR 2022

REASON	Jan.*	Feb.**	Mar. ***	Apr.+	May++	June+++	July^	Aug.^^	Sept.^^^	Oct.#	Nov.##	Dec.###	TOTAL
DUTY CREW	66.75	29.75	15.00										111.50
EMS TRAINING	162.75	193.00	146.50										502.25
FIRE TRAINING	50.00	7.75	59.25										117.00
RESCUE CALLS	11.25	12.75	18.25										42.25
FIRE CALLS	0.00	2.00	4.50										6.50
MEETINGS	5.00	21.50	15.75										42.25
STAFFING REP.	232.50	139.75	387.50										759.75
MAINTENANCE	0.00	0.00	0.50										0.50
PUB. ED.	0.00	5.50	0.00										5.50
SPECIAL EVENTS	11.00	17.00	10.25										38.25
# FIRE RUNS	35	31	35										101.00
# EMS RUNS	252	199	252										703.00
DISPATCH ERRORS	3	1	1										5.00
TOTAL HRS.	539.25	429.00	657.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,625.75

Special Events included in Overtime

Total Overtime Budget $110,000, Expenditures through April 4, 2022, $37,482, 34%

*Period: 12/24/21-01/21/22
**Period: 01/22/22-02/18/22
***Period: 02/18/22-04/01/22
+Period:
++Period:
+++Period:
^Period:
^^Period:
^^^Period:
#Period:
##Period:
###Period:

DE PERE FIRE RESCUE
OVERTIME CAUSED BY SICK LEAVE
MARCH, 2022

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
2/19/2022	12	18
2/22/2022	12	18
2/23/2022	9	13.5
3/6/2022	24	36
3/14/2022	24	36
3/16/2022	24	36
3/18/2022	52	78
3/23/2022	41	62
TOTAL	198	297.5

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

**Pay periods 02/19/2022 - 04/01/2022

DE PERE FIRE RESCUE
STRUCTURAL FIRE "STILL" ALARMS FOR MARCH, 2022

Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
3/3/2022	Claude Allouez Bridge	Ice Rescue	C102, C102, BC111, BT111, A111, A112, A121, E111	Investigate	Ashwaubenon
3/4/2021	NB I41/Main	Possible vehicle fire	BC111, E121	Dispatched and canceled en route	Lawrence & Wrightstown
3/4/2022	934 Estes Drive	Carbon monoxide incident	E121	Investigate	N/A
3/5/2022	1313 Lawrence Drive	Alarm sounded, due to malfunction	E121	Investigate	N/A
3/5/2022	778 Glory Road (Village of Ashwaubenon)	Possible structure fire	BC111, L111	Dispatched and canceled en route	N/A
3/7/2022	2287 Samantha Street	Carbon monoxide incident	E121	Investigate	N/A
3/8/2022	412 N. Good Hope Road	Smoke or odor removal	BC111, E111	Investigate	N/A
3/11/2022	100 Bock Reid/5th Streets	Outside stationary compactor trash fire	C103, BC111, E111, E121	Extinguishment by fire service personnel, salvage and overhaul	N/A
3/13/2022	Orlando Road/S Pine Tree (Village of Hobart)	Possible structure fire	BC111, E111	Dispatched and canceled en route	N/A
3/13/2022	1901 Ridgeway Drive	Chimney or flue fire, confined to chimney	BC111, E111	Extinguishment by fire service personnel, ventilate	Ashwaubenon, Green Bay & Ledgeview
3/14/2022	1550 Arcadian Lane (Village of Ledgeview)	Smoke or odor removal	BC111, L111	Investigate	N/A
3/19/2022	1882 Commerce Drive	Alarm sounded, due to malfunction	BC111, E111	Investigate	N/A
3/20/2022	1380 Scheuring Road	Carbon monoxide detector activation, due to malfunction	BC111, E121	Restore fire alarm system	N/A
3/20/2022	Lawrence/Burgoyne	Unauthorized burning	BC111	Refer to proper authority	N/A
3/20/2022	1751 W. Matthew Drive	Alarm system sounded, due to malfunction	BC111, E121	Restore fire alarm system	N/A
3/20/2022	2812 Viking Drive (Village of Ashwaubenon)	Structure fire	BC111, L111	Dispatched and canceled en route	N/A
3/22/2022	800 Main Avenue	Passenger vehicle fire	BC111, E121	Fire out on arrival	N/A
3/23/2022	2150 American Blvd.	Sprinkler activation, no fire, unintentional	BC111, E121	Investigate	N/A

Date	Incident Location	Reported Situation	Units Dispatched	Disposition	Mutual Aid Received
3/27/2022	2485 South Point Road (Village of Ashwaubenon)	Building fire	BC111, L111	Standby	N/A
3/29/2022	1891 Commerce Drive	Sprinkler activation, no fire, unintentional	BC111, E111	Investigate	N/A
3/30/2022	1212 Enterprise Drive	Alarm system sounded, due to malfunction	BC111, E111	Investigate	N/A
3/30/2022	1294 N. Crown Court	Local alarm system, malicious false alarm	BC111, E111	Investigate	N/A
3/30/2022	670 Main Avenue	Steam, vapor, fog or dust thought to be smoke	BC111, E111, E121	Investigate	Ashwaubenon, Hobart & Lawrence
3/30/2022	2217 Samantha Street	Alarm sounded, due to malfunction	BC111, E121	Investigate	N/A
3/31/2022	1121 S. Broadway (City of Green Bay)	Structure fire	L111	Dispatched and canceled en route	N/A
3/31/2022	311 N. Eighth Street	Smoke or odor removal	E121	Investigate	N/A

LIFEQUEST MEDICAL BILLING - 2022
MONTHLY REPORT

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE
CHARGES	194,947	238,610	232,561			
PAYMENTS	65,007	86,624	100,069			
CREDIT ADJUSTMENTS	71,686	112,752	116,930			

	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
CHARGES						
PAYMENTS						
CREDIT ADJUSTMENTS						

Payments to LifeQuest	
January	3,354
February	5,888
March	6,470
April	
May	
June	
July	
August	
September	
October	
November	
December	
Total Paid	$15,712

**See attached details

City Of De Pere

Income and Expenditures

March 2022

All Phases

Charges		Billing	Collection	Total
Billing Charges / Collection Placements		$208,319.00	$24,241.81	$232,560.81
Other	+	$0.00	$0.00	$0.00
Subtotal of Charges		**$208,319.00**	**$24,241.81**	**$232,560.81**
Account Transfers		**$11,987.20**	**$12,254.61**	**$24,241.81**
Credit Summary				
Total Credits		**$204,172.82**	**$13,091.59**	**$217,264.41**
Less Adjustments	-	$116,908.25	$22.00	$116,930.25
Less Delinquent Closed Accounts Reconciliation	-	$0.00	$1,509.02	$1,509.02
Less Overpayments	-	$(1,116.51)	$(127.16)	$(1,243.67)
Gross Payments Received		**$88,381.08**	**$11,687.73**	**$100,068.81**
Plus Overpayment Returns	+	$(624.91)	$(127.16)	$(752.07)
Net Payments Received		**$87,756.17**	**$11,560.57**	**$99,316.74**
Less Payments Kept By Service	-	$3,674.00	$41.24	$3,715.24
Total Deposits Reconciliation		**$84,082.17**	**$11,519.33**	**$95,601.50**
Summary of Disbursement				
Total Deposits & Payments Kept By		$87,756.17	$11,560.57	$99,316.74
Plus Overpayment Refunds	+	$(491.60)	$0.00	$(491.60)
Gross Revenue		**$87,264.57**	**$11,560.57**	**$98,825.14**
LifeQuest Fee		$3,926.91	$2,543.32	$6,470.23
Plus Probate Fees	+	$0.00	$0.00	$0.00
Other / Fees		-	-	$0.00
Total Due LifeQuest **Check #** **EFT**		**$3,926.91**	**$2,543.32**	**$6,470.23**
Service Revenue		$83,337.66	$9,017.25	$92,354.91
Less Payments Kept By Service	-	$3,674.00	$41.24	$3,715.24
Less Service Payable	-	$0.00	$0.00	$0.00
Less Probate Fees	-	$0.00	$0.00	$0.00
Other / Fees		$0.00	$0.00	$0.00
Total Due Service **Check #** **EFT**		**$79,663.66**	**$8,976.01**	**$88,639.67**

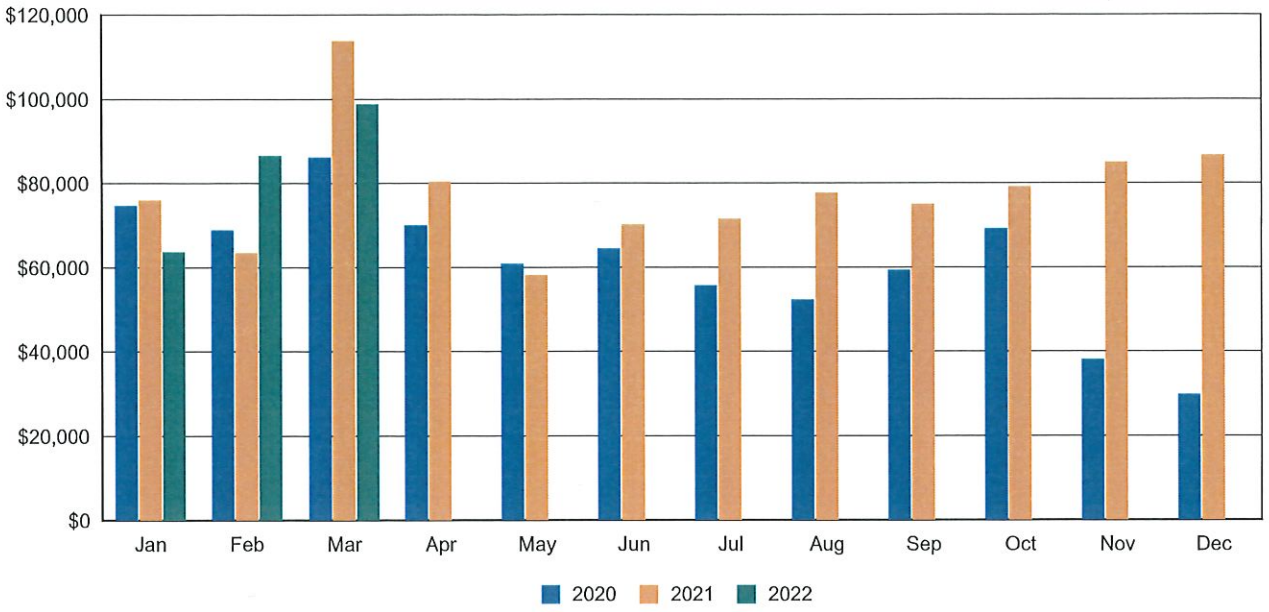
Messages:

Total Deposits EOM differ from bank statement by $377.16 due to $250.00 returned deposit, $28.51 ACH return and $98.65 ACH return now posted eli 4.1.22

All Phases Gross Revenue

City of De Pere

January 2020 to March 2022



	2020	2021	2022
January	$74,735	$76,068	$63,841
February	$68,980	$63,602	$86,624
March	$86,226	$113,896	$98,825
April	$70,107	$80,392	$0
May	$61,059	$58,325	$0
June	$64,610	$70,239	$0
July	$55,803	$71,566	$0
August	$52,414	$77,763	$0
September	$59,470	$75,107	$0
October	$69,260	$79,194	$0
November	$38,169	$85,024	$0
December	$29,842	$86,681	$0
Total Gross Revenue	**$730,674**	**$937,858**	**$249,291**

City Of De Pere

Billing Summary

March 2022

Phase 1

Charges			
Billing Charges		$208,319.00	
Other	+	$0.00	
Subtotal of Charges			**$208,319.00**
Account Transfers			
Billing to Collections Transfer Total			**$11,987.20**
Credit Summary			
Total Credits		$204,172.82	
Less Adjustments	-	$116,908.25	
Less Overpayments	-	$(1,116.51)	
Gross Payments Received			**$88,381.08**
Plus Overpayment Returns	-	$(624.91)	
Net Payments Received			**$87,756.17**
Less Payments Kept By Service	-	$3,674.00	
Total Deposits Reconciliation			**$84,082.17**
Summary of Disbursement			
Total Deposits & Payments Kept By		$87,756.17	
Plus Overpayment Refunds	+	$(491.60)	
Gross Revenue			**$87,264.57**
LifeQuest Fee		$3,926.91	
Plus Probate Fees	+	$0.00	
Total Due LifeQuest **Check #** **EFT**			**$3,926.91**
Service Revenue		$83,337.66	
Less Payment Kept By Service	-	$3,674.00	
Less Service Payable	-	$0.00	
Less Probate Fees	-	$0.00	
Other / Fees	-	$0.00	
Total Due Service **Check #** **EFT**			**$79,663.66**

Messages:

Legend:

Charges - Other: Includes insurance interest, transaction fees, probate fees

Credit Summary - Less Overpayments: Includes recoupments, refunds, returns, service payables

Credit Summary - Plus Overpayment Returns: Includes NSF/bank returned type payments

4.a

Receivables Distribution Report

Receivables Cash

All Companies **All Directories**

Charges	Apr 2021	May 2021	Jun 2021	Jul 2021	Aug 2021	Sep 2021	Oct 2021	Nov 2021	Dec 2021	Jan 2022	Feb 2022	Mar 2022	Totals
Apr 2021	7082	27529	15501	2954	544	401	672	236	1741	560	100	50 $	57371
115290	6.1	23.9	13.4	2.6	0.5	0.3	0.6	0.2	1.5	0.5	0.1	0 %	49.8
May 2021		4433	35909	17506	5273	2487	300	0	0	0	0	0 $	65908
125663		3.5	28.6	13.9	4.2	2	0.2	0	0	0	0	0 %	52.4
Jun 2021			6181	35707	14652	7508	4306	0	294	75	0	0 $	68723
139070			4.4	25.7	10.5	5.4	3.1	0	0.2	0.1	0	0 %	49.4
Jul 2021				9919	42814	14242	4691	2516	-29	730	0	355 $	75237
152022				6.5	28.2	9.4	3.1	1.7	0	0.5	0	0.2 %	49.5
Aug 2021					10656	37960	17163	7929	2229	1155	0	69 $	77161
151972					7	25	11.3	5.2	1.5	0.8	0	0 %	50.8
Sep 2021						4774	44094	24792	9276	1717	804	340 $	85796
164710						2.9	26.8	15.1	5.6	1	0.5	0.2 %	52.1
Oct 2021							1134	45646	22761	4364	3335	2586 $	79826
163659							0.7	27.9	13.9	2.7	2	1.6 %	48.8
Nov 2021								3959	40835	17913	3697	1924 $	68328
132474								3	30.8	13.5	2.8	1.5 %	51.6
Dec 2021									1414	31245	22778	12048 $	67485
143477									1	21.8	15.9	8.4 %	47
Jan 2022										2238	43253	17934 $	63425
187266										1.2	23.1	9.6 %	33.9
Feb 2022											1738	40455 $	42194
159686											1.1	25.3 %	26.4
Mar 2022												10888 $	10888
180846												6 %	6

Averages	1st Mo	2nd Mo	3rd Mo	4th Mo	5th Mo	6th Mo	7th Mo	8th Mo	9th Mo	10th Mo	11th Mo	12th Mo
Extended	3.5	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>	<NA>
Weighted	3.5	26	12.6	4.5	1.7	0.5	0.2	0.1	0.4	0.1	0	0

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: **April 12, 2022**

DEPARTMENT: **Police**

FROM: **Jeremy Muraski**

SUBJECT: **Consideration and Possible Action on the March 2022 Police Overtime Report.**

The overtime (OT) report covers the month of March 2022. March overtime was approximately 30 hours higher than March of 2021.

Officer Sick Relief OT consisted of 40.5 hours, up from 18.75 months in February. Training and Court Time OT was also slightly higher than in February.

Staffing Level OT accounted for 149.25 hours. This may be due, in part, to one officer being absent for Air National Guard Basic Training for part of the month.

I have created a new trend chart to include with the attachments that helps visualize the OT Report information and that is included in the attachments.

ATTACHMENTS:

- 2020 PD OT Summary (PDF)
- 2021 PD OT Report Summary (PDF)
- 03 March 2022 PD OT Report (PDF)
- 03 March 2022 Trend Report (PDF)

DEPEER EPOLICE DEPARTMENT
OVERTIMEBY REASON
2020

REASON	JAN *	FEB **	MAR ***	APR +	MAY ++	JN ^	JL #	AUG ##	SEPT ^^	OCT ^^^	NOV *+	DEC *+*	TOTAL
OFFICER SICK REL EF	90.75	25.50	18.00		10.25	6.50	0.00	20.00	27.50	42.25	61.50	60.00	362.25
OFFICER WORKED ON HOLIDAY	92.75	12.00	12.00	25.75	48.50	8.00	69.25	4.00	108.00	18.00	53.50	96.75	548.50
OFFICER FOR COURT	60.00	4.00	7.00	5.00		3.00	8.00	5.50	7.75	4.00	4.00	2.00	110.25
OFFICER TRAINING	38.50	119.75	56.00	20.00		146.00	104.25	48.25	78.50	142.50	97.00	39.00	889.75
OFFICER REL EF FOR FUNERAL													0.00
OFFICER ATTEND MEETING		2.00	2.00								1.50	4.50	10.00
STAFFING LEVEL	285.50	107.25	99.00	54.25	42.50	154.50	225.25	279.00	243.50	304.25	94.75	142.75	2032.50
INVESTIGATION	22.50	7.50	32.25	28.25	36.25	25.50	70.75	43.25	74.25	57.25	32.50	32.50	462.75
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	27.75	29.25	13.75					14.00	14.25	16.00	8.00	33.75	156.75
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED	4.50	14.00								3.25	55.00		76.75
MISCELLANEOUS	15.25	14.25	24.75	5.75	48.00	58.00	2.00	5.75	12.75	27.00	11.00		224.50
MISCELLANEOUS REIMBUSED	11.50	42.25	18.50	12.25	5.75	4.00	31.50	4.00	18.75	11.00	5.75	20.75	186.00
GROSS OFFICER OVERTIME	649.00	377.75	283.25	151.25	191.25	405.50	511.00	423.75	585.25	625.50	424.50	432.00	5060.00
SUBTOTAL REIMBURSED OVERTIME	(43.75)	(85.50)	(32.25)	(12.25)	(5.75)	(4.00)	(31.50)	(18.00)	(33.00)	(30.25)	(68.75)	(54.50)	(419.50)
NET OFFICER OVERTIME	**605.25**	**292.25**	**251.00**	**139.00**	**185.50**	**401.50**	**479.50**	**405.75**	**552.25**	**595.25**	**355.75**	**377.50**	4640.50

TOTAL OVERTIME BUDGET : $ 175,000.00
EXPENDITURES THROUGH 12/31/2020 $ 236,439.64
PERCENT OF TOTAL BUDGET : 135%

NOTES:

*Period 12/28/2019 -1/24/2020
**Period 1/25/2020 -2/21/2020
***Period 2/22/2020 -4/3/2020
+Period 4/4/2020 -4/30/2020
++Period 5/1/2020 -5/31/2020
^Period 6/1/2020 -6/30/2020
#Period 7/1/2020 -7/31/2020
##Period 8/1/2020 -8/31/2020
^^Period 9/1/2020 -9/30/2020
^^^Period 10/1/2020 -10/31/2020
*+Period 11/1/2020 -11/30/2020
*+*Period 12/1/2020 -12/31/2020

Additional Notes:
Changing from Payroll Period Reporting to Monthly Reporting beginning May 1, 2020.

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2021

REASON	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
OFFICER SICK RELIEF	24.75	11.50	21.50	39.50	11.50		21.25	15.25	3.00	16.00		37.75	202.00
OFFICER WORKED ON HOLIDAY	94.00	16.50		30.00	66.00	4.00	61.00	20.00	117.25		61.50	114.25	584.50
OFFICER FOR COURT	2.75	4.00	16.00	10.00	2.00	14.00	9.00	18.00	12.25	8.00	10.00	6.00	112.00
OFFICER TRAINING	73.00	71.25	82.50	33.25	128.25	55.25	26.75	45.50	131.50	110.50	130.25	28.25	916.25
OFFICER RELIEF FOR FUNERAL			6.75										6.75
OFFICER ATTEND MEETING		7.75		1.00	15.50	7.75	11.25	13.50			7.75		64.50
STAFFING LEVEL	144.25	96.50	124.50	124.25	275.00	256.50	265.00	229.25	137.50	124.75	88.00	167.00	2032.50
INVESTIGATION	68.50	52.50	47.00	28.50	49.75	50.25	64.75	68.25	47.75	52.00	37.75	26.00	593.00
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	28.75	21.25	11.75	42.50	25.50	22.25		18.00	63.75	82.50	9.50	26.00	351.75
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT	34.50			2.00	60.00								96.50
SPECIAL ASSIGNMENT REIMBURSED							2.00	20.50	6.00	18.00	26.50		73.00
MISCELLANEOUS	11.25	5.25	1.00	8.75	3.25	35.50		5.50	14.25	15.00	19.00	12.00	130.75
MISCELLANEOUS REIMBUSED			21.50	26.25	19.50	1.00		33.50	16.25	11.75	11.25	35.00	176.00
GROSS OFFICER OVERTIME	481.75	286.50	332.50	346.00	656.25	446.50	461.00	487.25	549.50	438.50	401.50	452.25	5339.50
SUBTOTAL REIMBURSED OVERTIME	(28.75)	(21.25)	(33.25)	(68.75)	(45.00)	(23.25)	(2.00)	(72.00)	(86.00)	(112.25)	(47.25)	(61.00)	(600.75)
NET OFFICER OVERTIME	**453.00**	**265.25**	**299.25**	**277.25**	**611.25**	**423.25**	**459.00**	**415.25**	**463.50**	**326.25**	**354.25**	**391.25**	4738.75

***TOTAL OVERTIME BUDGET: $ 175,000.00**
EXPENDITURES THROUGH 12/31/2021 $ 202,559.08
PERCENT OF TOTAL BUDGET: 116%

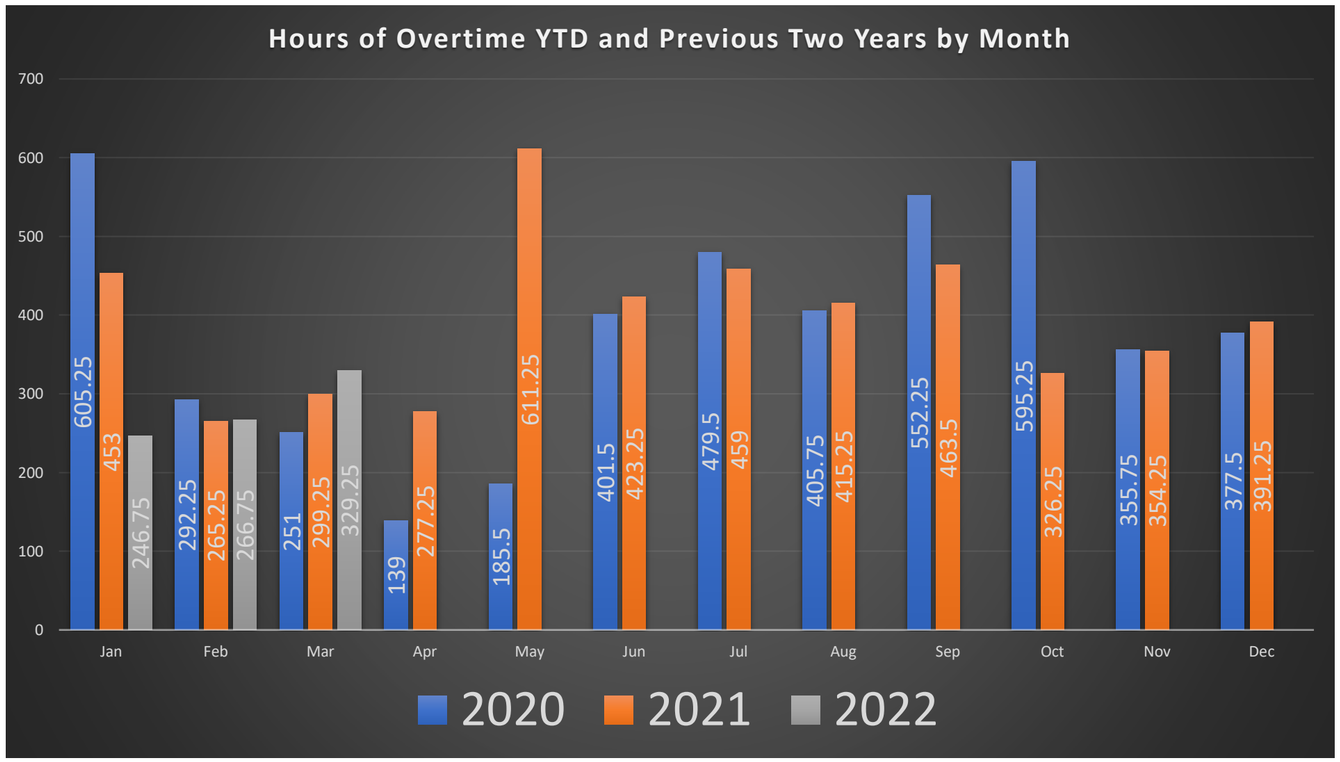
DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2022

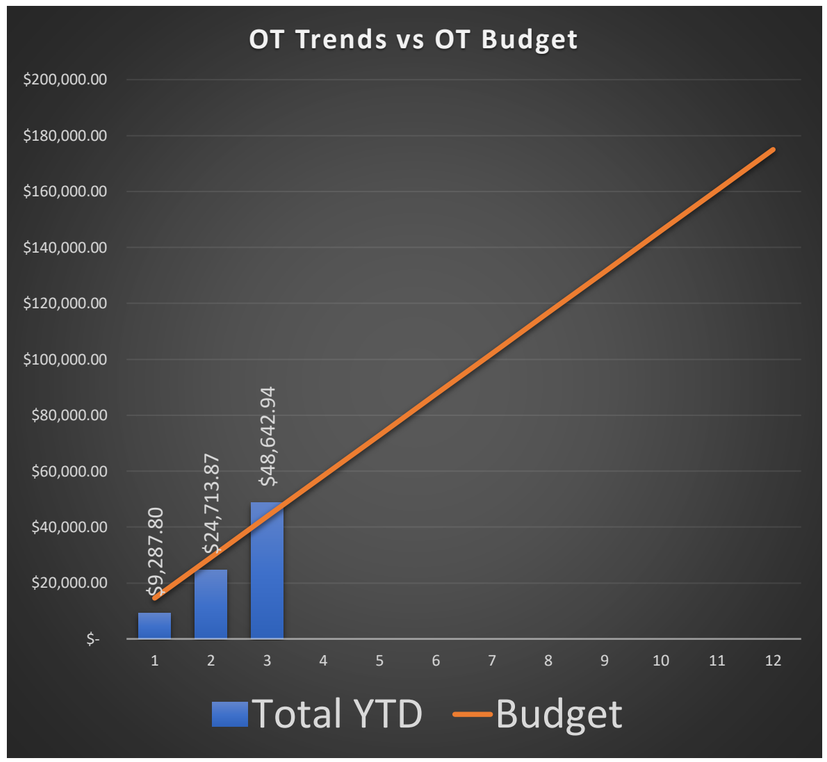
REASON	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEPT	OCT	NOV	DEC	TOTAL
OFFICER SICK RELIEF	29.25	18.75	40.50										88.50
OFFICER WORKED ON HOLIDAY	58.25	9.75	8.00										76.00
OFFICER FOR COURT	8.00	12.50	23.00										43.50
OFFICER TRAINING	63.25	32.50	53.75										149.50
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING		21.25	2.75										24.00
STAFFING LEVEL	55.50	126.50	149.25										331.25
INVESTIGATION	31.00	34.25	38.50										103.75
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	26.25	49.50	20.50										96.25
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED		9.75											9.75
MISCELLANEOUS	1.50	11.25	13.50										26.25
MISCELLANEOUS REIMBUSED	23.25	57.25	37.50										118.00
GROSS OFFICER OVERTIME	296.25	383.25	387.25	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1066.75
SUBTOTAL REIMBURSED OVERTIME	(49.50)	(116.50)	(58.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(224.00)
NET OFFICER OVERTIME	**246.75**	**266.75**	**329.25**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	842.75

TOTAL OVERTIME BUDGET: $ 175,000.00
EXPENDITURES THROUGH 04/08/2022 $ 48,642.94
PERCENT OF TOTAL BUDGET: 28%

PD Overtime Trends Report

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Yearly Hours	Total Yearly Expend	Total OT Budget
2020	605.25	292.25	251	139	185.5	401.5	479.5	405.75	552.25	595.25	355.75	377.5	4640.5	$ 236,436.94	$ 175,000.00
2021	453	265.25	299.25	277.25	611.25	423.25	459	415.25	463.5	326.25	354.25	391.25	4738.75	$ 202,559.08	$ 175,000.00
2022	246.75	266.75	329.25										842.75	$ 48,642.94	$ 175,000.00
Total YTD	$ 9,287.80	$ 24,713.87	$ 48,642.94												
% of Budget	5%	14%	28%												
Budget	$ 14,583.33	$ 29,166.66	$ 43,749.99	$ 58,333.32	$ 72,916.65	$ 87,499.98	$ 102,083.31	$ 116,666.64	$ 131,249.97	$ 145,833.30	$ 160,416.63	$ 174,999.96			





City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**April 12, 2022**
DEPARTMENT:	**Police**
FROM:	**Jeremy Muraski**
SUBJECT:	**Consideration of Request of the Chief of Police to authorize expenditure of $4,631 to Purchase SQL Server Licensing from the Unassigned Reserve Fund. ***

Due to unforeseen circumstances, the police department has a time-sensitive need for increased use of the City of De Pere SQL Database server. The circumstances were not known at the time the budget was approved. The cost of the server licensing would be $4,631. The attached memo explains in greater detail.

ATTACHMENTS:

- Request for SQL Server Licensing (PDF)

DE PERE
POLICE DEPARTMENT

325 S. Broadway
De Pere, WI 54115
920-339-4079

Jeremy A. Muraski
Chief of Police

To: Finance and Personnel Committee, De Pere City Council

From: Jeremy A. Muraski, Chief of Police

Date: April 3, 2022

Subject: Request for $4,631 from Unassigned Reserve Funds – SQL Server Licensing

The De Pere Police Department (DPPD) has until now been utilizing a server operated by Brown County to house all of our historical Records Management System (RMS) data as well as our database for all traffic crash reports and traffic citations (TraCs). We were very recently informed that the county will no longer be paying to maintain that old database server and that we need to find a new server to host our databases. They have asked that we move our data off of the server by the end of April.

We currently do have one City of De Pere database server, but it is currently using a basic license for a SQL Server. We met with IT Director Steve Massey and he confirmed that our database server had plenty of "horsepower" and storage capacity to handle moving these two databases to a new home on our City of De Pere server. Unfortunately, in order to do this we would need to upgrade the software license that we have from a basic SQL Server license to an "Enterprise" level license. This comes with a cost of $4,631.

This enterprise license would need to be periodically renewed at a recommended interval of 3-5 years at a similar cost, however, those costs could be accounted for in future ongoing budget requests. Because this cost was unknown when the 2022 budget was created and approved, and because we need to move the data quickly to ensure continuity of operations, I am requesting $4,631 from undesignated reserves. The ability to write crash reports and traffic citations are both mission-critical applications that we use on a daily basis, so I am hopeful this request could be approved by the finance committee and the full city council in the near future.

Thank you for your time and consideration.

Jeremy A. Muraski, Chief of Police

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**April 12, 2022**
DEPARTMENT:	**Police**
FROM:	**Jeremy Muraski**
SUBJECT:	**Consideration and possible action on request from the Chief of Police to authorize expenditure of $38,800 to purchase patrol rifles from the Wisconsin Grant allocated to the De Pere Police Department. ***

The City of De Pere Police Department has been allocated a grant from the State of Wisconsin in the amount of $56,452.50. We are seeking authorization to purchase patrol rifles and related equipment at a cost of $38,800 from that grant fund. A full justification memo is attached.

ATTACHMENTS:

- Request for Patrol Rifles (PDF)

DE PERE
POLICE DEPARTMENT

325 S. Broadway
De Pere, WI 54115
920-339-4079

Jeremy A. Muraski
Chief of Police

To: Finance and Personnel Committee, De Pere City Council

From: Jeremy A. Muraski, Chief of Police

Date: April 3, 2022

Subject: Request for Authorization to Spend $38,800 for Patrol Rifles from the $56,452.50 Grant Allocated to the De Pere Police Department

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The De Pere Police Department (DPPD) has identified a high priority need to replace outdated, unreliable, and old patrol rifles that are ill equipped. The rifles are more than 20 years old, and originally came from government surplus where they had seen previous use. They are in poor repair in many cases, parts are not readily available, the rifles are not standard across the inventory, and they do not have any aim assist devices, relying only on open sights. There have been instances where the rifles have malfunctioned or come apart during training exercises. In some cases tactical flashlights and their switches are held in place with electrical tape. It is widely recommended that patrol rifles be standardized across an agency so that officers are familiar with the weapon (they should be universal).

Further, it is highly desirable to equip modern patrol rifles with aim assist devices (an optical sight) that has demonstrated that officers have a much higher degree of accuracy and confidence in the use of the rifle. This is particularly important in responses to school shootings or workplace shootings where officers may encounter shooters and groups of victims in the same area and need to ensure a high degree of accuracy to minimize risks to those we are trying to protect while successfully engaging the threat to stop them from shooting more victims.

We are therefore requesting approval to spend $38,800 to replace and standardize all department patrol rifles, to purchase 4 gun safes, and to equip the rifles with aim assist devices, ambidextrous sling straps, and lights. This expenditure would also allow us to have 2 spare rifles that would be assigned to training so that rifles would not have to be removed from on-duty squads during training exercises.

I believe this may be the most significant equipment need facing the De Pere Police Department at this time.

Thank you for your time and consideration.

Jeremy A. Muraski, Chief of Police

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**April 12, 2022**
DEPARTMENT:	**Police**
FROM:	**Jeremy Muraski**
SUBJECT:	**Consideration and Possible Action on Request from the Chief of Police to authorize expenditure of $9,978 to Purchase E-Bikes from the Wisconsin Grant Allocated to the De Pere Police Department. ***

The City of De Pere Police Department has been allocated a grant from the State of Wisconsin in the amount of $56,452.50. We are seeking authorization to purchase E-Bikes and related equipment at a cost of $9,978 from that grant fund. A justification memo is attached.

ATTACHMENTS:

- Request for E-Bikes (PDF)

DE PERE
POLICE DEPARTMENT

325 S. Broadway
De Pere, WI 54115
920-339-4079

Jeremy A. Muraski
Chief of Police

To: Finance and Personnel Committee, De Pere City Council

From: Jeremy A. Muraski, Chief of Police

Date: April 3, 2022

Subject: Request for Authorization to Spend $9,978 for Community Policing E-Bikes from the $56,452.50 Grant Allocated to The De Pere Police Department.

The De Pere Police Department is bringing back a bicycle patrol capability. The City of De Pere, as you know, has extensive trail systems throughout the city and we also host several major special events throughout the year. Having E-Bikes would allow bike patrol officers the ability to patrol the entire trail system with less fatigue than standard bicycles. It would extend the officers' range as well as expediting their response times to any emergencies that were occurring during their patrols. In addition, the use of E-Bikes would allow officers to carry much more equipment with them on the bike, such as emergency medical equipment, portable printers, or other materials for special events support.

Studies and my personal experience have shown that having police on bike patrol is a tremendously effective form of community policing and community engagement. Officers on bikes are approachable, responsive, and are able to patrol in many areas that are inaccessible to a patrol squad. Further, experience has shown that officers on bikes are also less likely to be detected when they are patrolling on bikes meaning they are more likely to encounter suspicious or illegal activity as it is occurring.

Last, but not least, bicycle patrols are an extremely effective way for officers to patrol during parades, community gatherings, farmers' markets, or other special events where crowd size and density make vehicular patrol impractical or impossible. They can navigate through crowds and rapidly respond to complaints or emergencies much more quickly.

I believe the use of E-bikes will give us capabilities that we have been sorely missing the last several years while also giving us much more exposure to the community and accessibility to citizens using our trails, parks, and streets.

Thank you for your time and consideration.

Jeremy A. Muraski, Chief of Police

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**April 12, 2022**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Recommendation and Possible Action to Amend City Policy Vacation Language to allow HR Director Ability to Negotiate an Additional Week of Vacation for New Hires as well as Promotions ***

ATTACHMENTS:

- Expand policy to neg. up to 4 weeks vcation for new hires and promotions II (PDF)

CITY OF DE PERE
MEMO

To: Members of the Finance/Personnel Committee

From: Shannon Metzler, Human Resources Director

Date: April 12, 2022

RE: Recommendation and Possible Action to Amend City Policy Vacation Language to allow HR Director Ability to Negotiate an Additional Week of Vacation for New Hires as well as Promotions

City policy currently allows for the Human Resources or designee to negotiate up to three weeks of paid vacation time when an employee starts employment. Most employees start employment with two weeks of vacation, but some employees negotiate to start at three weeks. Time off is more important to new hires than ever before, and we are seeing a large increase in the number of applicants that are asking for increased starting vacation amounts.

We have a current supervisory employee that is being offered a promotion at the city that has 25 years of experience in the field. This employee currently has three weeks of vacation but is requesting four weeks of vacation prior to accepting the promotion.

I am recommending expanding city policy to allow the Human Resources Director or designee the ability to negotiate an additional week (up to 4 weeks) of vacation for new hires or promotions when necessary. Many organizations are starting new hires at three weeks of vacation minimum. We are also considering changing our minimum starting vacation amounts. Therefore, it wouldn't be unheard of to provide an employee with 25 years of service in the field four weeks of vacation.

If you have questions in advance of the meeting, please contact me at 339-4045. Thank you.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**April 12, 2022**
DEPARTMENT:	**Human Resources**
FROM:	**Shannon Metzler**
SUBJECT:	**Recommendation and Possible Action to Add Martin Luther King Holiday for Non-Represented Employees***

ATTACHMENTS:

- MLK Holiday Memo (PDF)

CITY OF DE PERE
MEMO

To: Members of the Finance/Personnel Committee
From: Shannon Metzler, Human Resources Director

Date: April 12, 2022

RE: Recommendation and Possible Action to Add Martin Luther King Holiday for Non-Represented Employees

To support the City's diversity efforts, we would like to add Martin Luther King Holiday as a recognized holiday for non-represented, benefit eligible employees. This holiday is currently in the Fire contract. If approved, section 7.6, Holidays, of the City of De Pere Employee Policy Manual will be revised to include the additional holiday.

If you have questions in advance of the meeting, please contact me at 339-4045. Thank you.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**April 12, 2022**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**Recommendation from the Board of Park Commissioners to Approve the following Changes to Adult Basketball League Program.***

The Board of Park Commissioners, at the March 17, 2022 meeting approved the following changes to the Adult Basketball League: to provide a combination of an officiated league with a team fee of $550 and a non-officiated league with no team fee, and player fees would remain the same; increase the wages paid from $30 to $40 per game for non-WIAA certified officials and from $35 to $45 per game for WIAA certified officials; and to add a position as court supervisor at a rate of $16 per game to work at the non-officiated games to ensure play remains in control. The motion passed unanimously with a 6-0 vote.

ATTACHMENTS:

- Park Board Memo - Proposed Basketball Changes (DOCX)
- Finance Memo.Adult Basketball (DOCX)

CITY OF DE PERE
MEMO

To: Board of Park Commissioners

From: Angela George

Date: March 10, 2022

RE: Adult Basketball League – Proposed Changes

This past year, our department had to make the unpopular choice to offer "un-officiated" basketball leagues because we simply did not have enough officials to offer one league, let alone seven leagues. When making this decision, we refunded teams $200 of their team fee, that were interested in playing in this un-officiated format. Shortly after the first of the year, staff began an investigative process to determine how the league participants would like to continue this long-standing league. While we had several teams/individuals indicate they like the un-officiated leagues, the majority of the feedback was that people were willing to pay "whatever they had to, in order to have officiated leagues". So, after our analysis, we have provided options to consider in moving forward with our Adult Basketball League. These should not necessarily be considered the only options, as we are more than welcome to have other ideas considered.

Option	Team Fee	Resident Player Fee	Non - Res Player Fee	Officials Wage	Other Wages	Projected Revenue	Projected Expense
1	$242	$39	$59	$30 / $35	Site Supervisor - $18/hr Scorekeeper - $14/ga	$28,686	$29,632
2	$0	$39	$59	-	Site Supervisor - $18/hr Court Supervisor - $16/ga Scorekeeper - $14/ga	$18,522	$13,380
3	$600	$39	$59	$40 / $45	Site Supervisor - $18/hr Scorekeeper - $14/ga	$43,722	$41,417
4	$0 / $550	$39	$59	$40 / $45	Site Supervisor - $18/hr Court Supervisor - $16/ga Scorekeeper - $14/ga	$31,722	$28,213

Option 1 – The league format we originally tried to offer - all leagues are officiated. This did not work as we were unable to find officials for the wages we were paying and was difficult to find other staff; projected loss at the current team fee.
Option 2 – Provides all leagues as non-officiated, similar as to how it was offered this past season.
Option 3 – Includes hiring officials for all leagues at a wage we believe would attract enough staff and the team fee to cover expenses.
Options 4– Provides a combination of officiated leagues with team fee at $550 and non-officiated leagues with a team fee of $0 (currently based on 4 officiated and 3 non-officiated leagues); provides wages that we believe will attract enough officials and staff.

Staff Recommendation: Staff recommends offering a blended league as in Option 4. We know the majority of participants would like to have officiated leagues and are willing to pay for whatever the cost is; however, we also know there is a smaller group of people/participants that appreciate and would like to see the non-officiated leagues offered again. If your recommendation is anything other than Option 1, it shall be forwarded to the Common Council for consideration as it will involve a change in fees and possibly wages.

CITY OF DE PERE
MEMO

To: Finance Committee
From: Marty Kosobucki, Parks, Recreation & Forestry Director
Shannon Metzler, Human Resources Director
Date: April 12, 2022

RE: Recommendation to change fees and wages related to Adult Basketball League

The Board of Park Commissioners is recommending a change in wages and fees related to the Adult Basketball League. The request is for the following:~~;~~

- Change the wages for officials from $30/$35 per game (non WIAA Certified/WIAA Certified) to $40/$45 per game (non WIAA Certified/WIAA Certified).
- Change the Team Fee from $242 Team Fee to $0 Team Fee for Un-officiated Leagues and $550 Team Fee for Officiated Leagues.
- Create a new position called Court Monitor at the wage of $16/game.

Summary:
Last year the department had to cancel all Officiated Leagues as we did not have enough officials to run the league. With the short notice, we improvised the league and made them all un-officiated leagues just so people would have the opportunity to play.

During the season, staff surveyed and met with team managers related to the future of the league. Through that research we uncovered a majority of the managers wanted to have "officiated" leagues back~~,~~ and were willing to pay "whatever they had to pay". There was a significant amount (but still in the minority) of team managers that indicated they like the "un-officiated" format and would like it to stay.

Staff researched as best we could the reasons why we were unable to find officials. While there are a complexity of reasons, we found the main reason to be the wage. Currently, the City is paying $30/$35 per game. This is consistent with what the youth leagues pay on weekends. However, the difference is, most youth leagues pay their officials in cash and the intensity of the game is drastically different compared to an Adult Basketball League game. Simply put, anyone that officiates can work plenty of hours for cash on the weekends and it is an easier gig. I personally spoke with some officials and a person that is charge of scheduling officials. It was indicated to me, in order to entice officials to work for our Adult Basketball League, the wage needs to be significantly higher than what the youth basketball leagues pay.

While doing research with our managers, we uncovered there was a fair amount of teams that liked the un-officiated leagues. However, one of the main concerns that managers referenced in the un-officiated leagues was the ability for the game to get out of hand due to a couple of players not calling fouls. For this reason, we believe it would be imperative to have a court monitor along with the score-keeper to monitor the game. A court monitor's role would not be to call fouls, but to; monitor the game, step in

when needed when a confrontation occurs, settle court disputes quickly, ensure the game maintains a level of maturity and professionalism, ensure the game moves along in a timely manner, and step in when necessary when a player is out of line. While we have a Basketball Supervisor in the building, they are not able to monitor each game as they are in charge of the entire facility. This is necessary as our leagues are housed in the West De Pere and De Pere Schools.

The proposed team fees are a product of analyzing the expenses versus revenues. While no team fee would be charged for Un-Officiated Leagues, the individual player fees are expected to cover our costs related to the scorekeeper and court monitor. The team fee for the Officiated Leagues is a product of raising our wages for all staff and the substantial increase in wages for officials.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**April 12, 2022**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**A. Provide a combination of officiated leagues with a team fee of $550.00 and non-officiated leagues with no team fee (no change to player fees).**

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**April 12, 2022**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**B. Increase wages from $30 to $40 per game for non-WIAA certified officials and from $35 to $45 per game for WIAA certified officials.**

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**April 12, 2022**
DEPARTMENT:	**Parks, Recreation & Forestry**
FROM:	**Marty Kosobucki**
SUBJECT:	**C. Add a Court Supervisor position with a wage of $16 per game to supervise non-officiated games.**

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**April 12, 2022**
DEPARTMENT:	**City Attorney**
FROM:	**Kristen Johnson**
SUBJECT:	**Consideration and Possible Action on Agreement with Card Connect for Credit Card Processing Services.***

ATTACHMENTS:

- Marty Rec Desk (002) (PDF)
- legal_ccngov2210_smb_cmm_pg (PDF)

Merchant Processing Application and Agreement

cardconnect®

Please review the information below and sign if everything looks right. If you have any questions please contact your representative.

SETUP INFORMATION

Sales Code	RB49	**Application Platform**	North

BUSINESS DETAILS

CONTACT INFORMATION

First Name	Marty	**Last Name**	Kosobucki
Email	mkosobucki@mail.de-pere.org	**Phone Number**	(920) 339-8358

BUSINESS INFORMATION

NOTE: Failure to provide accurate information may result in a withholding of merchant funding per IRS regulations. (See Part IV, Section A.4 of your Program Guide for further information.)

Business Legal Name	City of De Pere	**DBA Name**	City of De Pere
Tax Filing Name	City of De Pere	**Tax Filing Method**	☑ EIN ☐ SSN
Tax ID (EIN)			

Type of Ownership

☑ Government ☐ Individual / Sole Proprietor ☐ Limited Liability Company ☐ Non-Profit Org ☐ Partnership ☐ Private Corporation ☐ Public Corporation ☐ Tax Exempt

Stock Exchange (Only applicable for Public Corporations)

☐ NYSE or NASDAQ ☑ Other/Not Applicable

Stock Ticker Symbol	(NYSE or NASDAQ)		
Industry (MCC)	9399 - Government Services (Not Elsewhere Classified)	**Business Description**	
Industry Options	☐ Quasi Cash	**Business Start Date**	
Website		**Business Phone**	

BUSINESS ADDRESS

Street Address 1			
Street Address 2		**City**	
State		**ZIP**	
Country	United States of America		

BUSINESS LEGAL MAILING ADDRESS

Street Address 1			
Street Address 2		**City**	
State		**ZIP**	
Country	United States of America		

OWNER INFORMATION

Please provide the following information for each individual who owns, directly or indirectly, 25% or more of the equity interest of your business, or who have significant responsibility to control, manage, or direct your business.

BUSINESS OWNER INFORMATION

First Name		**Last Name**		**Street Address 1**	
% Ownership	0 %	**Personal Guarantee**	☐ Yes	**Street Address 2**	**City**
SSN		**Date of Birth**		**State**	**ZIP**
Mobile Phone				**Country**	United States of America
Email					

CardConnect LLC is a registered ISO of Wells Fargo Bank, N.A., Concord, CA

ADDITIONAL BUSINESS OWNER (1)

First Name | Last Name | Street Address 1
% Ownership % | SSN | Street Address 2 | City
Date of Birth | Mobile Phone | State | ZIP
Country

ADDITIONAL BUSINESS OWNER (2)

First Name | Last Name | Street Address 1
% Ownership % | SSN | Street Address 2 | City
Date of Birth | Mobile Phone | State | ZIP
Country

ADDITIONAL BUSINESS OWNER (3)

First Name | Last Name | Street Address 1
% Ownership % | SSN | Street Address 2 | City
Date of Birth | Mobile Phone | State | ZIP
Country

ADDITIONAL BUSINESS OWNER (4)

First Name | Last Name | Street Address 1
% Ownership % | SSN | Street Address 2 | City
Date of Birth | Mobile Phone | State | ZIP
Country

BANKING AND PROCESSING

DEPOSIT AND WITHDRAWAL BANK ACCOUNT

Bank Name
Account Type ☑ Business Checking ☐ Savings
Routing Number | Account Number

PROCESSING VOLUME

Average Monthly Card Volume $ / month
Average Transaction Amount $

PRODUCT / SERVICE DELIVERY WINDOWS

On average, Products / Services are delivered in
☑ 0–7 Days ☐ 8–14 Days ☐ 15–30 Days ☐ 30+ Days

MODE OF TRANSACTION

In Person %
Telephone %
Online %
Must total 100%

THIRD PARTY PROVIDER

Do you use any third party provider (TPP) to store, process or transmit cardholder data? (Examples include but are not limited to web hosting companies, Electronic Data Capture, Loyalty programs, software)

☐ Yes ☑ No

If so, please provide third party provider information:

TPP Name
TPP Email
TPP Phone

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EQUIPMENT

NEW ORDERS

Product Name	Network	Qty	Price *	Frequency
CardPointe Gateway (RapidConnect North)	Cardnet	1	-	-
			$	
			$	
			$	

Clover Menu Requested ☐

** Price does not include tax and shipping & handling.*

SHIP EQUIPMENT TO

Ship To Attention		Ship To Email	
Street Address 1			
Street Address 2		City	
State		ZIP	
Country			

MERCHANT SERVICES

PAYMENTS ACCEPTED

American Express Opt Blue | Discover Full ACQ | Mastercard | Visa

AMERICAN EXPRESS

Amex Program ☑ Amex OptBlue ☐ Amex ESA

Amex ESA SE | IATA/ARC Number

DISCOVER

Discover Program ☑ Discover Full ACQ ☐ Discover EASI

Discover EASI SE

Discover Industry Options

☐ Enable Incremental Authorizations

☐ Debt Repayment Program

PRICING INFORMATION

PRICING

Discount Frequency

☑ Monthly ☐ Daily

Funding Rollup

☐ Net Fees and Deposits ☑ Separate Fees and Deposits ☐ Individual Batches

DUES & ASSESSMENTS

☐ Dues & Assessments

In addition to the fees described in this Merchant Application and Agreement, you must pay us all Card Organization Charges. "Card Organization Charges" means all fees, charges, liabilities, or obligations that a Card Organization imposes on us (1) in connection with your acceptance of its payment types, (2) in connection with the transactions processed under your MID, (3) as a result of your acts or omissions, or (4) as a result of the acts or omissions of others that act on your behalf or that provide services to you. Card Organization Charges are not subject to the consequential damages exclusion in Section 28 of the Program Guide and include but are not limited to: assessments (including but not limited to dues, issuer reimbursements, fines, penalties, and fraud recovery losses); fees established by the Card Organizations (including but not limited to access fees, switch fees, and file fees); adjustments; and Chargebacks.

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PROGRAM

☐ **Merchant Surcharge Program**

A Surcharge is an additional fee that you add to relevant transactions as permitted by the Card Organization Rules and applicable laws (together, Applicable Laws). By choosing to assess a Surcharge and participate in this "Merchant Surcharge Program" (MSP), you agree that you are solely responsible for: (1) complying with all Applicable Laws and the Your Payments Acceptance Guide (which is contained in your Program Guide); (2) properly and clearly disclosing the existence and amount of any Surcharge to Cardholders in accordance with Applicable Laws; and (3) ensuring any Surcharge you add to a transaction does not exceed the limit provided in the Card Organization Rules. MSP is provided to you only by Processor and not by Bank.

You also agree that: (1) you are assessing a Surcharge on Cardholders for certain Credit Card transactions in an amount equal to the Surcharge Rate reflected below; (2) you will pay us the Discount Fees for Credit Card and Debit Card transactions on gross sales for all of the transactions that you submit (without reduction for refunds, returns, or chargebacks); (3) you will pay us the Transaction Fee (the fixed charge per transaction reflected below for each Debit Card transaction) for each sale and refund that you submit, as well as any other fees or charges reflected in this merchant processing agreement and which are not replaced by the MSP; (4) you will not assess a Surcharge for the portion of the transaction that is tip on paper, and you will be responsible to pay us the Discount Fee for the gross amount of all tips on paper; (5) you will be responsible to refund Cardholders any Surcharge you assess in the amount billed on such transaction; (6) you will not assess a Surcharge for card not present transactions on cardholders whose billing ZIP code corresponds to states or US territories where Surcharging is prohibited by Applicable Law (including but not limited to, Colorado, Connecticut, Massachusetts, Puerto Rico), you will be responsible to pay us the Discount Fee for such transactions, and you will comply with Applicable Laws any time you apply the MSP; and (7) we may change or cancel this Merchant Surcharge Program upon notice to you. We disclaim all warranties regarding the MSP; it is provided to you on an "as-is, with all faults" basis. Your use of the MSP does not: (1) guarantee compliance with any laws, Card Organization Rules, or applicable standards (including the PCI DSS), (b) affect your obligation to comply with laws, Card Organization Rules, and applicable standards (including the PCI DSS), or (3) guarantee protection against a Data Incident.

Visa Credit Card Discount Fee	3.3816 %	Consumer Surcharge Rate Billed by Merchant	3.50 %
Mastercard Credit Card Discount Fee	3.3816 %	Debit Card Transaction Fee	$ 0.25 / Each
Discover Credit Card Discount Fee	3.3816 %		
Amex Credit Card Discount Fee	3.3816 %		
Debit Card Discount Fee	1.25 %		

TIERED

Discount Fees	Credit	Non-PIN Debit	Discount Fees	Credit	Non-PIN Debit
Visa Qualified	%	%	Discover Qualified	%	%
Visa Mid-Qualified	%	%	Discover Mid-Qualified	%	%
Visa Non-Qualified	%	%	Discover Non-Qualified	%	%
Mastercard Qualified	%	%	Amex Qualified	%	
Mastercard Mid-Qualified	%	%	Amex Mid-Qualified	%	
Mastercard Non-Qualified	%	%	Amex Non-Qualified	%	

INTERCHANGE PLUS

Pass Through Interchange — You will be charged the applicable interchange rate from Mastercard, Visa, Discover and American Express as well as the Discount Fees listed below. Interchange Rates are variable and are determined by how your transactions clear, and are subject to change.

Passthrough Interchange Costs ☐ Gross Interchange ☐ Net Interchange

Discount Fees	Credit / Non-PIN Debit
Visa Qualified	%
Mastercard Qualified	%
Discover Qualified	%
Amex Qualified	%

BILL BACK

Non-Qualified Surcharge Fee (excluding interchange pass-through fees, see Section 26.1) Applies to Non-qualified MC, Visa, Discover, American Express OptBlue Credit and/or Non-PIN Debit Transactions.

%

Discount Fees	Credit	Non-PIN Debit
Visa Qualified	%	%
Mastercard Qualified	%	%
Discover Qualified	%	%
Amex Qualified	%	

SWIPED/NON-SWIPED

(If selected, the discount fees below apply to all payment types and brands accepted unless otherwise noted in this agreement)

Swiped or Dipped Discount Fee *(% of gross transactions)*	%
Swiped or Dipped Transaction Fee	$
Non-Swiped or Non-Dipped Discount Fee *(% of gross transactions)*	%
Non-Swiped or Non-Dipped Transaction Fee	$

FLAT RATE

Discount Fees	Credit / Non-PIN Debit
Visa Qualified	2.75 %
Mastercard Qualified	2.75 %
Discover Qualified	2.75 %
Amex Qualified	2.75 %

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AUTHORIZATION & TRANSACTION FEES

Authorization Fees (All Card Types)	$ 0.10	/ Each
ACH Batch Fee	$ 0.00	/ Each
Voice Authorization Fee	$ 0.00	/ Each
Address Verification Fee (AVS)	$ 0.00	/ Each
Transaction Fees (All Card Types)**	$ 0.00	/ Each

**Transaction Fees (All Card Types) and Gateway Transaction Fee will be added together and billed on your merchant statement as "Trans Fee".

PIN DEBIT

Discount Fee		%
Transaction Fee	$	/ Each

CLOVER FEES

Clover Platform Fee	$ 0.00	/ Monthly

EBT

FNS#		
Transaction Fee	$	/ Each

VOYAGER

Authorization Fee	$	/ Each
Sales Discount		%

WRIGHT EXPRESS

Discount Fee		%
Transaction Fee	$	/ Each
Chargeback Fee	$	/ Each
Retrieval Fee	$	/ Each

CARDPOINTE AND GATEWAY FEES

Setup Fee	$ 0.00	(One Time)
CardPointe Monthly Platform Fee	$ 0.00	/ Monthly
Gateway Monthly Fee	$ 0.00	/ Monthly
Gateway Transaction Fee**	$ 0.00	/ Each

**Gateway Transaction Fee and Transaction Fees (All Card Types) will be added together and billed on your merchant statement as "Trans Fee".

TRANSARMOR

☐ TransArmor Data Protection

TransArmor Monthly Fee	$	/ Monthly

MONTHLY AND MISCELLANEOUS FEES

Application Fee	$ 0.00	(One Time)	Regulatory Product Fee	$ 0.00	/ Monthly
Minimum Processing Fee	$ 15.00	/ Monthly	PCI Non-Compliance Fee	$ 0.00	/ Monthly
DDA Rejects	$ 25.00	/ Each	Wireless Fee	$ 0.00	/ Monthly
Statement Fee	$ 0.00	/ Monthly	Wireless Activation Fee	$ 0.00	(One Time)
Chargeback Fee	$ 25.00	/ Each	AMEX North Program Cost Fee	0.15	%
Retrieval Fee	$ 0.00	/ Each	PCI Annual Fee	$ 0.00	/ Annual
Annual Membership Fee	$ 0.00	/ Annual	PCI Concierge Monthly Fee	$	/ Monthly

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CONFIRMATION

EARLY TERMINATION FEE

The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). If you terminate this Agreement before the end of the then current term or otherwise stop processing your transactions with us, you will be charged this Early Termination Fee. After the Initial Term, subject to Part IV, Section A.3, this Agreement shall automatically extend for an additional period of one year each (each an Extended Term).

Early Termination Fee $0.00

Client Initials

PERSONAL GUARANTEE

By signing below, signer(s) unconditionally guarantee(s) to the Processor and its successors and assigns the full and prompt payment when due of all its obligations of every kind and nature of Merchant arising directly or indirectly out of the Agreement and /or the TeleCheck / TRS Services Agreement or any document or agreement executed and delivered by Merchant in accordance with the terms of the Agreement. The undersigned further agrees to pay to the Processor all expenses including attorney fees and court costs) paid or incurred by the Processor in collecting such obligations and in enforcing this Guaranty.

Signature Date

AGREEMENT APPROVAL

Merchant Acceptance – Each person signing below agrees to the terms and conditions stated in the front and back of this agreement and certifies that all information provided in the application is true, correct and complete. Client acknowledges and agrees that we, our Affiliates and our third party subcontractors and/or agents may use automatic telephone dialing systems to contact Client at the telephone number(s) Client has provided in this Merchant Processing Application and Agreement and/or may leave a detailed voice message in the event that Client is unable to be reached, even if the number provided is a cellular or wireless number or if Client has previously registered on a Do Not Call list or requested not to be contacted by Client for solicitation purposes. Client hereby consents to receiving commercial electronic mail messages from us, our Affiliates and our third party subcontractors and/or agents from time to time. Each signer authorizes CardConnect LLC and/or the Member Bank or any agent of the Member Bank, to make whatever inquiries CardConnect LLC and/or the Member Bank deem appropriate to investigate, verify, or research references, statements or data, including personal credit reports for the purpose of this application. Merchant understands this agreement shall not take effect until Merchant has been approved by CardConnect LLC and/or the Member Bank and a merchant number is issued.

You further acknowledge and agree that you will not use your merchant account and/or the Services for illegal transactions, for example, those prohibited by the Unlawful Internet Gambling Enforcement Act, 31 U.S.C. Section 5361 et seq, as may be amended from time to time, or processing and acceptance of transactions in certain jurisdictions pursuant to 31 CFR Part 500 et seq. and other laws enforced by the Office of Foreign Assets Control (OFAC). To help the government fight the funding of terrorism and money laundering activities, servicers obtain, verify, and record certain information including your full name, physical address, and any other information needed for identity verification purposes while processing this MPA, as described in the USA Patriot Act.

Client certifies, under penalties of perjury, that the federal taxpayer identification number and corresponding filing name provided herein are correct.

SIGN YOUR AGREEMENT

Signature

Date

CARDCONNECT LLC

Application Approved By:

Signature

Title Date

WELLS FARGO BANK N.A. (A MEMBER OF VISA USA, INC. AND MASTERCARD INTERNATIONAL, INC.)

By: First Data Merchant Services LLC, pursuant to a limited power of attorney

Signature

PROCESSOR INFORMATION

Name	CardConnect LLC
Address	1000 Continental Drive, Suite 300, King of Prussia PA, 19406
URL	www.cardconnect.com
Customer Service (Phone)	1-877-828-0720

CardConnect LLC is a registered ISO of Wells Fargo Bank, N.A., Concord, CA

cardconnect®
A First Data Company

Merchant Services

Program Terms and Conditions

(Program Guide)

CCNGov2210 SMB/CMM	PART I: CONFIRMATION PAGE

PROCESSOR INFORMATION:

Name: CardConnect, LLC a business unit of First Data Merchant Services, LLC

Address: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046

URL: www.cardconnect.com **Customer Service #:** 1-877-828-0720

Please read this entire Agreement. It describes the terms on which we will provide Merchant Processing Services to you. This summary provides answers to commonly asked questions about your Agreement.

1. **Your Discount Rates and other fees** are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for these rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the General Terms & Conditions).

2. **We may debit your bank account** (alsore ferredt oa syo ur Settlement Account)f ora mountso wed tou s.

3. **You are liable for Chargebacks and there are many reasons why a Chargeback may occur.** Whent heyo ccurw e willd ebity ourS ettlementA ccount.S eeS ection8 o ft he General Terms &C onditions.

4. **If you wisht o dispute any charge or funding**,y oum ust notifyu sw ithin6 0d ayso ft hed ateo f thes tatemento nw hich thec hargeo rf undinga ppears.

5. **This Agreement limits our liability to you**.S eeS ection1 0 oft heG eneral Terms &C onditions forf urtherd etails.

6. **We have assumed certain risks** by agreeingt op rovideyo u witht heS ervices.A ccordingly,w em ayt akec ertaina ctions to mitigateo urr isk,i ncluding terminationo f this Agreement,a nd holdingm onies otherwisep ayable toy ou(seeS ections 16 and 17 oft heG eneral Terms &C onditions).

7. **By executing this Agreement with us** youa uthorizeu sa nd ourA ffiliates too btain and sharef inancial and credit information regardingy ourb usinessa nd thes igners and guarantors of this Agreementu ntil all youro bligations to us ando urA ffiliates are satisfied.

8. **For questions regarding** your Merchant Processing Application and Agreement, please contact Customer Service at 1-877-828-0720.

Information about Bank:

YourB ank,w hoi s a Visa and MastercardM emberB ank,i s WellsF argoB ank, N.A.(Bank)
PO Box6079, C oncord,C A94524
Attn:M erchantS ervices(407)237 -6727

b) Banki s thee ntitya pprovedt oe xtenda cceptanceo fV isa and Mastercardp roductsd irectly toyo u andw illb ea p arty tot hese ctions oft his Agreement listedi nS ection2 .2.

c) Bank worksw ithP rocessort o providet heS ervicest o you withr espectt oV isaC ards and to MastercardC ards.

d) Banks hall,e ither directly or throughP rocessor,a dviseyo u ofp ertinentC ardO rganization Rulesw ith whichy oum ust comply.

e) Bank is responsiblef ora ndm ustp rovides ettlementf unds toy oua ndw ill ber esponsiblef ora ll funds heldi na r eserve.

Your Responsibilities:

a) Youm ustc omplyin f ull ata ll times witht his Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.

b) Youm ayv iewa ndd ownloadt heY ourP aymentsA cceptance Guidea t _____.

c) Youm ayv iewa ndd ownloadt heI nterchangeQ ualification Matrixa nd AmericanE xpress OptBlue®G uidea t _____.

d) Youm ayd ownloadt heV isaa nd Mastercardr ulesa t: https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf
www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.

e) For your accountt o stay operational,yo um ustk eepf raud andC hargebackle vels belowC ardO rganizationt hresholds.

f) Pleaser etaina signedc opyo fy ourA greement.

Print Merchant's Business Legal Name:_____

Bys igningb elow,y ou:

(i) **Confirm that you have received and read the Application, General Terms & Conditions [Version CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and**

(ii) **Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.**

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal:

X_____ _____ _____

Signature: **Title** **Date**

_____

Please Print Name of Signer

CCNGov2210 SMB/CMM **PART I: DUPLICATE CONFIRMATION PAGE**

PROCESSOR INFORMATION:
Name: CardConnect, LLC a business unit of First Data Merchant Services, LLC
Address: 1000 Continental Drive, Suite 300, King of Prussia, PA 19046
URL: www.cardconnect.com **Customer Service #:** 1-877-828-0720

Please read this entire Agreement. It describes the terms on which we will provide Merchant Processing Services to you. This summary provides answers to commonly asked questions about your Agreement.

1. **Your Discount Rates and other fees** are calculated based on transactions qualifying for certain program pricing and interchange rates levied by the applicable Card Organization. Transactions that fail to qualify for these rates will be charged an additional fee. Interchange and program pricing levied by the Card Organization is subject to change, (see Section 6 of the General Terms & Conditions).

2. **We may debit your bank account** (also referred to as your Settlement Account) for amounts owed to us.

3. **You are liable for Chargebacks and there are many reasons why a Chargeback may occur.** When they occur we will debit your Settlement Account. See Section 8 of the General Terms & Conditions.

4. **If you wish to dispute any charge or funding**, you must notify us within 60 days of the date of the statement on which the charge or funding appears.

5. **ThisA greementlim itso ur liabilityt oy ou**. See Section 10 of the General Terms & Conditions for further details.

6. **We have assumedc ertainr isks** by agreeing to provide you with the Services. Accordingly, we may take certain actions to mitigate our risk, including termination of this Agreement, and holding monies otherwise payable to you (see Sections 16 and 17 of the General Terms & Conditions).

7. **Byex ecutingt his Agreementw ith us** you authorize us and our Affiliates to obtain and share financial and credit information regarding your business and the signers and guarantors of this Agreement until all your obligations to us and our Affiliates are satisfied.

8. **For questions regarding** your Merchant Processing Application and Agreement, please contact Customer Service at 1-877-828-0720.

Information aboutB ank:
Your Bank, who is a Visa and Mastercard Member Bank, is
Wells Fargo Bank, N.A. (Bank)
PO Box 6079, Concord, CA 94524
Attn: Merchant Services (407) 237-6727

b) Bank is the entity approved to extend acceptance of Visa and Mastercard products directly to you and will be a party to the sections of this Agreement listed in Section 2.2.

c) Bank works with Processor to provide the Services to you with respect to Visa Cards and to Mastercard Cards.

d) Bank shall, either directly or through Processor, advise you of pertinent Card Organization Rules with which you must comply.

e) Bank is responsible for and must provide settlement funds to you and will be responsible for all funds held in a reserve.

YourR esponsibilities:
a) You must comply in full at all times with this Agreement (including the Your Payments Acceptance Guide), all Card Organization Rules and all Cardholder and customer data security and storage requirements.

b) You may view and download the Your Payments Acceptance Guide at _____.

c) You may view and download the Interchange Qualification Matrix and American Express OptBlue® Guide at _____.

d) You may download the Visa and Mastercard rules at:
https://usa.visa.com/dam/VCOM/download/about-visa/visa-rules-public.pdf
www.mastercard.us/content/dam/mccom/global/documents/mastercard-rules.pdf.

e) For your account to stay operational, you must keep fraud and Chargeback levels below Card Organization thresholds.

f) Please retain a signed copy of your Agreement.

PrintM erchant'sB usinessL egal Name:_____

By signing below, you:

(i) **Confirm that you have received and read the Application, General Terms & Conditions [Version CCNGov2210 SMB/CMM], including this Confirmation Page, Interchange Rate Schedule, and any addenda, amendments, replacement or renewal agreement(s); and**

(ii) **Agree to all terms in this Agreement in your capacity as a person authorized to sign on behalf of the business set out in the Application.**

NO SALES REPRESENTATIVE IS AUTHORIZED TO ACCEPT OR AGREE TO ANY ALTERATIONS TO THIS AGREEMENT.

Business Principal:

X_____ _____ _____
Signature: **Title** **Date**

_____
Please Print Name of Signer

1. Your Payment Acceptance Guide and Card Organization Rules

1.1 The General Terms & Conditions (General Terms), together with your Application, the Interchange Rate Schedule and the Your Payments Acceptance Guide constitute the agreement for Card Transaction acceptance and other related Services (this Agreement).

1.2 You agree to comply with the Your Payments Acceptance Guide and, either the Card Organization Rules relevant to you, as they may change over time. The Your Payments Acceptance Guide is available at www.businesstrack.com.

1.3 If there are any inconsistencies between the General Terms and the Your Payments Acceptance Guide, or the Card Organization Rules, the General Terms will govern.

1.4 You may not alter this Agreement.

2. Services and Non-Bank Services

2.1 Your Application will identify the Services you will receive. Certain Services referred to in this Agreement may not be available to you.

2.2 Subject to Card Organization Rules, Services may be performed by us, our Affiliates, our agents, or other third parties we may designate. References to "we" "our" and "us" shall be deemed to be references to Bank and Processor except for the purposes of Sections 2.1, 2.3, 2.4, 6.9, 11.2, 11.5, 11.6, 11.7, 13.1, 20, 24, 32 and 36. Bank shall not be a party to the aforementioned Sections nor shall Bank have any responsibility or liability pursuant to such Sections. Third Party Services, including any apps available in an application marketplace or voice or data services you purchase directly from a third party provider, are not governed by this Agreement and we are not responsible for providing, maintaining, servicing or supporting such services. If you decide to use Third Party Services, you will be responsible for reviewing and understanding the terms and conditions associated with Third Party Services.

Any third party content downloaded or otherwise obtained through the use of the Services is downloaded at your own risk. WE WILL NOT BE RESPONSIBLE FOR ANY ACTIONS OR ANY FAILURES TO ACT OF ANY THIRD PARTY, AND WE EXPRESSLY DISCLAIM ANY LIABILITY RELATED TO ALL THIRD PARTY SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY THIRD PARTY SERVICE OR PRODUCT ADVERTISED OR OFFERED THROUGH THE SERVICES OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND PROVIDERS OF THIRD PARTY SERVICES OR PRODUCTS.

2.3 If you do not qualify for our full service program but have otherwise been approved for accepting American Express or WEX, your American Express and WEX transactions will be processed through and funded by American Express or WEX (as applicable). American Express and WEX will provide you their own agreements governing those transactions. You agree that (a) we are not responsible and assume no liability for any such transactions; and (b) American Express and WEX may charge additional fees for the services they provide.

2.4 Rather than accepting all categories of card, you have the option to elect to accept only certain categories of card (Limited Acceptance). If you wish to offer Limited Acceptance, you must complete the Limited Acceptance Form and agree to be bound by the additional terms and conditions set out in that document.

3. Access and Use of Services

3.1 Except as specified in the Your Payments Acceptance Guide, or otherwise agreed in writing, the Services shall be for your internal business use in the United States only.

3.2 You shall not and shall not permit any third party to: (a) access or attempt to access any Service that is not intended to be available to you; (b) access or use (in any format) the Services (or any part) through any time-sharing service, service bureau, network, consortium, or other means; (c) without our advanced written consent, use, ship or access Services (or any part) outside or from outside of the United States; (d) perform or attempt to perform any actions that would interfere with the proper working of any Service, prevent access to or use of any Service by other users, or in our reasonable judgment, impose a large load on our infrastructure, network capability or bandwidth; or (e) use the Services (or any part) except as permitted in this Agreement.

3.3 You may use the eligible TransArmor services and portals only to scan IP addresses, URLs and domain names owned by and registered to you.

3.4 We have the right to rely on user names, password and other sign on.

4. Settlement

4.1 As part of the Services, we will process transaction data received from you and facilitate the transfer of funds for your Card sales to your Settlement Account.

4.2 We may debit your Settlement Account for any amounts owed to us, including any amounts paid to you in error. We may also offset any amounts owed to us or our Affiliates related to activity in other accounts maintained in your name or which you, any of your principals, guarantors or authorized signors guarantee.

4.3 You are responsible for providing us with accurate information regarding your Settlement Account. If you change the Settlement Account in which you receive the proceeds of your transactions, you must notify us immediately. If you accept payment types other than Visa, Mastercard, American Express, Discover Network and PayPal (such as TeleCheck Services), you are also responsible for contacting the Card Organizations or companies governing those Cards to notify them of this change. We shall not be liable for delays in receipt of funds or errors in debit and credit entries caused by you or any other Person, including any delays or errors resulting from errors in Settlement Account information you provide.

4.4 If a Default occurs you agree we may without notice change processing or payment terms and/or suspend credits or other payments of any amounts due or which become due to you.

4.5 Your right to receive any amounts due or to become due from us is expressly subject and subordinate to Chargeback, setoff, lien, and our rights to withhold settlement funds under this Agreement without regard to whether such Chargeback, setoff, lien, and the withholding of settlement fund rights are being applied to claims that are liquidated, unliquidated, fixed, contingent, matured or unmatured.

4.6 If you undertake Global ePricing (GeP) Transactions, you acknowledge that: (a) Settlement by us of GeP Transactions shall be made in the Local Currency on the basis of the Transaction Price of the GeP Sales Transaction under the process defined by the Card Organizations; (b) you shall be subject to any and all Foreign currency exchange rate exposure in connection with all GeP Transactions; and (c) you are solely responsible for all aspects of the GeP Transaction (other than the performance of GeP Services), including obtaining the Cardholder's agreement to a GeP Transaction, and complying with all Card Organization Rules applicable to you. Dynamic Currency Conversion as defined by Card Organization Rules is not permitted nor provided as part of the GeP Services.

5. Exclusivity

5.1 You will use us as your exclusive provider of all Services during the term of this Agreement.

6. Fees; Adjustments; Collection of Amounts Due

6.1 You will be charged, and agree to pay us, all fees set out on your Fee Schedule or elsewhere in this Agreement.

6.2 The fees specified on your Fee Schedule are based on the assumption that your transactions will qualify at the Anticipated Interchange and Program Pricing Levels associated with your account. If a transaction fails to qualify at the Anticipated Interchange Program Pricing Levels, you will be charged a Non-Qualified Fee, plus a Non-Qualified Surcharge for each such non-qualifying transaction.

6.3 If you accept a Card or transaction other than the type anticipated for your account, we will charge you our then-current transaction fee(s) for the Card and transaction and you will be responsible for the transaction to the same extent as you would be if it was of a Card type elected and approved.

If your fees are not paid through our automatic debiting process, and we are required to pursue collection efforts, you will reimburse us for our costs in an amount of not less than $100.00.

6.4 The fees specified on your Fee Schedule are based on (a) estimated annual volume and average transaction size for all Services provided under this Agreement; and (b) your method of doing business. If the actual volume or average transaction size are not as expected or if you significantly alter your method of doing business, we may adjust our fees without prior notice to you. It is your responsibility to notify us of any such changes to your business.

6.5 We may adjust our fees to reflect new or increased fees, taxes or assessments imposed by any Card Organization or other Persons related to the Services. It is your responsibility to pay all such adjusted fees effective from the date specified in our notice to you.

6.6 Any Account Minimum Fee set out in your Application will be charged monthly (beginning in the calendar month after your Application is approved) for each location and will be calculated as the Account Minimum Fee set forth in your Application less the "Discount Fees" and "Other Payment Fees" that you incur for that month and location. The Account Minimum Fee shall never be less than zero.

6.7 An equipment rental fee will be charged each month for each piece of equipment rented from us, plus tax as applicable. You will also be charged for shipping and supplies.

6.8 An Authorization fee will be charged for each Authorization requested, whether the response is approved or declined. If you are being charged a combined fee for both Authorization and Capture we may charge this fee on the communication of all instructions that you transmit to us from your point of sale device or other systems to our computer systems, whether the communications are for Authorization requests or any other capture of information whether or not related to any individual transaction.

6.9 A fee will be charged for each Address Verification Service (AVS) request submitted, whether or not we are able to provide a response to the request.

6.10 Clients opting out of the TransArmor Solution will be charged a Compliance Fee. The Compliance Fee covers our costs for systems maintenance and upgrades, mandatory IRS reporting, as well as costs associated with our required tracking and reporting of your PCI compliance. We will provide a monthly vulnerability "scan," if required, of up to 5 IP addresses. Additional required scans are your responsibility. Payment of the Compliance Fee does not discharge your responsibility to maintain PCI DSS compliance at all times.

6.11 You will be charged a monthly Non-Receipt of PCI Validation fee unless, within 60 days from the date this Agreement is submitted with your signature and on an annual basis after that:

a) you obtain any quarterly or other periodic PCI-approved vulnerability scans that the Card Organization Rules require you to obtain (for example, if you accept Internet transactions);

b) you remediate vulnerabilities identified by your scans in ways that enable you to comply with the Card Organization Rules and applicable standards (including the PCI DSS); and

c) you confirm that you are following certain data security protocols by (i) completing an online self-assessment questionnaire, which we will make available to you, regarding your systems and payments acceptance practices (SAQ), or (ii) using PCI-approved methods, providing us with other written evidence of your PCI DSS compliance.

If you materially change the systems you use to accept payments and you wish to avoid paying the monthly Non-Receipt of PCI Validation fee, you will need to promptly complete a new SAQ or (using PCI-approved methods) promptly provide us with other written evidence of your PCI DSS compliance.

6.12 If you believe any adjustments should be made to your Settlement Account, you must notify us in writing within 60 days after any debit or credit is or should have been effected. If you notify us after 60 days, you agree we have no obligation to investigate or effect any adjustments. Any voluntary efforts by us to assist you in investigating such matters do not obligate us to continue such investigation or to conduct any future investigation.

6.13 If you fail to pay any amounts due within 30 days of the due date set out in our merchant statement or other communication with you, then we may, in our sole discretion, charge you interest, for such time that the amount and all accrued interest remain outstanding at the lesser of 12% APR or the maximum rate permitted by applicable law

7. Electronic Funding Authorization

7.1 All payments to you shall be made through the automated clearing house system (ACH) and shall normally be electronically transmitted directly to the Settlement Account you have designated or any successor account designated to receive provisional funding of your transactions pursuant to this Agreement. You agree that any Settlement Account designated by you will be an account primarily used for business purposes. We cannot guarantee the timeframe in which payment may be credited by your financial institution.

7.2 You agree to be bound by the operating rules of the ACH and you authorize us to (a) access information from the Settlement Account; (b) initiate credit and/or debit entries by wire or ACH transfer; (c) instruct your financial institution to (i) block or to initiate, if necessary, reversing entries and adjustments for any original entries made to the Settlement Account; and (ii) provide such access and to credit and/or debit or to block the Settlement Account.

7.3 If we cannot process an ACH payment, we may (a) charge you the applicable fee set out in the Pricing Schedule; and (b) suspend all subsequent funding until a new electronic funding agreement is signed by you or you notify us that ACH payments can be processed.

7.4 Any funds pertaining to the Card transactions contemplated by this Agreement now or hereafter in our possession may be commingled with other funds of ours, or, in the case of any funds held pursuant to the foregoing paragraphs, with any other funds of other customers of ours. In addition to any rights now or hereafter granted under applicable law and not by way of limitation of any such rights, we are hereby authorized by you at any time and from time to time, without notice or demand to you or to any other Person (any such notice and demand being hereby expressly waived), to set off, recoup and to appropriate and to apply any and all such funds against and on account of your obligations to us and our respective Affiliates under this Agreement and any other agreement with us our respective Affiliates for any related equipment or related services

(including any check services), whether such obligations are liquidated, unliquidated, fixed, contingent, matured or unmatured.

8. Chargebacks, Fines and Penalties

8.1 Cardholders and Issuers are authorized by Card Organization Rules and by law to reverse and Chargeback transactions that you submit to us. Further details are set out in the Your Payments Acceptance Guide and in the Card Organization Rules.

8.2 You are obligated to reimburse us (and authorize us to debit your Settlement Account) for (a) all refunds, credits, Chargebacks and adjustments relating to transactions that you submit for processing; and (b) any fees, fines, assessments, obligations or other charges a Card Organization imposes on us in relation to your acts or omissions or the acts or omissions of your agents or those acting on your behalf.

8.3 Refunds, Credits, returns and Chargebacks for GeP Transactions shall be treated as independent transactions with a Transaction Rate as determined by the Card Organization.

9. Your Representations and Warranties

9.1 By submitting a transaction to us, you represent and warrant that the transaction:

a) is genuine and arises from a genuine sale or service that you directly sold or provided as described on your Application. (The submission of Authorization requests and/or Card transaction by you for Card sales or cash advances transacted by another business is considered laundering or factoring and is prohibited);

b) represents the correct amount of the goods or services purchased by the Cardholder from your business as identified on your Application;

c) is not subject to any dispute, set-off or counterclaim;

d) to your knowledge is not the result of fraud and has been authorized by the Cardholder

e) does not violate the law of any applicable jurisdiction, including the jurisdiction where you are located, where the Cardholder is located, or where we are located

f) except for any delayed delivery or advance deposit Card transactions expressly authorized under this Agreement, included your simultaneous delivery of the goods or services to the Cardholder; and

g) complies with this Agreement and Card Organization Rules.

9.2 You further represent and warrant, as of the date of this Agreement and at the time of submission of each transaction, that:

a) you are validly existing, in good standing and free to enter into this Agreement;

b) you have not changed the nature of your business or practices in a way not previously disclosed to us;

c) each statement made on the Application or other information provided to us in support of this Agreement is true, accurate and complete and you have maintained and updated this information to keep it true, accurate, current and complete;

d) you have not filed a bankruptcy petition not previously disclosed to us;

e) you will not process any credit transactions that do not correspond to a previous transaction on the original sales draft;

f) you will not at any time during the term of this Agreement or until all amounts have been paid in full under this Agreement, grant or pledge any security interest or lien of any type in any Reserve Account, Settlement Account or in any of the transaction proceeds to any Person without our consent; and

g) where you provide FNS, SNAP or WIC Benefits (as described in the Your Payments Acceptance Guide), you are an FNS authorized merchant and are not disqualified or withdrawn from redeeming food stamp coupons or otherwise disqualified or withdrawn by FNS.

10. Limitations on Liability; Exclusion of Consequential Damages

10.1 THIS AGREEMENT IS A SERVICE AGREEMENT. USE OF THE SERVICES, SOFTWARE OR ANY EQUIPMENT (INCLUDING ANY SERVICES, SOFTWARE OR EQUIPMENT PROVIDED BY OR THROUGH A THIRD PARTY) IS AT YOUR OWN RISK AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW THE SERVICES, EQUIPMENT AND ANY SOFTWARE IS PROVIDED "AS IS" AND WE DISCLAIM ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, MADE TO YOU OR ANY OTHER PERSON, INCLUDING ANY WARRANTIES REGARDING QUALITY, SUITABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR THAT SERVICES, EQUIPMENT OR ANY SOFTWARE WILL OPERATE UNINTERRUPTED OR ERROR FREE OR THAT THE SERVICES, EQUIPMENT OR SOFTWARE ARE SECURE, FREE OF

VIRUSES OR OTHER HARMFUL COMPONENTS, OR DO NOT INFRINGE THE RIGHTS OF ANY PERSON.

10.2 IN NO EVENT SHALL WE OR OUR AFFILIATES OR ANY OF OUR OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR SUBCON- TRACTORS, BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL THEORY FOR LOST PROFITS, LOST REVENUES, LOST BUSINESS OPPORTUNITIES, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EACH OF WHICH IS EXCLUDED BY AGREEMENT OF THE PARTIES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR WHETHER ANY PERSON HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

10.3 NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY (INCLUDING SECTION 26):

a) OUR CUMULATIVE LIABILITY FOR ALL LOSSES, CLAIMS, SUITS, CONTROVERSIES, BREACHES OR DAMAGES FOR ANY CAUSE WHATSOEVER (INCLUDING THOSE ARISING OUT OF OR RELATED TO THIS AGREEMENT AND ANY INDEMNITIES), REGARDLESS OF THE FORM OF ACTION OR LEGAL THEORY, SHALL NOT EXCEED, (I) $50,000; OR (II) THE AMOUNT OF FEES RECEIVED BY US UNDER THIS AGREEMENT FOR SERVICES PERFORMED IN THE IMMEDIATELY PRECEDING 12 MONTHS, WHICHEVER IS LESS;

b) ANY LIABILITY THAT WE MAY HAVE TO YOU FOR ANY DELAY IN FUNDING TRANSACTIONS WILL BE LIMITED TO INTEREST COMPUTED FROM THE DATE THAT YOU SUBMIT THE TRANSACTION TO THE DATE THAT WE FUND THE TRANSACTION AT THE RATE OF THE FEDERAL FUNDS AS SET BY THE FEDERAL RESERVE BANK OF NEW YORK, NEW YORK, LESS ONE PERCENT (1%); AND

c) OUR LIABILITY ARISING OUT OF OR IN ANY WAY CONNECTED WITH ANY EQUIPMENT OR SOFTWARE SHALL NOT EXCEED THE PURCHASE PRICE OR PRIOR TWELVE MONTH'S RENT OR FEES, AS APPLICABLE, PAID TO US FOR THE PARTICULAR EQUIPMENT OR SOFTWARE INVOLVED.

11. Communications with Customers through the Services

11.1 You shall provide and obtain any disclosures and consents related to the E-SIGN Act that may be required in connection with your communications and agreements with your customers through the Services.

11.2 If you are able to discern any information about a particular entity or individual from the information available through Insightics or any other Service, either alone or with other information in your possession, you agree that the information may be subject to certain privacy, marketing, insider trading, or other applicable laws and you shall limit your use and disclosure of that information in accordance with all applicable laws.

11.3 With respect to each customer who desires to receive marketing material, transaction receipts or other communications from you via text message or email, such customer must give the appropriate consent in writing; you are NOT permitted to add or modify a customer's consent indication on behalf of the Customer.

11.4 You (or your agents acting on your behalf) shall only send marketing materials or other communications to a customer's provided phone number, street address, and/or email address if the customer has specifically consented in writing executed by the customer.

11.5 If you offer any loyalty program to customers through the Services or otherwise, you are solely responsible for any and all offerings made available to customers in connection with your loyalty program (each, an Offer). The Offer and all of the related information, including branding (trademarks and logos) and images (collectively, the Content) are provided and determined by you. You are solely responsible for ensuring the accuracy of the Offer and Content.

11.6 By providing Content to us as part of our Services, you grant us the right and license to use, modify (e.g. for formatting and display purposes), publicly perform, publicly display, reproduce and distribute such Content on and through the Services, including any Software we make available to you. This license includes the right for us to make Content available to other users who may access and use your Content.

11.7 You are solely responsible for (a) fulfilling the terms of your Offers and determining the criteria for your customers to earn and redeem perks, rewards, stamps, credits or incentives (Rewards); and (b) honoring Rewards for eligible customers who earn those Rewards and you agree not to withdraw or terminate any Offer after it has been made publicly available to your customers without offering a reasonable alternative method for customers to redeem any Rewards related to the Offer.

11.8 You are solely liable for, and we shall have no liability in relation to, any costs or expenses (including refunds) associated with your Offers or Rewards or your failure to issue, accept, fulfill or redeem any Rewards

12. Confidentiality

12.1 You shall safeguard all confidential information we supply or otherwise make accessible to you (including the terms of this Agreement) using a reasonable degree of care. You shall only use our confidential information for the

purposes of this Agreement and shall not disclose our confidential information to any person, except as we may agree in advance and in writing. We acknowledge that you may be subject to public records laws for the State in which you are located and any non-exempt public records, which may include our confidential information, are subject to inspection and copying upon request by the public. If a Public Records request is made for our confidential information, you will provide us 10 days' prior notice of your intent to disclose the records so that we may seek a protective order or take other court action. If no such action is filed, you may disclose the records. At our request you shall return to us or destroy all of our confidential information in your possession or control.

12.2 You agree that breach of the restrictions on use or disclosure of our confidential information would result in immediate and irreparable harm to us, and money damages would be inadequate to compensate for that harm. We shall be entitled to equitable relief, in addition to all other available remedies, to redress any breach.

12.3 You may submit comments or ideas about our Services, including about how to improve our Services. By submitting any idea, you agree that: (a) we expressly disclaim any confidentiality obligations or use restrictions, express or implied, with respect to any idea; (b) your submission will be non-confidential; and (c) we are free to use and disclose any idea on an unrestricted basis without notifying or compensating you. You release us from all liability and obligations that may arise from our receipt, review, use or disclosure of any portion of any idea.

13. Use of Data

13.1 You agree we may use Transaction Data for the purpose of providing additional products and services to you, other merchants, or third parties. This includes using Cardholder information, dates, transaction details, and other Transaction Data to provide you with analytics products and services as well as collecting using Transaction Data aggregated with other merchants' transaction data to provide you, other merchants, third parties with analytic products and services.

13.2 In the course of providing Services, we may collect information relating to activities on your network, including network configuration, TCP/ IP packet headers and contents, log files, malicious codes, and Trojan horses. We retain the right to use this information or aggregations of this information, in addition to the Transaction Data described above, for any reasonable purpose.

13.3 You agree that we may obtain relevant information from any applicable telecommunications provider you utilize, as necessary to investigate any allegation of fraud, suspected fraud or other actual or alleged wrongful act by you in connection with the Services.

14. Intellectual Property Rights

14.1 All right, title, and interest in and to all confidential information and intellectual property related to the Services (including the Marks, all Software, the content of any materials, web screens, layouts, processing techniques, procedures, algorithms, and methods and any updates, changes, alterations, or modifications to or derivative works from such intellectual property), owned, developed or licensed by us prior to, during the term of, or after this Agreement, or employed by us in connection with the Services, shall be and remain, as among the Parties, our or our affiliates', our vendors' or our licensors' (as applicable) sole and exclusive property and all right, title and interest associated with the Services, Equipment and Software not expressly granted by us in this Agreement are deemed withheld.

You may not use our Marks in any manner, including in any advertisements, displays, or press releases, without our prior written consent.

14.2 You may not, nor may you permit any third party to do any of the following: (a) decompile, disassemble, reverse engineer, or otherwise attempt to reconstruct or discover by any means any source code, underlying ideas or algorithms of the Service, Software or Equipment (or any part), except to the extent that such restriction is expressly prohibited by law; (b) modify, translate, or alter in any manner, the Service, Software or Equipment (or any part) or the Marks; (c) create derivative works of or based on the Service (or any part), Software or the Marks; (d) except for backup and archival purposes, directly or indirectly copy the Service or any Software (or any part); (e) republish, upload, post, transmit, disclose, or distribute (in any format) the Service or Software (or any part) except as permitted in this Agreement; or (f) remove, relocate, or otherwise alter any proprietary rights notices from the Service, Software or documentation (or any part) or the Marks.

14.3 If we provide you with copies of or access to any Software or documentation, unless otherwise expressly stated in writing, that Software and documentation is provided on a personal, non-exclusive, non-transferable, non-assignable, revocable limited license for the period of your subscription to the applicable Service and solely for you to access and use the Software and documentation to receive the relevant Services for its intended purpose on systems owned or licensed by you. Software can only be used with certain computer operating systems and it is your responsibility to ensure that you have the appropriate hardware and software to use the Software.

14.4 You shall not take any action inconsistent with the stated title and ownership in this Section 14. You will not file any action, in any forum that challenges the ownership of any part of the Service or any Software, materials or documentation. Failure to comply with this provision will constitute a material breach of this Agreement. We have the right to immediately terminate your access to and use of the Service in the event of a challenge by you.

14.5 If you are acquiring any Services on behalf of any part of the United States Government (Government): (a) any use, duplication, or disclosure by the Government is subject to the restrictions set forth in subparagraphs (a) through (d) of the Commercial Computer Software-Restricted Rights clause of FAR 52.227-19 when applicable, or in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013, and in similar clauses in the NASA FAR Supplement; and (b) we are the contractor/manufacturer, with the address set forth in this Agreement.

15. Assignment

15.1 Any transfer or assignment of this Agreement by you, without our prior written consent (such consent not to be unreasonably withheld by us), by operation of law or otherwise, is voidable by us and, in such event we may: (a) suspend Services at any time and without notice, (b) hold you and your guarantors liable for all obligations incurred by such purchaser or transferee, and (c) offset funding and obligations incurred on your accounts without regard to whether such funding or obligations relate to activities of you or of such purchaser or transferee.

15.2 If you make an assignment (or provide a security interest) of receivables covered by this Agreement, then we may, at our option, elect to: (a) refuse to acknowledge such assignment unless accompanied by an authorization to both initiate debits or credits to the bank account of the assignee; (b) terminate this Agreement immediately; or (c) charge for any transfers that we are called upon to make manually to fulfill such an assignment at the rate of $100 per transfer.

15.3 Processor may not assign or transfer this Agreement to any other Person without your prior written consent (such consent not to be unreasonably withheld by you). Subject to Card Organization Rules, Bank may assign or transfer this Agreement and its rights, duties and obligations hereunder, in whole or in part, to any Person, whether in connection with a change in sponsorship, as set forth in the preceding paragraph, or otherwise, without notice to you or your consent. In addition, another Visa and Mastercard member may be substituted for Bank under whose sponsorship this Agreement is performed with respect to Visa and Mastercard transactions. Upon such substitution, such other Visa and Mastercard member shall be responsible for all obligations required of Bank, including full responsibility for its Card program and such other obligations as may be expressly required by applicable Card Organization Rules.

15.4 If this Agreement is assigned with our permission or by operation of law, the restriction against assignment shall continue to apply to the assignee, who will not be authorized to further assign this Agreement except as described in this Section.

16. Terms; Events of Default

16.1 This Agreement becomes effective only when approved by our Credit Department. We reserve the right to immediately suspend or terminate your account and this Agreement if you fail to meet our credit policies even if your account has been activated to submit transactions prior to your approval by our Credit Department.

16.2 The initial term of this Agreement is three years from the date of your approval by our Credit Department (the Initial Term). After the Initial Term, subject to Section 16.3, this Agreement shall automatically extend for additional period of one year each (each an Extended Term).

16.3 A party may give written notice to the other party, not later than 30 days before the end of the Initial Term or the relevant Extended Term, to terminate this Agreement at the end of the Initial Term or the relevant Extended Term, as the case may be. Should you fail to notify us in writing that you wish to terminate this Agreement under this Section

16.3 you agree that you will continue to be charged certain fees pursuant to this Agreement even if you are not using your account. If you have an equipment lease, termination of this Agreement does not terminate that equipment lease.

16.4 We may terminate this Agreement or suspend any or all of the Services immediately and without notice in the following circumstances (each, a Default):

a) a material adverse change in your business, financial condition, or business prospects;

b) any assignment or transfer of voting control of you or your parent or sale of all or a substantial portion of your assets;

c) irregular Card sales by you, excessive Chargebacks, noncompliance with any applicable data security standards, as determined by Servicers, or any Card Organization, or any other Person, or an actual or suspected data security breach, or any other circumstances which, in our sole discretion, may increase our exposure for your Chargebacks or otherwise present a financial or security risk to us;

d) you breach any of your representations, warranties or covenants in this Agreement or you default in any material respect in the performance or observance of this Agreement or in any agreement with any of our respective Affiliates, including the establishment or maintenance of funds in a Reserve Account or any failure to notify us of any change to the information in your merchant profile;

e) your actions come under investigation by any Card Organization resulting in the Card Organization directing us to terminate or suspend our Services or Agreement with you; or

f) you violate any applicable law or Card Organization Rule or we reasonably believe that termination of this Agreement or suspension of Services is necessary to comply with any law, including the rules and regulations promulgated by the Office of Foreign Assets Control of the U.S. Department of the Treasury.

16.5 We may suspend or terminate this Agreement or our provision of one or more Services to you without penalty if: (a) the Service is generally discontinued; (b) our arrangement with the Card Organization or third party vendor in relation to the Service expires or terminates; (c) we are directed to end the service to you by any Card Organization; (d) we are prevented from providing the Service by any law, regulation, requirement, ruling or notice issued in any form whatsoever by judicial or governmental authority; or (e) we are for any other reason no longer able to provide the Service.

16.6 We may also suspend Services to: (a) prevent damages to, or degradation of, our or a third party vendor or network's network integrity that may be caused by a third party; (b) comply with any law, regulation, court order or other governmental request which requires immediate action; or (c) otherwise protect us or a third party vendor from potential legal liability. To the extent commercially reasonable, we shall give notice to you before suspending any Services in these circumstances. If not commercially reasonable to give prior notice, we shall give notice to you as soon as commercially practicable thereafter. Availability of Services may vary due to events beyond the control of us or our third party vendors. In the event of a suspension of a Service under this Section, we or the applicable third party vendor shall promptly restore the Services after the event giving rise to the suspension has been resolved.

16.7 Subject to Section 16.8, you can terminate this Agreement if we notify you of an increase to your fees or add new fees and you notify us that you are terminating this Agreement within 30 days of our notice. If you do not notify us in the required period, you are deemed to have accepted the fee changes.

16.8 Your right to terminate under Section 16.7 does not apply to increases in rates or any other charges or new fees imposed on us by third parties (including the Card Organizations) which we pass on to you in accordance with Section 6.5 or where we adjust your fees in accordance with Section 6.4. Any termination in these circumstances shall be considered a breach of this Agreement

16.9 The expiration or termination of this Agreement shall not affect the obligations and rights of the parties pursuant to provisions of this Agreement which by their terms are intended to survive, including Sections 8, 10, 12, 14, 17, 19, 26 and 27. After expiration or termination of this Agreement or your subscription to a particular Service for any reason: (a) your right and license to access and use the Software and documentation associated with the Service shall immediately cease and, within five (5) days after such event, you shall either return to us or destroy all Software and documentation provided to you by us and shall so certify to us in writing; and (b) you shall continue to bear total responsibility for all transactions you have submitted to us and all Chargebacks, fees, Card Organization fines imposed on us as a result of your acts or omissions, credits and adjustments resulting from Card transactions processed pursuant to this Agreement, and all other amounts then due or which may become due under this Agreement. On termination due to a Default, all amounts owing to us shall be immediately due and payable.

16.10 If you file for protection under the U.S. bankruptcy code or any other laws relating to bankruptcy, insolvency, assignment for the benefit of creditors or similar laws, and you continue to use our Services, it is your responsibility to open new accounts to distinguish pre and post filing obligations. You acknowledge that as long as you utilize the accounts you established prior to such filing, we will not be able to systematically segregate your post-filing transactions or prevent set-off of the pre-existing obligations. In that event, you will be responsible for submitting an accounting record supporting any adjustments that you may claim.

16.11 The Card Organizations maintain merchant lists such as the Member Alert To Control High-risk (Merchants) (MATCH) who have had their merchant agreements or card acceptance rights terminated for cause. If this Agreement is terminated for cause, you

(a) agree that we may report your business name and the names and other information regarding your principals to the Card Organizations for inclusion on such list(s); and (b) waive and hold us harmless from and against any and all claims which you may have as a result of such reporting.

17. Reserve

17.1 You agree that in addition to any other rights we have under this Agreement, we may establish a Reserve consisting of cash or other assets that we will hold to satisfy your obligations or potential obligations under this Agreement or any other agreement with us or our Affiliates.

17.2 The amount of the Reserve shall be set by us in our sole discretion based upon your processing history and the potential risk of loss to us, as we may determine.

17.3 The Reserve shall be fully funded upon three days' notice to you or immediately in instances of suspected fraud or a Default.

17.4 The Reserve may be funded by all or any combination of: (a) one or more debits to your Settlement Account or any other accounts held by Bank or any of its Affiliates, at any financial institution maintained in your name or in the name of any of your principals, or any of your guarantors, or if any of same are authorized signers on such account; (b) any payments otherwise due to you from us or our Affiliates; or (c) any other collateral that you agree to provide and we agree to accept in our mutual discretion.

17.5 If this Agreement is terminated by any party, an immediate Reserve may be established without notice in the manner provided above. In these circumstances, the Reserve will be held by us for 10 months after termination of this Agreement or for such longer period of time as is consistent with resolution of all liability from your Card acceptance including Chargebacks, fines, fees or obligations of any other kind.

17.6 Any funds we hold in Reserve represent general payment obligations to you which do not become due until all potential contingent liabilities arising from your Card transactions have expired or lapsed. We may set-off any obligations that you owe to us before returning the balance of the Reserve. Unless specifically required by law, you shall not be entitled to interest on any funds held by us in the Reserve, and we shall be entitled to accrued interest in such funds.

17.6 If any funds we hold in Reserve are not sufficient to cover the Chargebacks, adjustments, fees and other charges and amounts due from you, or if the funds in Reserve have been released, you agree to promptly pay us such sums upon request.

18. Account Information

18.1 You are solely responsible for: (a) ensuring the accuracy of all information and data regarding your business that you provide to us or our service providers in connection with the Services, including any menus loaded onto a Device; (b) verifying that all information and data loaded onto a Device by us or our service providers at your request are accurate prior to your business use of such Device; and (c) immediately notifying us should any information you have provided to us become inaccurate or misleading. We and our service providers disclaim any and all liability arising out of any inaccuracies with respect to such information or data.

18.2 Upon request, you will provide us and our Affiliates quarterly financial statements within 45 days of the end of each fiscal quarter and annual audited financial statements within 90 days of the end of each fiscal year. Any financial statements provided must be prepared in accordance with generally accepted accounting principles. You will also provide other information concerning your business and your compliance with the terms and provisions of this Agreement as we may reasonably request.

18.3 You authorize us and our Affiliates to obtain from third parties financial and credit information relating to you in connection with our determination whether to accept this Agreement and our continuing evaluation of your financial and credit status. We may also access and use information which you have provided to us for any other reason.

18.4 Upon request, you shall provide to us and our Affiliates or our representatives or regulators (as well as those of the Card Organizations) reasonable access to your facilities and records for the purpose of performing any inspection (including of Equipment) and copying of books and records deemed appropriate. You shall pay the costs incurred by us or our Affiliates for such inspection, including costs incurred for airfare and hotel accommodation.

18.5 You authorize us to share information provided by you in your Application or otherwise with other relevant organizations, including those involved in the provision of the Services.

19. Audit Rights

19.1 Upon notice to you, we may audit your usage, records and security, your customer's payment processing information, and the Services to ensure that (a) you are using the Services in full compliance with this Agreement; (b) all applicable fees have been paid; and; (c) you are in full compliance with all applicable laws, regulations and rules (including Card Organization Rules). Any such audit shall be conducted during regular business hours at your offices and shall not interfere unreasonably with your business.

19.2 You shall cooperate fully with any investigation or audit we or any Card Organization may undertake in relation to data security and you authorize us to share the details of any

questionnaire or compliance report with the Card Organizations

20. Software Updates and Maintenance

20.1 We may perform maintenance on Software or Services which may result in service interruptions, delays, or errors. We will not be liable for any such interruptions, delays, errors, or bugs. You agree that we may contact you in order to assist you with the Software or Services and obtain information needed to identify and fix any errors.

20.2 We may, at our discretion, release enhancements, improvements or other updates to any Software. If we notify you of any such update, you shall integrate and install such update into your systems within thirty (30) days of your receipt of such notice. You acknowledge that failure to install any updates in a timely fashion may impair the functionality of the Software or Services. We shall have no liability for your failure to properly install the most current version of any Software or any update, and we shall have no obligation to provide support or services for any outdated versions.

20.3 You acknowledge and understand that certain Software can automatically install, download, and/or deploy updated and/or new components, which may include a new version of the Software itself. You shall not, in any event or in any manner, impede the update process. You agree to assume full responsibility and indemnify us for all damages and losses, of any nature, for all adverse results or third party claims arising from your impeding the update process.

20.4 We and our Wireless Vendor(s) reserve the right to make changes in the configuration of Wireless Services, Wireless Networks, Wireless Equipment, Wireless Software, rules of operation, accessibility periods, identification procedures, type and location of equipment, allocation and quantity of resources utilized, programming languages, administrative and operational algorithms and designation of the control center serving you at the particular address.

20.5 The default version and functionality of Clover software applications that are accessible at the time you acquire a Clover Device may vary.

21. Accessing Services via wireless services, the Internet or third parties

21.1 You may access certain of our Services through a Device using a wired (ethernet) or wireless (WiFi or cellular) connection to the internet. You are solely responsible for the payment of any fees that may be imposed by your internet/data provider. Your use of any Services accessed wirelessly or through the internet is subject to: (a) the terms of any agreements you have with your internet/data provider; and (b) availability, transmission range and uptime of the services and any wireless equipment.

21.2 You agree that we shall not be liable to you for any claims, damages, losses, obligations, costs or expenses or other liability arising directly or indirectly from or otherwise concerning (a) any termination, suspension, delay or disruption of service (including billing for a service) by the internet, any common carrier or any third party service provider; (b) any failure, disruption or malfunction of any of the Services, the Internet, or any communications network, facility or equipment beyond our or a third party's reasonable control, whether or not attributable to one or more common carriers; (c) your failed attempts to access any Services or to complete transactions via any of the Services; or (d) any failure to transmit, obtain or collect data or for human, machine or software errors or faulty or erroneous input by you.

21.3 We may alter which Devices and browsers are approved as compatible with particular Services in our discretion.

21.4 If a Service relies on online connectivity to provide up-to-date data, you assume all risk, responsibility and liability associated with any transaction that you choose to conduct while the Service is offline.

22. Service Integration

22.1 Unless otherwise agreed in writing, you have the sole responsibility to select and employ any competent programming agent(s) to accomplish any programming required to make your systems function correctly with our platforms (Integration). You shall be responsible for all technical support for your systems and Integration related issues. You agree that you will use commercially reasonable efforts to complete any Integration as soon as possible. You will be responsible for all of your own development and implementation costs associated with such Integration.

22.2 You acknowledge that unless and until you complete any Integration, no Services which require such Integration shall need be provided by us to you pursuant to this Agreement.

22.3 Upon your request to us, and upon payment of any applicable fees, we may provide you with set-up services to assist with any Integration.

23. Security

23.1 You are solely responsible for establishing and maintaining Card Organization Rule compliant security policies and procedures to prevent unauthorized access to and use of Cardholder Information or any other data, including by implementing: (a) all steps required to comply

with the PCI DSS, including ensuring all third parties and software use by you in connection with your payment processing are compliant with PCI DSS; (b) appropriate controls to limit access to, and render unreadable prior to discarding, all Cardholder Information and other data; (c) firewalls, passwords and other appropriate security features to protect against unauthorized access to your terminals, systems, the Services and any Software by your employees, contractors, customers, or by any other person (including instituting appropriate controls to prevent employees or others from submitting credits that do not reflect bona fide returns or reimbursements of earlier transactions); and (d) any other reasonable protective techniques suggested by us. You are required to provide information to us regarding your PCI-DSS compliance when requested, including but not limited to an annual questionnaire that we will make available to you.

23.2 If you become aware of any loss, theft or unauthorized use of any data and/or any suspected breach of your systems or any suspicious transactions or fraudulent activity or if any other Data Security Event occurs, you shall (a) immediately notify us (and, as required under the Card Organization Rules, each Card Organization); (b) cooperate fully with any investigation into such matter by us or any Card Organization; (c) investigate the matter and perform all remedial actions reasonably specified by us; (d) not, without our prior written consent, take any action, or fail to take any action, which prejudices our rights under this Agreement; (e) not admit any liability, assume any financial obligation, pay any money, or incur any expense in connection with any Data Security Event without our prior written consent. If you do so, it will be at your own expense; and (f) grant us and our vendors the right to access and perform a scan of the IP addresses identified within your profile (and you agree and authorize payment for the additional scan). We reserve the right to deny you access to the Services, in whole or in part, if we believe that any loss, theft or unauthorized use of any data or access information has occurred.

23.3 You are responsible for all electronic communications sent to us or to any third party. When we receive communications from you we will assume you sent it to us.

23.4 You will not obtain ownership rights in any Cardholder Information. You must not use, disclose, store, sell or disseminate any Cardholder Information except for purposes of authorizing, completing and settling Card transactions and resolving any Chargebacks, retrieval requests or similar issues involving Card transaction.

24. Supply of Equipment

24.1 We will sell to you, and you will buy from us Equipment identified in Equipment Documents as being sold to you (individually and collectively, the Purchased Equipment). We will rent to you and you agree to accept and rent from us Equipment identified in Equipment Documents as being rented to you (individually and collectively, the Rental Equipment).

24.2 Any Equipment sold or rented to you is being sold or rented to you solely for business use and not for household or personal use.

24.3 Warranties, if any, for the Equipment or any related Software will be contained within the packaging and originate from the applicable third party provider or manufacturer (Vendor) not us.

24.4 YOU ACKNOWLEDGE THAT ANY EQUIPMENT AND/OR SOFTWARE YOU PURCHASE OR RENT FROM US MAY NOT BE COMPATIBLE WITH ANOTHER PROCESSOR'S SYSTEMS. WE DO NOT HAVE ANY OBLIGATION TO MAKE SUCH SOFTWARE AND/OR EQUIPMENT COMPATIBLE WITH ANY OTHER PROCESSING SYSTEMS. IF YOU ELECT TO USE ANOTHER PROCESSING SERVICE PROVIDER ON TERMINATION OF THIS AGREEMENT, YOU ACKNOWLEDGE THAT YOU MAY NOT BE ABLE TO USE THE EQUIPMENT AND/OR SOFTWARE RENTED OR PURCHASED UNDER THIS AGREEMENT.

24.5 We will provide you supplies as requested by you. You shall pay the purchase price for such supplies, plus shipping and handling charges, including all applicable tax, prior to delivery of the supplies or upon invoice, as specified by us, or at our option, such amounts will be collected by us by debits or deductions pursuant to this Agreement.

24.6 We will deliver the Equipment to the site you designate. You are deemed to have accepted each piece of Equipment at the earlier of: (a) your actual acceptance after installation; (b) delivery to you if your site is not prepared and ready for installation; or (c) for Equipment that we have not agreed to install for you, seven (7) days after shipment of each such piece of Equipment. The rental period for each piece of Rental Equipment starts on the date the Equipment is deemed accepted and terminates at the scheduled termination date in the Equipment Documents.

24.7 You will prepare the installation site(s) for the Equipment, including the power supply circuits and phone lines, in conformance with the manufacturer's and our specifications and will make the site(s) available to us by the confirmed shipping date. Any alterations required for installation of Equipment will be done at your expense.

24.8 You shall cause the Equipment to be operated by competent and qualified personnel in accordance with any operating instructions furnished by us or the manufacturer. You shall not use the Equipment, or permit the Equipment to

be used, in any manner or for any purpose for which the Equipment is not designed or reasonably suited.

24.9 You may not relocate, remove, disconnect, modify or in any way alter any Equipment without our prior consent.

24.10 You are responsible for safeguarding Equipment from (and shall immediately notify us of any) loss, damage, unauthorized use, misuse or theft.

24.11 You shall keep the Rental Equipment adequately insured against loss by fire, theft and all other hazards (comprehensive coverage). The loss, destruction, theft of or damage to the Rental Equipment does not relieve you of your obligation to pay the full purchase price or rent payable under this Agreement.

24.12 If Equipment is defective, you must immediately call the POS Help Desk. If necessary, we will assist you in obtaining replacement Equipment. If you fail to return any defective Equipment, you may be responsible for its replacement value and for any legal and/or collection costs incurred by the Equipment owner in connection with recovering Equipment.

24.13 Rented Equipment may not be subleased at any time and you must keep all Equipment free of any claims, liens and legal processes initiated by creditors.

24.14 Promptly upon termination of all applicable rental periods or promptly following any action by us following a Default, you shall deliver possession of all Rental Equipment (including all attachments and parts) to us at your cost in the same operating order, repair, condition and appearance that the Rental Equipment had at the time of its delivery to you, except for reasonable wear and tear. For each item of Rental Equipment not so returned 14 calendar days after (a) termination of the applicable rental period, or (b) any action by us following a Default, you agree to pay us the greater of $250 or the fair market value of such item of Equipment if it were in the condition described above, as determined by us.

24.15 Except for Purchased Equipment that has been paid for in full, the Equipment shall remain our personal property and shall not under any circumstances be considered to be a fixture affixed to your real estate. You shall permit us to affix suitable labels or stencils to the Equipment indicating our ownership.

24.16 You shall return Equipment in accordance with the procedure set out in the Your Payments Acceptance Guide. Rental fees may be continued until Equipment is returned.

24.17 You hereby grant to us a security interest in (a) all Purchased Equipment and the related Software to secure payment of the purchase price; and (b) all Rental Equipment and the related Software to secure payment of the monthly payments and authorize us to file financing statements with respect to the Equipment and the Software in accordance with the Uniform Commercial Code, signed only by us or signed by us as your attorney-in-fact.

24.18 You agree that in order to access any Wireless Services, you must use wireless POS Terminals and accessories approved for use with the Wireless Services by us in our sole discretion (Wireless Equipment).

24.19 You agree to obtain any and all licenses, permits or other authorizations required by the Federal Communications Commission (FCC) or any other regulatory authority, if any, for the lawful operation of any Wireless Equipment used by you. You shall promptly provide us with all such information as we may reasonably request with respect to matters relating to the rules and regulations of the FCC.

25. Compliance with Laws

25.1 You shall comply fully with the requirements of all applicable federal, state and local laws and regulations related to your use of Software, Equipment and each Service and provision and use of any Cardholder Information, customer information and other point of sale data in connection with the Services. You shall not use the Services for illegal purposes.

25.2 You are solely responsible for obtaining all required permits and monitoring legal developments applicable to the Services and the operation of your business, interpreting applicable laws and regulations, determining the requirements for compliance with all applicable laws and regulations, and maintaining an on-going compliance program.

25.3 NOTWITHSTANDING THE CAPABILITY OF CERTAIN SERVICES TO COLLECT AND STORE CUSTOMER INFORMATION AND TO ALLOW YOUR CUSTOMERS TO ELECT TO RECEIVE MARKETING MATERIALS FROM YOU, SOME STATES MAY LIMIT YOUR USE OF SUCH INFORMATION ONCE COLLECTED, EVEN IF THE CUSTOMER HAS PROVIDED HIS CONSENT, AND/OR YOUR DISCLOSURE OF SUCH INFORMATION TO THIRD PARTIES. YOU ACKNOWLEDGE AND AGREE THAT (a) YOUR USE OF ANY CUSTOMER INFORMATION OBTAINED IN CONNECTION WITH THE SERVICES MAY BE SUBJECT TO LOCAL, STATE, AND/OR FEDERAL LAWS, RULES, AND REGULATIONS, (b) YOU ARE SOLELY RESPONSIBLE FOR KNOWING SUCH LAWS, RULES, AND REGULATIONS, AND

(c) YOU WILL AT ALL TIMES STRICTLY COMPLY WITH ALL SUCH LAWS, RULES, AND REGULATIONS.

26. Responsibilities

26.1 You agree to be fully responsible for and hold us, our Affiliates and third party service providers harmless from and against all losses, liabilities, damages and expenses arising from:

(a) any breach or misrepresentation by you under this Agreement; (b) your or your employees' or your agents' negligence or willful misconduct, in connection with Card transactions or otherwise arising from your provision of goods and services to Cardholders; (c) your use of the Services, including any Software or Equipment provided under this Agreement; (d) any third party indemnifications we are obligated to make as a result of your actions (including indemnification of any Card Organization or Issuer); (e) your use of any Cardholder Information or other customer information obtained in connection with your use of the Services; (f) the content or delivery of any marketing messages that you send or cause to be sent to any customer; or (g) any other persons authorized or unauthorized access and/or use of any Service, Software or Equipment, whether or not using your unique username, password, or other security features.

26.2 Subject to the limitations set forth in Section 10.3, we agree to agree to be fully responsible for and hold you harmless from and against all losses, liabilities, damages and expenses directly resulting from any breach or misrepresentation by us under this Agreement or directly arising out of our or our employees' gross negligence or willful misconduct in connection with this Agreement; provided that this obligation shall only apply to Bank in relation to the services provided by it hereunder.

27. Dispute Resolution

The parties agree to resolve disputes in accordance with this section.

27.1 Informal Resolution. In the event of any dispute or disagreement between the parties arising out of or relating to this Agreement (the "Dispute"), either party ("Notice Party") may provide written notice to the other party ("Receiving Party") in an attempt to informally resolve the Dispute, including a description of the issues ("Initial Notice"). If the parties' authorized representatives do not resolve the Dispute within ten (10) business days of delivery of the Initial Notice, then each party shall immediately refer the Dispute to an executive at the Vice President level. No proceedings for the resolution of such Dispute may begin until it has been elevated to the Vice President level, and the Vice President concludes, after a good faith effort to resolve the Dispute, that resolution through continued discussion is unlikely.

27.2 Litigation. Any Dispute not resolved within sixty (60) calendar days after a good faith effort to resolve the Dispute informally pursuant to Section 27.1 may be submitted to litigation. The parties agree that any litigation involving any Claim, regardless of whether the Claim is in contract, tort (including negligence), or otherwise or is legal or equitable in nature, that arises out of this Agreement that relates to the Services or the subject matter of this Agreement be brought exclusively in any appropriate state or federal court located in the State in which you are located.

27.4 Choice of Law; Venue. This Agreement shall be governed by and construed in accordance with the laws of the State in which you are located (without regards to its choice of law provisions). The exclusive venue for any actions or claims arising under or related to this Agreement shall be in the appropriate state or federal court located in the State in which you are located.

27.5 Nothing in this Agreement will abrogate the defense of sovereign or governmental immunity if otherwise available to you.

28. Notices

28.1 All notices and other communications required or permitted under this Agreement (other than those involving normal operational matters relating to the processing of Card transactions) shall be in writing and sent:

a) if to you, to your email address or postal address appearing on the Application;

b) if to Processor, to its address appearing on the confirmation page, with a copy to Attention: General Counsel's Office, 3975 N.W. 120th Avenue, Coral Springs, FL 33065; and

c) if to Bank, to the address appearing on the confirmation page.

28.2 Notices shall be effective when actually received or, if sent by courier, when delivered. Notices sent to your last known e-mail address or postal address, as indicated in our records, shall constitute effective notice to you under this Agreement.

28.3 You must give us 30 days prior notice of any change to your address. Failure to provide us with a valid address may result in the termination of this Agreement.

28.4 Notwithstanding the above, all bankruptcy, credit reporting or collection related notices must be sent to the following address: Merchant Services Department, P.O. Box 675799 Marietta, GA 30006 Attn: Bankruptcy and Collection Notifications.

28.5 All notices must include your name(s) and merchant number(s).

29. Communications

29.1 You agree that we, our affiliates and our third party subcontractors and/or agents, may use, in addition to any live agent calls, an automatic telephone dialing system, an artificial or pre-recorded voice, or both, to contact you at the telephone number(s) you have provided, and/or may leave a detailed voice message if you are unable to be reached, even if the number provided is a cellular or wireless number or if you have previously registered on a Do Not Call list or requested not to be contacted for solicitation purposes.

29.2 You consent to receiving commercial electronic messages, including email messages, SMS and text messages, and telephone calls, from us, our Affiliates, and our third party subcontractors and/or agents.

30. Whole Agreement; Waiver; Severability

30.1 This Agreement constitutes the entire Agreement between the parties with respect to its subject matter, and supersedes any previous agreements and understandings.

30.2 A party's waiver of a breach of any term or condition of this Agreement shall not be deemed a waiver of any subsequent breach of the same or another term or condition.

30.3 Except with respect to Section 27, the parties intend every provision of this Agreement to be severable, and, if any part of this Agreement is not enforceable, the remaining provisions shall remain valid and enforceable.

31. Amendment

31.1 We may modify this Agreement (including changing the fees or adding new fees) by 20 days written notice to you. Subject to Section 31.2, you may choose not to accept the change by terminating this Agreement by written notice within 30 days of our notice.

31.2 Notwithstanding Section 31.1, we may at any time modify this Agreement in accordance with Section 6.5 or to reflect changes in applicable law, the Card Organization Rules or security procedures and your right of termination shall not arise in such circumstances.

32. Third Party Beneficiaries

32.1 Our Affiliates and any Persons we use in providing the Services are third party beneficiaries of this Agreement and each of them may enforce its provisions as if they are a party to it. The rights of the parties to rescind or agree to any variations, waiver or settlement under this Agreement are not subject to the consent of any Person.

32.2 Except as expressly provided in this Agreement, a person who is not a party to this Agreement shall have no rights or remedies under this Agreement.

33. 6050W of the Internal Revenue Code

33.1 Under Section 6050W of the Internal Revenue Code, you will receive a Form 1099- K reporting the gross dollar amount of card transactions processed through your merchant account with us in each year.

33.2 Amounts reportable under Section 6050W are subject to backup withholding requirements. We will be required to perform backup withholding by deducting and withholding income tax from reportable transactions if (a) you fail to provide your taxpayer identification number (TIN) to us, or (b) if the IRS notifies us that the TIN (when matched with the name) provided by you is incorrect. Accordingly, to avoid backup withholding, it is very important that you provide us with the correct name and TIN that you use when filing your tax return that includes the transactions for your business.

34. Export Compliance

34.1 You agree not to export or re-export any Software or Equipment or any underlying information except in full compliance with all applicable laws and regulations.

34.2 None of the Software or Equipment or any underlying information may be down- loaded or otherwise exported or re-exported (a) to any country to which the United States has embargoed goods (or any national or resident thereof); (b) to anyone on the United States Treasury Department's list of Specially Designated Nationals or the United States Commerce Department's Table of Deny Orders; or (c) in any manner not in full compliance with the requirements of the United States Bureau of Industry and Security and all applicable Export Administration Regulations.

34.3 If you have rightfully obtained Software or Equipment or any underlying information outside of the United States, you agree not to re-export the same except as permitted by the laws and regulations of the United States and the laws and regulations of the jurisdiction in which you obtained it. You warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

35. No Investment Advice

35.1 We do not provide any business, investment or financial advice and are not advocating any business decision or the sale or purchase of any real property, stocks, bonds, or securities.

35.2 We expressly state, and you hereby acknowledge, that any information services are provided solely for informational purposes and are not to be used as a

substitute for independent financial investment advice nor are they intended to be relied upon by any person or entity, including you or your customers for the purposes of investment or other financial decisions.

36. Interpretation; Definitions

36.1 The headings contained in this Agreement are for convenience of reference only and shall not in any way affect the meaning or construction of any provision of this Agreement. References in this Agreement to include, including, or in particular shall not be given a restrictive meaning and shall be interpreted without limitation. Reference to any legislation is to such legislation as amended or supplemented in the future.

36.2 Certain terms used in this Agreement are defined below:

Affiliate: a Person that, directly or indirectly, (i) owns or controls a party to this Agreement or (ii) is under common ownership or control with a party to this Agreement.

Anticipated Interchange and Program Pricing Level: your initial anticipated Card Organization interchange and program pricing rates.

Application: the application for Services executed by you.

Authorization: approval by, or on behalf of, the Issuer to validate a transaction. An Authorization indicates only that the Issuer has confirmed there is sufficient availability of funds on the Cardholder's account at the time the Authorization is requested.

Authorization and Capture: the communication of instructions from your POS or other systems to our computer systems, whether the communications are for authorization requests or any other capture of information.

Card: See either Credit Card or Debit Card.

Cardholder: the Person whose name is embossed on a Card and any authorized user of such Card, also referred to as a Card Member by American Express.

Cardholder Information: the data contained on a Card, or otherwise provided to you, that is required by the Card Organization or us in order to process, approve and/or settle a Card transaction, including the names, addresses and Card account numbers of Cardholders.

Card Organization: any entity formed to administer and promote Cards, including Mastercard Worldwide (Mastercard), Visa U.S.A., Inc. (Visa), DFS Services LLC (Discover Network), PayPal, Inc. (PayPal), American Express Travel Related Services Company, Inc. (American Express) and any applicable debit networks.

Card Organization Rules: the rules, regulations, releases, interpretations and other requirements (whether contractual or otherwise) imposed or adopted by any Card Organization and related authorities, including those of the PCI Security Standards Council, LLC and the National Automated Clearing House Association (including, with respect to EBTs, the Quest Operating Rules).

Chargeback: a Card transaction (or disputed portion) that is returned to us by the Issuer. You are responsible for payment to us for all Chargebacks.

Clover: Clover Network, Inc.

Clover Service: the website associated with the Clover Service, the object code version of Clover software applications (whether owned or licensed by Clover) resident on a Device at the time we provide you with the Device and the object code version of the software that enables the applications resident on a Device at the time of provisioning, and any related updates (including software maintenance or bug fixes) that are designed to assist with the management of your business and enable payment processing at the point of sale, and any materials, documentation and derivative works released by us.

Credit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network, PayPal or American Express (or any other Card Organization specified by us in writing) and authorizing the Cardholder to buy goods or services on credit.

Credit Limit: the credit line set by the Issuer for the Cardholder's Credit Card account.

Data Security Event: any actual or suspected unauthorized or fraudulent access to (or use, disclosure, or alteration of) Transaction Data (including but not limited to Cardholder Information) whether consisting of a single event, a continuous course of events, or a series of related events.

Debit Card: a card bearing a valid Mark of Visa, Mastercard, Discover Network or American Express or any debit network that is used to access funds in a Cardholder's bank account or a prepaid account.

Device: a tablet, smartphone, or other mobile or fixed form factor identified by us as compatible with and capable of accessing and/or supporting a particular Service.

Discount Rate: a percentage rate or amount charged to a merchant for processing its qualifying daily Credit Card and Non-PIN Debit transactions, as set forth in the Application.

Dispute: any dispute, claim, or controversy related to or arising under any aspect of your relationship with us, whether directly with Processor and/or Bank, or indirectly with any other person or entity related to the relationship,

and arising at any time during, before, or after that relationship.

EMV Upgrade Costs: the costs you agree to incur to upgrade payment acceptance and processing hardware and software to enable you to accept and process EMV-enabled Cards in a manner compliant with the PCI DSS.

Equipment: equipment rented to or purchased by you under this Agreement and any Equipment Documents.

Equipment Documents: documents setting out additional terms on which Equipment is rented to or purchased by you under this Agreement.

General Terms: these general terms and conditions on which the Services are provided, including any amendments or modifications.

Foreign Currency: a currency other than the Local Currency and supported by us for a particular service.

GeP Transaction: a card not present transaction between you and a Cardholder using a card type approved by us, in which you present the price for the product or service in a Foreign Currency in a card not present environment and the Cardholder authorizes (a) the price in a Foreign Currency to be submitted to a Card Organization for settlement, and (b) that the Cardholder's account will be charged for the price in the Foreign Currency.

GeP Service: the merchant pricing of goods and services in a Foreign Currency and the activity undertaken by us and/or a GeP Service Provider to authorize, process, and settle GeP Transactions.

Issuer: the financial institution or Card Organization that has issued a Card to a Person.

Local Currency: the currency associated with your place of domicile and approved by us.

Marks: names, logos, emblems, brands, service marks, trademarks, trade names, tag lines or other proprietary designations.

Merchant Account: shall mean an account set up for a merchant that requires a card processor, bank, merchant ID, terminal ID, merchant account number, or otherwise named unique merchant number. Multiple physical or virtual storefronts that process transactions under the same unique merchant number shall be deemed as one (1) Merchant Account.

Merchant Account Number: a number that numerically identifies each merchant location, outlet, or line of business to us for accounting and billing purposes.

MID: merchant identification number.

Mitigation Service: a service provided to a Cardholder whose information is the subject of a Data Security Event, where the primary purpose of the service is to mitigate the effects of the Data Security Event, including identity theft education and assistance and credit monitoring.

Non-PIN Debit: a transaction using a Debit Card that is processed without the use of a PIN.

Non-Qualified Fee: the difference between the interchange or program pricing associated with the Anticipated Interchange and Program Pricing Level and the interchange or program pricing associated with the more costly interchange or program pricing level at which the transaction actually processed.

Non-Qualified Surcharge: a surcharge applied to any transaction that fails to qualify for the Anticipated Interchange and Program Pricing Level and is therefore downgraded to a more costly interchange or program pricing level. The Non-Qualified Surcharge (the amount of which is set out on the Fee Schedule) is in addition to the Non-Qualified Fee, which is also your responsibility.

PCI: Payment Card Industry.

PCI DSS: Payment Card Industry Data Security Standard, as amended from time to time.

Person: an individual, corporation, partnership, sole proprietorship, trust, association or any other legally recognized entity or organization, other than you or us.

PIN: a Personal Identification Number entered by the Cardholder to submit a PIN Debit transaction.

PIN Debit: a transaction using a Debit Card where a Cardholder-enters a PIN via a PIN Pad.

Reserve: funds that are otherwise payable to you which we hold to secure your obligations under this Agreement, pursuant to Section 17 of this Agreement. The Reserve may also refer to other collateral that you may provide to us to secure such obligations. References to "Reserve Account" shall refer to our records and accounting of such funds or other collateral.

Security Event Expenses: means: (a) any obligation that you have to us arising from a Data Security Event, including EMV Upgrade Costs; (b) the cost of a security assessment conducted by a qualified security assessor approved by a Card Organization or PCI to determine the cause and extent of a Data Security Event; and (c) any reasonable fees or expenses incurred by us, or by you with our prior written consent, for any Mitigation Service specifically approved by

us in writing but only if the Mitigation Service is provided within one (1) year after discovery of the relevant Data Security Event.

Servicers: Bank and Processor collectively. The words "we," "us" and "our" refer to Servicers, unless otherwise indicated.

Services: the activities undertaken by us to authorize, process and settle Card transactions undertaken by Cardholders at your location(s), and all other services provided by us under this Agreement.

Settlement Account: an account or account(s) at a financial institution designated by you as the account to be debited and credited by us for Card transactions, fees, Chargebacks and other amounts due under this Agreement or in connection with this Agreement.

Software: all software, computer programs, related documentation, technology, know-how and processes embodied in the Equipment i.e. firmware or otherwise provided to you under this Agreement. For the avoidance of doubt, the term Software shall not include any third party software available as part of a Third Party Service or which may be obtained by you separately from the Services (e.g. any applications downloaded by you through an application marketplace).

Third Party Services: services, products, promotions or applications provided by someone other than us.

Transaction Data: data collected as part of performing Services for you.

Transaction Rate: the then-current Foreign Currency exchange rate used by the Card Organizations or their designee to convert the net funding amount into the Local Currency.

Wireless Networks: certain cellular telephone and data networks to which we have access though Wireless Vendors

Wireless Services: wireless data communication services that use radio base stations and switching offered by Wireless Networks in order to allow you to capture and transmit to us certain wireless Card Authorization transactions or to transmit other communications to our system.

Wireless Software: wireless software (including any documentation relating to or describing the wireless software) downloaded by you or your designee from our systems onto the Wireless Equipment.

Wireless Vendors: one or more third party vendors selected by us in our sole discretion through whom we have acquired the right to resell Wireless Services.

You, Your: the merchant signing this Agreement.

Your Payments Acceptance Guide: the information prepared by us, containing operational procedures, instructions and other rules and requirements relating to Card transactions.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**April 12, 2022**
DEPARTMENT:	**Administration**
FROM:	**Lawrence Delo**
SUBJECT:	**Consideration and Possible Action on Recommendation for MSA Professional Services, Inc. to perform Grant Identification, Solicitation and Management Services.***

ATTACHMENTS:

- Recommendation to Award Grant Services Agreement to MSA - Memo to Personnel and Finance Committee 4-12-22 (PDF)
- City of De Pere Grant Services RFP 2022 (PDF)
- MSA_De Pere WI Grant Identification Solicitation and Management ServicesEMAILED (PDF)
- CedarCorp_ Grant Services Proposal (PDF)
- McMahon Grant Services Proposal - Management Counsel Proposal-De Pere Final Draft 3 21 22 (PDF)

CITY OF DE PERE
MEMO

To: Personnel and Finance Committee

From: Lawrence M. Delo, City Administrator

Date: April 12, 2022

RE: Recommendation to Award Grant Services Agreement to MSA Professional Services

The City Council previously authorized the Administration to solicit proposals for professional grant identification, submittal and management services. The City solicited proposals from seven firms and received proposals from three firms. Proposals were submitting to the City from Cedar Corporation, McMahon and MSA Professional Services. I have attached a copy of the Request for Proposals and the three proposals the City received.

Based on a review of the submitted proposals, discussions with consultants and comments from all of the City departments, the Administration is recommending the City enter into an agreement with MSA Professional Services for grant management services.

As previously indicated to the City Council, the City will need to approve an appropriation from the unassigned reserve fund to pay for grant service expenditures throughout the balance of budget year 2022 if a contract for services is approved. The amount of appropriation needed is estimated to be approximately $2,000 to fund the first month's work of approximately 15 hours at $125 per hour and an additional $6,000 to fund an additional six hours of work per month for eight months. This does not include any additional costs that may be associated with submitting and managing specific grants approved by the City Council throughout the year.

The Administration is seeking a recommendation from the Personnel and Finance Committee to have the City Council approve an agreement with MSA Professional Services for professional grant identification, submittal and management services to include an appropriation of $8,000 from unassigned reserves.

City of De Pere, Wisconsin

Request for Proposal
Grant Identification, Solicitation and Management Services

April 2022

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A. PURPOSE OF REQUEST

The City of De Pere, Wisconsin (City) is requesting proposals (RFP) for the purpose of retaining a firm to identify on an ongoing basis grant opportunities for all City departments and operations and to solicit and manage grants as needed for the City.

Any inquiries/clarifications concerning the request for proposal should be directed by email to the Judy Schmidt-Lehman, City Attorney/Assistant City Administrator at jschmidt-lehman@deperewi.gov and should be received no later than the date specified in the time schedule.

This RFP seeks professional services, and statutory bidding laws do not apply.

B. TIME SCHEDULE

The City intends to use the following timetable for evaluation and selection of a firm:

Week of February 21, 2022	Send out request for proposal (RFP).
March 25, 2022	Deadline for receipt of responses by the City.
April 12, 2022	Finance Committee review and recommendation.
April 19, 2022	Council consideration to award contract.

C. INSTRUCTIONS TO SUBMIT PROPOSAL

1. All responses must be emailed to: Judy Schmidt-Lehman, City Attorney/Assistant City Administrator at jschmidt-lehman@deperewi.gov.

2. Questions should be addressed to Judy Schmidt-Lehman, City Attorney/Assistant City Administrator via email at jschmidt-lehman@deperewi.gov or 920-339-4042.

3. This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a response to this request or to procure or contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this request, to waive minor irregularities in the procedure, to negotiate with any qualified source, or to cancel in part or in its entirety, this RFP, if it is in the best interest of the City of De Pere to do so. The City may require the Firms selected to participate in negotiations, and to submit such price, technical or other revisions in their proposal as may result from negotiations.

4. No official or employee of the City of De Pere involved in the evaluation or approval of a proposal shall have any financial interest, either direct or indirect, in the contract. No official or employee of the City shall exercise any undue influence in the awarding of the contract.

5. Amendment of proposals may be done as follows:

a. By City: Proposals may be amended by the City in response to need for further clarification, specifications and/or requirements changes, new opening date, etc. Copies of the amendment will be emailed to prospective vendors.

b. By Firm**:** Proposals may only be amended after receipt by the City by submitting a later dated proposal that specifically states that it is amending an earlier proposal. No proposal may be amended after the opening date unless requested by the City.

D. DESCRIPTION OF THE CITY OF DE PERE

The City of De Pere is located in Brown County and is part of the Green Bay metropolitan area. Incorporated in 1890, the City of De Pere covers approximately 13 square miles and has a population of 25,410. The City operates under the Mayor-Council-Administrator form of government. The eight alderpersons represent four districts, serving two-year staggered terms, with one alderperson per district elected every year. The Mayor is elected to serve a two-year term and serves as the City's chief executive officer. The Administrator is appointed by the Common Council and serves as the City's chief administrative officer.

De Pere provides a full range of services typical of municipal governments, including police, fire and emergency medical protection; public works activities such as highway and street maintenance, refuse and recycling collection, water, storm and wastewater utilities; health department; parks and recreation activities; community development activities including planning and zoning enforcement, economic development, and construction inspection; and general and financial administration.

The City government includes 10 departments. The City employs approximately 150 full time equivalent (excluding part-time and seasonal) employees. The City's annual budget for all funds is typically about $60 million.

E. SCOPE OF GRANT SERVICES

The selected firm shall identify grant opportunities for the City throughout the contract period, including currently available and anticipated grant opportunities for all City departments and operations.

The City may choose to utilize City staff or the selected firm to submit specific grant applications and manage ongoing grant requirements and reporting. The City and selected firm will discuss grant opportunities as they are identified to determine if the City will apply for identified grants and to determine whether the City or the selected firm will be responsible for the submittal and management of the grant in a manner that the City determines best meets the needs of the City.

F. FIRM PROFILE AND QUALIFICATIONS

A. Profile of the Firm

This section should include information on:

1. The type of organization and size of the Firm.

2. Firm’s address.

3. Firm's telephone number.

4. Firm's federal tax identification number.

5. Name, title, address, telephone number and email address of contact person authorized to contractually obligate the firm.

6. The length of time the Firm has been in existence, as well as the length of time the Firm has been identifying, applying for and managing grants for municipalities located in Wisconsin.

B. Firm's Qualifications

This section should include the following:

1. Resumes of all key staff members to be assigned to the City. The resumes should include experience and educational information relative to the work proposed. In addition, list detailed time commitments of all key staff members. The Firm shall not replace any key staff member without approval of the City, whose approval will not be reasonably withheld. The resumes may be included as an appendix.

2. Description of the Firm's recent experience with local government grant identification, solicitation / application and management of local government clients similar to that being requested. Provide references from at least three prior clients, including the names, titles, addresses, telephone numbers and e-mail addresses of key client staff members.

3. Any other information relevant to the Firm's qualifications for the proposed engagement.

4. The Firm shall provide information on the circumstances and status of any disciplinary action taken or pending against the Firm during the past three years with state regulatory bodies or professional organizations.

G. SERVICE RATES AND FEES

Include a detailed description of the rate or fee structure proposed for 1) Identifying grant opportunities; 2) Preparing and submitting grant applications; and 3) Management of grants awarded to the City until grant reporting and management requirements are fulfilled. Include hourly or other pertinent rates your firm would apply to complete the required scope of work for senior staff, professional staff, and clerical staff. Final costs will be based on the actual hours of work provided. The firm shall include in this proposal the projected hours to be spent monthly on searching for and analyzing potential funding opportunities and presenting them to City staff. Costs for actual grant applications will be decided upon on a case-by-case basis at that later date.

H. CITY CONSULTANT AGREEMENT

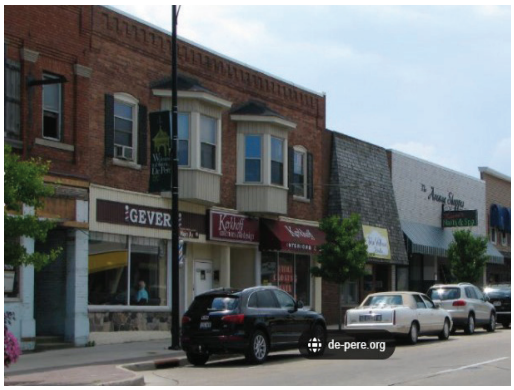
If your proposal is accepted and a contract drafted, this RFP and all documents attached hereto including any amendments, the Firm's technical and price proposals, and any other written offers/clarifications made by the Firm to be accepted by the City, will be incorporated into a Consultant Agreement t between the City and the Firm, in the form of the Sample Consultant Agreement, attached and incorporated herby.

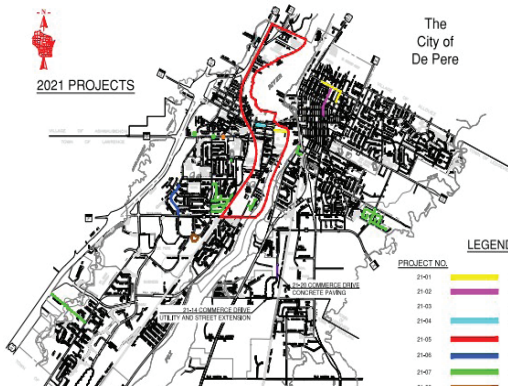
The submission of a proposal shall be considered as a representation that the Firm has carefully investigated all conditions, has full knowledge of the scope, nature and quality of work required, and is familiar with all applicable State, Federal and Local regulations that affect, or may at some future date affect the performance of this contract.

Acceptance of this proposal will take place only upon award by the Common Council, execution of the contract by the proper City officials, and delivery of the fully-executed contract to the Firm. Acceptance may be revoked at any time prior to delivery of the fully-executed contract to the successful Firm. The contract may be amended only by written agreement between the Firm and the City of De Pere.

MSA











STATEMENTS OF QUALIFICATIONS

Grant Writing Services for the City of De Pere

Prepared for:
City of De Pere, WI
March 25, 2022

Prepared by:
MSA PROFESSIONAL SERVICES
4321 W. College Avenue, Suite 200,
Appleton WI 54914

Brittney Mitchell, Funding Manager
Phone: (608) 355-8892
Email: bmitchell@msa-ps.com

Diane Wessel, Project Manager
Phone: (920) 306-5285
Email: dwessel@msa-ps.com

March 25, 2022

Judy Schmidt-Lehman, City Attorney/Assistant City Administrator
City of De Pere
335 S Broadway
De Pere, WI 54115

Re: Statement of Qualifications to Provide Grant Solicitation and Management Services for all City Departments and Operations

Dear Judy,

As the City of De Pere continues to grow, we understand that challenges that are technical (designing solutions), fiscal (funding to plan and implement changes), and economic (attracting new investment) that arise. We can assure you MSA, a full-service firm, can identify the opportunities that would greatly benefit the City of De Pere and position the community well for several funding initiatives. We bring a team skilled in everything that you need in this desired effort: community funding, engineering, community planning, architecture, landscape architecture, economic development planning, and more.

One of the strengths that our team brings is a proactive, problem-solving attitude. We identify challenges and work to solve them, and we adjust on the fly as conditions shift. We breathe life into early suggestions for such a plan by showing how it could work and securing grant funding to make it possible. These experiences strengthen our technical skills, our flexibility to deal with the unexpected, and allow us to stand out in the region.

The enclosed proposal represents our current understanding of your needs. Further discussion with you may lead to some changes in approach, so we believe this to be a good start on charting your course for funding over the next few years. We understand that the City would like to enter into an agreement with a private consultant for the purpose of locating, initiating and applying for grants for all City departments and operations.

We are confident that we can meet these needs and are committed to making these efforts a success. We look forward to the opportunity to provide the next step and help meet the funding needs in your community!

Sincerely,
MSA Professional Services, Inc.

Brittney Mitchell
Funding Manager
P: (608) 355-8892 E: bmitchell@msa-ps.com

Diane Wessel, AICP & ICMA-CM Candidate
Project Manager | Community Development Specialist
P: (920) 306-5285 E: dwessel@msa-ps.com



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FIRM PROFILE.

MSA Professional Services, Inc. (MSA) specializes in the sustainable development of communities. We achieve this by building honest, open relationships that go beyond the project to become a trusted source of expertise and support for immediate challenges and long-term goals. Big or small, we do whatever it takes to meet each need, working to make communities stronger in the process. **It's more than a project. It's a commitment.**

MSA's roots reach back to the 1930s. Once a rural land survey company, our firm now consists of approximately 380 engineers, architects, planners, funding experts, surveyors, GIS experts and environmental scientists. MSA excels at helping clients identify grant and funding sources and then delivering high-quality, cost-effective solutions.

CONTACT OF REPRESENTATIVE

Brittney Mitchell, Funding Manager
(608) 355-8892
bmitchell@msa-ps.com

Diane Wessel, Project Manager
(920) 306-5285
dwessel@msa-ps.com

TYPE OF ENTITY

Corporation

DATE OF INCORPORATION

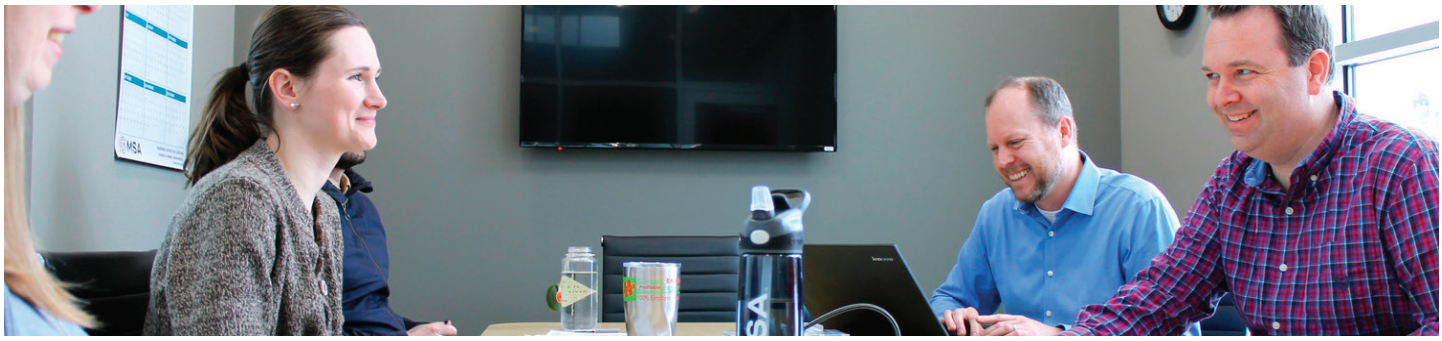
1962

MAIN OFFICE WHERE WORK WILL BE CONDUCTED

4321 W. College Avenue, Suite 200, Appleton WI 54914

FEDERAL TAX IDENTIFICATION NUMBER

04-803-4433



CERTIFICATION OF ETHICAL PRACTICES

MSA Professional Services, Inc. certifies that we never received any type of citation for the violation of an ethical or professional standard.

Our primary goal is to build long-term relationships with our clients. We can only do this by establishing and maintaining trust with those who hire us. To comply with impending regulations established by the Securities and Exchange Commission (SEC), MSA has become the only engineering firm to register with the SEC. Our obligation is to our client to remain compliant with the utmost integrity.

Integrity and Compliance with Public Policy

MSA retains a solid reputation with the regulatory agencies with whom we work. Our experts are regularly invited to present to various industry and regulatory associations. As stewards of the environment and of the communities we serve, our experts take an ethical approach to our work and maintain an upstanding reputation everywhere we do business. MSA has never received any type of citation for the violation of an ethical or professional standard. Our primary goal is to build long-term relationships with our clients. We can only do this by establishing and maintaining the highest level of trust with those who hire us.

CONFIRMATION OF CONTRACT RESPONSIBILITY

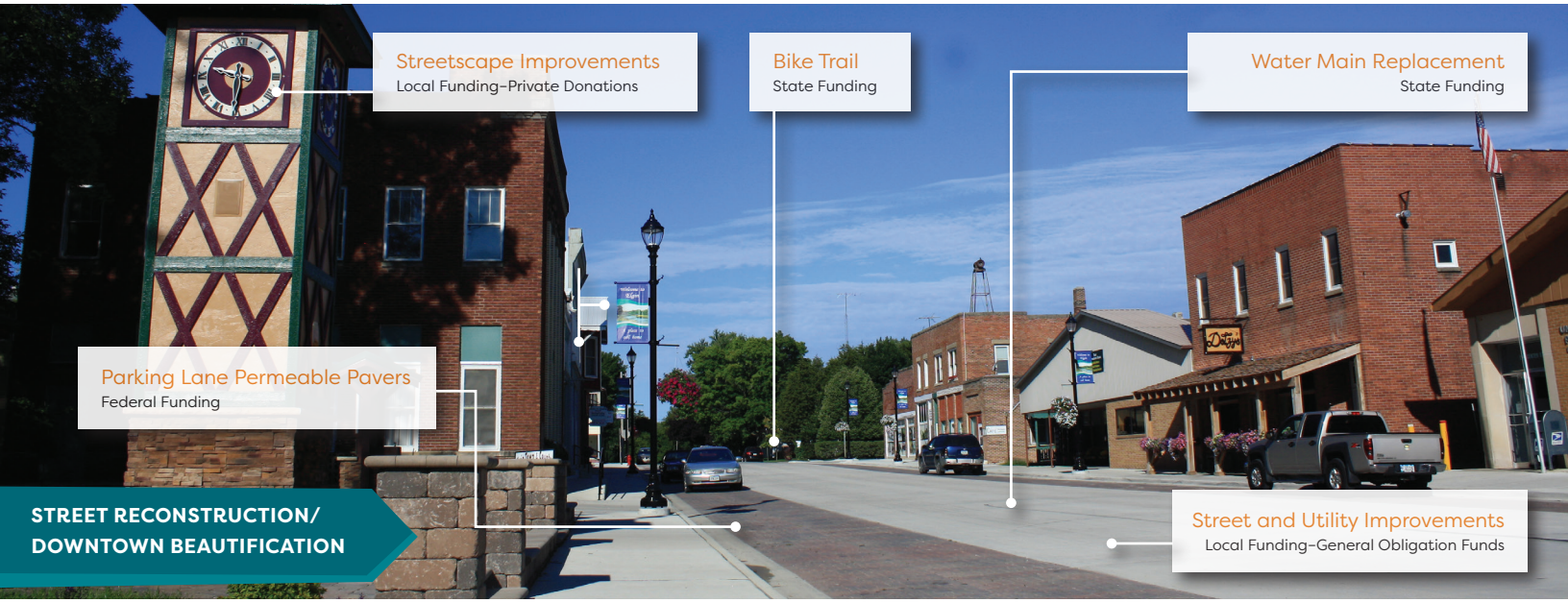
MSA Professional Services, Inc. acknowledges that it is our complete responsibility for the entire contract, including approval of all payments resulting from work completed under the project contract.

CONFIRMATION OF EQUAL OPPORTUNITY EMPLOYER

MSA Professional Services, Inc. confirms that we do not discriminate against any persons on the basis of race, creed, color, age, sexual orientation, gender, ethnic background or national origin.

MSA HAS ASSISTED NUMEROUS GOVERNMENTAL ENTITIES WITH SIMILAR PROJECTS

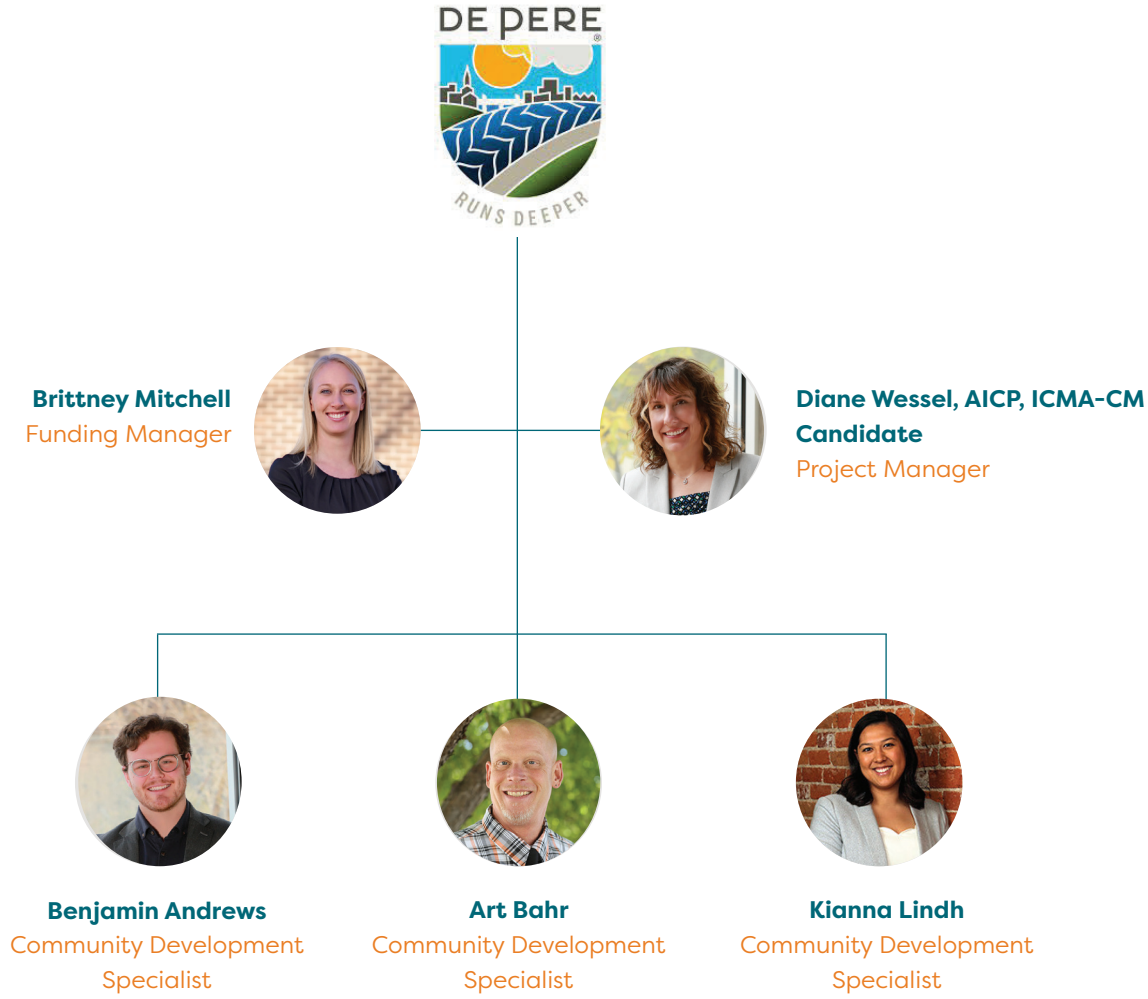
MSA is proud of the reputation and confidence we've earned from similar communities and routinely work with county and local governments on a wide variety of municipal funding projects across the Midwest. We have the expertise and the decades of experience navigating procedures and state-regulated processes to successfully work with the City of De Pere for the projects listed in the RFP. **We've been apply for and managing grants for municipalities located in Wisconsin for nearly 40 years.**





ORGANIZATIONAL CHART

Our team is staffed to handle the needs of your projects. We are a group of experienced planning, engineering, and funding specialists backed by more than 380 other technical specialists who are accustomed to working together on similar projects. Our familiarity with each other will enable us to meet your workload and timeline requirements. **For this project, we have chosen a team that specifically reflects your needs and offers the expertise to explore all viable alternatives.** We affirm that we will not replace any key staff member without approval of the City.





Brittney Mitchell

FUNDING MANAGER

Brittney will oversee all funding initiatives and grant administration.

Brittney leads MSA's in-house funding team and is responsible for a variety of project financing, including the administration to benefit the communities she serves. Brittney also:

- Finances projects from start to finish, including application and administering to benefit communities.
- Completes grant and funding applications, coordinates funds, and administers project funding from design phase through project completion.
- Provides Davis-Bacon Labor Standards compliance and payroll review reporting.
- Works with numerous grant, principal forgiveness and loan programs to assist the community and other resource personnel to tailor funding packages to meet their needs.

EDUCATION

B.A., Marketing and Business Administration
University of Wisconsin-Whitewater

AREAS OF EXPERTISE

- Urban Design and Redevelopment
- Comprehensive Planning
- Park Planning
- Streetscape Planning
- 3-D Modeling

SELECTED PROJECT EXPERTISE

- **2021 IHDA Abandoned Residential Properties Relief Grant Application**, Savanna, IL
- **Community LMI Survey**, Savanna, IL
- **Rebuild Illinois Grant Application**, Port Byron, IL
- **2020 Funding Administration**, Ripon, WI
- **2021 CDBG-CL Administration**, Ripon, WI
- **Funding Opportunities 2019**, Ripon, WI
- **IEPA Unsewered Planning Grant Application**, Ripon, WI
- **Light & Water EDA Funding Grant Application & Administration**, Eagle River, WI
- **Application Submittals, Various Agencies:** *Wisconsin DNR Environmental Loan Program for Safe Drinking Water, Safe Drinking Water Lead Service Line (LSL Program, Clean Water Fund, Clean Water Fund, Hardship Programs, FEMA, and Economic Development Administration.*
- **Administration of Grants and Loans, Various Projects:** *Many projects have included EDA, Rural Development, FEMA, CDBG, and DNR projects.*
- **Lead Service Line Projects:** *Antigo, Baraboo, Clintonville, Eagle River, North Fond du Lac, Princeton, Randolph, Stratford*
- **Richland Center Reservoir Well**, Omro, WI
- **Street Projects,** Omro, WI
- **WWTF Upgrade,** Holmen, WI
- **WWTF Upgrade,** Kendall, WI
- **Street Projects,** Rock Springs, WI



Diane Wessel, AICP & ICMA-CM (May 2022)

PROJECT MANAGER | COMMUNITY DEVELOPMENT SPECIALIST

Diane will be responsible for locating, identifying, and presenting grant opportunities to the City of De Pere.

Diane is dedicated to creating equitable, healthy, sustainable, and resilient communities. As both a planner and public administration professional, she understands the needs of both the built environmental and organizational operations of local communities and their governing bodies. This understanding helps Diane forecast needs and connect needs with funding sources.

Diane's strong work ethic, dedication, local government experience, communication skills, planning and prioritization skills, and commitment to teamwork make her an asset to multi-disciplinary project teams.

EDUCATION

M.S. Public Administration, UW-Oshkosh

B.S., Forest Management, UW-Stevens Point

CERTIFICATIONS

American Institute of Certified Planners (AICP)

International City/County Manager Association – Credentialed Manager (ICMA-CM) Candidate. Credentialing May 1, 2022.

AFFILIATIONS

International and Wisconsin City County Manager's Association

American Planning Association & Wisconsin Chapter

AREAS OF EXPERTISE

- Strategic Planning
- Community Planning
- Facilitation
- Policy analysis
- Project Management
- Funding

SELECTED PROJECT EXPERTISE

Wisconsin Neighborhood Investment Program Grant Application, Park Falls, WI
Served as project manager for $5.7M awarded for new YMCA construction.

CDBG-CV

- Beaver Dam, WI: $2.5M pending award (project manager)
- Shawano, WI: $2.34M (application assistance)
- White Lake, WI: $1M (application assistance)

Tax Increment Districts, Hortonville, WI*
Developed and managed 3 tax incremental finance districts in the Village of Hortonville; closed out a formerly distressed TIF.

USGS National Geospatial Program, Lincoln County, WI*
Secured approximately $300K to obtain 905 sq. miles of LiDAR data.

Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) conservation grants. Lincoln County, WI*
Oversaw the application, management, and administration of land and water conservation grants.

Wisconsin Department of Administration, Comprehensive Planning Grants, Marathon County, WI, 2006-2010*
Project manager and grant administrator for the state's largest multi-jurisdictional planning effort in the state. Coordinated the development of 51 municipal comprehensive plans and administered an $874K planning grant.

**Denotes experience prior to MSA.*



Benjamin Andrews

COMMUNITY DEVELOPMENT SPECIALIST

Ben recently joined MSA in November of 2021. Prior to working at MSA, he worked in the field of local government management and has experience working with funding in that capacity. He has assisted communities in applications for and administration of multiple funding sources, including Community Development Block Grants, DNR Environmental Loans, and FEMA grants.

Education

B.S., Public Administration
University of Wisconsin-Green Bay

Selected Project Experience

Maugh's Creek Drainage Improvements, Mauston, WI
CDBG wage rate monitoring and preparation and submittal of semi-annual reports.

Storm Sewer Upgrades & Street Reconstruction, Rib Lake, WI
CDBG wage rate monitoring and preparation and submittal of semi-annual reports.

Street and Utility Improvements, Suring, WI
CDBG wage rate monitoring and preparation and submittal of semi-annual reports.

ADA Compliant Doors, Florence, WI
CDBG wage rate monitoring and preparation and submittal of semi-annual reports.

Fire Engine, Hortonville, WI
Prepared application for FEMA Assistance to Firefighters Grant.

Turnout Gear and Fire Dept. Equipment, Seymour, WI
Prepared application for FEMA Assistance to Firefighters Grant.

Municipal Flood Grant, Elroy and La Valle, WI
Prepared application for WDNR Municipal Flood Control Grant.



Art Bahr

COMMUNITY DEVELOPMENT SPECIALIST

Art brings 16 years of experience working with various Wisconsin communities regarding CDBG, USDA-RD, DNR, and Wisconsin TIF funding. Art's unique experience in government administration and public/private utilities allow for an in-depth understanding of budgeting and funding. He has successfully guided many reconstruction and new construction projects. As a previous municipal administrator and elected official, he understands the difficult decisions and positions an official must make. In all of his positions, he has also taken great pride in his ability to form "win-win" relationships with local, state and federal regulators. He's a proven professional able to adapt and apply skills to attain any goal. Art is a team player and leader with strong communication skills and high standards of ethics and honesty.

Education

A.S., Leadership Development
Northeast Wisconsin Technical College

Selected Project Experience

- **Lakeview Park Project, RBF Grant Application,** Cecil, WI
- **Downtown Plaza Project, CDBG PF and CL Applications,** Shawano, WI
- **Waukechon Street Project, CDBG CL PF Application,** Shawano, WI
- **TID Creation and Development Assistance**, Wausaukee, WI
- **CDBG-CLOSE, CDBG-CL-PF, MLS, CARES Act, ARPA, SDW LSL Removal, EDA Tourism Grant, Neighborhood Improvement Grant and CDBG-CV Assistance,** Shawano, WI
- **Fire Department Facility Construction, CDBG-PF/CLOSE Funding Application and Administration,** Village of White Lake, WI
- **Tamarack Street Reconstruction Project, CDBG-PF/CLOSE**, Tamarack, WI
- **Funding Application and Administration,** Randolph, WI
- **S. Metonga, W. Jackson, W. Madison Street/Utility Reconstruction Project, CDBG-PF/CLOSE Funding Application and Administration,** Crandon, WI
- **CDBG-Close Cooperative Fund Use, Langlade County,** Antigo, WI
- **Fond Du Lac County CDBG-CLOSE Grant Applications,** Fond du Lac County, WI



Kianna Lindh

COMMUNITY DEVELOPMENT SPECIALIST

Kianna has been involved in wage rate monitoring and disbursements for multiple CDBG project and has assisted with CDBG-CL applications.

Education

B.S., Public Administration
University of Wisconsin-La Crosse

Selected Project Experience

- **Water System Improvements Bidding & CRS,** Albany, WI
- **Funding App and Admin 2019-20,** Amery, WI
- **CDBG-PF Administration 2019,** Beaver Dam, WI
- **2021 CDBG-PF Application,** Abbotsford, WI
- **CDBG PF 2021 Application,** Beaver Dam, WI
- **TID #4 Amendments,** Chetek, WI
- **2021 WWTF Upgrade,** Eagle River, WI
- **CDBG-CLOSE Program,** Elkhorn, WI
- **2021 CDBG ED App and Admin,** Juneau, WI
- **CDBG-CLOSE App and Admin,** Juneau, WI
- **2021 TIF Services,** Kiel, WI
- **CDBG-PF Administration,** Omro, WI
- **2020 Funding Admin & Applications,** Park Falls, WI
- **2020 CDBG-PF Application,** Pittsville, WI
- **2020 Funding Administration,** Ripon, WI
- **2021 CDBG-CL Administration,** Ripon, WI
- **Funding Opportunities 2019,** Ripon, WI
- **WPCF Upgrade Construction Related Services,** Sun Prairie, WI

AVAILABILITY OF STAFF

Based on our honest commitment to our clients, we immediately establish accountability of all personnel involved in a project's completion. When our team starts a project, we analyze the proposed schedule and compare it to each team member's potential workload. We then obtain commitments from all individuals on the project team to complete the work as identified within the proposed schedule. This approach helps to foster a team mentality and results in personal accountability of all team members involved.

In addition, MSA utilizes a client liaison system, in which a single professional is responsible for all communication with a particular client. This "single-point-of-contact" approach ensures that your community will receive consistent, personalized communication throughout the duration of your project, and well into the future.

MSA submits this proposal with the understanding and commitment that our staff and equipment will be available to accomplish this project and any future projects within realistic timetables, as designated by the City. Our team has the capacity to handle this and any future projects for your community, while providing excellent service.



PROJECT UNDERSTANDING AND APPROACH

We understand that the City of De Pere is seeking assistance in locating, identifying, and applying for private and public grants to assist with provide funding for all City departments and operations. MSA's team of in-house funding experts actively maintains a database of hundreds of funding sources and programs ranging from services related to public works (infrastructure, utilities, community facilities), roadways, trails, land development, remediation and blight elimination, parks and recreation, and housing, to Tax Increment Districts, public safety, private sources and many more.

HOW MSA IS UNIQUELY QUALIFIED

FEDERALLY-FUNDED & LOCAL AGENCY PROJECT EXPERIENCE

For nearly 40 years, MSA has had a team of in-house funding specialists who put our clients' needs and interests first. MSA can provide a one-stop shop for engineering and funding services and is bound by a fiduciary duty to place the client's best financial interests above our own.

MSA works with many cities, villages and communities in the region and believes in serving communities for the long haul, not simply winning select projects. We are grateful to be seen as a trusted partner for finding, applying for, and managing funding programs for municipal projects and operations. To be successful, you need a partner who knows the complexities, and has the knowledge and familiarity with state and federal funding sources including Wisconsin Department of Transportation, Wisconsin Department of Administration, Wisconsin Department of Natural Resources, US Economic Development Administration, and others. Therefore, we have assembled a team of experienced professionals with extensive relevant experience to lead in the project development of your projects listed in the RFQ.

PRE-QUALIFICATIONS

MSA is pre-qualified to perform work in Wisconsin. MSA has long been on WisDOT's Roster of Eligible Engineering Consultants. Our relationship with WisDOT and agency knowledge allows us to position your projects to be more successful. Our long-standing relationships with agencies allows us to position your projects to be more successful.

MSA'S FUNDING SERVICES

We turn every stone in order to find both public and private sources to help you fund your project. We know the ins and outs of a wide variety of programs to help you maximize funding sources, manage timelines, and take care of the details to satisfy the fund requirements. With MSA's support, you can complete the projects you must, and deliver more of the projects you want, all while getting closer to the balanced, sustainable community you've always envisioned.

MAXIMIZING FUNDS

MSA helps your community explore funding options that go beyond traditional public sources. Our dedicated funding specialists bring to the table a broad knowledge base of public funding sources, and are resourceful when it comes to identifying private, non-profit and other sources of funding. Financing methods and programs such as tax incremental financing (TIF), business districts, and local, state and federal grants and loans **can be packaged** with community resources to complete the must-do projects as well as create or enhance parks, recreational facilities, libraries and other projects that improve the fabric of your community. We help you strategize by combining our knowledge of a variety of funding sources with our expertise in bundling them together to help keep your costs low.

COVID RESPONSE AND RECOVERY FUNDING

We have a team of funding experts dedicated to tracking COVID related funding programs. In the last 2 years, we helped communities secure over $10 million through programs such as:

- CDBG-CV
- Neighborhood Investment Program
- Lead Service Line Replacement

Our staff is at the ready as the Bipartisan Infrastructure Law (BIL) funding programs are released.

PROJECT UNDERSTANDING AND APPROACH

COMMUNITY DEVELOPMENT BLOCK GRANT

MSA has extensive experience with the CDBG program. Since 1977, MSA has secured more than $120 million in CDBG funding for our client communities. These have included projects that incorporate improvements to public facilities for economic development (PFED), housing and emergency assistance. In the last five years alone, we've helped 44 Wisconsin communities secure $41.2 million in CDBG funding.

TAX INCREMENTAL FINANCING (TIF)

Over the last 25 years, MSA has provided services to fund projects including:

- Street and Utility Improvements
- Housing Projects
- Water Infrastructure Rehabilitations
- Misc. TIF Administration

ADDITIONAL FUNDING SOURCES

There are numerous other funding sources that MSA is familiar with and has found success for communities, such as FEMA, mobility awards, housing and downtown revitalization, stormwater grant assistance, etc. Our funding specialists are constantly connected, ensuring that your community has all of the pieces in place to make your projects come to life.

WHAT OUR CLIENTS ARE SAYING

VILLAGE OF PALMYRA

LAURIE MUELLER | CLERK
P: (262) 495-8316
E: clerk@villageofpalmyra.com

CITY OF OMRO

STEVE BILKEY | DIRECTOR OF PUBLIC WORKS
P: (920) 685-7000
E: sgbilkey@yahoo.com

VILLAGE OF WEST BARABOO

DAVID DAHLKE | FORMER VILLAGE PRESIDENT
P: (608) 356-2516
E: david.dahlke.2@us.af.mil

FLORENCE COUNTY ECONOMIC DEVELOPMENT COMMISSION

WENDY GEHLHOFF | ECONOMIC DEVELOPMENT DIRECTOR
P: (715) 528-3294
E: wgehlhoff@co.florence.wi.us

VILLAGE OF WAUNAKEE

KEVIN EVEN | VILLAGE ENGINEER
P: (608) 849-6276
E: keven@vil.waunakee.wi.us

CITY OF SHAWANO, WI

EDDIE SHEPPARD | CITY ADMINISTRATOR
P: (715) 526-6138
E: esheppard@cityofshawano.com

"...The city is simultaneously working on a brand new park, a different city hall building, the current street project, some wastewater treatment plan issues, numerous grants, a new residential development and a new YMCA. I can't fail to mention the various funding components that MSA has helped the city with. This is so very important to Park Falls. MSA has helped with all of this even while they are busy with everything else that they are doing for other communities. "

-Public Works Director, City of Park Falls

DISCIPLINARY ACTION CIRCUMSTANCES AND STATUS

- **United Liquid Waste vs Port Byron, IL (Settled March, 2019)**

  A sludge hauler experienced overruns on the quantity of sludge being removed from a wastewater lagoon and sued the City. MSA offered indemnification to our client. The judge dismissed MSA and Port Byron from the case, but the hauling contractor also sued the general contractor. The general contractor enjoined MSA into their suit. We ultimately participated in a settlement in which MSA paid $50,000 to avoid further lawsuits.

- **Milestone Tomahawk vs MSA (Settled April, 2019)**

  MSA performed as asbestos inspection at an abandoned hospital. The subsequent demolition revealed additional asbestos containing materials that were not visible during the inspection and the contract experienced cost overruns. MSA contributed $100,000 to avoid the further costs of litigation.

- **Mt. Ayr (settled May, 2020)**

  MSA designed a water booster station on City property. The booster station was one of several recommendations made to the City to improve water system pressure, but the only one implemented by the City. When the water pressure coming into the booster station failed to meet the IDNR requirement they hired another engineer to move the booster station as well as to implement our previous recommendations. MSA settled for $85,000 to avoid the cost of further litigation.

- **Szynskie vs. Hanson and City of Elgin, IA (Settled October 2020)**

  Confusion over property records caused MSA to prepare an erroneous easement for a sewage lift station. A party bought the property on which the lift station is actually located and filed for degradation of property value when he learned it was on his property. The City obtained an appraisal and acquired a legal easement, for which MSA reimbursed them $5,000.

PROJECTED HOURS

MSA projects 10-15 hours in the first month under contract for the project team to review City documents and meet with staff to become more familiar with the City's planning, capital, and operational needs.

MSA projects 4-6 hours in subsequent months searching for and analyzing potential funding opportunities and presenting them to City staff. Costs for actual grant applications will be decided upon on a case-by-case basis.

ESTIMATED FEES

ROLE	HOURLY RATE
Funding Manager	$125
Project Manager	$125
Community Dev. Specialist	$125

All team members have an hourly rate of $125 in effect through December 31, 2022.

IT'S MORE THAN A PROJECT. IT'S A COMMITMENT.

GRANT WRITING SERVICES | CITY OF DE PERE, WI | MARCH 25, 2022

MSA

www.msa-ps.com

Cedar CORPORATION



Statement of Qualifications and Proposal

Grant Identification, Solicitation, and Management Services

City of De Pere, Wisconsin

March 18, 2022

STATEMENT OF INTEREST

Thad Majkowski, PE, Director
1695 Bellevue Street
Green Bay, WI 54311
920-491-9081
thad.majkowski@cedarcorp.com

Dear Mr. Delo:

Cedar Corporation appreciates the opportunity to submit our proposal to provide services to the City of De Pere for Grant Identification, Solicitation, and Management Services. Cedar Corporation is a small business firm with a qualified and experienced team of professionals who are prepared to assist with maximizing and leveraging of the City's local dollars to address important community needs.

Our team has been assisting client communities in realizing their visions by matching up their greatest needs with the most appropriate grant funding sources. Cedar has been writing successful grant applications and administering them for nearly 47 years, and we pride ourselves on our ability to develop comprehensive funding strategies for projects that utilize grants, loans, TIFs, and other revenue sources.

Thank you for giving us the opportunity to submit a proposal. If you have any questions, please feel free to call us at 800-472-7372. We look forward to working with the City of De Pere on these important tasks.

Sincerely,

Cedar Corporation

Lynn McIntyre
Planning and Grants Team Lead
lynn.mcintyre@cedarcorp.com

Thad Majkowski, PE
Client Manager
thad.majkowski@cedarcorp.com

WHO IS CEDAR?

(CORPORATE BACKGROUND)



LOCATION
1695 Bellevue Street
Green Bay, WI 54311
920-491-9081
www.cedarcorp.com

PHILOSOPHY
We recognize that our clients are most concerned with three major issues as they engage the services of consultants - quality, timeliness, cost. Cedar Corporation undertakes each project with a pledge to our clients that they will receive the best value-per-dollar spent on their projects.



Our mission, as a full service design and engineering firm, is to provide the highest standards of design excellence and service to our clients. Our goal is to develop a team relationship between our clients and our staff. We possess the technical expertise necessary to meet the demands of our clients on a timely basis and within budget guidelines.

Repeat business with numerous public and private clients attests to our ability to assemble a team concept with our clients working within their guidelines. Confident of this, we respectfully submit this summary of Cedar Corporation for your review.

SERVICES
Cedar Corporation is a full-service firm with disciplines in engineering, architecture, environmental, planning, economic development, landscape architecture, and surveying. Founded in 1975, the company has grown in size to its present staff of 95. We have continued to grow because of our commitment to providing comprehensive service and effective communication with our clients. Our staff is dedicated to the principles on which the firm was developed: exemplary service to clients, professionalism, and use of state-of-the-art technology.

Federal Tax Identification Number: 39-1216719

Cedar Corporation has been providing grant services since the company's inception.

PROFESSIONAL SERVICES

Cedar Corporation provides a wide range of professional services to deliver projects in the areas of Community Infrastructure, Architecture, and Environmental Services. The categories below call out the nine (9) major areas of service provided to a variety of government and private market sectors. Within the nine categories are nearly 100 types of professional services and/or deliverables. Cedar's value may come in the form of a single service or deliverable, but just as often from an integrated group of services managed to meet our customer's broader needs. At Cedar, we are very confident in our capabilities and expertise to address a wide range of public and private client needs in any of the service groups listed below.

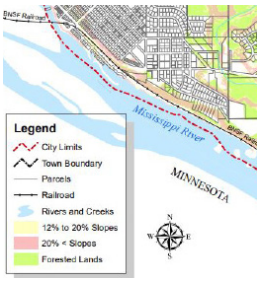
- Architectural Services
- Economic Development
- Environmental Services
- Municipal Engineering
- Planning and Grants
- Structural Engineering
- Transportation Engineering
- Water Resource Engineering
- Wetland Delineations

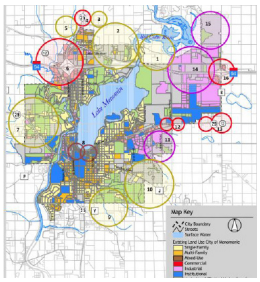
Planning and Grants

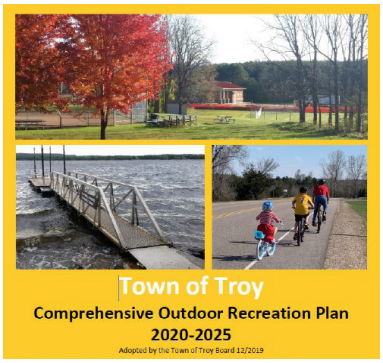
SERVICES













Service Overview

Our planning and grants team helps communities turn their vision into reality by engaging community members, identifying needs, and finding ways to meet those needs with the help of state and federal funding programs.

Expertise

- Comprehensive Plans
- Comprehensive Outdoor Recreation Plans
- Municipal Building Needs Assessments
- Zoning Ordinance Administration
- Ordinance Writing and Amendments
- Site Plan Reviews
- Geographic Information Systems
- Grant Writing and Administration
- Project Funding Identification
- Land Use Planning
- Housing Studies
- Meeting Facilitation
- Impact Fees
- Conceptual Site Planning

SCOPE OF GRANT SERVICES

Cedar Corporation's Grants Team will work with City departments and staff on an ongoing basis to identify grant funding opportunities for City projects and operations. This will be accomplished through the development of a separate written Project Funding Strategy for each Department, specific to their needs. The Departments to be addressed include:

1. Administration
2. Development Services
3. Finance Department
4. Fire Department
5. Health Department
6. Human Resources
7. Parks, Recreation, and Forestry
8. Police
9. Public Works
10. Technology Services

Each department-level Project Funding Strategy will assess short and long-term tangible projects and needs as they relate to currently available and anticipated funding opportunities using a three-step process:

1. An inventory of all potential projects will be solicited from City Departments and staff through an interview process which also includes a project prioritization component. Projects from the following areas will be considered, but additional areas can be added based on interview results:

    a. Police operations and equipment
    b. Fire and emergency medical protection operations and equipment
    c. Highway and street maintenance
    d. Refuse and recycling collection
    e. Municipal water treatment and distribution
    f. Stormwater management and green infrastructure
    g. Wastewater collection and treatment
    h. Climate change and resiliency
    i. Renewable energy
    j. Community health and wellness
    k. Parks and recreation activities, including trails
    l. Community development (planning, zoning, enforcement, etc.)
    m. Economic development

SCOPE OF GRANT SERVICES

2. Identified priority projects will then be examined by the Cedar Grants Team as follows:

    a. Project costs and/or needs for project estimates
    b. Beneficial outcomes and impacts of the project
    c. Potential sources of matching funds (general taxes, utility revenues, TIF, etc.)
    d. Current/potential partnerships and collaborations which may increase opportunities for successful funding applications

3. Each Project Funding Strategy document will include a listing of potential funding sources derived from Cedar's up-to-date list of over 175 grants, loans, and technical resources available at the County, Regional, State, and Federal levels. In addition, non-profit and foundation-based funding programs will also be considered and included. As part of the funding opportunity review:

    a. Projects will be examined for eligibility and funding application timeframes. A simple matrix will be included to identify eligible sources and a "grants calendar" will be created to ensure that opportunities aren't missed.
    b. An assessment of the project's competitiveness will be made based on funding criteria and Cedar's prior knowledge and experience. As appropriate, Cedar will comment on the need for potential changes or additions to the proposed projects or to City plans, strategies, and policies which may make the project more competitive.
    c. Where necessary, Cedar will utilize its existing relationships with various funders to contact them for review of priority projects.
    d. Once each Department's Project Funding Strategy is completed, Cedar will meet with the City Administrator and Department Head to review and discuss its content, as well as to establish further direction on the pursuit of funding opportunities. Cedar Corporation will stand ready to submit specific grant/loan applications and manage ongoing grant/loan requirements and reporting on the City's behalf as

GRANT EXPERIENCE

Cedar Corporation has extensive grant and administration experience, with 100 years in collective staff experience, that has allowed us to develop long-term relationships with state and federal funding agencies. Additionally, we have staff that have administered federal community and economic development programs at the state level which gives an "inside perspective" of understanding how grant applications are reviewed by funding agencies.

To date, Cedar Corporation has assisted our clients in obtaining over $80 million in total grants and low interest loans. The many years of experience, the long-term relationships, and the creativity of Cedar staff in packaging successful grant proposals is what sets Cedar apart from its competition.

Grant experience includes:

- DOA Community Development Block Grants for Housing, Public Facilities, Planning, and Economic Development
- WEDC Community Development Investment Grants
- WEDC Idle Sites Grants
- WEDC Site Assessment Grants
- WisDOT Transportation Economic Assistance Grants
- WisDOT Transportation Alternative Program Grants
- WisDOT Transportation Planning Grants
- WisDOT Local Road Improvement Program Grants
- WisDOT STP Rural Grants
- WisDOT Bridge Program Grants
- WisDNR Clean Water Fund and Safe Drinking Water Grants
- WisDNR Water Resources Grants and Knowles-Nelson Stewardship Grants
- WisDNR Stormwater Grants
- WisDNR Brownfield Grants
- WisDNR Rivers and Lakes Grants
- USDA Rural Development Grants
- Economic Development Administration Grants
- Assistance to Firefighter Grants
- Business incentives for Economic Development projects

REFERENCES

CITY OF MENOMONIE
800 Wilson Avenue
Menomonie, WI 54751

Lowell Prange, City Administrator
lprange@menomonie-wi.gov
715-232-2221

VILLAGE OF HILBERT
26 N 6th Street
Hilbert, WI 54129

Dennis DuPrey, Administrator/Clerk/Treasurer
hilbertclerk@villageofhilbert.com
920-853-3241

VILLAGE OF WAUSAUKEE
704 Main Street
Wausaukee, WI 54177

Sara Pullen, Administrator/Clerk/Treasurer
clerk@villageofwausaukee.com
715-856-5341

SERVICE RATES AND FEES

Cedar Corporation proposes using a time and materials basis for this project based on current hourly rates for the Grant Team's personnel.

1. ***Identification of grant opportunities:*** Cedar estimates that each Department's Project Funding Strategy document will take an average of 18 hours to complete, or 180 hours total. Assuming the work can be completed in a 6-month period, approximately 30-40 hours per month will be required to complete these tasks for all ten departments. We estimate around $23,200 to identify grant opportunities. This is only an estimate based Cedar's knowledge and expertise; any substantial differences will be discussed with the City.

2. ***Preparing and submitting grant applications:*** Each grant application is different depending on the nature of the program and the project. As such, Cedar is not in a position to provide detailed costs for this component until more information is available; however, from a 'ballpark' standpoint, Cedar estimates each individual grant application could cost between $2,000 and $7,000. This cost is dependent on the complexity of the application.

3. ***Management of grants awarded to the City:*** Grant administration and management requirements can also vary widely depending on the source of funding and each program's reporting requirements. In the case of CDBG grants for example, administration costs are typically around $25,000-$30,000. Cedar can provide lump sum estimates of grant administration costs during the grant application process. In some cases, grant administration funds can be included as part of the application.

2022 SCHEDULE OF HOURLY RATES

Below is a copy of Cedar Corporation's Fee Structure for 2022. This rate schedule fee structure is adjusted annually in January and included with the March billing of each year.

NAME	TITLE	RATE
Lynn McIntyre	Planning and Grants Team Lead	$140.00
Eric Fowle, AICP	Grant Coordinator/Senior Planner	$ 125.00
Dan O'Connell, PG, CPG	Environmental Team Lead	$140.00
Seth Hudson, EDFP	Director of Economic and Strategic Dev.	$165.00

Reimbursable Expenses (in addition to compensation for professional services if not included in contract):

Vehicle Mileage	$0.58/mile*
GPS/Robotic Survey Equipment	$35/hour

*Mileage reimbursement is subject to adjustment during the calendar year based on the IRS standard mileage rate

Field supplies are charged to the project at cost. Review fees required by approving authorities shall be paid directly by the Owner.

THIS RATE SCHEDULE, APPENDED TO ANY CONTRACT, IS SUBJECT TO ANNUAL ADJUSTMENT.

RESUMES

LYNN MCINTYRE

PLANNING AND GRANT TEAM LEAD



Education

Bachelor of Science in Management - Business Administration: University of Wisconsin-Stout (2016)

Associates Degree in Finance: Western Wisconsin Technical College (1991)

Professional Affiliations

Society of Human Resource Management (SHRM)

Total Experience

Since 1993

Lynn McIntyre has over 25 years of experience in Grant Administration and leads Cedar Corporation's Planning and Grant Team in the Menomonie office. This involves supervising professional planners and technical staff engaged in community development projects, feasibility studies, and the development and administration of grants. Additionally, Lynn specializes in Community Development Block Grant (CDBG), Clean Water Fund (CWF), and Safe Drinking Water Program (SDWP) administration and project oversight.

Areas of Expertise Include:

- Writing and administration of grants for water resources, transportation, parks, public facilities, and economic development projects
- Specializing in loan and grant applications and administration for Community Development Block Grants (CDBG), Safe Drinking Water, Clean Water Fund, Rural Development, PECFA, and other State/Federal programs
- Park planning projects and grant funding assistance
- Community Development surveys
- Attendance at Village Board, City Council, Town Board, Plan Commission, and various committee meetings
- Technical writing
- Project Plan preparation
- Davis Bacon Payroll Compliance/Certified Payrolls

Representative Project Experience Includes:

Grant Writing/Administration for:

- City of Prescott Food Pantry, Senior Meal Prep Kitchen, and COVID-19 Testing Location - 2021 CDBG-CV
- City of Owen Street and Infrastructure Improvements - 2021 CDBG
- Village of Norwalk WWTF Upgrades - 2021 CDBG
- City of Ashland Street and Infrastructure Improvements - 2021 CDBG and CLOSE
- City of Durand Street and Infrastucture Improvements - 2020 CDBG
- Village of Hilbert Acquisition and Demolition - 2020 CDBG and CLOSE
- City of Menomonie Street and Infrastructure Improvement - 2020 CDBG
- Village of Wausaukee Acquisition and Building Repurposing Project - 2020 CDBG and CLOSE
- Village of Milltown Street and Infrastructure Improvements - 2020 CDBG
- Town of Lorain New Fire Hall - 2020 CDBG
- City of Glenwood City Library/Senior/Community Center - 2020 CDBG
- City of Osseo Street and Infrastructure Improvements - 2020 CDBG
- Village of Elmwood Street and Infrastructure Improvements - 2020 CDBG
- City of Menomonie WWTF Upgrades - 2020 CWF
- Little Suamico Sanitary District No 1 - 2020 CWF
- Village of West Salem WWTF Upgrades - 2020 CWF
- City of Cornell WWTF Updates - 2019 CDBG and CWF
- Village of Woodville Well #3 - 2019 CDBG and SDWP
- Weyauwega Water System Improvements - 2019 CDBG
- City of Stanley Community Center - 2019 CDBG
- Calumet County Planning Grant Administration- 2019 CDBG
- City of Owen Street and Infrastructure Improvements - 2019 CDBG
- Village of Spring Valley Street and Infrastructure Improvements - 2019 CDBG
- Village of Cadott Street and Infrastructure Improvements - 2018 CDBG
- Town of Campbell Street and Infrastructure Improvements - 2018 CDBG
- Village of Camp Douglas Community/Senior Center - 2018 CDBG
- City of Glenwood City WWTF Improvements - 2018 CDBG
- City of Menomonie Street and Infrastructure Improvements - 2018 CDBG
- Village of Milltown Library Addition - 2018 CDBG
- Village of Wausaukee Well and Wellhouse - 2018 CDBG & SDW

ERIC FOWLE, AICP
GRANT COORDINATOR/SENIOR PLANNER



Education
Bachelor of Arts in Urban and Regional Analysis: University of Wisconsin-Green Bay (1992)

Professional Certifications
American Institute of Certified Planners (AICP)

Professional Affiliations
American Planning Association - WI Chapter (APA)
Wisconsin Geological and Natural History Survey - Geologic Mapping Advisory Committee
Founding Co-chair of the Niagara Escarpment Resource Network (since 1998)
Board Member of the Lakeshore Natural Resource Partnership (since 2010)

Total Experience
Since 1991

Eric Fowle brings 30 years of experience in natural resource, economic development, recreation, and transportation planning. He has been involved in the local and regional planning and community development sector, which includes grant writing and administration, as well as program and project management. Eric has worked on projects at nearly every scale: local communities, counties, tribes, and regions.

Areas of Expertise Include:

- Familiarity with Federal and State grant funding partners and programs
- Grant writing and administration
- Knowledgeable in securing funding for projects of various size, including community infrastructure improvements, regional and community planning, and development projects
- Extensive knowledge in topics associated with regional and local-level land use, housing, economic development, and environmental planning
- Comprehensive Planning and plan implementation strategies and methods, including the fundamentals of zoning and subdivision regulations
- Well-versed in growth management, greenway corridor, and Green Infrastructure (GI) planning techniques
- Neighborhood planning, riverfront planning, and urban design, including site-level master planning and redevelopment plans
- Competent in data collection, research analysis, and utilization of Geographic Information Systems (GIS)
- Expert knowledge in public participation and community visioning
- Meeting facilitation and public presentation skills
- Coordination and engagement with local elected officials and staff

Representative Project Experience Includes:
(may include projects with previous employer)

- Authored or co-authored over $9 million in grant applications for regional and local planning and infrastructure projects
- Visioning processes and reports for the Village of Kimberly and Cities of Oshkosh, Menasha, and New London riverfronts
- Greenville, GreenPrint Plan (2004)
- The Cedars at Kimberly Master Plan (2013)
- Menominee County Comprehensive Plan (2015)
- Town of Empire, Lake DeNevue Drainage Study and Action Plan (2015)
- Village of Sherwood, Senior Housing Market Study (2017)
- Greenville, 2040 Comprehensive Plan (2019)
- Fond du Lac County, Niagara Escarpment Greenway Study (2020)
- Town of Clayton, Highways 10 and 76 Corridor Land Use Master Plan (2021)
- Village of Mason, 2021 CDBG PF Grant Application and Award ($521,000)

DAN O'CONNELL, PG, CPG

ENVIRONMENTAL TEAM LEAD



Education

Master of Science in Environmental Management: University of Denver (2022)

Bachelor of Science in Geology and Environmental Studies: University of Wisconsin-Oshkosh (2008)

Professional Registrations

Professional Geologist - WI, MN

Professional Certifications

Certified Professional Geologist: American Institute of Professional Geologists

40-hour HAZWOPER

8-hour HAZWOPER Refresher Training (March 2021)

ASTM E 1527 Environmental Site Assessment Training (November 2018)

Professional Affiliations

Federation of Environmental Technologists

Association of Environmental and Engineering Geologists

American Institute of Professional Geologists

Total Experience

Since 2008

Dan O'Connell is an Environmental Team Lead, bringing over 13 years of experience in the environmental services and consulting industry. He is well-versed in a wide variety of environmental projects including environmental due diligence, environmental site investigations and remediation, environmental permitting, and compliance and reporting.

Areas of Expertise Include:

- Environmental project and client management
- Per- and Polyfluoroalkyl Substances (PFAS)
- Sustainability planning
- Industrial and municipal environmental compliance
- Environmental management systems
- Emergency environmental response and reconnaissance
- Landfill monitoring and maintenance
- Brownfield redevelopment and grant writing
- Municipal well field analysis
- Soil and groundwater remediation
- Vapor intrusion assessments
- Phase I and II Environmental Site Assessments

Representative Project Experience Includes:

- ***Environmental Project Management:*** Dan has managed a wide variety of environmental projects, small and large scale, for the transportation, energy, municipal, industrial, and federal business markets.
- ***Per- and Polyfluoroalkyl Substances (PFAS):*** Dan was part of a PFAS team and became the PFAS Lead while at his former employer. He has performed and managed PFAS investigation and assessment projects for small- and large-scale clients.
- ***Industrial and Municipal Environmental Compliance:*** Dan has managed and performed numerous environmental compliance projects including Emergency Planning and Community Right-to-Know Act (EPCRA) reporting; Wisconsin Pollution Discharge Elimination System (WPDES) reporting; Stormwater Pollution Prevention Plan (SWPPP) and Spill Prevention, Control, and Countermeasures (SPCC) development; and Resource Conservation and Recovery Act (RCRA) monitoring programs for small and large scale transportation, municipal, and industrial business markets.
- ***Environmental Management Systems:*** Dan's background with ISO 14000:1 has allowed him to assist local, small scale manufacturers develop and improve Environmental Management Systems to promote environmental and employee health and safety while focusing on business efficiencies.
- ***Emergency Environmental Response and Reconnaissance:*** Dan has assisted in small- and large-scale environmental releases from railroad operations providing the oversight and documentation reporting.
- ***Landfill Monitoring and Maintenance:*** Dan has managed and performed landfill groundwater sampling at closed local landfills and large operating landfills in Wisconsin, Ohio, and Pennsylvania. He has also conducted geologic exploration for landfill siting and assisted in the development of Permits to Install.
- ***Brownfield Redevelopment and Grant Writing:*** Dan has assisted several local communities pursue redevelopment of contaminated properties and has assisted in preparing grants for several state and federal funding sources.
- ***Municipal Well Field Analysis:*** Dan has performed several drawdown analyses for municipal well siting. He has also developed and implemented municipal wellfield monitoring programs utilizing residential water wells.
- ***Soil and Groundwater Remediation:*** Dan has performed and managed soil and groundwater remediation projects for numerous clients throughout Wisconsin. He has utilized active remediation techniques such as pump and treat systems, injections, and soil vapor extraction systems.
- ***Vapor Intrusion Assessments:*** Dan has managed and conducted numerous vapor intrusion assessments at residential, commercials, and industrial sites. He has experience with sub-slab vapor sampling using high-volume sampling systems.
- ***Phase I and II Environmental Site Assessments:*** Dan is an experienced Environmental Professional, as defined by the American Society for Testing and Materials. He has conducted and managed Phase I and Phase II Environmental Site Assessments on small- and large-scale projects throughout Wisconsin.

SETH HUDSON, EDFP

DIRECTOR OF ECONOMIC AND STRATEGIC DEVELOPMENT



Education

Bachelor of Arts in Economics and Political Science: University of Southern Maine (1996)

Professional Certifications/ Training

Certified Economic Development Finance Professional (EDFP), National Development Council, 2003

Graduate of Economic Development Institute (EDI), Certified Economic Developer Program, 2001

IEDC Strategic Planning Course, 2011 and 2019

Professional Affiliations

International Economic Development Council (IEDC)

International Council of Shopping Centers (ICSC)

Wisconsin Economic Development Association (WEDA)

Momentum West, Chair - Business Attraction

WI Rural Partners, Board Member

Total Experience

Since 1997

Seth Hudson has worked in the field of economic development, redevelopment, and real estate development for many years. He has facilitated the expansion and attraction of hundreds of firms through the site identification, entitlement, and incentive processes. This work has occurred in both rural, urban, and tribal settings. Seth has also worked on numerous economic development strategies at the city and regional levels.

He worked for the Wisconsin Economic Development Corporation covering 17 counties out of Eau Claire. In this position, he worked in coordination with the region's economic development organizations to facilitate the expansion, retention, and relocation of business throughout Northwest Wisconsin. He also worked to strengthen the region's economic development organization's value propositions. Prior to moving to Wisconsin, Seth worked as the Pacific Division Development Manager for Western Solutions, where he bought and redeveloped contaminated sites along the west coast out of Portland, Oregon. His prior experience includes: Sr. Economic Development Manager for the Portland (OR) Development Commission, Executive Director of the Napa Valley Economic Development Commission, Senior Development Specialist for the City of San Leandro CA, and Environmental Business Development Manager at the Arizona Department of Commerce.

Areas of Expertise Include:

- Real estate development
- Economic Development Strategic Planning
- Tax Increment Financing
- Business Retention and Expansion Program Development
- Site Feasibility Studies
- Real Estate Transactional Pro forma Development
- Property negotiations and deal structuring
- Incentive identification and financial packaging
- Public/private partnerships
- Development Agreement negotiations
- Brownfield Redevelopment
- Administrative Land Use review/approval
- Project management
- Consensus building
- Grant writing and administration
- Stakeholder community relations

Representative Project Experience Includes:

- iMark Molding Expansion, Village of Woodville, WI
- UNFI Attraction Project, City of Prescott, WI
- Downtown Hotel CDI Grant, City of Menomonie, WI
- Diversified Manufacturing Corporation, City of Prescott, WI
- Bayfield County Business Park Development Plan, City of Bayfield, WI
- Pierce County EDC Economic Development Strategy, Pierce County, WI
- Community Visioning/Facilitation, Village of Clayton, WI
- Washburn Housing Development Strategy, City of Washburn, WI
- Calumet County CDBG CLOSE Funds ED Plan, Calumet County, WI

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CORPORATION

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1695 Bellevue Street
Green Bay, WI 54311
920-491-9081
www.cedarcorp.com

Proposal For Professional Consulting Services

Management Counsel

Prepared for The

CITY OF DE PERE

BROWN COUNTY; WISCONSIN

March 21, 2022

M0032-04-99-00001

Prepared By
JEFFREY R. ROEMER

McMAHON ENGINEERS ARCHITECTS

1445 McMAHON DRIVE | NEENAH, WI 54956
Mailing P.O. BOX 1025 | NEENAH, WI 54957-1025
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Public Safety & Municipal Management

For Professional
Consulting Services
For Professional

Management Counsel

Prepared for The

CITY OF DE PERE

BROWN COUNTY; WISCONSIN

Prepared By
McMahon Associates, Inc. | NEENAH, WISCONSIN

March 21, 2022
McM. No. M0032-04-99-00001

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McMAHON
ENGINEERS ARCHITECTS
Public Safety & Municipal Management

March 21, 2022

Judy Schmidt- Lehman, City Attorney/Assistant City Administrator
City of De Pere
335 S. Broadway
De Pere, WI 54115

Dear Ms. Schmidt-Lehman,

We are pleased to submit a proposal for Management Counsel to the City of De Pere for Grant Identification, Solicitation and Management Services. Our teams' passion for Public Management and working with local governments provides the basis for our interest in submitting this proposal. The McMahon Associates, Inc. (McMAHON) team of consultants have an extensive Management Counsel experience, and I am confident they will meet your expectations.

McMAHON believes structuring a contract for grant research and administration is best designed for the client. The attached proposal allows for budget, project priority, and timing individualization.

McMAHON's Public Safety and Municipal Management Group is a national and international consulting group whose focus is on Public Sector consulting services. Most of our clients are Public Sector entities: municipalities, counties, tribes, or special districts. Our team of consultants are all senior level staff and are either current or former municipal management practitioners. An important component of our approach is frequent communication with City Administration.

Our extensive operational and strategic experience in the public management area uniquely qualifies us for a project of this nature. The team has management, operational, technical, and consulting experience with all types of municipal and public safety operations experience.

Thank you again for the opportunity to submit this proposal. If you have any questions or desire to schedule a meeting where we can present our proposal in more detail and answer any questions, please feel free to contact me at 920-751-4200 ext. 401 or by email at jroemer@mcmgrp.com. We look forward to working with you on this important project!

Respectfully,
McMahon Associates, Inc.

Jeffrey R. Roemer
Public Safety Manager

Qualifications

McMAHON provides Public Management Consulting that provides professional, high quality public management consulting, project management and other related services to organizations throughout the United States and abroad. Our consultants have served the needs of numerous municipalities throughout the United States and remain very active with several Public Safety and Government related organizations including:

- Wisconsin City/County Management Association
- International City/County Management Association
- American Society for Public Administration
- Wisconsin State Fire Chiefs Association
- International Association of Fire Chiefs
- International Association of Police Chiefs
- Association of Public Safety Communications Officials
- American Academy of Certified Public Managers
- Paramedic Systems of Wisconsin
- National Emergency Number Association
- National Police Protection Association
- Wisconsin Society of Certified Public Managers
- Wisconsin State Police Chiefs Association
- Wisconsin Association of Public Safety Communications Officials

Our consultants possess in-depth knowledge of relevant aspects of public service, which includes administration, communications, organization, labor relations, human resources, economics, and standards. This knowledge allows us to provide clients with an intellectual and objective analysis of the information received. This information is then presented in an easily understood format, allowing policy boards to make knowledgeable and informed decisions.

Project progress is measured against an established work plan, timetables, budget, and list of deliverables. Project methodology includes frequently scheduled progress meetings to discuss progress as well as new or unanticipated issues. The work plans are focused, coordinated, and logical. Project team members are also available throughout the duration of the project.

Methodology

Our approach to this project requires a clear understanding of the current City organization, staffing, operations, administration, planning, and related concerns. The key elements of our methodology include:

- A clear understanding of the project background, complex issues involved and the goals and objectives.
- A work plan that is comprehensive, well designed, practical and provides for ample opportunity for client input.
- Sufficient resources and a commitment to successfully completing the project within the desired time frame and at a reasonable cost.

Client Input

To complete Management Counsel and make specific recommendations, it is critical that we receive quality information from officials, staff, and members of the City. Accordingly, our approach includes regular meetings with City Administration, along with associated agencies that would have valuable information to communicate to the Service.

Practical Recommendations

Our goal is to provide you with recommendations that can be used now, and in the future, to improve the efficiency and effectiveness of the City during this transition. These recommendations will be based on industry standards and legal considerations.

Project Management

A successful assessment and the provision of effective recommendations requires a special effort to ensure that all levels of the project receive adequate attention and those findings and recommendations are thoroughly coordinated. This is accomplished by the development and adherence to a project work plan, clear management team assignments and frequent communications with City Administration.

Scope of Work

Our team understands the time considerations of searches, administration, and compliance of grant and funding opportunities. We have been working in this field for over 20 years. It is important to have a comprehensive understanding of the potential projects desired as well as the funding gap the city is looking to fill. It is important to structure the grant research work within budget constraints, the city's priority projects with elected officials, administration and staff needs. The McMAHON proposal can be tailored to meet those needs.

Our grant research services and support for the City of De Pere can include customization of the following:

- Meeting within the City Administrator and department heads as directed.
- Compiling a list of potential projects with funding gaps.
- Reviewing with City Administrator or designated representative for priorities.
- Reviewing grant opportunities meeting those priorities.
- Identifying the pros and cons of grant funding including required statutory requirements.
- Balancing the probability of being funded with the costs of an application and grant compliance costs.
- Writing grants as directed from fully completed, co-written, to review of staff written grants.
- Administration of grants received as directed.

Project Fee / Schedule

Project Fee

McMahon Associates, Inc. proposes to provide the Scope of Services described in this Proposal for the Management Counsel Services as follows:

Identifying Grant Opportunities	-	$133 per hour – Blended billing rate
Preparing and Submitting Grant Applications	-	$133 per hour – Blended billing rate
Management of awarded Grants	-	$133 per hour – Blended billing rate
Time & Expense estimated at:		*$2,000 - $4,000/ month based on an estimate of 15 – 30 hours per month*

Upon acceptance of this Proposal, McMAHON will prepare an Agreement incorporating the Scope of Services and terms outlined here. All services will be provided in accordance with our General Terms & Conditions, dated March 19, 2020.

Invoices will be sent every month based on the previous months' time and expenses.

Project Schedule

McMAHON has the staff available to begin this project immediately upon award. Our Project Team recognizes the City of De Pere's may want to structure their grant services to meet various limitations including budget, project priorities, and staffing. This proposal can be structured to meet limitations specific to the City.

Project Team / Resumes

Personnel assigned to this project are selected from McMahon Associates, Inc. (McMAHON). The Project Manager supervises the Project Team and clerical personnel support the team. The combined resources assure that the client receives the best possible combination of professional attention.

Lori M. Gosz – Public Management Specialist

Lori will assist the Project Team and is a self-motivated, results driven professional with 25 years of municipal government experience in Northeast Wisconsin. A people, process and solution-oriented leader who excels in completing multiple tasks in a timely manner. She has focused experience on data research and presentation, financial reporting and analysis, grant funding and administration, compliance to federal, state, and local regulations.

Tammy Scott – Grant Specialist

Tammy will assist the Project Team. She has over 20 years of experience in writing, administrating, and reviewing grants. Tammy has successfully written and administered over $25 million in federal, state (including Wisconsin), and local level funding. Prior to joining the McMAHON team she served as Community Development Director and Finance Director for a municipality in Illinois. She is very knowledgeable in grant compliance and balancing numerous and diverse regulation requirements. She understands the importance of building and maintaining strong positive relationships with funders.

Henry B. Veleker – Public Management Specialist

Henry will act as the Project Manager and is a forward thinking, pragmatic public manager bringing 30 years of public management experience to the challenges facing local governments and their respective communities. A collaborative leader who values the commitment and work of local government elected officials and staff. He is a professional who appreciates that successful local governments must always strive to be strategic, transparent, fiscally prudent and action oriented.

Jeffrey R. Roemer – Public Safety Manager

Jeff will assist the Project Team with review of project specific information and processes as well advise on findings and recommendations. He has over 35 years of experience in public safety and is currently Public Safety Manager of the Public Safety & Municipal Management Group for McMAHON. Jeff is a certified public manager and has been providing full time public safety management consulting for the last 21 years. He worked as a Fire Chief, Police Chief, EMS Director, and Emergency Management Director before moving into public management consulting. He has worked with over 300 public safety clients nationwide and internationally.

References

City of New London, Wisconsin
Community Development Block Grant Close-Public Facilities
Project Engineering and Grant Administration
Mark Herter, Mayor
(920) 982-5800

City of Brillion, Wisconsin
Wisconsin Economic Development Corporation - Community Development Incentive Grant
Grant Application, Project Engineering and Grant Administration
Beth Wenzel, Redevelopment Authority Commission Chairperson
(920) 756-2250

City of Brillion, Wisconsin
Community Development Block Grant-Public Facilities
Grant Application, Project Engineering and Grant Administration
Mike Smith, Mayor
(920) 756-2250

Village of Machesney Park, Illinois
Illinois Housing Development Program (funding from HUD/State of IL)
Housing Rehabilitation Administration 1999 – present
Federal Emergency Management Agency Subrecipient (IEMA)
HMG & FMA grant writing, review 2008-present
ILDNR Boat Access Area & Development Grants 2006-2020
Michelle Johannsen, Finance and HR Manager
(815) 877-5432

Illinois Housing Development Authority
TF-SFR Program
Carmen Williams, Senior Program Officer
(312) 720-2756

City of Superior, Wisconsin
Operational and Organizational Review
Jane Michel, Contract Analyst
(715) 395-7557

City of Janesville, Wisconsin
Procurement Policy/Process and Best Practices Review
Max Gagin, Finance Director
(608) 755-3037

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**April 12, 2022**
DEPARTMENT:	**Economic Development**
FROM:	**Daniel Lindstrom**
SUBJECT:	**Consideration and Possible Action Regarding City Funded Infrastructure and Tax Incremental Financing for The Preserve, submitted by Preserve Development, LLC. (Parcels WD-D0035 and WD-D0034)***

ATTACHMENTS:

- Preserve Development DA Term Discussion FP 04122022 (PDF)
- 2021 Approved Comp Plan Map (PDF)
- Ltr- City of De Pere LOI Concept and TIF (PDF)
- Ltr- City of De Pere LOI Concept and City Funded Infra (PDF)
- Residential Infrastructure Policy - Updated Letterhead (PDF)
- Bank First - Denial Letter (PDF)
- Epcon Communities_Brochure_Combined (PDF)
- Preserve Buildout Projections (PDF)

CITY OF DE PERE
MEMO

To: Finance and Personnel Committee
From: Daniel Lindstrom, Development Services Director
Date: April 12, 2022

RE: **Consideration and Possible Action Regarding City Funded Infrastructure and Tax Incremental Financing for The Preserve, submitted by Preserve Development, LLC.**

Section 1: Background/Summary
In 2021, Preserve Development, LLC purchased the Humana Campus on Lawrence Drive with the intent to lease back a large portion of the existing building to Humana, create some smaller commercial units within the existing building, and develop the remaining greenfield areas. Preserve created the smaller commercial units in 2021 and now proposes to develop the southern portion of the site into a higher density housing single-family neighborhood marketed towards the 55+ older community. To make this development viable, the Preserve Development requests to work with the City to establish a Development Agreement for Tax Incremental Financial assistance and use of the City Funded Infrastructure.

Site History & Future Land Use Map
Review pages 42 to 47 of the March 28, 2022, Plan Commission meeting packet for the project site history, future land use, and conceptual detail for the proposed project.
https://deperecitywi.iqm2.com/Citizens/FileOpen.aspx?Type=1&ID=2489&Inline=True

Section 2: Proposed Development *(From Preserve Letter of Intent)*

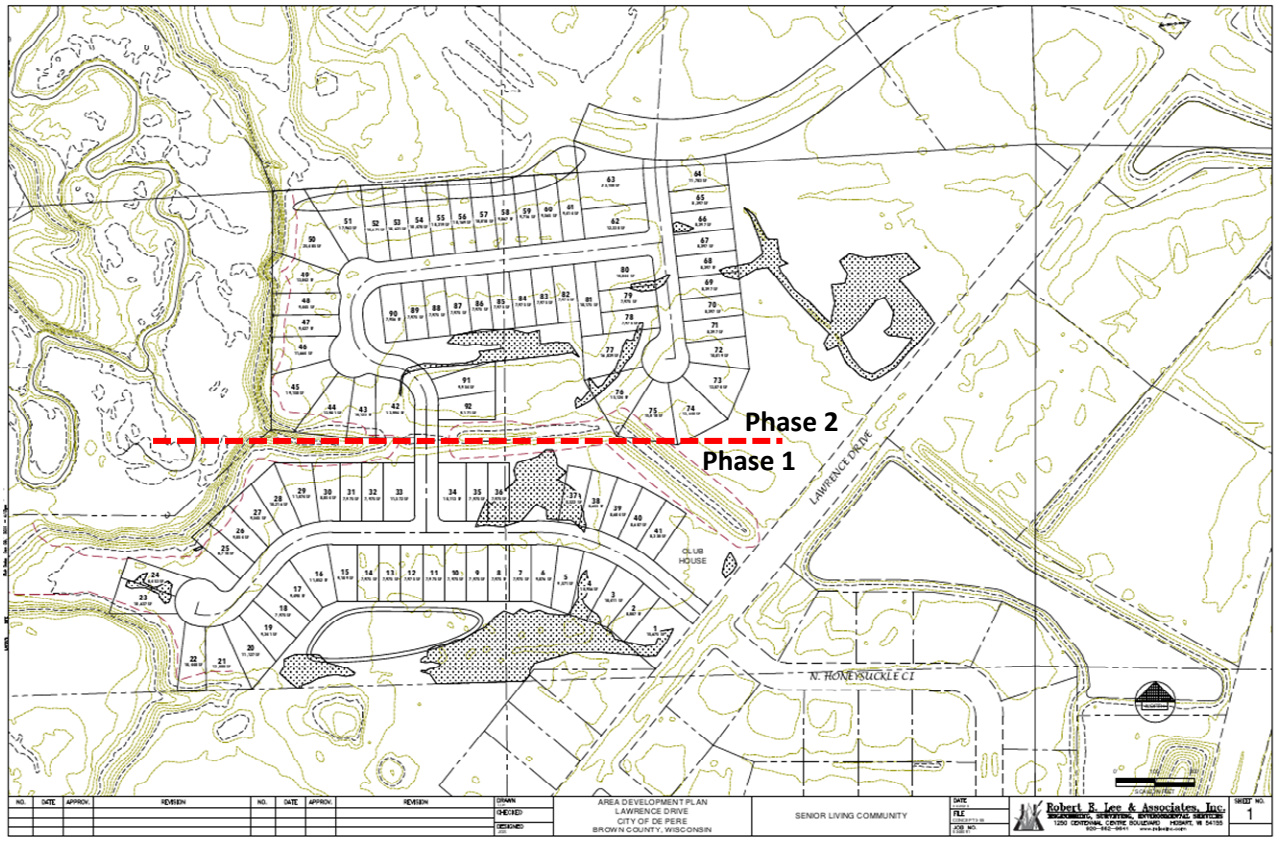
> *The development as presented currently consists of 92 single family lots, along with accommodations for a club house and other amenities. This community will be set up with a Homeowners Association ("HOA"), which will help manage the club house, amenities, grounds, and provide for lawn care and snow removal. The development is higher density, with narrower lots of approximately 55-feet wide. The intent is to create a cohesive community that promotes an active lifestyle. This is a living style that has been successfully developed in other communities in Brown County, but something De Pere does not currently have available to its residents at this scale. A combination of a high- quality product and relative location of the project will help create a desired development for the City of De Pere. The project will utilize the natural back drops and provide a residential buffering between the existing residential development located south and east of the proposed development. The higher density will help drive development value, and will be a good spring board for additional development on the Humana Campus lands. In addition to this senior living development, additional projects such as assisted living, commercial development, and multi-family living is being contemplated on other vacant lands, but those projects are driven by successfully getting this first phase off the ground.*

During preliminary discussions with Preserve Development, the development would be a builder exclusive development and the builder would be required to deliver the minimum number of lots per year. The project would be branded/marketed under Epcon Communities (examples attached). Preserve Development would open the subdivision to other developers with specific design requirements and covenants if the contracted

builder is not able to meet the build deadlines. Turn-key prices for most of the homes are expected to be approximately $400,000 for a 2-stall garage and $500,000 for a slightly larger 3-stall garage.

Concept Plan

The concept is similar to other small-lot subdivisions already located in the region. As an example, Green Bay and Ashwaubenon, and Bellevue approved similar style projects. The Plan Commission reviewed the concept at the March 28, 2022, meeting. The Plan Commission supported the small-lot Planned Development District concept (PDD). The PDD is the tool necessary to create a smaller, higher-density subdivision than is currently permissible under the R-1 zoning classification.



Phased Development and Absorption

Preserve Development proposes the development of a two-phased subdivision. Phase 1 includes 41 lots, outlots, a clubhouse, and installing the necessary stormwater and road infrastructure. Phase 2 includes platting the remaining lots and installing the remaining road infrastructure. Preserve Development also requests the dedication of approximately 600' of Employers BLVD - currently a private road. As proposed, the project has a six-year absorption rate. Example build-outs from similar projects in Green Bay, Bellevue, and Ashwaubenon are attached to this memo.

Section 3: Development Summary and Assumptions

Proposed/Projected Increment Value:	$40,000,000 (approximately)
Proposed/Projected TID Increment Revenue:	$12,850,000 (approximately)
Proposed/Projected Developer Project Costs:	$9,236,246.63
Proposed/Project Developer Revenue (land sales):	$5,980,000.00
Gap	$3,256,246.62

Section 4: Development Assistance Requests

Preserve Development requests a $3,250,000 PAYGO financial incentive for the development gap payable at a 90/10 (developer/City) ratio until incentives reach $3,250,000 - according to development proforma approximately 7-years 2024 to 2030. Preserve Development also requests the use of the City Residential Infrastructure Policy to fund the construction of the subdivision infrastructure and the use of the special assessment process to pay off the infrastructure costs.

Section 5: City Analysis: $3,250,000 PAYGO Incentive

De Pere historically has not used Tax Incremental Financing to support greenfield residential growth. Recently for Garrity's Glen, the City approved the use of TID funds for the property acquisition of property for stormwater and road right-of-way that provided benefits beyond the neighborhood itself. City staff discussed the request with the Developers to ensure the represented costs (uses of funds) and revenue (sources of funds) are consistent with similar projects and accessory expenses were removed from the analysis. As with any expenditure of public funds, if the Common Council considers financial assistance for this development, doing so must have a "public purpose", meaning an expenditure for public benefit, or one of public necessity, convenience, or welfare. Given the Council's express determination that residential development in the City is a priority given the lack of available residential housing stock, the "public purpose" of the financial assistance is established. Moreover, the construction of small lots/downsizing housing is a needed market product for the City of De Pere. Adding additional housing for empty-nesters and those wishing to downsize will help free up existing homes in the surrounding community for younger generations to purchase.

If the Common Council considers financial assistance, staff recommends adding protections for the City and the developer from an unexpected market impact or disruption. Staff recommends utilizing a multi-phased PAYGO agreement and two-phase infrastructure agreement to coincide with the physical infrastructure/plat. Staff does not anticipate extended lot vacancy, but without modest thresholds, the City could be at risk under a single agreement. Under a multi-phased PAYGO agreement, the City bases the TIF maximum payments on development milestones. Staff discussed this scenario with the Preserve Development, and they agreed to the proposed milestones. Each Stage equates to a 25% incentive payout totaling a $3,250,000 PAYGO agreement at 90/10 until payout is reached.

- Stage I $812,500: After 18 Lots (new building permits issued) or $6,750,000 (value increment)
- Stage II $812,500: After 37 Lots (new building permits issued) or $13,500,000 (value increment)
- Stage III $812,500: After 58 lots (new building permits issued) or $21,500,000 (value increment)
- Stage IV $812,500: After 78 lots (new building permits issued) or $29,000,000 (value increment)

The staged triggers end at 85% of the lot build out (78 of 92) and approximately 75% of the total anticipated value. This approach gives the developer variability if they lose lots throughout the design/permitting process (stormwater and wetlands) and accounts for fluctuations in assessed value or mill rates. The lot development and value increment shall act as the development guarantees; however, City staff recommends the City reserve the right to review the records during a final accounting period before the final PAYGO payment. The City may reduce the final PAYGO payment equal to any expenses less than the submitted total expenses of $9,236,246.

Submitted Documentation: The Developer has submitted the attached document that includes:

- Letter of Intent – TIF assistance
- Area Development Plan
- Example projects – Epcon Communities – Woodland Lakes Cottages Example

Section 6: City Analysis: City Residential Infrastructure Policy

In 2010, the City Council adopted a residential infrastructure development policy that allowed for City-funded infrastructure for new residential developments. De Pere was one of the first communities in the region to offer this program, which was catalytic in spurring residential growth during the economic downturn. The housing or availability of housing stock must be balanced to ensure that the lots can be sold during the term of the Agreement. Therefore, the City will not entertain requests to fund infrastructure if a surplus of lots is on the market within the geographic area for which the infrastructure is sought. The current infrastructure policy is attached to this memo. The process for approving a subdivision with a residential infrastructure component includes the following:

1. Present conceptual subdivision plans to City of De Pere staff for review.
2. Engineering Division conducts a site concept feasibility analysis to determine if the concept plan is possible to construct and identify potential site limitations.
3. If the development is feasible, the Development Services Division prepares a memo to the Finance/Personnel Committee for review documenting the proposed project cost and the Committee makes a recommendation to Common Council.

The developer submitted the attached preliminary information for consideration to the City Funded Infrastructure request. The Engineering Division is currently preparing the feasibility analysis and cost estimates. However, Robert E. Lee & Associates representing Preserve prepared a cost estimate for the project. Under a single phased development, the project is estimated at approximately $3,135,000, including cost contingencies. Final construction estimates are prepared by the City Engineering Division with the estimated costs determined by (1) the City Engineer estimates the costs of construction Phases I and II based upon prior years' bid experience; and (2) Any costs related to purchasing of sanitary sewer capacity from the Green Bay Metropolitan Sewerage District (a/k/a NEWater) are to be covered by the City sewer utility and not included in the infrastructure construction costs.

City Discretion to Approve Residential Infrastructure:

In determining whether to approve a request for City funding of residential infrastructure improvements in circumstances where the above criteria are satisfied, the City is not obligated to approve such request after considering the following factors in considering the request:

1. Existing national and regional economic conditions.
2. Current construction market and the likelihood of receiving favorable public construction bids.
3. Whether previously approved City-funded infrastructure developments have met the obligations imposed upon the developer, regardless of the identity of the developers.
4. Whether other requests for City-funded infrastructure improvements have been approved or are pending for the same construction season as the request under consideration.
5. Whether the City engineering staff has sufficient time to prepare necessary engineering and construction plans for the requested infrastructure improvements.
6. Input or recommendations provided by the City financial advisor.
7. Any other factor relevant to the City's decision.

Submitted Documentation: The Developer submitted the attached document that includes:

1. Preliminary plat or site plan of the proposed project.
2. Letter from primary bank declining to fund the project.
3. Market analysis on the proposed development type.
4. The type of residential structures to be developed.

The Preserve also provided a copy of the 2020 Green Bay area market housing study.

Preserve Development LLC
Finance and Personnel Committee – April 2022

Section 7: Development Agreement Information and Obligations (if recommended for approval)

If approved, City staff recommends the following terms:

Parcel IDs:	WD-D0035, portions of WD-D0034 and WD-D0031
Address:	Multiple TBD
Acres:	Approximately 35 Acres
Proposed Use:	Phase 1 single-family residential and clubhouse (approximately 41 units) Phase 2 single-family residential (approximately 51 units)
Future Land Use:	Neighborhood Residential – including multi-Family
Zoning:	Corporate Executive Office (CE-O)
Proposed Zoning:	R1 with a Planned Development District
Assessed Value:	$407,000
Potential Value:	Approximately $40,000,000 (assuming full build out)

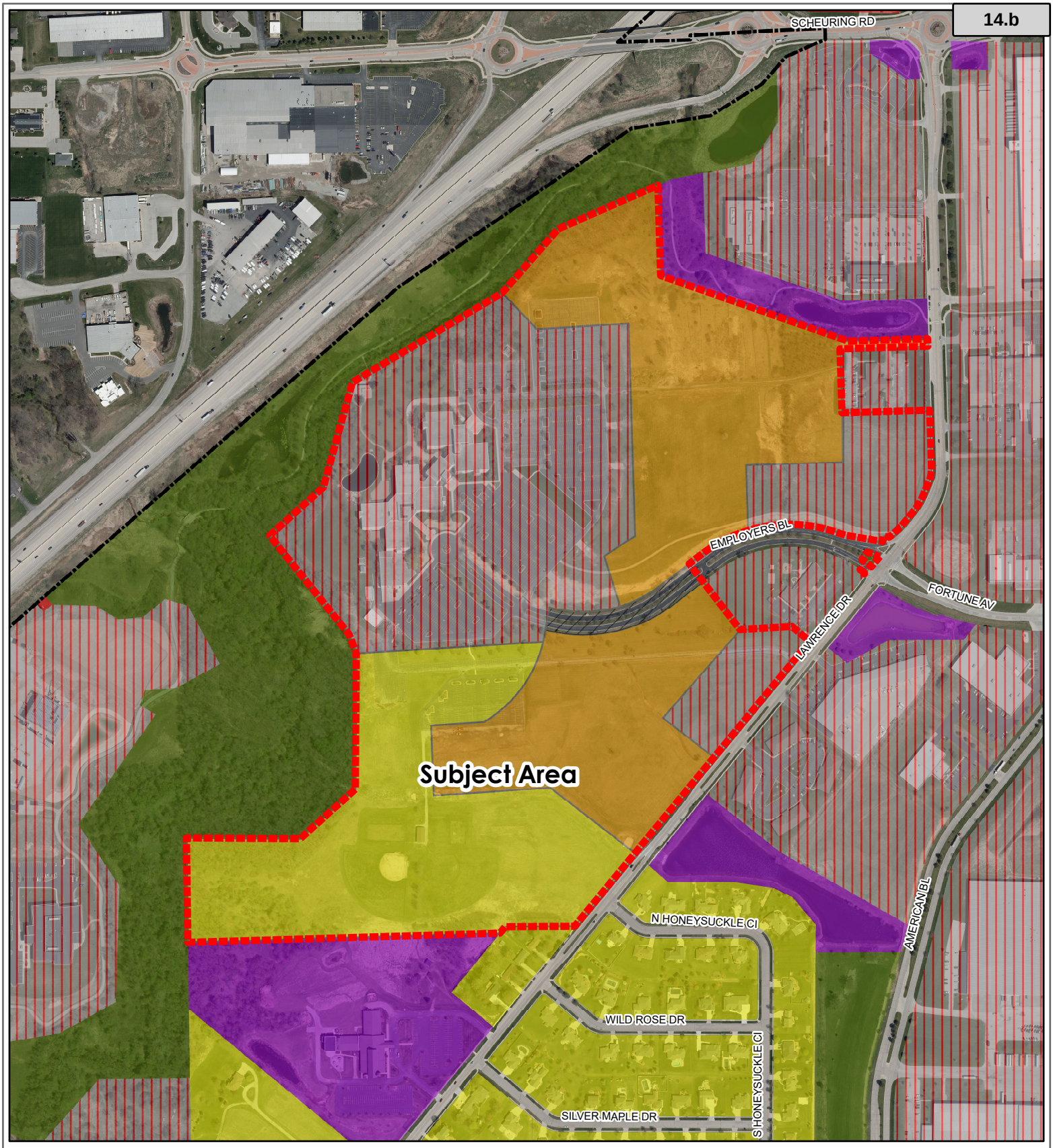
Developer Obligations (terms):

1) Development of a higher density residential neighborhood to include up to 92 single-family lots, clubhouse, and related infrastructure.
2) Submit Planned Development District and preliminary plat application materials for Phase 1 to the Plan Commission by July 1, 2022. Preliminary Plat and Planned Development District GPD shall be approved prior to approving a final development agreement.
3) Platting of The Preserve subdivision in two phases as described above.
4) Retaining project development accounting records for a period until 1 year after the final lot is sold. The city reserves the right to review the records during a final account period prior to the final PAYGO payment. The city may reduce the final PAYGO payment equal to any expenses less than the submitted total anticipated expenses of $9,236,246.
5) Submit as-built drawings or other documented specifications of the approximately 600’ of Employers Blvd for review by the City Engineering Division. If deemed acceptable by the City Engineering Division, Preserve shall dedicate ROW and infrastructure to the City.

City Obligations (terms):

1) City shall provide the developer with a $3,250,000 PAYGO financial incentive payable at a 90/10 (developer/City) ratio per the schedule below:
    a) Stage I $812,500: After 18 Lots (new building permits issued) or $06,750,000 (value increment)
    b) Stage II $812,500: After 37 Lots (new building permits issued) or $13,500,000 (value increment)
    c) Stage III $812,500: After 58 lots (new building permits issued) or $21,500,000 (value increment)
    d) Stage IV $812,500: After 78 lots (new building permits issued) or $29,000,000 (value increment)

    The City reserves the right to review the records during a final account period prior to the final PAYGO payment. The City may reduce the final PAYGO payment equal to any expenses less than the submitted total anticipated expenses of $9,236,246.
2) City Residential Infrastructure Policy:
    a) City Funded Infrastructure per Residential Infrastructure Policy; however, the Developer to work with City Engineering Division to break final infrastructure costs into two separate planned phases.
    b) The City reserves the right to review the acceptance of the dedication of approximately 600’ of Employers BLVD - a private road right-of-way prior to the development of phase 2.
    c) Acceptance of approximately 600’ of Employers Blvd if the current infrastructure is deemed acceptable by the City Engineering Division.



DE PERE
RUNS DEEPER

Future Land Use Map

N
S

0 187.5 375 750 1,125 1,500
Feet

- Subject Area
- Neighborhood Residential (Including Multi-Family)
- Multi-Family Residential
- Commercial
- Commercial Redevelopment
- Institutional/Governmental Facilities
- Business Park
- Industrial Park
- Transportation and Utilities
- Parks and Recreation
- Natural Areas
- Water Features
- Mixed-Use Commercial Nodes
- Urban Reserve Area (Future Mixed Use)

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.

File Path: X:\PropertyInformation\West\WD-D0035 LAWRENCE DR\Planning\Comp Plan Amendment\Mapping

Data Source

PRESERVE DEVELOPMENT, LLC
200 South Washington St. Suite 200
Green Bay, WI 54301

LETTER OF INTENT

December 21, 2021

VIA EMAIL AND U.S. MAIL
Daniel J. Lindstrom
Development Services Director
335 S Broadway
De Pere, WI 54115

RE: Request for Development Agreement / TIF Assistance

Dear Dan:

This Letter of Intent serves as a formal request by Preserve Development, LLC ("Preserve") to begin the real estate development process of portions of Brown County Tax Parcels WD-D0035 and WD-D0034, along Lawrence Drive, City of De Pere. Preserve has previously worked with the City to amend the comprehensive plan and zoning for lands that made up the Humana Campus. This request is the next step to advance those preliminary plans. Preserve desires to create a higher density, single family subdivision with the focus on creating a senior living, 55-plus community. The attached development plan identifies the scope of this initial development. To make this development viable, the next step of the development process is to engage with the City to establish a Development Agreement ("DA"), along with establishing a mutually agreeable Tax Increment incentive package. As noted within the following narrative, and supported by the attachments, this development would not happen "but for" financial incentive from the TIF district.

The development as presented currently consists of 92 single family lots, along with accommodations for a club house and other amenities. This community will be set up with a Homeowners Association ("HOA"), which will help manage the club house, amenities, grounds, and provide for lawn care and snow removal. The development is higher density, with narrower lots of approximately 55-feet wide. The intent is to create a cohesive community that promotes an active lifestyle. This is a living style that has been successfully developed in other communities in Brown County, but something De Pere does not currently have available to its residents at this scale. A combination of a high-quality product and relative location of the project will help create a desired development for the City of De Pere.

The project will utilize the natural back drops and provide a residential buffering between the existing residential development located south and east of the proposed development. The higher density will help drive development value, and will be a good spring board for

additional development on the Humana Campus lands. In addition to this senior living development, additional projects such as assisted living, commercial development, and multi-family living is being contemplated on other vacant lands, but those projects are driven by successfully getting this first phase off the ground.

Based on the preliminary development layout, it has been determined that the project is not viable without a developers incentive. Attached for reference are a number of documents that identify the financial performance of the development, identifying a shortfall of $3.25 million. The expense summary identifies the development costs and potential revenues from the 92 lots. Despite the attempt to drive the cost per lot down by increasing density, the relative cost of the project, including high land value and significant municipal utility expenses, reinforces the need for incentive.

The following are highlights of the development:

1. 92 lot development built in two consecutive phases:
    - Phase I – Infrastructure install spring 2022 – build out 2022-2024
        - Development of lots 1-41 plus the club house
    - Phase II – infrastructure install spring 2024 – build out 2024-2027
        - Development of lots 42-92
        - Acceptance of Employers Blvd as a public asset by end of 2023
2. Projected Assessed Value of $39,800,000 – end of 2027
3. Generates a estimated construction increment of $12.3M, with $9M available to the City of De Pere for implementation of plan projects, including the Southern Bridge.
    - Increment creates a significant revenue to the City to fund projects that would not require general fund obligations.
4. Master developed development – one DA.
    - Developers owns the land.
    - 2-phase infrastructure installation.
    - Request for City to finance initial infrastructure, with 5-year assessment.
        - Assessment ensures infrastructure loan repayment within 5-years regardless of build out rate, guaranteed by master developer.
    - Request for TIF incentive of $3.25M

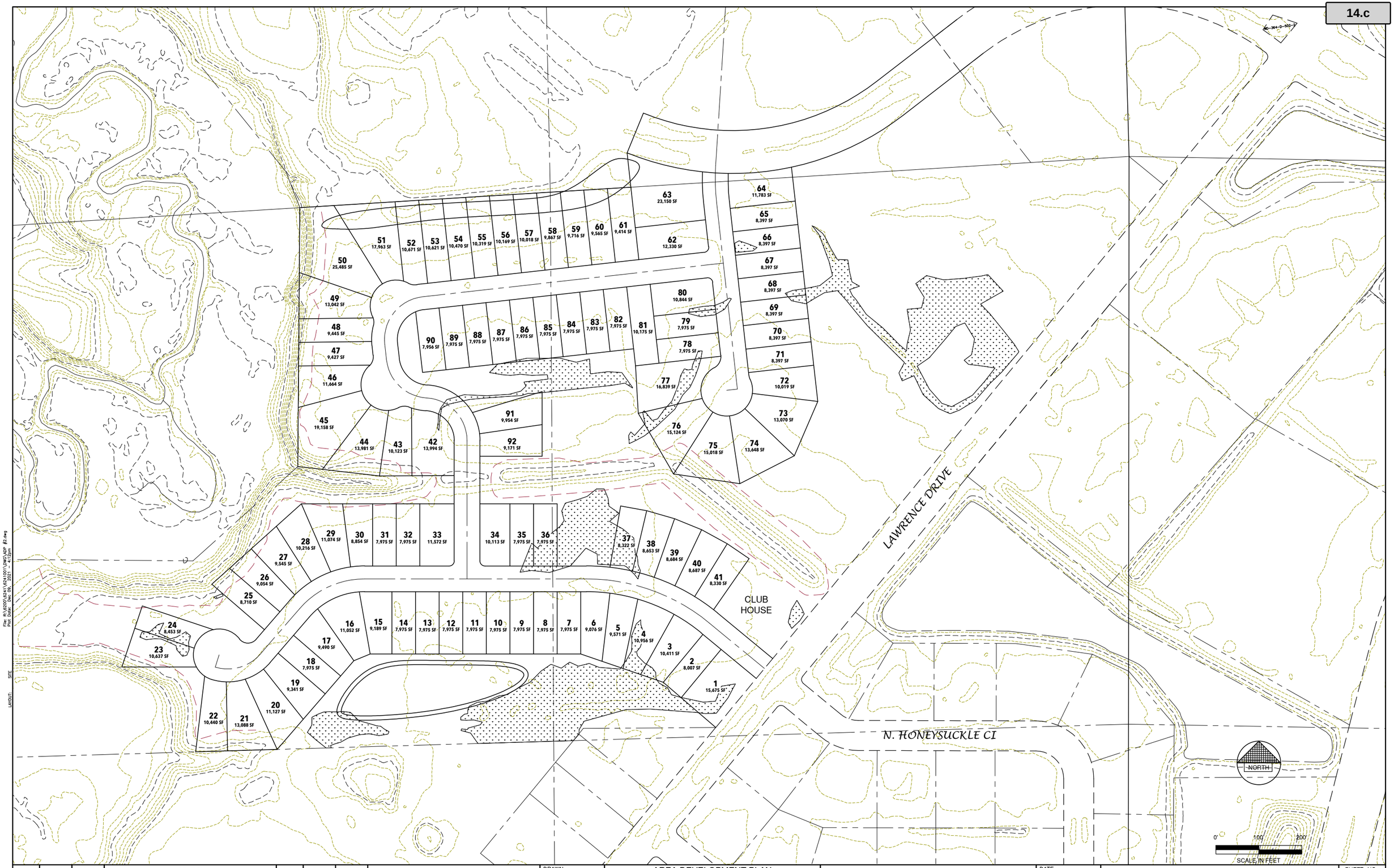
- Paid at 90/10 (Developer/City) until incentive is paid
- 100% PayGo TIF
  - No initial TIF incentive to developer, eliminating TIF funding risk to developer.
  - Incentive paid at actual rate of development incentive generated.

We appreciate your consideration of the above and cooperation thus far with the development. Please contact us with any questions.

PRESERVE DEVELOPMENT, LLC

Dated: 12/21/2021 By: _____

Bill Kingston, Member



File: R:\2020\A0811\CAD\1020\1\Xref\1020 ALTA.dwg
Plot Date: Dec 09, 2021 - 4:12pm

LAYOUT: SITE

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

DRAWN LLP
CHECKED
DESIGNED JGS

AREA DEVELOPMENT PLAN
LAWRENCE DRIVE
CITY OF DE PERE
BROWN COUNTY, WISCONSIN

SENIOR LIVING COMMUNITY

DATE 06/2023
FILE CONCEPT 3-55
JOB NO. 5348091

Robert E. Lee & Associates, Inc.
ENGINEERING, SURVEYING, ENVIRONMENTAL SERVICES
1250 CENTENNIAL CENTRE BOULEVARD HO
920-662-9641 www.releeinc.c

SHEET NO. 1

Anticiapted Expenses		
Land Cost	$	2,625,000
Demolition	$	100,000
Infrastructure - Street / Utilities	$	2,850,000
Infrastruture Contingency (10%)	$	285,000
Soft Costs / Fees	$	1,974,108
Soft Cost Contingency (10%)	$	197,411
Project Expenses	$	8,031,519
Ave Lot Cost - 92 lots	$	82,799.16
Lot Sales Profit - 15%	$	1,204,727.82
Total Cost	$	9,236,246.62
		92
Ave Lot Cost - 92 lots	$	100,393.99
Anticipated Revenue	$	5,980,000
Shortfall		***$ (3,256,246.62)***

Land

Acre		$/acre		Total
	35	$ 75,000	**$**	**2,625,000**

Demolition

Parking Lot	$	30,000
Ball Field	$	45,000
Ravine Crossing	$	25,000
Total	**$**	**100,000**

Infrastructure	$/lf		
Streets/Utilities - 3,750 lf Road	600	$	2,250,000
WPS	40	$	150,000
DePere Engineering - 20%		$	450,000
		$	**2,850,000**

Soft Costs / Fees

Project Management	$	10,000	
Platting ($625/lot - 92 lots)	$	57,500	
Developer Fee ($40k/year)	$	200,000	
Appraisal	$	7,500	
Soil Testing	$	10,000	
Legal / Accounting	$	20,000	
Insurance	$	10,000	
Title/Recoding/Transfer	$	20,000	
Mortgage Fees - land	$	347,019	5 years - 4.25% interest - ave $1.5M
Construction Interest - infrastructure	$	393,289	5 years - 4.25% interest - ave $1.7M
Commissions (6% sale price)	$	358,800	65000 92 $ 5,980,000 Lot Revenue
Marketing	$	150,000	
Real Estate Tax	$	90,000	2023 - 60 - 40 - 20
Submittal/permit fees	$	25,000	
Enhanced amenities, fencing, landscape	$	150,000	
Operating Cost (5 yrs) - snow, lawn, club house care	$	125,000	Diminising value annually as lot sell
	$	**1,974,108**	

Proposed Growth Table - Humana Senior Living - December 2021

Year		2 Stall - $400,000	Lot (each)	3 Stall - $500,000	Lot (each)	Year Total	Lot Total
2020	1	$ -		$ -		$ -	
2021	2	$ -		$ -		$ -	
2022	3	$ 2,000,000	5	$ 1,500,000	3	$ 3,500,000	8
2023	4	$ 5,200,000	13	$ 3,500,000	7	$ 8,700,000	20
2024	5	$ 5,200,000	13	$ 3,500,000	7	$ 8,700,000	20
2025	6	$ 5,200,000	13	$ 3,500,000	7	$ 8,700,000	20
2026	7	$ 5,200,000	13	$ 3,000,000	6	$ 8,200,000	19
2027	8	$ 2,000,000	5	$ -		$ 2,000,000	5
2028	9	$ -		$ -		$ -	0
2029	10	$ -		$ -		$ -	0
2030	11	$ -		$ -		$ -	
2031	12	$ -		$ -		$ -	
2032	13	$ -		$ -		$ -	
2033	14	$ -		$ -		$ -	
Total		$ 24,800,000	62	$ 15,000,000	30	$ 39,800,000	$ 92

55 plus Senior Living - 2 stall	400,000
55 plus Senior Living - 3 stall	500,000

Table of Estimated TIF District Revenues
TIF District No. 15 - City of De Pere
December 2021

Year	Life year	District Valuation	Inflation Increment	Construction Increment	Value Increment	Cummulative Value Increment	TIF Revenue	Cummulative TIF Revenue
2020	1	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2021	2	$ -	$ -	$ -	$ -	$ -	$ -	$ -
2022	3	$ -	$ -	$ 3,500,000	$ -	$ -	$ -	$ -
2023	4	$ 3,500,000	$ -	$ 8,700,000	$ 3,500,000	$ 3,500,000	$ -	$ -
2024	5	$ 12,200,000	$ 35,000	$ 8,700,000	$ 8,700,000	$ 12,200,000	$ 69,965	$ 69,965
2025	6	$ 20,935,000	$ 122,000	$ 8,700,000	$ 8,735,000	$ 20,935,000	$ 243,878	$ 313,843
2026	7	$ 29,757,000	$ 209,350	$ 8,200,000	$ 8,822,000	$ 29,757,000	$ 418,491	$ 732,334
2027	8	$ 38,166,350	$ 297,570	$ 2,000,000	$ 8,409,350	$ 38,166,350	$ 594,842	$ 1,327,176
2028	9	$ 40,463,920	$ 381,664	$ -	$ 2,297,570	$ 40,463,920	$ 762,945	$ 2,090,121
2029	10	$ 40,845,584	$ 404,639	$ -	$ 381,664	$ 40,845,584	$ 808,874	$ 2,898,995
2030	11	$ 41,250,223	$ 408,456	$ -	$ 404,639	$ 41,250,223	$ 816,503	$ 3,715,498
2031	12	$ 41,658,679	$ 412,502	$ -	$ 408,456	$ 41,658,679	$ 824,592	$ 4,540,090
2032	13	$ 42,071,181	$ 416,587	$ -	$ 412,502	$ 42,071,181	$ 832,757	$ 5,372,847
2033	14	$ 42,487,768	$ 420,712	$ -	$ 416,587	$ 42,487,768	$ 841,003	$ 6,213,850
2034	15*	$ 42,908,480	$ 424,878	$ -	$ 420,712	$ 42,908,480	$ 849,330	$ 7,063,180
2035	16	$ 43,333,358	$ 429,085	$ -	$ 424,878	$ 43,333,358	$ 857,741	$ 7,920,921
2036	17	$ 43,762,443	$ 433,334	$ -	$ 429,085	$ 43,762,443	$ 866,234	$ 8,787,155
2037	18	$ 44,195,777	$ 437,624	$ -	$ 433,334	$ 44,195,777	$ 874,811	$ 9,661,966
2038	19	$ 44,633,401	$ 441,958	$ -	$ 437,624	$ 44,633,401	$ 883,474	$ 10,545,440
2039	20**	$ 45,075,359	$ 446,334	$ -	$ 441,958	$ 45,075,359	$ 892,222	$ 11,437,662
2040	21	$ 45,521,693	$ 450,754	$ -	$ 446,334	$ 45,521,693	$ 901,056	$ 12,338,718
Totals			$ 6,172,447	$ 39,800,000	$ 45,521,693		$ 12,338,718	

Table Assumptions:

1) Base value of property $0
2) Total Tax Rate = $19.99/$1,000.00*
3) Yearly inflation rate of 1.0%
4) Expenditure Period = 15 years
5) Maximum Life before extension = 20 years
6) 2038 through 2040 represent allowed extended years

Humana Senior Living - City of De Pere- TIF 15					
YEAR		Development Rate Senior Living - Detached Home	TOTAL PERFORMANCE INCENTIVE: Summary Table		
			PayGo Developer Incentive, 90% of Available Increment Until Incentive Value is Reached	Annual Revenue to Village TIF Fund, 10% of Available Increment Until Incentive is Paid	Annual Total Revenue
2020	**1**		$0	$0	$0
2021	**2**		$0	$0	$0
2022	**3**	**8**	$0	$0	$0
2023	**4**	**20**	$0	$0	$0
2024	**5**	**20**	$62,969	$6,997	$69,965
2025	**6**	**20**	$219,490	$24,388	$243,878
2026	**7**	**19**	$376,642	$41,849	$418,491
2027	**8**	**5**	$535,358	$59,484	$594,842
2028	**9**		$686,651	$76,295	$762,945
2029	**10**		$727,987	$80,887	$808,874
2030	**11**		$640,904	$175,599	$816,503
2031	**12**		$0	$824,592	$824,592
2032	**13**		$0	$832,757	$832,757
2033	**14**		$0	$841,003	$841,003
2034	**15**		$0	$849,330	$849,330
2035	**16**		$0	$857,741	$857,741
2036	**17**		$0	$866,234	$866,234
2037	**18**		$0	$874,811	$874,811
2038	**19**		$0	$883,474	$883,474
2039*	**20**		$0	$892,222	$892,222
2040	**21**		$0	$901,056	$901,056
TOTAL		**92**	**$3,250,000**	**$9,088,719**	$12,338,718

Other Project Statistics	
Proposed Project Value	**$39,800,000**
Project Increment	**$39,800,000**
Est. Annual Revenue	**Growth Table**
Total Incentive to Developers**	**$3,250,000**

*2039 represents the last year of TIF #15.

**Total developer incentive reflects a 8.17% incentive

PRESERVE DEVELOPMENT, LLC
200 South Washington St. Suite 200
Green Bay, WI 54301

LETTER OF INTENT

December 21, 2021

VIA EMAIL AND U.S. MAIL
Daniel J. Lindstrom
Development Services Director
335 S Broadway
De Pere, WI 54115

RE: Request for Public Infrastructure Installation Financing

Dear Dan:

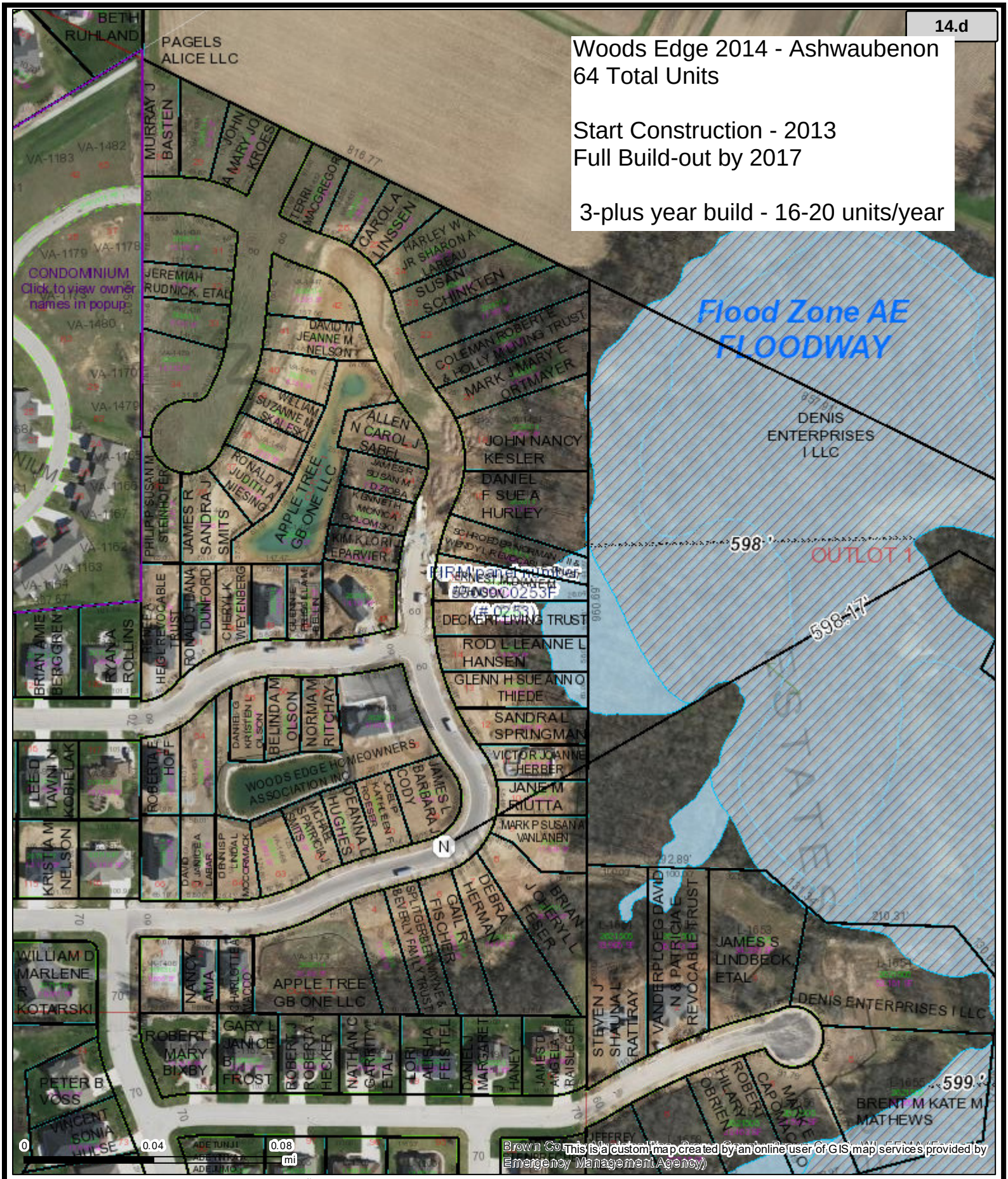
Preserve Development, LLC ("Preserve") is requesting the City provide and finance the initial municipal infrastructure installation. Preserve would then be assessed against the development for each phase, to repay the infrastructure expense on a 5-year assessment with twenty percent (20%) of the lots being funded by the developer each year regardless of construction starting year-end 2023. Assessments would be paid at the time of lot transfer or pulling of building permits.

Preserve owns the development lands, but is unable to secure private financing for the municipal infrastructure, thus requesting City assistance. Based on an assumed cost per centerline foot of road, including private utility install and engineering, the cost of both phases of infrastructure is projected at a cost of Two Million Eight Hundred Fifty Thousand and 00/100 Dollars ($2,850,000.00).

We appreciate your consideration of the above and cooperation thus far with the development. Please contact us with any questions.

PRESERVE DEVELOPMENT, LLC

Dated: 12/21/2021 By: _____
Bill Kingston, Member



Part of Brown County WI

Map printed on 2/15/2022

1:2,400
1 inch = 200 feet*
1 inch = 0.0379 miles*
original page size: 8.5"x11"
Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

- Parcel line
- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend

Brown County Planning & Land Services

Woods Edge 2017 - Ashwaubenon
64 Total Units - fully built-out



Part of Brown County WI

Map printed on 2/15/2022

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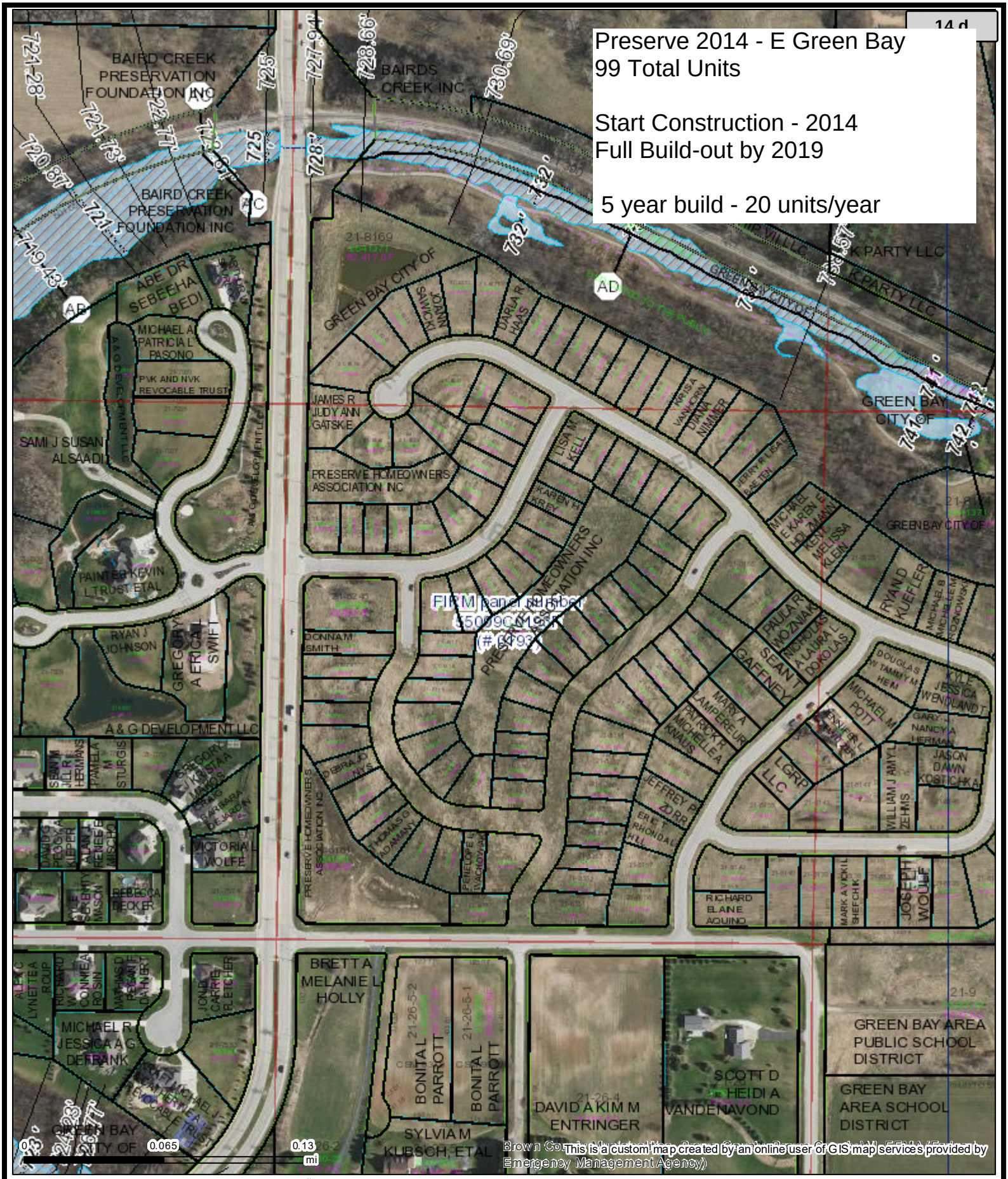
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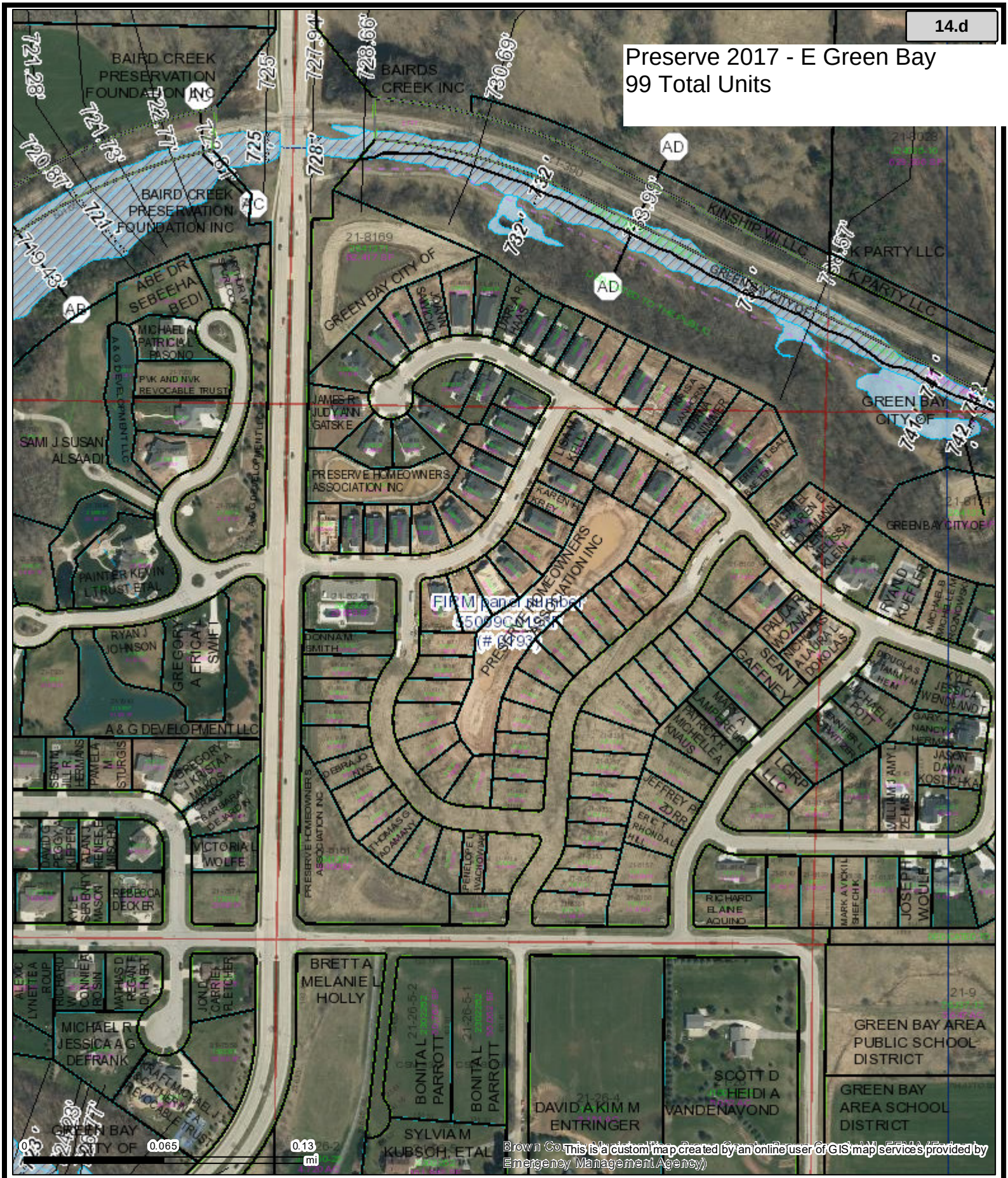
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Brown County Planning & Land Services

Preserve 2017 - E Green Bay
99 Total Units



This is a custom map created by an online user of GIS map services provided by Emergency Management Agency)

Part of Brown County WI

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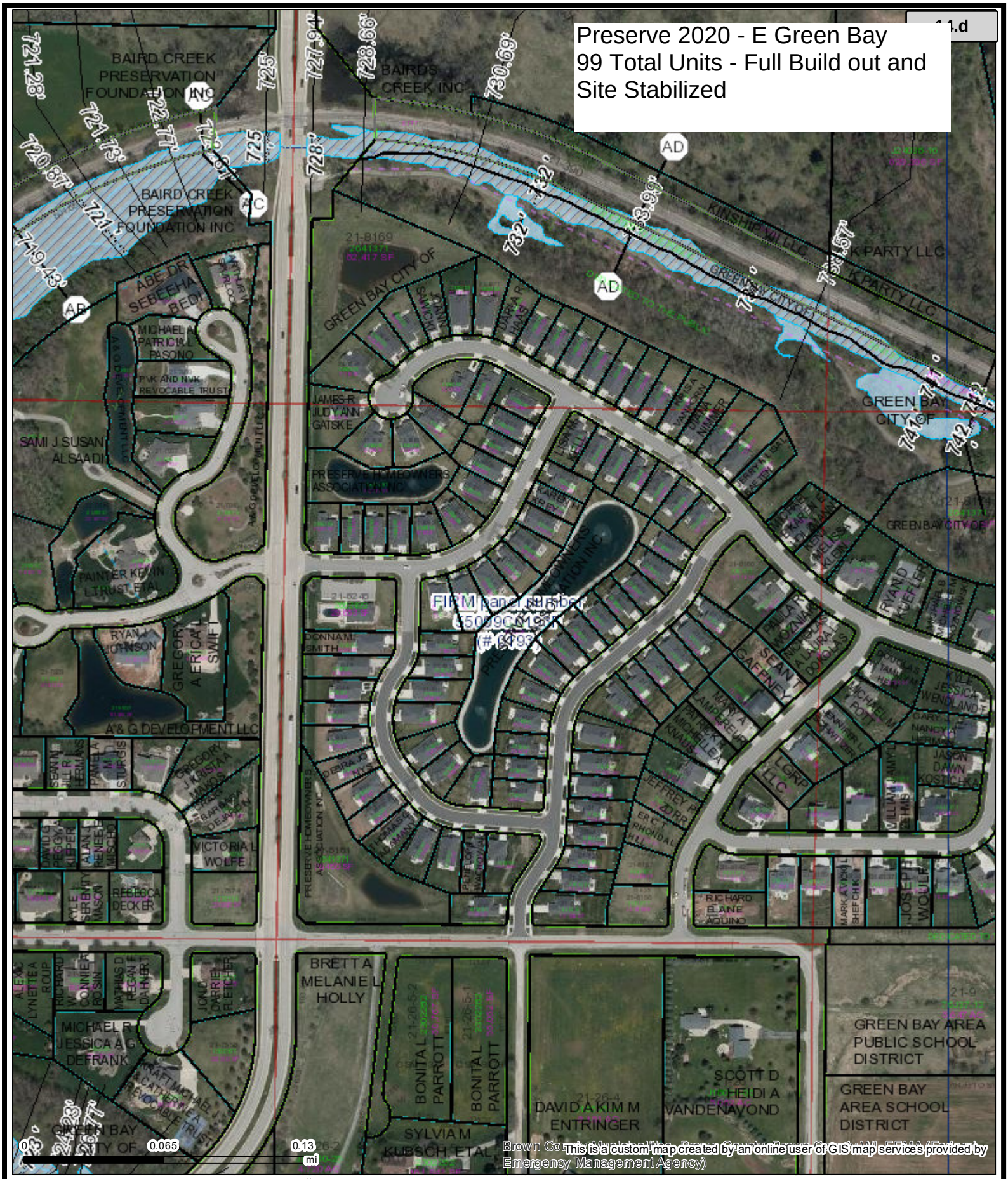
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Brown County Planning & Land Services



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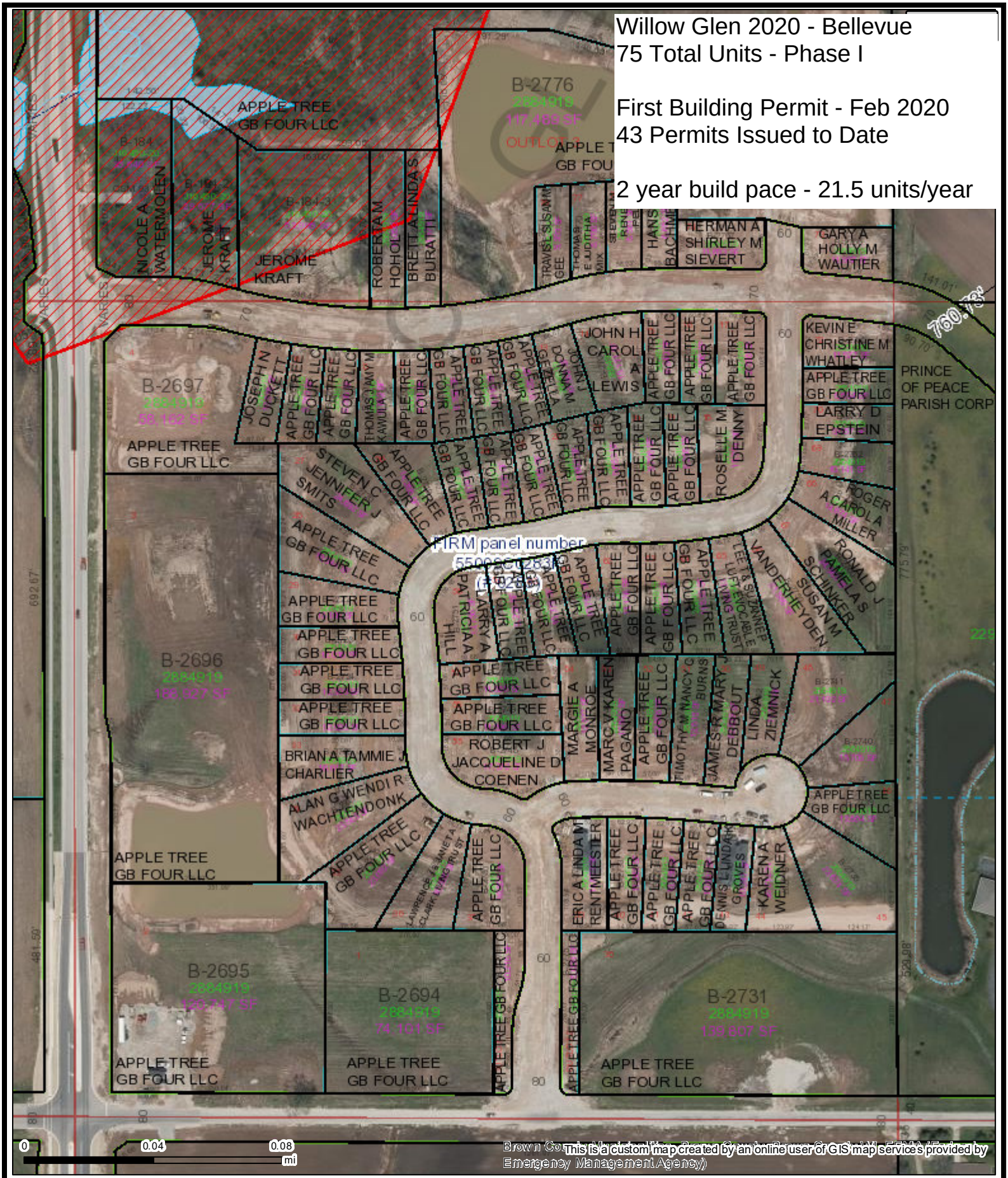
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- Right of Way line
- Meander line
- Lines between deeds or lots
- Historic Parcel Line
- Vacated Right of Way

A complete key (legend) is available at:
tinyurl.com/BrownDogLegend

Brown County Planning & Land Services

BankFirst
IT'S DIFFERENT AT FIRST

To whom this may concern,

This letter is confirm that Bank First has declined the request to provide funding for infrastructure in the amount of $3.5 Million for Preserve Development If there are any further questions in regards to this letter please feel free to reach out at your earliest convenience.

Sincerely,

Aaron Faulkner

Aaron Faulkner | Senior Vice President - Market Manager
Bank First
T 920.469.3937 | C 920.819.0535
2747 Manitowoc Road | Green Bay, WI 54311-6630
afaulkner@bankfirstwi.bank | www.bankfirstwi.bank

LIVE WELL IN AN EPCON COMMUNITY

Luxury Ranch Homes

Our open, modern floor plans include abundant natural light, and are designed for single-level living, everything you need is on one floor – kitchen, living space, bedrooms, laundry and storage.

Low-Maintenance Living

We know what you want and need for a happier, healthier life. Sit back and relax while we handle the mowing, mulching, edging and raking.

Private Courtyards

Whether you're enjoying a cocktail under the stars or a quiet moment with your morning coffee, connect with the outside world while maintaining your privacy.

Lock & Leave Lifestyle

Our HOA-maintained communities provide you with peace of mind. You have the freedom to do what your heart desires knowing that your home is well taken care of.

Features of Universal Design

Our homes are designed to support your lifestyle now, and in the future, with wide hallways and open floorplans.



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The Salerno is a striking home, designed with dramatic features like 9-foot ceilings. The elegant design includes an expansive dining room and a great room that opens to the private outdoor living space. The large eat-in kitchen is ideal for gathering with friends and family, and the owner's suite accesses the courtyard.

There is generous storage space, and a bonus suite perfect for a guest room. All things considered, the Salerno provides a luxurious yet casual home that caters to your lifestyle.

Salerno

1,643-2,247 Sq. Ft.

- 2-3 Bedrooms | 2-3 Bathrooms
- Open, light-filled design
- 1st floor owner's suite
- Gourmet kitchen with island
- Covered porch off of living room
- Private, rear-facing courtyard
- Optional screened porch or veranda available in lieu of covered porch off living room
- Optional sitting room, screened porch or covered porch off owner's suite
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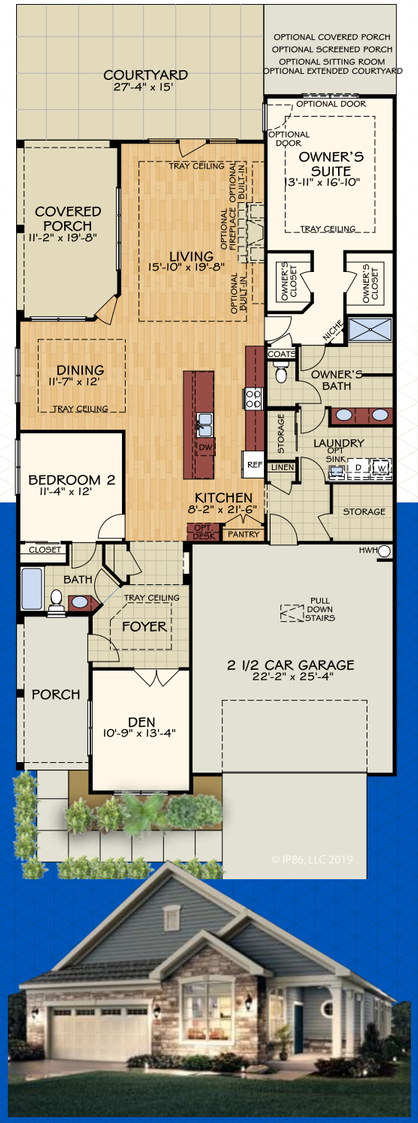
The Torino II is an elegant, open home, built for entertaining. With plenty of room for oversized sofas and a large dining room table, you can comfortably host friends and family. The gourmet kitchen is the ideal place to grab a quick meal or prepare a grand feast.

Other features include the owner's suite with walk-in shower, the private courtyard, and a welcoming front porch. An optional bonus suite adds flexibility and comfort for guests. If home is where the heart is, you'll enjoy the Torino.

Torino II

1,888-2,588 Sq. Ft.

- 2-3 Bedrooms | 2-3 Bathrooms
- Open, light-filled design
- 1st floor owner's suite
- Gourmet kitchen with island
- Den
- Private, rear-facing courtyard
- Optional sitting room, covered porch or screened porch off owner's suite
- Optional covered porch or screened porch off courtyard
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From preparing meals in the modern kitchen to entertaining friends in the open living room, life's everyday moments are more enjoyable and more relaxing. For a home that features the finest in intuitive design, look no further than the Verona.

Verona

2,114-2,930 Sq. Ft.

- 2-3 Bedrooms | 2-3 Bathrooms
- Open, light-filled design
- 1st floor owner's suite
- Gourmet kitchen with island
- Den
- Private, rear-facing courtyard with covered porch
- Optional screened porch or veranda available in lieu of covered porch off courtyard
- Optional sitting room, screened porch or covered porch off owner's suite
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The Palazzo is revered for its design flexibility, luxurious options and standard comforts. Possibilities abound from an upstairs bonus suite, walk-in spa shower, private den, restful sitting room, and much more. Regardless of the options you choose, the Palazzo is a warm and lively home energized by abundant living space, contemporary amenities, and natural light. Thanks to its flexibility and elegance, the Palazzo is the perfect fit for all personalities and lifestyles.

- 2-3 Bedrooms
- 2-3 Bathrooms
- Open, light-filled design
- 1st floor owner's suite
- Gourmet kitchen with island
- Optional 4 seasons sunroom
- Private, outdoor courtyard
- Optional sitting room, screened porch or covered porch off owner's suite
- Optional 2nd floor bonus suite



Palazzo

1,518-2,027 Sq. Ft.

The Portico is a beautiful and striking home designed with functional excellence to promote easy manageability. It offers intelligent features including a conveniently located laundry room, generous storage space, and the added versatility of a bonus suite perfect for a guest room. All things considered, the Portico provides a luxurious yet casual living experience that caters to your lifestyle desires.

- 2-3 Bedrooms
- 2-3 Bathrooms
- Open, light-filled design
- 1st floor owner's suite
- Gourmet kitchen with island
- Optional sitting room, covered porch or screened porch off owner's suite
- Private, outdoor courtyard
- Den
- Optional 2nd floor bonus suite



Portico

1,775-2,501 Sq. Ft.

The Promenade III is an elegant, open home with plenty of room for your oversized sofas and your dining room furniture. The gourmet kitchen with center island and pantry make it the ideal place to have a quick meal or prepare a grand feast for family and friends. An optional bonus suite adds flexibility and comfort for guests that visit. For those who believe that home is where the heart is, rejoice with the Promenade III.

- 2-4 Bedrooms
- 2-3 Bathrooms
- Open, light-filled design
- 1st floor owner's suite
- Den
- Generous storage space
- Private, outdoor courtyard
- Optional sitting room, screened porch or covered porch off owner's suite
- Optional 2nd floor bonus suite



Promenade III

2,058-2,832 Sq. Ft.

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CITY OF DE PERE

335 South Broadway, De Pere, WI 54115 | www.de-pere.org

Policy Name: City Residential Infrastructure Development Policy
(Revised November 2018 and effective as of August 1, 2018).

Purpose: The purpose of the policy is to outline standards to guide requests for City-funded residential infrastructure development.

The City's Finance/Personnel Committee and Common Council will review requests for City-funded infrastructure costs associated with residential development. Infrastructure costs include sewer, water, storm water, public road construction and corresponding City Engineering fees. Phase I construction costs include city water, sewer, stormwater management, street excavation, crushed aggregate base material, concrete curb and gutter, asphaltic pavement (binder) and street lights installed and owned by Wisconsin Public Service Corporation (or subsidiary/affiliate thereof). Some developments may also include trail construction and/or street trees. Phase II construction costs include asphaltic concrete pavement (surface.).

Economic Requirements: The policy is intended to provide an adequate supply of housing stock. The housing or availability of housing stock must also be balanced to ensure that the lots can be sold during the term of the Agreement. Therefore, the City will not entertain requests to fund infrastructure if a surplus of lots is on the market within the geographic area for which the infrastructure is sought.

Process:

1. Pre-Submittal meeting with City staff to review proposed development.
2. Developer submits written request and supporting documentation for City-funded residential infrastructure.
3. Finance/Personnel Committee reviews request and terms of agreement.*
4. Developer secures associated zoning, plat and/or site plan approvals.*
5. Developer records Plat.*
6. Common Council reviews Agreement Waiving Notice and Agreeing to Special Assessments.

* may occur concurrently.

Developer Requirements: The following criteria will be used to evaluate if the City will consider approval of the project:

1. The Developer must:
    a. have all ownership interest in the property to be subdivided and sold for residential purposes; or
    b. have a contractual interest which may become full ownership interest in the property to be subdivided and sold for residential purposes.

2. The Developer must intend to record a plat dividing the properties into the residential lots, including taking all steps necessary to obtain City Plan Commission approval. A copy of the recorded plat must be provided to the City Development Services Department once recorded.

3. The Developer must, on its own and on behalf of any and all successors and assigns, request the installation of the public improvements.

4. The Developer must provide the City the following documentation:
    a. Preliminary plat or site plan of proposed project.
    b. Letter from primary bank declining to fund the project.
    c. Market analysis on the proposed development.
    d. The type of residential structures to be developed. The City shall support all levels of housing; however the City reserves the right to refuse projects that use spec homes.

5. The estimated cost of the improvements shall be determined as follows:
    a. The City Engineer shall estimate the costs of construction Phases I and II based upon prior years' bid experience;
    b. Any costs related to purchase of sanitary sewer capacity from the Green Bay Metropolitan Sewerage District (a/k/a NEWater) shall not be included in the either Phase I or Phase II construction costs; rather the City sewer utility shall pay those costs.

6. The construction costs estimates to be assessed per lot shall be divided either:
    a. on a per lot basis; or
    b. on a tiered pay-off system provided the tiered pay-off complies with the following:
        i. Three Pay-Off Tiers** with the following min./max. percentage of total costs to be paid in each tier:
        1st: not less than 20% of total construction costs x # lots

2nd: not less than 30% of total construction costs x # lots
3rd: not more than 45% of total construction costs x # lots

ii. Divide # of lots so that the number of lots in each tier does not exceed the following percentage as to the total # of lots:
1st tier: not more than 40% of lots
2nd tier: not more than 35% of lots
3rd tier: remainder of lots ***

** two and four pay-off tiers results in pay-offs for the last tier in excess of 50% of the total costs of the project, which significantly adversely affects the price of those lots

***interest, which starts accruing after substantial completion of the improvements will also be added to the total amount due, generally on the last of the lots sold

7. The assessments for the improvements shall be paid as follows:
   a. Payment of the individual parcel assessments shall be deferred for a period up to five (5) years from the completion of Phase I of the public improvements, together with interest on the unpaid assessment balance. Interest at the rate at which the city last bonded shall commence accruing at such time the Phase I improvements are complete as identified in the Notice of Phase I completion sent to the Developer by the City Engineer.
   b. Payment of individual parcel deferments shall cease and the amount assessed, plus interest, are due:
      i. upon transfer of ownership of the parcel against which such assessment is levied; or
      ii. upon the expiration of the deferral period (up to five (5) years from the date of completion of the Phase I public improvements).
   c. The Developer shall execute a personal guarantee(s) of specific transaction guaranteeing repayment of the total public improvement costs to the City as of the conclusion of the Agreement.

8. The full final cost of the public improvements shall be determined at the completion of the project and true-up performed to determine any per lot revised assessment amount as determined by subtracting from the total construction costs the sum of the principal amount collected from the sale of the lots. Should the final assessment per lot sum be smaller than the amount actually paid by transferred parcel(s), the overage collected shall be prorated among the parcels not transferred

as of the date of completion. If all parcels were previously transferred, the overage shall be split among the property owners based on what was paid per tiered system or on a per lot basis as the case may be. Should the final assessment per lot be greater than the amount actually paid by the transferred parcels, such shortage not collected shall be prorated among the parcels not transferred. If all parcels were previously transferred, the shortage not collected shall be payable upon the Personal Guarantee.

9. The Developer shall waive any and all right or recourse it may have, through State or Federal Court Pursuant to Wis. Stats. §66.0703, or otherwise to challenge the assessment agreed to in this agreement, it being the desire of the Developer, to be placed in the same position as if they had been fully and adequately noticed of the procedures pertaining to the assessment for the reconstruction activity.

City Discretion To Approve

In determining whether to approve a request for City funding of residential infrastructure improvements in circumstances where the above criteria are satisfied, the City shall not be obligated to approve such request but shall also consider the following factors in analyzing and considering approval of the request:

1. Existing national and regional economic conditions;
2. Current construction market and the likelihood of receiving favorable public construction bids;
3. Whether previously approved City-funded infrastructure developments have met the obligations imposed upon the Developer, regardless of the identity of the developers;
4. Whether other requests for City-funded infrastructure improvements have been approved or are pending for the same construction season as the request under consideration;
5. Whether City engineering staff has sufficient time to prepare necessary engineering and construction plans for the requested infrastructure improvements;
6. Input or recommendations provided by the City financial advisor;
7. Any other factor relevant to the City's decision.

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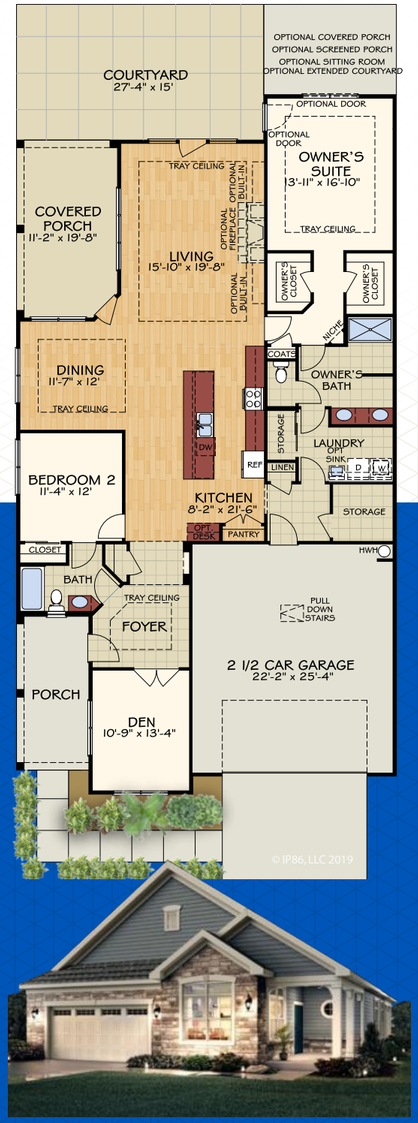
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Palazzo

1,518-2,027 Sq. Ft.

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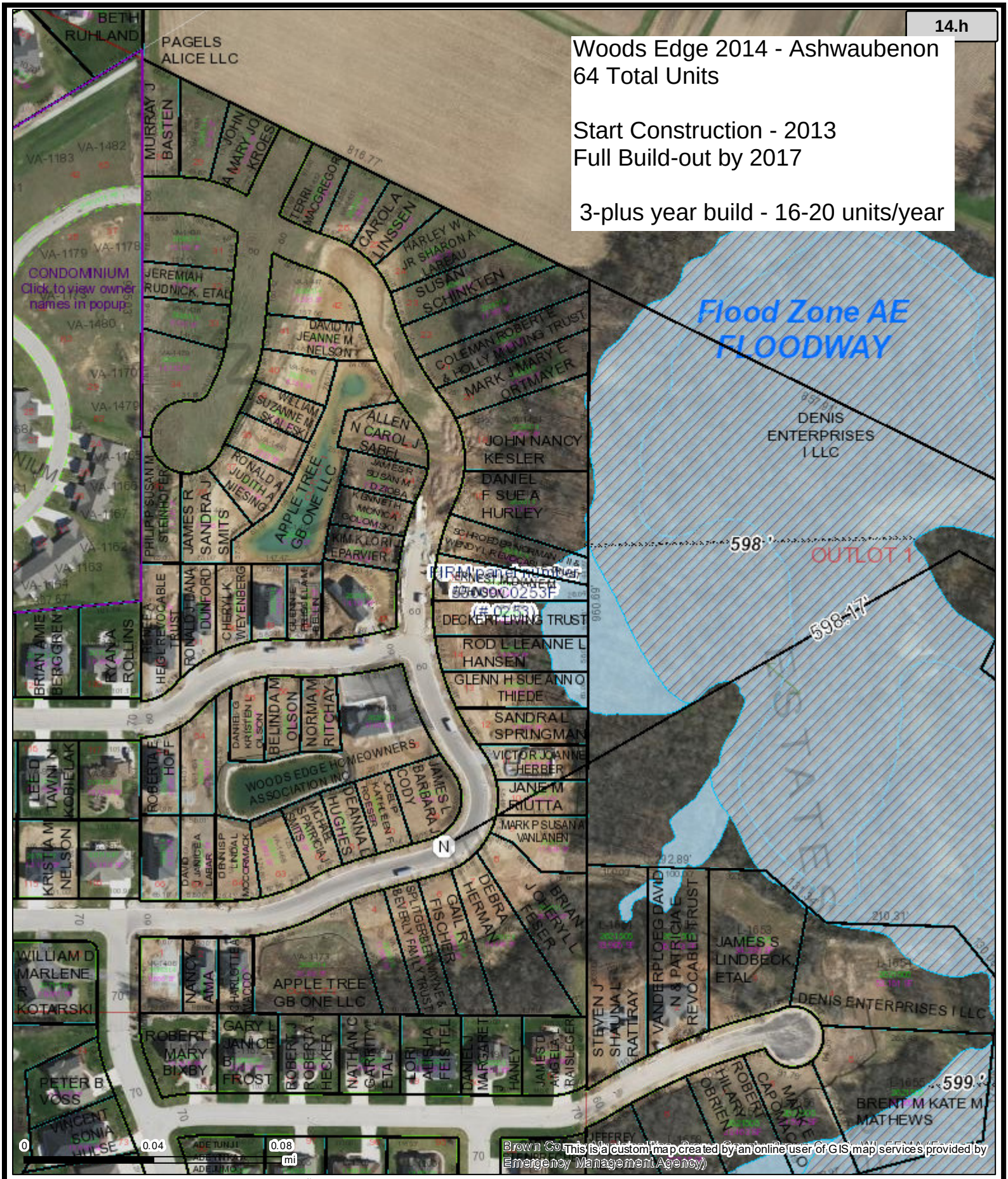
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Promenade III

2,058-2,832 Sq. Ft.

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Part of Brown County WI

Map printed on 2/15/2022

1:2,400
1 inch = 200 feet*
1 inch = 0.0379 miles*
original page size: 8.5"x11"
Appropriate format depends on zoom level

Parcel ownership key

- Parcel Boundary
- Condominium
- Gap or Overlap

"hooks" indicate parcel ownership crosses a line

- Parcel line
- Right of Way line
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- Vacated Right of Way

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Woods Edge 2017 - Ashwaubenon
64 Total Units - fully built-out



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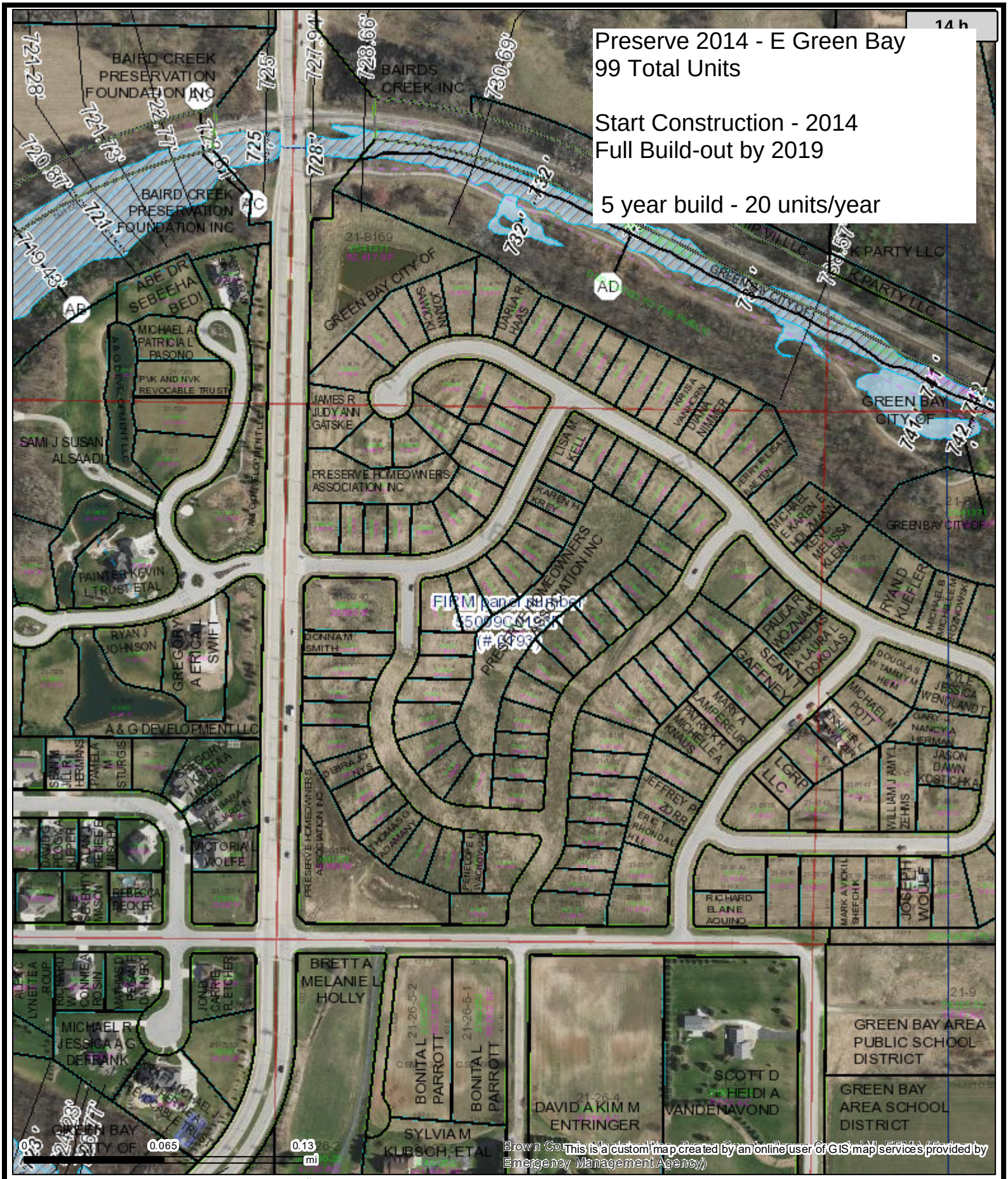
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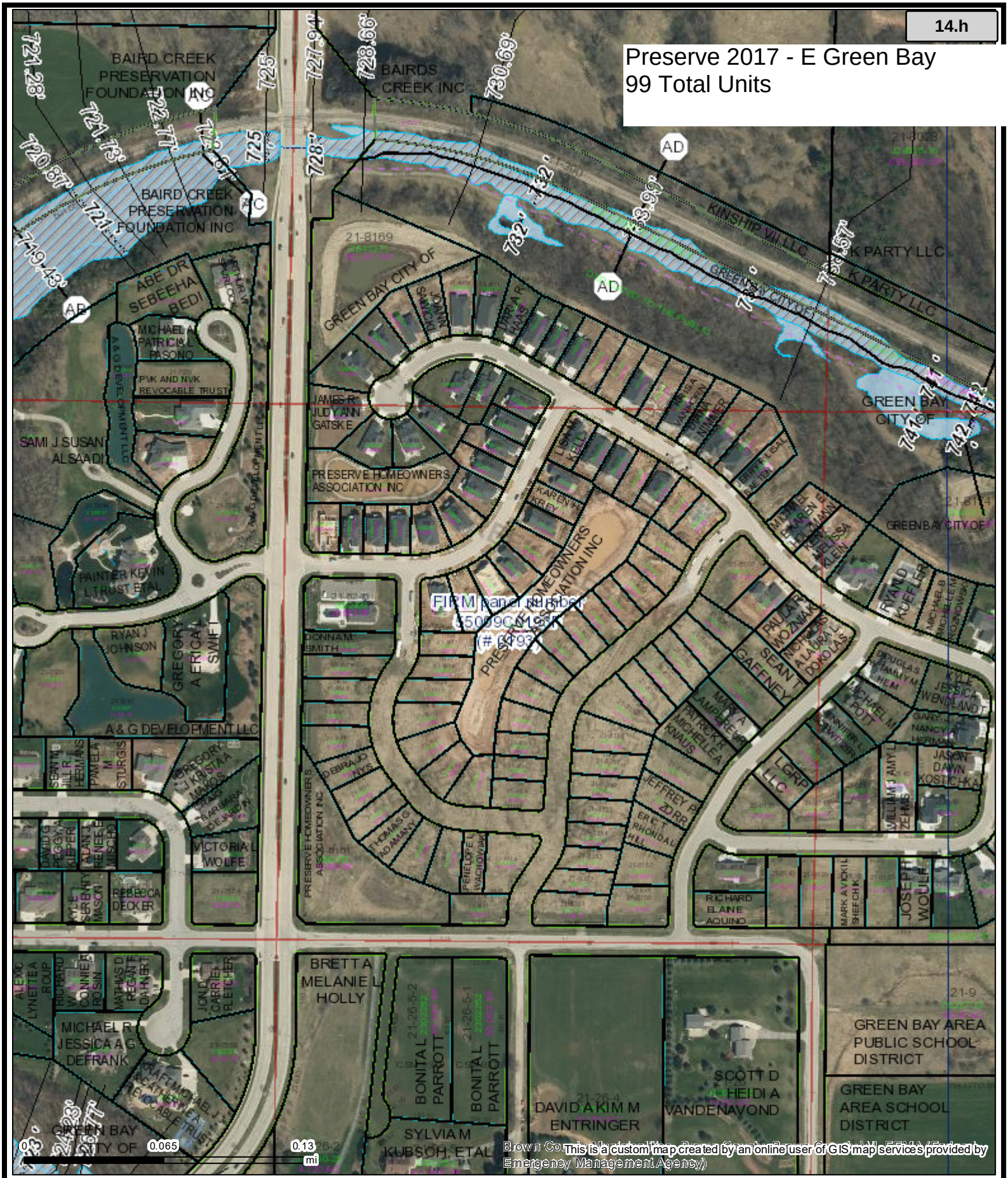
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Brown County Planning & Land Services

Preserve 2017 - E Green Bay
99 Total Units



0 0.065 0.13 mi

This is a custom map created by an online user of GIS map services provided by Brown County Emergency Management Agency.

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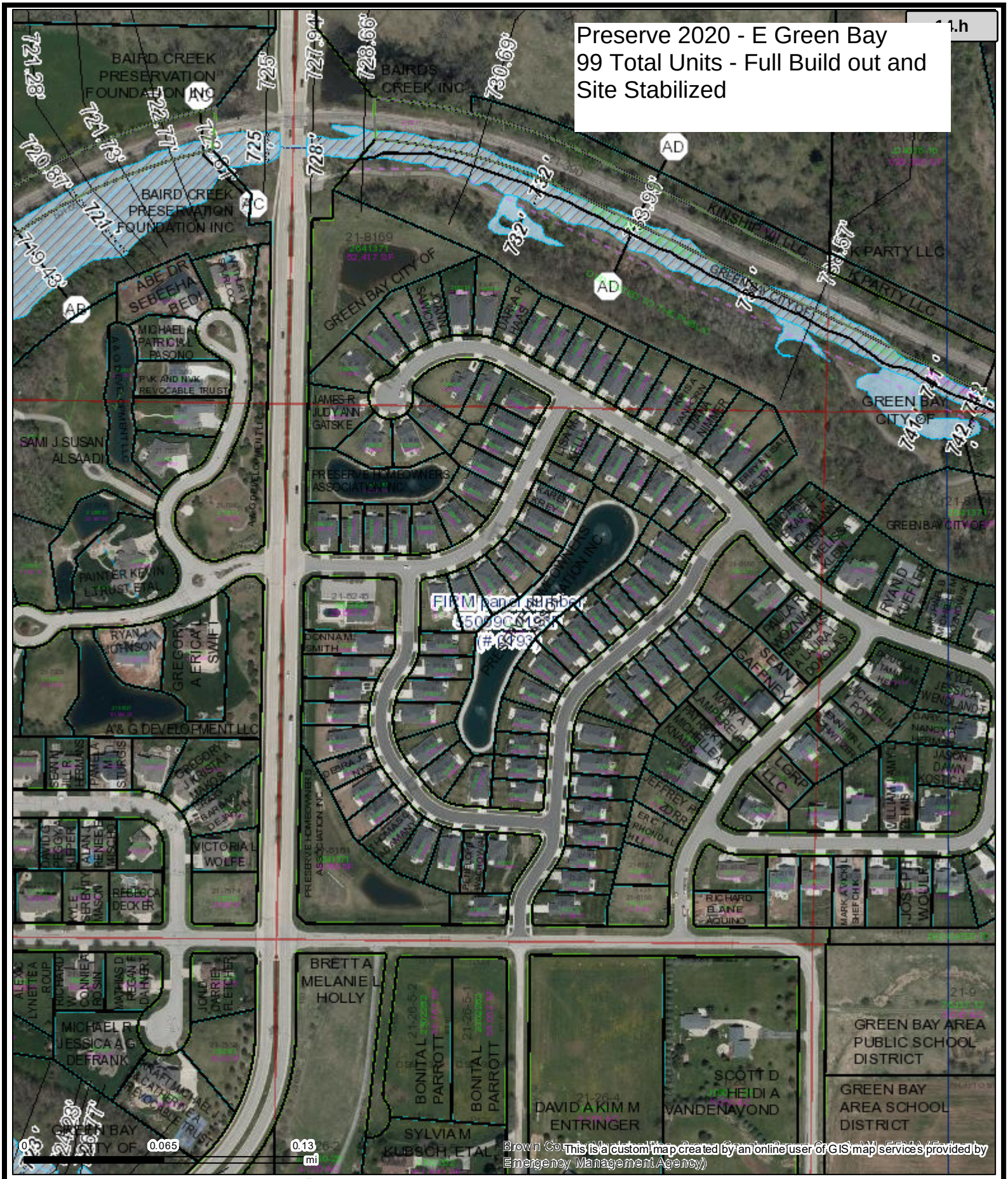
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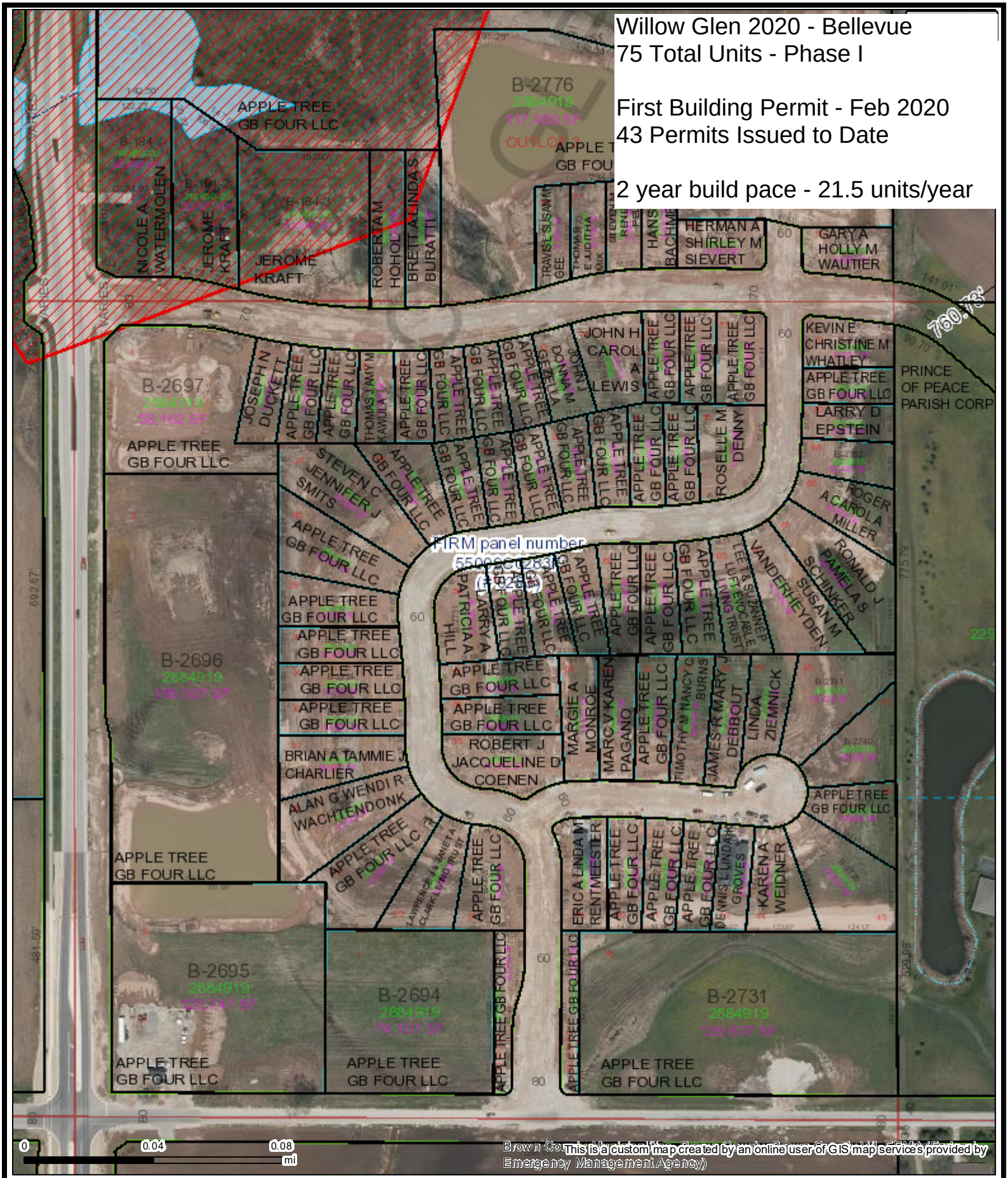
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Brown County Planning & Land Services

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**April 12, 2022**
DEPARTMENT:	**Finance Department**
FROM:	**Joe Zegers**
SUBJECT:	**Consideration and possible action for 2021 budget items carried forward to 2022.***

ATTACHMENTS:

- NLFMEMO2021 (PDF)
- NLF2021DETAIL-FINANCE (PDF)
- Reso22-XX-Finance (PDF)

To: Honorable Mayor and Members of the Finance Committee
Lawrence Delo, City Administrator
Finance/Personnel Committee Members
From: Joe Zegers, Finance Director
RE: 2021 Budget Items Carried Forward to 2022
Date: April 7th, 2022

I have attached the proposed resolution where we annually reserve a portion of our general fund balance for amounts that generally were budgeted in 2021 but will not be spent until 2022. These are listed by department with a brief description for each item. For your information and comparative purposes, last year's carryover amount was $445,976. This year's amount is $487,994 which is larger than last year due mainly to projects that have not been finished in 2021 but are intended to be completed in 2022. Our projected unassigned general fund balance is expected to increase from 2020 even with the increased carryover amount. We will have better feel for that increase next week when the auditors begin their final field work for the 2021 audit and an exact amount when the 2021 audit report is completed in June. Our unassigned general fund balance will be likely be over our policy limit of 35% which we can also review in the June 2022 Finance meeting.

Feel free to contact me prior to the Finance Meeting on April 12th, 2022 should you have any questions. I recommend that the non-lapsing items be approved for carryover to 2022.

.

City of De Pere
Non-Lapsing Funds Detail
December 31, 201

DEPARTMENT	ITEM	AMOUNT	COMMENTS
General Government			
Administrator	Strategic Visioning & Branding	$58,674	Unspent Branding Funds from 2019-2021
Administrator	Sustainability Funds - LED Lighting	$7,986	Unspent Sustainability Funds from 2017 & Prior Years
Administrator	Training	$1,200	2021 budgeted amount carried forward to be spent in 2022
Elections	Electronic Poll Books (21)	$40,620	Unspent 2020 Budget Amendment Spent in 2022
Information Management	Microsoft Office 365 Email Migration	$24,230	2020 budgeted amount carried forward to be spent in 2022
Information Management	2021 Software Support Renewals	$4,800	2020 budgeted amount carried forward to be spent in 2022.
Development Services	Consulting	$7,878	Unused Amount from 2018 Branding Initiative carried forward to 2022.
GIS	Drone Technology and FAA Testing	$1,188	General Fund share of 2021 budgeted amount carried forward to be spent in 2022.
Public Safety			
Police Department	Police-Community Policing	$1,655	This amount represents unspent donations for Crime Prevention program.
Police Department	Police-Training	$22,671	This amounts represents unspent state grants specific for training.
Police Department	Police - K9 Funds	$36,758	This amount represents unspent donations for K9 Care & Supplies
Police Department	Police - Miscellaneous Donations	$21,581	This amount represents unspent donations to the Police Department
Fire Department	Fire/Rescue-Act 102	$12,144	This amounts represents unspent state Act 102 grants specific for fire department purposes.
Parks and Recreation			
Community Center	Community Center Outlay-Improvements/ Upgrades	$17,662	Amount remaining from $8,612 in 2017 & $9,050 in 2021 expected to be completed in 2022.
Parks and Recreation	Viewing Peer Inspection	$10,000	2021 budgeted amount carried forward to 2022.
Parks & Public Lands	Outlay - Voyageur Bathroom	$170,000	2016-2020 budgeted amounts carried forward to 2022.
Parks & Public Lands	Water Cooler Replacement	$2,660	Unspent 2020 budgeted amount carried forward to 2022.
Parks & Public Lands	Outlay - Replace Prairie Grass East of Triangle Riverwalk	$10,938	Unspent 2018 budgeted amount carried forward to 2022.
Parks & Public Lands	Video Security System	$10,000	Unspent Amount from 2020 carried forward to 2022.
Forestry	Stump Grinding	$3,000	2021 budgeted amount carried forward to 2022.
Boat Ramps	Fox Point Boat Launch Restroom Furnace	$9,957	Unassigned Reserves Designated in 2021 Spent in 2022.
Swimming Pools	Legion Pool Repairs	$12,392	Unassigned Reserves Designated in 2021 Spent in 2022.
TOTAL		**$487,994**	

RESOLUTION #22-XX

RESOLUTION ESTABLISHING NON-LAPSING FUNDS
AS OF DECEMBER 31, 2021

BE IT HEREBY RESOLVED, that the Mayor and Common Council of the City of De Pere do hereby authorize that the following accounts be established as non-lapsing funds as of December 31, 2021.

Account	**Amount**
Administrator-Strategic Visioning & Branding	$ 58,674
Administrator-Sustainability Funds LED Lighting	$ 7,986
Administrator-Training	$ 1,200
Elections-Electronic Poll Books (21)	$ 40,620
Information Mgmt-Microsoft Office 365 Email Migration	$ 24,230
Information Mgmt-2021 Software Support Renewals	$ 4,800
Development Services-Branding Initiatives	$ 7,878
GIS-Drone Technology & FAA Testing	$ 1,188
Police-Community Policing	$ 1,655
Police Training	$ 22,671
Police K9 Funds	$ 36,758
Police Miscellaneous Donations	$ 21,581
Fire/Rescue-Act 102	$ 12,144
Community Center-Improvements/Upgrades	$ 17,662
Parks & Recreation-Viewing Peer Inspection	$ 10,000
Parks & Public Lands-Voyageur Bathroom Facility	$170,000
Parks & Public Lands-Water Cooler Replacement	$ 2,660
Parks & Public Lands-Prairie Grass East of Triangle For Riverwalk	$ 10,938
Parks & Public Lands-Video Security System	$ 10,000
Forestry-Stump Grinding	$ 3,000
Boat Ramps-Fox Point Boat Launch Restroom Furnace	$ 9,957
Swimming Pools-Legion Pool Repairs	$ 12,392
TOTAL	**$487,994**

Adopted by the Common Council of the City of De Pere, Wisconsin, this 19th day of April, 2022.

APPROVED:

_____

James G. Boyd, Mayor

ATTEST:

_____

Carey E. Danen, Clerk

Ayes:_____
Nays:_____

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: **April 12, 2022**

DEPARTMENT: **Finance Department**

FROM: **Joe Zegers**

SUBJECT: **Review and possible action on City of De Pere Investments and Cash Detail report for February 2022.**

ATTACHMENTS:

- February 2022 Cash and Investments Memo (PDF)
- Feb. Cash & Investment Report 4_12_22 (PDF)
- City of De Pere 3-31-22 (PDF)
- P06169_Market Review_Q1_2022 (PDF)
- City of De Pere - Fixed Income Report-Schwab (PDF)
- Schwab Bond Market Update (PDF)

To: Honorable Mayor and Members of the Finance Committee
Larry Delo, Administrator
From: Joe Zegers, Finance Director
Date: April 7, 2022
Subject: Cash and Investments Report for February 28th, 2022

I have attached a summary of the City's Cash and Investments for your information and review as of February 28th, 2022. I have also attached last year's monthly summary of the accounts from January 1 to December 31, 2021 so you can see comparable activity throughout the course of the year for all accounts. As you can see, the City investments return decreased $117,453 for the year through February 28th, 2022. As discussed in our March meeting, we will have a representative from both Associated and Schwab available for our meeting this month to provide you information on the bond markets and how that relates to the decrease as well as answer any questions you may have for them. I have also attached market reviews and updates from them for your review. For your information, our budgeted annual amount for general fund investment income for 2022 is $100,000. The LGIP investment account decreased $600,000 in **February** of 2022 due to pay for accounts payable and payroll. Our Associated Money Market decreased roughly $6.1million in **February** of 2022 due to tax settlements paid to the other taxing jurisdictions. Feel free to contact me should you have any questions on this.

DE PERE CASH AND INVESTMENT YEARLY SUMMARY
February 28, 2022

	31-Jan-2022	28-Feb-2022	31-Mar-2022	30-Apr-2022	31-May-2022	30-Jun-2022
CHECKING ACCOUNTS						
CITY CHECKING	1,882,432.25	1,656,061.96	-	-	-	-
HEALTH CHECKING	2,055,650.69	1,940,553.16	-	-	-	-
DENTAL CHECKING	76,478.58	77,741.34	-	-	-	-
SUBTOTAL	**$ 4,014,561.52**	**$ 3,674,356.46**	**$ -**	**$ -**	**$ -**	**$ -**
RESTRICTED						
WATER BOND MM	-	-	-	-	-	-
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL CASH	**$ 4,014,561.52**	**$ 3,674,356.46**	**$ -**	**$ -**	**$ -**	**$ -**
INVESTMENTS						
LGIP	8,036,518.10	7,437,020.05	-	-	-	-
ASSOCIATED BANK TRUST	5,035,698.64	5,015,530.03	-	-	-	-
CHARLES SCHWAB INVESTMENTS	6,330,928.23	6,300,725.14	-	-	-	-
MONEY MARKET	18,842,507.70	12,690,550.12	-	-	-	-
TOTAL INVESTMENTS	**$ 38,245,652.67**	**$ 31,443,825.34**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL CASH AND INVESTMENTS	**$ 42,260,214.19**	**$ 35,118,181.80**	**$ -**	**$ -**	**$ -**	**$ -**

	31-Jul-2022	31-Aug-2022	30-Sep-2022	31-Oct-2022	30-Nov-2022	31-Dec-2022
CHECKING ACCOUNTS						
CITY CHECKING	-	-	-	-	-	-
HEALTH CHECKING	-	-	-	-	-	-
DENTAL CHECKING	-	-	-	-	-	-
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
RESTRICTED						
WATER BOND MM	-	-	-	-	-	-
SUBTOTAL	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL CASH	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
INVESTMENTS						
LGIP	-	-	-	-	-	-
ASSOCIATED BANK TRUST	-	-	-	-	-	-
CHARLES SCHWAB INVESTMENTS	-	-	-	-	-	-
MONEY MARKET	-	-	-	-	-	-
TOTAL INVESTMENTS	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL CASH AND INVESTMENTS	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

DE PERE CASH AND INVESTMENTS SUMMARY

FEBRUARY 28, 2022

CASH ACCOUNTS

CHECKING ACCOUNTS		BALANCE
CITY CHECKING	$	1,656,061.96
HEALTH CHECKING	$	1,940,553.16
DENTAL CHECKING	$	77,741.34
SUBTOTAL	**$**	**3,674,356.46**

RESTRICTED		BALANCE
WATER BOND MM		
SUBTOTAL	**$**	**-**
TOTAL CASH	**$**	**3,674,356.46**

INVESTMENTS

		BALANCE		INTERST AND APPRECIATION	RATE OF RETURN
LGIP	$	7,437,020.05	$	501.95	0.09%
ASSOCIATED BANK TRUST	$	5,015,530.03	$	(62,500.04)	-7.38%
CHARLES SCHWAB INVESTMENTS	$	6,300,725.14	$	(58,657.31)	-5.53%
MONEY MARKET	$	12,690,550.12	$	3,202.80	0.12%
TOTAL INVESTMENTS	**$**	**31,443,825.34**	**$**	**(117,452.60)**	

TOTAL CASH AND INVESTMENTS	**$**	**35,118,181.80**

NOTE: The City budgeted $100,000 for general fund revenues in the 2022 Adopted Budget.

CITY OF DE PERE

INVESTMENT REVIEW

APRIL 12, 2022

Eric W. Wied – Assistant Vice President, Associate Fiduciary Officer

Patrick A. Fry, CFA – Senior Vice President, Director of Fixed Income

Associated Bank
Your money works here.

Economic & Market Outlook

Second Quarter 2022

Market Challenges

Persistent Inflationary Pressures

- Rising prices felt everywhere commodities (metals and energy), food, rents, and home prices
- Potential impact on consumer confidence

Fed Tightening Cycle

- Becoming more hawkish
- Terminal rate has moved up to 3% or more
- Interest rates moving higher across the curve

Market Expecting Soft Landing

- No recession expected in 2022
- Moderating inflation

War and Sanctions

- Impact on global trade and GDP

China and Emerging Markets

- COVID lockdowns in China expanding
- Slowing global growth

Market Strengths

U.S. Economy on Strong Footing

- Robust housing demand along with supply shortages driving strong housing market
- Real economy now driving growth versus government spending
- Recent COVID cases near two-year lows

Consumer Resilience Despite Inflation

- Robust job market and rising wages
- U.S. economy reopening driving pent-up demand
- Consumer net worth at all time highs

Collaboration of Western Countries (NATO)

- Growing unity

Corporate Strength

- Strong balance sheets
- Cap ex spending remains strong
- Manufacturing coming back to U.S.
- Profitability slowing but still rising
- Margins remain stable despite rising prices

What to watch for

Can the Fed engineer a soft landing

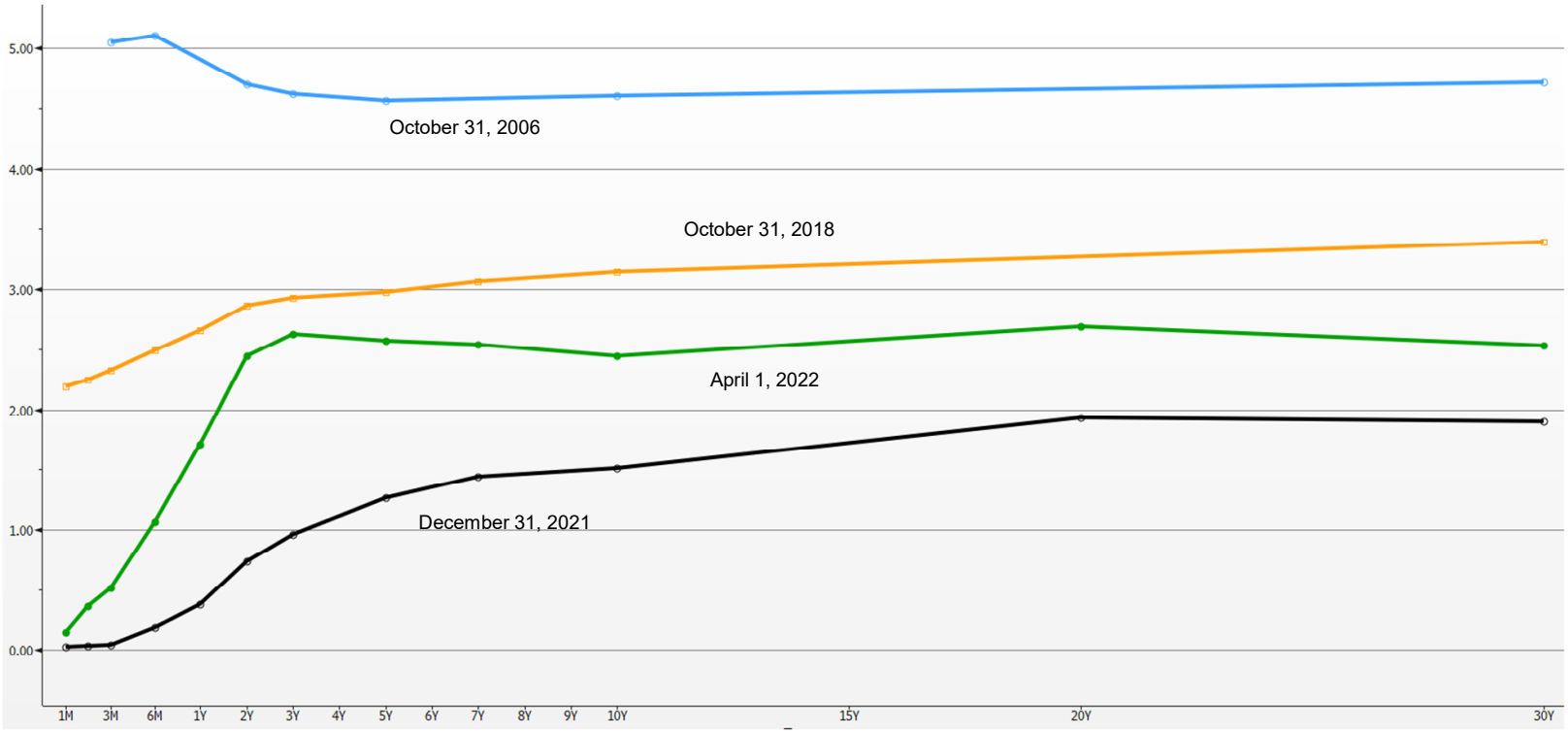
CAPITAL MARKETS SCOREBOARD



	1 Month Ending 03/31/2022	3 Month Ending 03/31/2022	Y-T-D Ending 03/31/2022	1 Year Ending 03/31/2022	3 Year Ending 03/31/2022	5 Year Ending 03/31/2022	10 Year Ending 03/31/2022
Barclays 1-3 Yr. Govt	-1.41%	-2.51%	-2.51%	-3.05%	0.84%	1.04%	0.84%
Barclays Intermediate Govt/Credit	-2.45%	-4.51%	-4.51%	-4.10%	1.49%	1.81%	1.84%
Barclays US Corporate High Yield	-1.15%	-4.84%	-4.84%	-0.66%	4.57%	4.69%	5.74%
S&P 500 (Large Cap Domestic)	3.71%	-4.60%	-4.60%	15.63%	18.85%	15.97%	14.61%
S&P Midcap 400 (Mid Cap Domestic)	1.38%	-4.89%	-4.89%	4.56%	14.07%	11.07%	12.17%
S&P Smallcap 600 (Small Cap Domestic)	0.35%	-5.64%	-5.64%	1.15%	13.49%	10.83%	12.50%
MSCI EAFE (Developed Foreign)	0.74%	-5.77%	-5.77%	1.70%	8.35%	7.30%	6.86%
MSCI Emerging Markets (Emerging Foreign)	-2.25%	-6.99%	-6.99%	-11.13%	5.25%	6.32%	3.72%
S&P GSCI (Commodities)	7.60%	29.05%	29.05%	54.93%	18.54%	13.27%	0.50%

Inflation vs. The Fed

Where Must Rates Go to Tackle Inflation

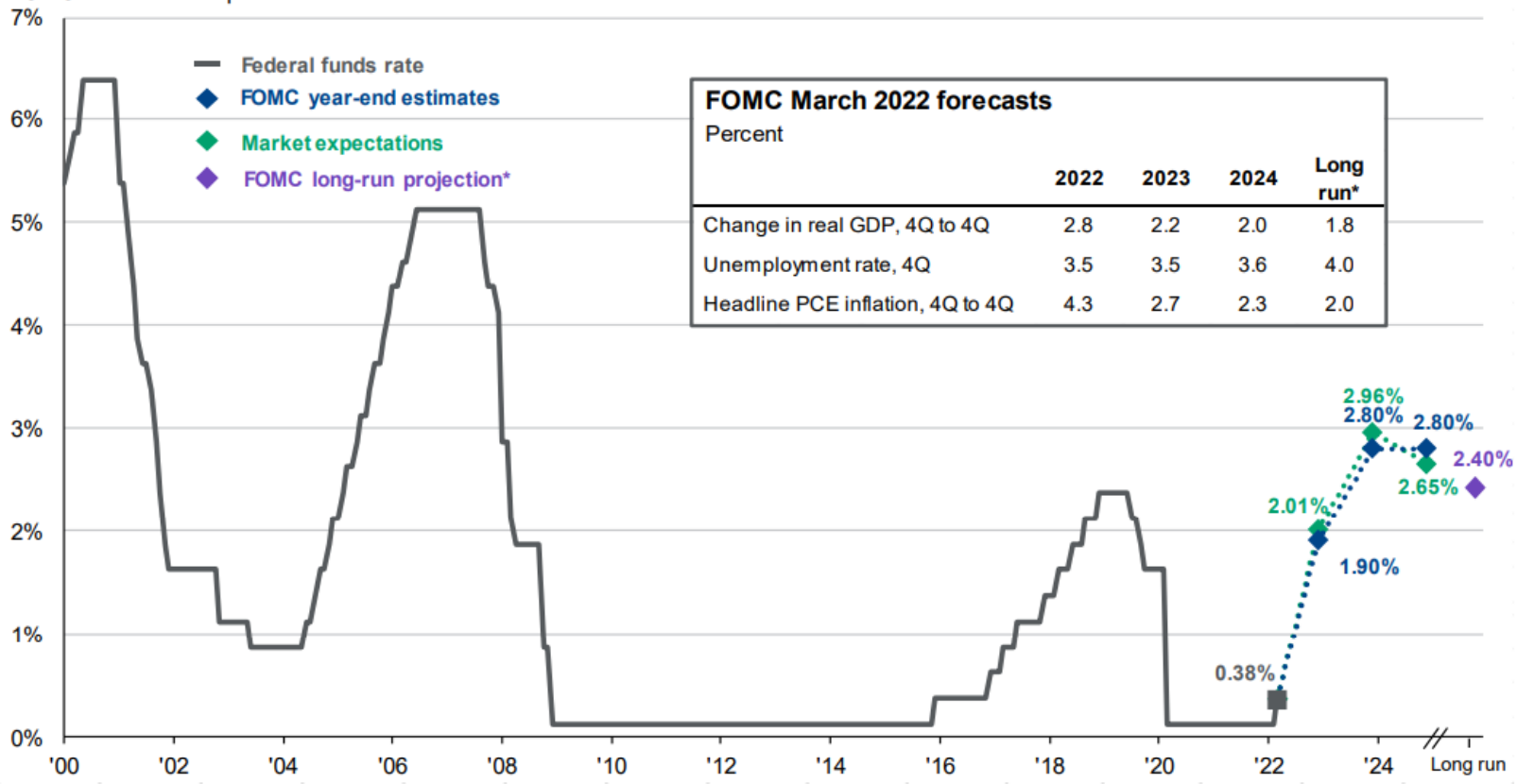


Source: Bloomberg

The Fed & Interest Rates

Federal funds rate expectations

FOMC and market expectations for the federal funds rate



FOMC March 2022 forecasts

Percent

	2022	2023	2024	Long run*
Change in real GDP, 4Q to 4Q	2.8	2.2	2.0	1.8
Unemployment rate, 4Q	3.5	3.5	3.6	4.0
Headline PCE inflation, 4Q to 4Q	4.3	2.7	2.3	2.0

Source: Bloomberg, FactSet, Federal Reserve, J.P. Morgan Asset Management. Market expectations are based off of the USD Overnight Index Forward Swap rates. *Long-run projections are the rates of growth, unemployment and inflation to which a policymaker expects the economy to converge over the next five to six years in absence of further shocks and under appropriate monetary policy. Forecasts are not a reliable indicator of future performance. Forecasts, projections and other forward-looking statements are based upon current beliefs and expectations. They are for illustrative purposes only and serve as an indication of what may occur. Given the inherent uncertainties and risks associated with forecasts, projections or other forward-looking statements, actual events, results or performance may differ materially from those reflected or contemplated. *Guide to the Markets U.S.* Data are as of March 31, 2022.

City of De Pere Investment Agency
March 31, 2022

Characteristics	Portfolio
Average Rating	AAA
Eff Duration	2.13
Yield to Maturity	1.96*
Yield to Worst	1.82*
Current Yield	2.04*
# of Positions	37

Quality	Portfolio
AAA	76.63%
AA	23.37%
A	0.00%
BBB	0.00%
<BBB	0.00%
NR	0.00%
Pre-Refunded	*3.00%*

Market Value*	
Individual Bonds	4,816,531.20
Cash	190,443.74
Total Bonds & Cash	5,006,974.94

Sector	Portfolio
US Treasury	23.95%
US Govt Agency	26.34%
Corporate	4.55%
Municipal GO	41.36%
Municipal Rev	0.00%
MBS/ABS	0.0%
Cash	3.80%

Maturity	Portfolio
0-1 Year	19.20%
1-2 Year	15.96%
2-3 Year	22.84%
3-4 Year	24.59%
4-5 Year	10.22%
5-10 Year	0.00%
10+ Year	0.00%

Corporate Exposure	%
Basic Materials	0.00%
Communications	0.00%
Consumer, Cyclical	0.00%
Consumer, Non-cyclical	0.00%
Energy	2.02%
Financial	0.00%
Industrial	0.00%
Technology	2.54%
Utilities	0.00%

*Source: Bloomberg L.P.*Market values include accrued income and may differ from statement values due to pricing.*

City of De Pere Investment Agency

April 05, 2022

Trade History

B/S	Trade Date	Settle Date	Par	Name	Cpn	Maturity	Call	Yield	Mdy	S&P
B	01/11/2022	01/12/2022	150	US TREASURY N/B	2.500	05/15/2024		1.06	Aaa	
B	02/02/2022	02/04/2022	125	FORT BEND CNTY-REF	5.000	03/01/2026		1.75	Aa1	
B	02/24/2022	02/25/2022	150	FANNIE MAE	0.750	06/30/2025		1.87	Aaa	
B	02/24/2022	02/25/2022	154	FREDDIE MAC	0.430	06/18/2024		1.69	Aaa	
B	02/25/2022	02/28/2022	150	US TREASURY N/B	1.750	05/15/2023		1.28	Aaa	
B	02/25/2022	02/28/2022	50	US TREASURY N/B	2.125	05/15/2025		1.80	Aaa	
B	03/02/2022	03/04/2022	125	HAWAII -TXBL-REF-GI	0.713	08/01/2024		1.71	Aa2	
B	04/04/2022	04/05/2022	150	US TREASURY N/B	2.375	08/15/2024		2.57	Aaa	

Source: Bloomberg LLC

Category Level Selected Period Performance

Report period ending: February 28, 2022

CITY OF DE PERE INVESTMENT AGENCY

Managed since: March 01, 2017

Selected Period Performance

	Market Value	Month to Date	Year to Date (2 Months)	1 Year	3 Years	5 Years	Inception to Date 03/01/2017
Cash & Equivalents	16,948	.00	.00	.01	.96	1.27	1.27
Fixed Income	5,036,515	-.33	-.97	-1.20	1.41	1.42	1.42
Bloomberg US Govt 1-3 Yr TR USD		-.41	-1.11	-1.68	1.53	1.35	1.35
Total Portfolio	5,053,463	-.31	-.95	-1.16	1.40	1.42	1.42
Total Net of Fees	5,053,463	-.34	-1.00	-1.46	1.10	1.11	1.11

PPr1: Inception - 12/31/2018: 10% Money Mkt / 90% Bloomberg 1-3 Govt Credit.
01/01/2019 - Current: 10% Money Mkt / 81% Bloomberg Interm Govt Credit / 9% FTSE WGBI.

Money Market Curves

04/06/2022

		Rate
1Day	Goldman Sachs Fin Sq - Treasury	0.20

	T-Bills	Discount	CP (A1+/P1+)	CP (A1/P1)	CP (A2/P2)
1 Month	0.15	0.21	0.32	0.42	0.72
3 Month	0.61	0.60	0.74	0.91	1.05
6 Month	1.06	1.06	1.37	1.42	1.49
9 Month		0.83	1.79	1.81	1.96

Yield Curves - High Grade Indices

04/06/2022

	US T-Note	US Agency	AAA Rated Muni GO (Taxable)	AAA Rated Muni Rev (Taxable)	AA Rated Corporate
1 Year	1.73	1.78	2.13	2.19	1.89
2 Year	2.59	2.58	2.71	2.83	2.58
3 Year	2.75	2.70	2.91	3.07	2.80
4 Year	2.76	2.75	3.00	3.17	2.94
5 Year	2.74	2.78	3.07	3.23	3.04
7 Year	2.68	2.78	3.21	3.26	3.19
10 Year	2.56	2.87	3.33	3.28	3.35

Spread to Treasuries

	US Agency	AAA Rated Muni GO (Taxable)	AAA Rated Muni Rev (Taxable)	AA Rated Corporate
1 Year	0.04	0.40	0.46	0.16
2 Year	0.00	0.13	0.25	0.00
3 Year	-0.05	0.16	0.32	0.05
4 Year	-0.01	0.23	0.41	0.17
5 Year	0.04	0.33	0.49	0.30
7 Year	0.10	0.53	0.58	0.51
10 Year	0.30	0.76	0.72	0.79

Source: Bloomberg L.P.

Associated Bank

MARKET REVIEW

First Quarter 2022

In February, athletes from around the world gathered in Beijing for the Winter Olympics. During the opening ceremony, we were reminded of the Olympic motto of "Citius, Altius, Fortius—Communiter" or "Faster, Higher, Stronger—Together." The word "Together" was added prior to the 2021 Summer Games in Tokyo to show the unifying power of sport and the importance of solidarity. Unfortunately, Russia's Vladimir Putin had other ideas. The atrocity that has unfolded because of this dictator's attempt to reclaim the independent nation of Ukraine has led to an unconscionable humanitarian crisis. Yet, as horrible as these events are, we must also remain focused on the potential implications of the persisting war in Eastern Europe on the global economy and markets.

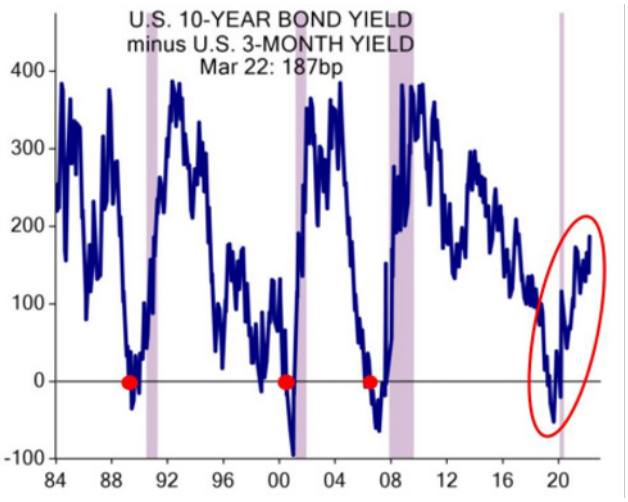
One of the key questions is whether the conflict will result in a European recession, with a derivative impact on major trading partners China and the U.S. Russia seems determined to continue their assault on Ukraine. While NATO military action remains unlikely, further steps on sanctions look increasingly inevitable. Given Europe's proximity to the conflict and its dependence on Russian energy, the longer the conflict continues, the greater the potential for further energy price inflation and an economic recession in Europe.

While the world's attention has rightfully been focused on Eastern Europe, we cannot lose sight of the issues here in the U.S. Inflation continues to rise and is now at 40-year highs. Arguably the Federal Reserve has been behind the curve in attempting to combat inflationary pressures. In March, Chairman Powell and the Federal Reserve embarked on a new monetary tightening cycle. Powell said the central bank will take the "necessary steps" to get inflation down, even if that means increasing the federal funds rate and reducing their balance sheet more rapidly than currently anticipated.

Technically, raising rates doesn't directly curtail inflation, it contributes to it, as the higher cost of money (capital) permeates through the economy. When rates are high enough to slow aggregate demand, that's when inflation cools.

At a recent meeting for the National Association for Business Economics, Powell ominously commented that "if we determine that we need to tighten beyond common measures of neutral and into a more restrictive stance, we will do that as well." Further tightening could be seen by the Fed reducing its inventory of bonds, perhaps at a pace of $1 trillion per year.

The bond market responded as a result. Rates in the two-year to ten-year range rose between 85 to 165 basis points (bps). The yield on the two maturities inverted, with the yield on the two-year eclipsing that of the ten-year, bringing with it plenty of discussion whether the yield curve inversion was signaling a recession. To confuse matters, as seen below, it is the spread between 3-month and 10-year Treasuries that has historically provided the strongest recessionary flag, and that spread remains quite wide. However, with the pace of rate hikes that the Fed seems determined to pursue, it may not take long to close this gap as well.



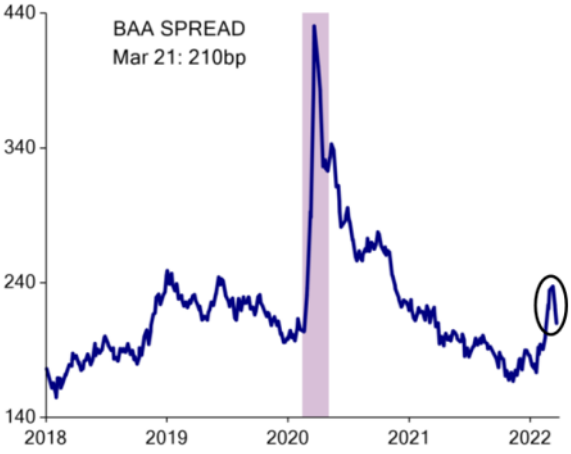
Source: Evercore ISI

Another important metric to gauge the health of the economy is the spread in rates between lower quality corporate bonds and U.S. Treasury yields. While spreads widened some to start the year, recently spreads have narrowed. Historically, spreads would widen to a level closer to 275–300 bps to start raising recessionary flags.

Investment, Securities and Insurance Products:

NOT FDIC INSURED	NOT BANK GUARANTEED	MAY LOSE VALUE	NOT INSURED BY ANY FEDERAL GOVERNMENT AGENCY	NOT A DEPOSIT

Please see last page for important disclo



Source: Evercore ISI

One of the most visible impacts of higher rates is on the housing market, where housing affordability is moving toward 15-year lows from a combination of rising mortgage rates and soaring home prices.

As the cost of money rises, so does another crucial input to the economy—crude oil, now up **75% (starting point WTI $59)** over the last year and **11% (starting point WTI $93)** since the Russian invasion of Ukraine. While the release of oil from the Strategic Petroleum Reserve will help in the short run, with less U.S. production, limited OPEC spare capacity, and significant reductions in Russia output, global supply constraints will be with us for quite a while.

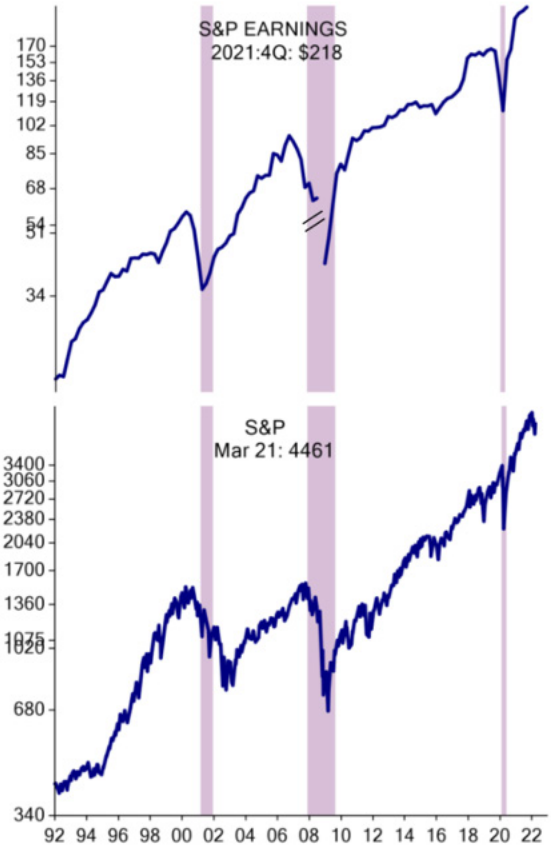
Stepping back, with war, sanctions, inflation, Fed rate hikes and COVID surging in Europe and China, why is the stock market still near its all-time high? Simply put, it's because the U.S. economy is coming from a position of strength and, so far, has withstood these headwinds. A stronger economy has led to continued strength in revenue and earnings growth at U.S. companies. COVID-19 is still the boss of the market, yet the economic impact of COVID in the U.S. is actually positive. The reopening of the economy still has a long runway, as everything from travel to concerts to on-premise dining continues to gain traction.

As always, our economy largely reflects the financial condition of the consumer. With surging gas prices and rising food and housing costs, the University of Michigan's consumer sentiment index has seen a steady decline over the past nine months and has now reached a 10-year low. Yet, with an unemployment rate of 3.6%, wage growth over 5%, record high consumer net worth, and growing comfort in leaving the house and enjoying life again, consumer spending has thus far been resilient.

Most economists expect the economy to grow between 1% and 3%, although growth projections are undoubtably slowing from the robust pace of COVID recovery in 2021.

Importantly, we need to remain focused on corporate profitability. As seen below, the S&P 500 tends to follow corporate earnings growth over time. Earnings are currently expected to grow by 9% in 2022 with modest singledigit growth in 2023. The upcoming earnings reporting season will be especially telling in terms of the ability of companies to pass along input cost pressures to customers, and from that learn the impact on margins. Earnings revisions have rolled over in recent weeks, but hopefully that is largely a function of reduced operations in Russia and Ukraine and not a warning of margin degradation.

Where does this leave the market going forward? Both pros and cons are intellectually appealing, perhaps explaining the volatile nature of the market in 2022 as investors weigh various factors. At one point, the S&P 500 fell over 12% during the quarter, while other pockets of the market (NASDAQ and small caps) experienced pullbacks of between 15 to 20% before staging a late rally on signs of increased peace talks.



Source: Evercore ISI

On the whole, we are more cautious on the stock market, although as described above, the economic momentum should have some staying power, so we aren't outright bearish.

It seems more challenging than usual for the market to experience significant upside with the growing list of headwinds.

We believe now is not the time to be "over your skis" in risk exposure. Any cash needed within the next 12-24 months should be kept safe from volatility. Owning quality will be paramount. By that, we mean equities of stable, profitable, competitively strong businesses, and on the fixed income side not stretching for yield or lower credit standards. Peace would be a wonderful outcome and would also provide a healthier market.

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Schwab BondSource®
Fixed Income Report

Report prepared on April 07, 2022
by Pete Buinauskas, RBS

Contact number: 1-312-517-4074

Last updated February 22, 2022

For Accounts Ending In: 825

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Portfolio Summary

Portfolio Summary

Total Portfolio:	
Total Value	$6,208,221.90
Number of Positions	20
Total Estimated Annual Income	$73,965.64
Average Coupon	1.170%
Average Maturity	1.95 years
Bond & CDs Only:	
Par Value	$6,326,000.00
Market Value	$6,178,247.59
Accrued Interest	$6,072.73
Total Value	$6,184,320.32
Estimated Annual Income	$73,963.25
Average Duration	1.86
Average Yield to Maturity	1.765%
Average Yield to Call/Worst	
Average Tax Equivalent Yield	1.765%
Average Credit Rating	AA

This portfolio includes: Bonds, CDs and Cash Investments.

Not all metrics in summary table include all security types. See Holdings page, Glossary and Disclosures at the end of this report for details. Tax Equivalent Yield calculation assumes federal tax rate of 35.0% and no state tax deduction.

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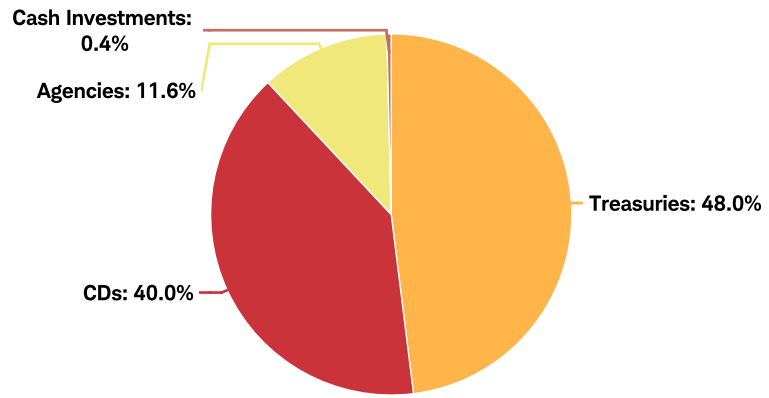
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Report prepared on April 07, 2022

Portfolio Breakdown: Total Portfolio

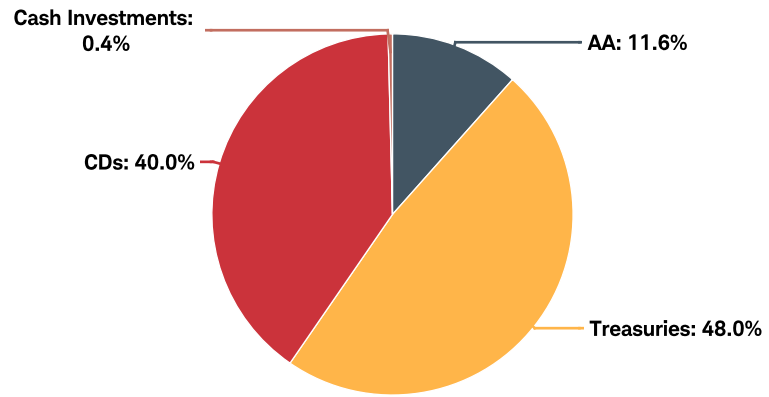
Investment Types



Type	Market Value ($)	Percentage (%)
Treasuries	$2,978,703.02	48.0%
CDs	$2,481,629.52	40.0%
Agencies	$717,915.05	11.6%
Cash Investments	$23,901.58	0.4%
Total:	**$6,202,149.17**	**100%**

Breakdown includes: Bonds, CDs and Cash Investments.

Credit Category



Credit Category	Market Value ($)	Percentage (%)
AA	$717,915.05	11.6%
Treasuries	$2,978,703.02	48.0%
CDs	$2,481,629.52	40.0%
Cash Investments	$23,901.58	0.4%
Total:	**$6,202,149.17**	**100%**

Breakdown includes: Bonds, CDs and Cash Investments.

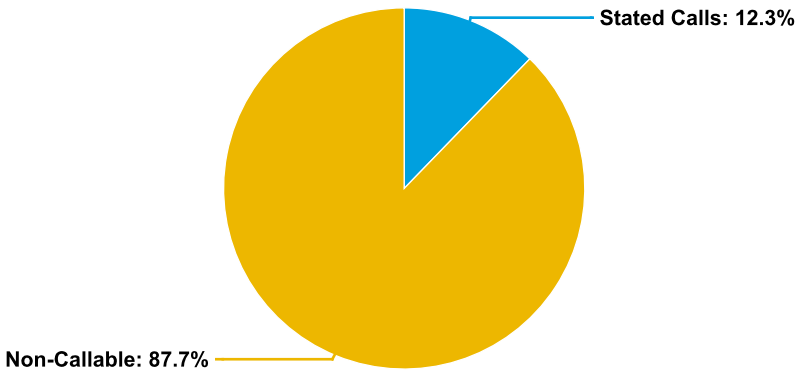
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Portfolio Breakdown: Total Portfolio

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Call Type

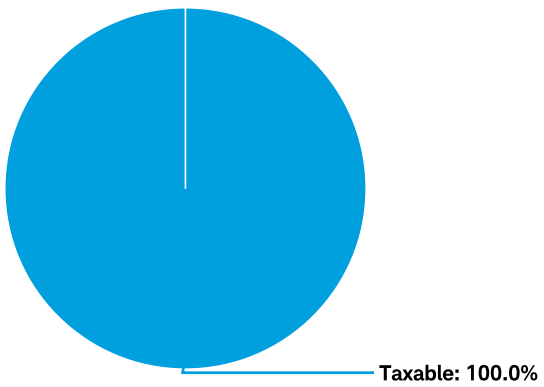


Type	Par Value ($)	Percentage (%)
Stated Calls	$775,000.00	12.3%
Non-Callable	$5,551,000.00	87.7%
Total:	**$6,326,000.00**	**100%**

Breakdown includes: Bonds, CDs and Cash Investments.

Stated Calls includes bonds or certificates of deposit (CDs) with a specified call schedule. Other Calls include Extraordinary Calls, Make Whole Calls, Sinking Fund provisions, and other Special Redemptions. Mortgage-backed securities (MBS) are considered non-callable but subject to prepayment. See Glossary for full descriptions.

Federal Tax Status



Type	Market Value ($)	Percentage (%)
Taxable	$6,202,149.17	100.0%
Total:	**$6,202,149.17**	**100%**

Breakdown includes: Bonds, CDs and Cash Investments.

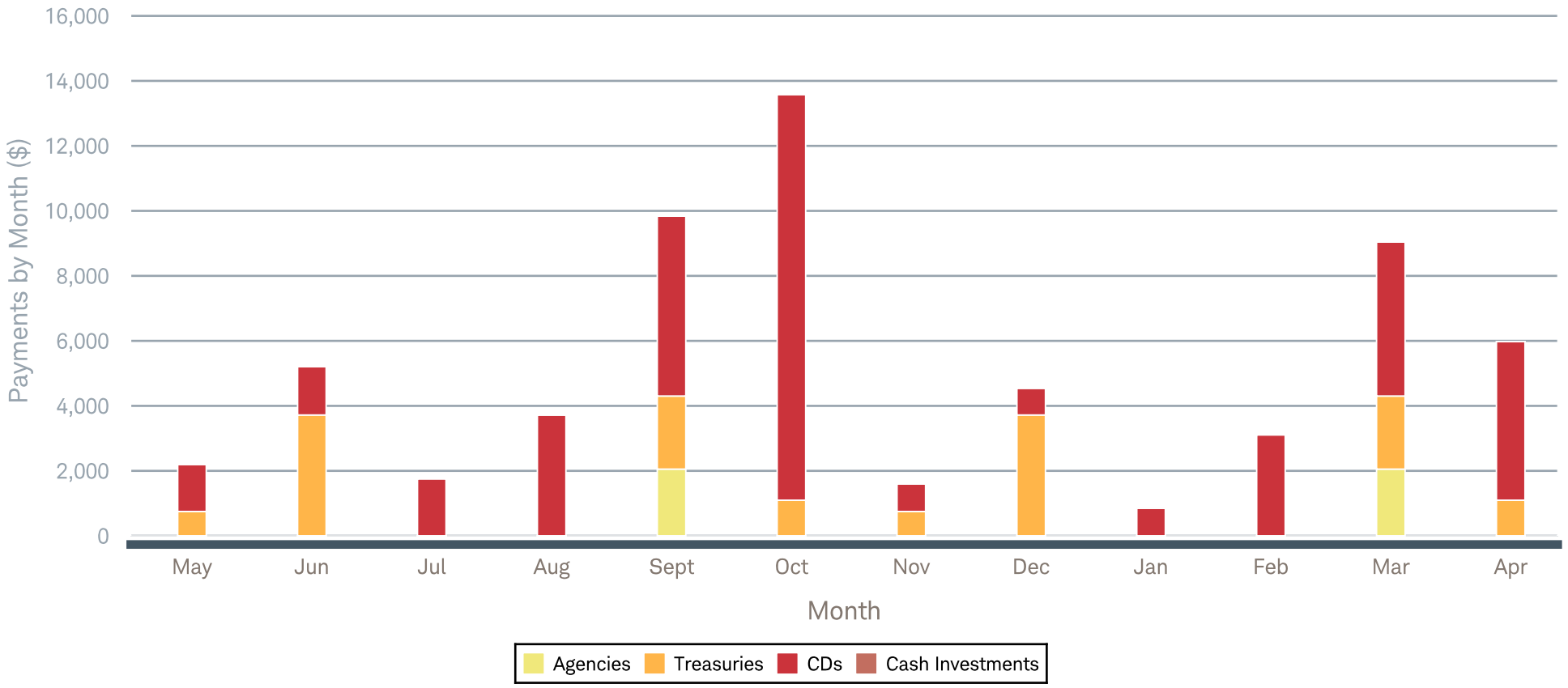
Tax-exempt income may be subject to the Alternative Minimum Tax (AMT). Capital gains are not exempt from federal income tax. Consult a tax advisor regarding your particular tax situation.

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Portfolio Breakdown: Total Portfolio

Payments by Month



Breakdown includes: Bonds, CDs and Cash Investments.

Coupon payments are based on scheduled interest payments and are not guaranteed, and assume investments are held up to the scheduled payment dates and not otherwise redeemed early by you or the issuer. Estimated payments from MBS not included.

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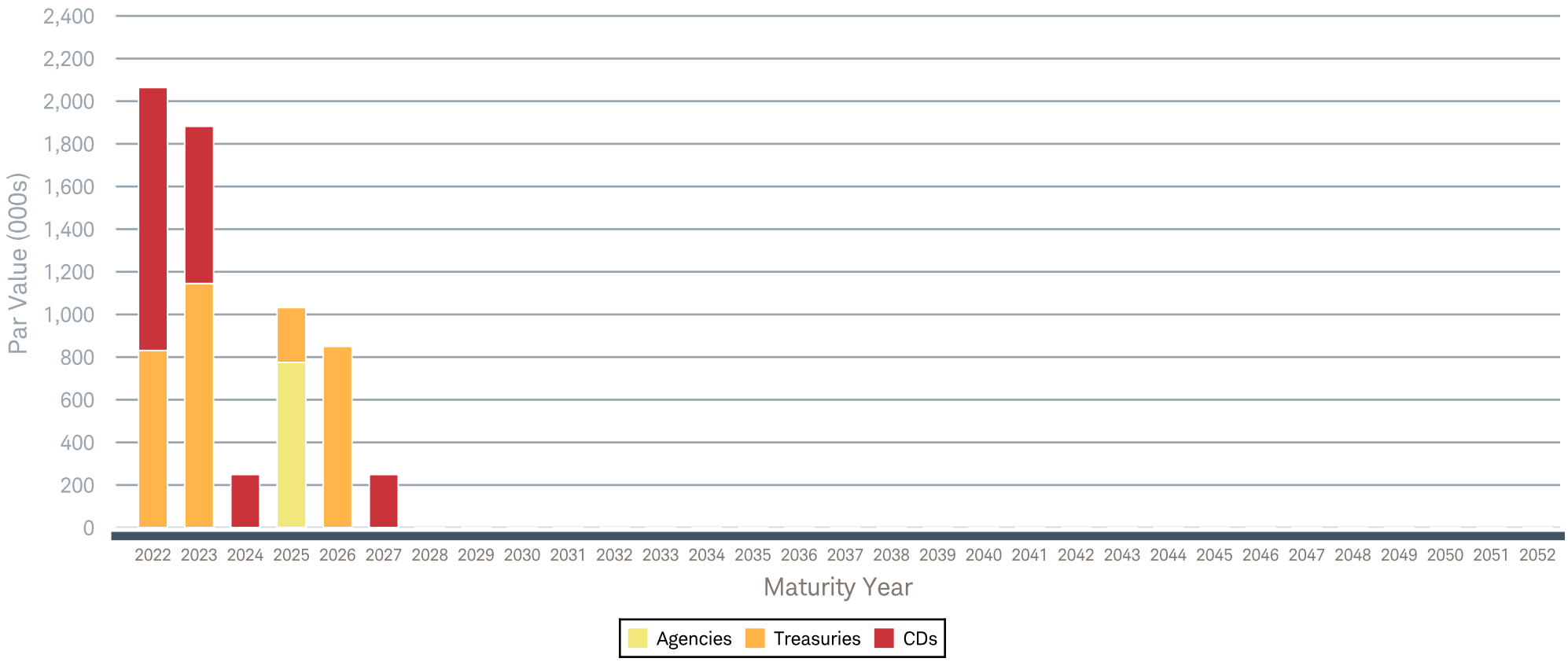
Fixed Income Report

Report prepared on April 07, 2022

Portfolio Breakdown: Total Portfolio

Maturity Schedule

Average Maturity 1.95 years



Breakdown includes: Bonds and CDs.

Maturity amounts assume investments are held to maturity and not otherwise redeemed early by you or the issuer. The principal payments illustrated are not guaranteed. Principal repayments from mutual funds, ETFs and MBS are not included.

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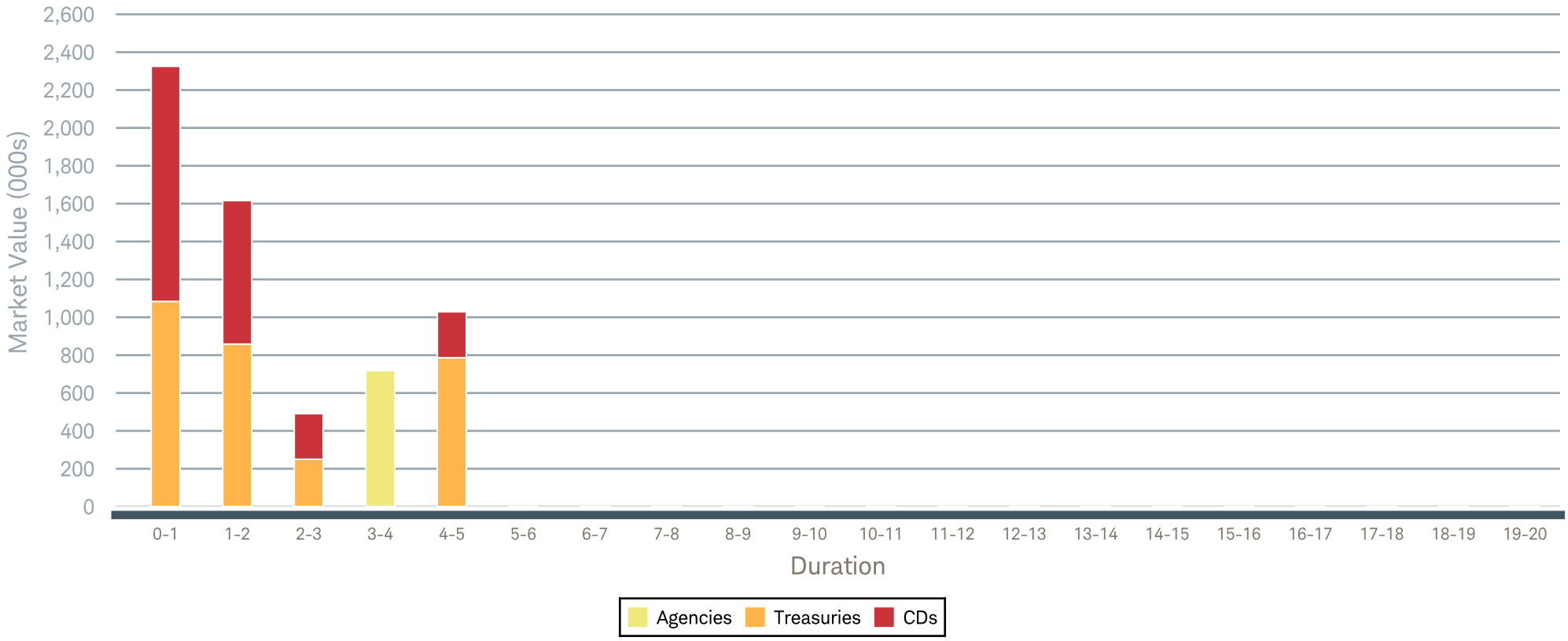
Portfolio Breakdown: Total Portfolio

Fixed Income Report

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Duration Schedule

Average Duration 1.86 years



Breakdown includes: Bonds and CDs.

Mutual funds, ETFs and MBS not included.

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Portfolio Breakdown: Total Portfolio

Estimated Cash Flow by Year

	Payments	Maturity Schedule Average: 1.95 years		Total Cash Flow
Year	**Amount ($)**	**Par Value ($)**	**% of Portfolio**	**Payments Plus Par ($)**
2022	$45,276.81	$2,064,000.00	33%	$2,109,276.81
2023	$47,963.83	$1,882,000.00	30%	$1,929,963.83
2024	$22,159.71	$249,000.00	4%	$271,159.71
2025	$18,275.75	$1,032,000.00	16%	$1,050,275.75
2026	$8,200.75	$850,000.00	13%	$858,200.75
2027	$2,259.42	$249,000.00	4%	$251,259.42

Breakdown includes: Bonds, CDs and Cash Investments.

Coupon and principal payments are based on scheduled payments and assume investments are held up to scheduled payment date or maturity and not otherwise redeemed early by you or the issuer. The payments are not guaranteed. Estimated payments from MBS not included.
*Amount displayed is the average of remaining estimated annual coupon payments in the portfolio.

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Fixed Income Report

Next 12-Months Estimated Cash Flow

Report prepared on April 07, 2022

Principal repayments are shown in italics.

Qty	Description	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Total
PORTFOLIO TOTALS:	**Payments**	**2,194.77**	**5,211.68**	**1,753.46**	**3,715.51**	**9,838.64**	**13,586.79**	**1,597.88**	**4,539.27**	**847.88**	**3,107.30**	**9,045.61**	**5,976.18**	**61,414.97**
	Principal		***500,000***	***249,000***		***245,000***	***490,000***		***331,000***		***260,000***			***2,075,000***
XXXX-X825 Schwab One		**2,194.77**	**5,211.68**	**1,753.46**	**3,715.51**	**9,838.64**	**13,586.79**	**1,597.88**	**4,539.27**	**847.88**	**3,107.30**	**9,045.61**	**5,976.18**	**61,414.97**
249.0	Goldman Sachs Bank U NY 0.1% CD 04/21/2022 38149MVQ3													
500.0	US Treasury BILL 06/30/2022 912796R50		*500,000*											*500,000*
249.0	MIZRAHI TEFAHOT BK L CA 0.25% CD 07/12/2022 60685BLV1			308.69 *249,000*										308.69 *249,000*
245.0	EnerBank USA 3.1% CD 09/28/2022 29278TDL1	624.25	645.05	624.25	645.05	645.05 *245,000*								3,183.65 *245,000*
245.0	Discover Bank DE 3.15% CD 10/03/2022 254673UH7						3,869.32 *245,000*							3,869.32 *245,000*
245.0	First Premier Bank 3.05% CD 10/05/2022 33610RSD6						3,746.49 *245,000*							3,746.49 *245,000*
331.0	US Treasury BILL 12/01/2022 912796P94								*331,000*					*331,000*
260.0	US Treasury BILL 02/23/2023 912796T33										*260,000*			*260,000*
245.0	Wells Fargo & Co SD 3.35% CD 09/28/2023 949763UE4	674.59	697.08	674.59	697.08	697.08	674.59	697.08	674.59	697.08	697.08	629.62	697.08	8,207.54
194.0	Bank of Baroda (New NY 3.3% CD 09/28/2023 06062R4E9					3,227.31						3,174.69		6,402.00
245.0	Citibank, N.A. 3.3% CD 10/02/2023 17312QT82						4,053.58						4,031.42	8,085.00
53.0	UBS Bank USA UT 3.35% CD 10/17/2023 90348JEJ5	145.93	150.80	145.93	150.80	150.80	145.93	150.80	145.93	150.80	150.80	136.20	150.80	1,775.52

Breakdown includes: Bonds, CDs and Cash Investments.

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Qty	Description	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	Total
PORTFOLIO TOTALS:	**Payments**	**2,194.77**	**5,211.68**	**1,753.46**	**3,715.51**	**9,838.64**	**13,586.79**	**1,597.88**	**4,539.27**	**847.88**	**3,107.30**	**9,045.61**	**5,976.18**	**61,414.97**
	Principal		***500,000***	***249,000***		***245,000***	***490,000***		***331,000***		***260,000***			***2,075,000***
585.0	US Treasury 0.375% 10/31/2023 91282CDD0						1,096.88						1,096.88	2,193.76
300.0	US Treasury 0.5% 11/30/2023 91282CDM0	750.00						750.00						1,500.00
249.0	Synchrony Bank UT 0.65% CD 09/17/2024 87165GF31					815.90						802.60		1,618.50
257.0	US Treasury 1.75% 03/15/2025 91282CED9					2,248.75						2,248.75		4,497.50
775.0	FFCB 0.53% 09/29/2025 Callable 3133EMBJ0					2,053.75						2,053.75		4,107.50
850.0	US Treasury 0.875% 06/30/2026 91282CCJ8		3,718.75						3,718.75					7,437.50
249.0	State Bank of India, NY 1.8% CD 02/01/2027 856285F63				2,222.58						2,259.42			4,482.00

Breakdown includes: Bonds, CDs and Cash Investments.

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Holding Details

Fixed Income Report

Report prepared on April 07, 2022

Type	Qty.	S&P / Moody's	Description	Coupon	Maturity	Duration	Price	YTM/Div Dist %	YTW	Callable	Est. Annual Income ($)	Accrued Interest ($)	Market Value ($)	% of FI Portfolio
XXXX-X825 Schwab One		**AA/AAA**				**1.861**		**1.765**			**$73,965.64**	**$6,072.73**	**$6,202,149.17**	**100.00%**
CDs	249.0		Goldman Sachs Bank U NY 0.1% CD 04/21/2022	0.100	04/21/22	0.038	99.99120	0.329			$249.00	$239.45	$248,978.09	4.01%
Tres Bond	500.0		US Treasury BILL 06/30/2022 912796R50	0.000	06/30/22	0.230	99.86583	0.584			$0.00	$0.00	$499,329.15	8.05%
CDs	249.0		MIZRAHI TEFAHOT BK L CA 0.25% CD 07/12/2022 60685BLV1	0.250	07/12/22	0.263	99.96120	0.397			$622.50	$144.97	$248,903.39	4.01%
CDs	245.0		EnerBank USA 3.1% CD 09/28/2022 29278TDL1	3.100	09/28/22	0.471	101.12120	0.743			$7,595.00	$208.08	$247,746.94	3.99%
CDs	245.0		Discover Bank DE 3.15% CD 10/03/2022 254673UH7	3.150	10/03/22	0.489	101.17130	0.753			$7,717.50	$84.58	$247,869.69	4.00%
CDs	245.0		First Premier Bank 3.05% CD 10/05/2022 33610RSD6	3.050	10/05/22	0.494	101.13030	0.762			$7,472.50	$40.95	$247,769.24	3.99%
Tres Bond	331.0		US Treasury BILL 12/01/2022 912796P94	0.000	12/01/22	0.647	99.14056	1.327			$0.00	$0.00	$328,155.25	5.29%
Tres Bond	260.0		US Treasury BILL 02/23/2023 912796T33	0.000	02/23/23	0.874	98.55100	1.661			$0.00	$0.00	$256,232.60	4.13%
CDs	245.0		Wells Fargo & Co SD 3.35% CD 09/28/2023 949763UE4	3.350	09/28/23	1.439	102.81700	1.421			$8,207.50	$224.86	$251,901.65	4.06%
CDs	194.0		Bank of Baroda (New NY 3.3% CD 09/28/2023 06062R4E9	3.300	09/28/23	1.444	102.72600	1.428			$6,402.00	$175.40	$199,288.44	3.21%

Price for proposed holdings indicates the current quote at the time this report was generated. Price for Schwab and any outside holdings indicates the prior day's matrix price (closing price for mutual funds and ETFs) at the time this report was generated. Div. Dist. % means Dividend Distribution Percentage and is displayed for bond mutual funds and ETFs. Average coupon and Average Maturity may not be available for all mutual funds and ETFs. When unavailable it will be indicated on the Holding's page for that security and not included in these calculations for the portfolio. Average Coupon or Average Maturity are not applicable to cash investments such as money market funds as indicated by N/A in these fields above when present. Estimated annual income calculations are based on scheduled interest payments and are not guaranteed. Actual yield to maturity and average life for MBS may differ.

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Type	Qty.	S&P / Moody's	Description	Coupon	Maturity	Duration	Price	YTM/Div Dist %	YTW	Callable	Est. Annual Income ($)	Accrued Interest ($)	Market Value ($)	% of FI Portfolio
CDs	245.0		Citibank, N.A. 3.3% CD 10/02/2023 17312QT82	3.300	10/02/23	1.454	102.74920	1.426			$8,085.00	$110.75	$251,735.54	4.06%
CDs	53.0		UBS Bank USA UT 3.35% CD 10/17/2023 90348JEJ5	3.350	10/17/23	1.490	102.85800	1.458			$1,775.50	$102.15	$54,514.74	0.88%
Tres Bond	585.0		US Treasury 0.375% 10/31/2023 91282CDD0	0.375	10/31/23	1.542	97.00000	2.340			$2,193.75	$957.49	$567,450.00	9.15%
Tres Bond	300.0		US Treasury 0.5% 11/30/2023 91282CDM0	0.500	11/30/23	1.624	96.95312	2.396			$1,500.00	$527.47	$290,859.36	4.69%
CDs	249.0		Synchrony Bank UT 0.65% CD 09/17/2024 87165GF31	0.650	09/17/24	2.406	96.60760	2.077			$1,618.50	$93.12	$240,552.92	3.88%
Tres Bond	257.0		US Treasury 1.75% 03/15/2025 91282CED9	1.750	03/15/25	2.837	97.39062	2.679			$4,497.50	$281.09	$250,293.89	4.04%
Agen Bond	775.0	AA+/Aaa	FFCB 0.53% 09/29/2025 Callable 3133EMBJ0	0.530	09/29/25	3.402	92.63420	2.766		04/13/22	$4,107.50	$91.28	$717,915.05	11.58%
Tres Bond	850.0		US Treasury 0.875% 06/30/2026 91282CCJ8	0.875	06/30/26	4.104	92.51562	2.761			$7,437.50	$1,992.92	$786,382.77	12.68%
CDs	249.0		State Bank of India, NY 1.8% CD 02/01/2027 856285F63	1.800	02/01/27	4.580	97.33690	2.387			$4,482.00	$798.16	$242,368.88	3.91%
Cash Inv.	23901.0		SCHWAB US TREASURY MONEY INVESTOR SNSXX	N/A	N/A			0.01			$2.39		$23,901.58	0.39%
Average:		**AA**		**1.165**	**1.95 yrs**	**1.861**	**97.664363**	**1.765**		**Total:**	**$73,965.64**	**$6,072.73**	**$6,202,149.17**	**100%**

Price for proposed holdings indicates the current quote at the time this report was generated. Price for Schwab and any outside holdings indicates the prior day's matrix price (closing price for mutual funds and ETFs) at the time this report was generated. Div. Dist. % means Dividend Distribution Percentage and is displayed for bond mutual funds and ETFs. Average coupon and Average Maturity may not be available for all mutual funds and ETFs. When unavailable it will be indicated on the Holding's page for that security and not included in these calculations for the portfolio. Average Coupon or Average Maturity are not applicable to cash investments such as money market funds as indicated by N/A in these fields above when present.
Estimated annual income calculations are based on scheduled interest payments and are not guaranteed. Actual yield to maturity and average life for MBS may differ.
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Holding Details

Fixed Income Report

Report prepared on April 07, 2022

Type	Qty.	S&P / Moody's	Description	Coupon	Maturity	Duration	Price	YTM/Div Dist %	YTW	Callable	Est. Annual Income ($)	Accrued Interest ($)	Market Value ($)	% of FI Portfolio
										Current Yield: 1.19%		Total Value:	$6,208,221.90	

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Estimated annual income calculations are based on scheduled interest payments and are not guaranteed. Actual yield to maturity and average life for MBS may differ.

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Purchase Date Report

Fixed Income Report

Report prepared on April 07, 2022

Type	Current Qty.	Description	Coupon	Maturity	Purchase Date	Purchase Qty.	Purchase Price	Original YTM	Total Cost
XXXX-X825 Schwab One								**1.529%**	**$6,061,072.91**
CDs	249.0	Goldman Sachs Bank U NY 0.1% CD 04/21/2022 38149MVQ3	0.100	04/21/22	04/01/21	249	100.00000	0.1	$249,000.00
Tres Bond	500.0	US Treasury BILL 06/30/2022 912796R50	0.000	06/30/22	12/29/21	500	99.90790	0.185	$499,539.50
CDs	249.0	MIZRAHI TEFAHOT BK L CA 0.25% CD 07/12/2022 60685BLV1	0.250	07/12/22	12/29/21	249	100.00000	0.25	$249,000.00
CDs	245.0	EnerBank USA 3.1% CD 09/28/2022 29278TDL1	3.100	09/28/22	09/25/18	245	100.00000	3.102	$245,000.00
CDs	245.0	Discover Bank DE 3.15% CD 10/03/2022 254673UH7	3.150	10/03/22	09/25/18	245	100.00000	3.152	$245,000.00
CDs	245.0	First Premier Bank 3.05% CD 10/05/2022 33610RSD6	3.050	10/05/22	09/25/18	245	100.00000	3.052	$245,000.00
Tres Bond	331.0	US Treasury BILL 12/01/2022 912796P94	0.000	12/01/22	12/29/21	331	99.74630	0.276	$330,160.25
Tres Bond	260.0	US Treasury BILL 02/23/2023 912796T33	0.000	02/23/23	03/14/22	260	98.87440	1.204	$257,073.44
CDs	245.0	Wells Fargo & Co SD 3.35% CD 09/28/2023 949763UE4	3.350	09/28/23	09/25/18	245	100.00000	3.352	$245,000.00
CDs	194.0	Bank of Baroda (New NY 3.3% CD 09/28/2023 06062R4E9	3.300	09/28/23	09/25/18	194	100.00000	3.302	$194,000.00
CDs	245.0	Citibank, N.A. 3.3% CD 10/02/2023 17312QT82	3.300	10/02/23	09/25/18	245	100.00000	3.302	$245,000.00
CDs	53.0	UBS Bank USA UT 3.35% CD 10/17/2023 90348JEJ5	3.350	10/17/23	10/09/18	53	100.00000	3.352	$53,000.00

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Purchase Date Report

Fixed Income Report

Report prepared on April 07, 2022

Type	Current Qty.	Description	Coupon	Maturity	Purchase Date	Purchase Qty.	Purchase Price	Original YTM	Total Cost
Tres Bond	585.0	US Treasury 0.375% 10/31/2023 91282CDD0	0.375	10/31/23	11/03/21	585	99.84420	0.454	$584,088.57
Tres Bond	300.0	US Treasury 0.5% 11/30/2023 91282CDM0	0.500	11/30/23	12/29/21	300	99.60910	0.706	$298,827.30
CDs	249.0	Synchrony Bank UT 0.65% CD 09/17/2024 87165GF31	0.650	09/17/24	09/09/21	249	100.00000	0.65	$249,000.00
Tres Bond	257.0	US Treasury 1.75% 03/15/2025 91282CED9	1.750	03/15/25	N/A	N/A	N/A	N/A	N/A
Agen Bond	775.0	FFCB 0.53% 09/29/2025 Callable 3133EMBJ0	0.530	09/29/25	09/28/20	775	99.90720	0.549	$774,280.80
Tres Bond	850.0	US Treasury 0.875% 06/30/2026 91282CCJ8	0.875	06/30/26	06/29/21	3	99.91610	0.892	$2,997.48
					06/28/21	847	99.89440	0.897	$846,105.57
CDs	249.0	State Bank of India, NY 1.8% CD 02/01/2027 856285F63	1.800	02/01/27	01/28/22	249	100.00000	1.8	$249,000.00
						Average Original YTM: 1.529%		**Total Cost: $6,061,072.91**	

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Glossary

Accrued Interest The amount of interest that has accumulated since the later of the date of issue and the last interest payment date. Some securities are structured with variable interest rates therefore these values may be estimates and are not guaranteed.

Alternative Minimum Tax (AMT) Created by Congress in 1969 to ensure that all taxpayers pay at least some tax. The rules governing AMT identify a minimum amount of tax that an individual should pay, based on his or her income. If the individual, following normal tax rules, is not required to pay at least this amount, then he or she will need to pay the AMT.

Annual Percentage Yield (APY) A standardized way to quote the annual rate of return for certificates of deposit (CDs) and takes into account the effect of compound interest.

Assumed Average Life For MBS, the weighted average number of years to get back all principal on a security. For example, an investment that pays 50% of the principal back after one year and the other 50% of its principal back in two years has an assumed average life of 1½ years. This estimate can vary, and is based on prepayment assumptions that may or may not be met. Actual average life may differ.

Assumed Yield to Maturity For MBS, the yield to maturity based on the current assumed average life and prepayment assumptions. Actual yield may differ.

Average Coupon The average interest or dividend rate of all the investments in the fixed income portfolio, weighted by their corresponding market value. Average coupon shown for mutual funds and ETFs only includes long fixed income assets in the fund. Schwab uses 100% of your mutual fund and ETF position values to weight the average coupon of your portfolio. The actual average coupon of your portfolio may differ from that shown.

Average coupon may not be available for all mutual funds and ETFs. When unavailable it will be indicated on the Holdings page for that security and not included in the Average Coupon calculation for the portfolio. Cash investments, such as money market funds are not included in this calculation.

Average Credit Rating Indicates the average credit worthiness of the fixed income portfolio, computed with the credit rating of the individual securities weighted by their corresponding market value. Credit ratings for individual bonds are provided by Standard and Poor's and Moody's Investor Services. Individual U.S. Treasuries, MBS, and CDs are not rated by either agency and are not included when determining the Average Credit Rating of a portfolio. See disclosures for more information.

Average Duration The average duration of all investments in the portfolio, with each weighed by its corresponding market value. Can be used to evaluate the interest rate sensitivity of all investments combined. MBS, mutual funds and ETFs are not included when determining the average duration of the portfolio.

Average Maturity The average length of time for the principal amount of fixed income portfolio investments to be paid. It is computed with the time to principal payment weighted by its corresponding market value. Perpetual securities and any preferred securities held in mutual funds or ETFs are not included in this calculation. When computing average maturity for MBS, it is assumed that the current prepayment speed will persist. Actual maturity may differ.

Average maturity may not be available for all mutual funds and ETFs. When unavailable it will be indicated on the Holdings page for that security and not included in the Average Maturity calculation for the portfolio. Cash investments, such as money market funds are not included in this calculation.

Average Underlying Rating For individual municipal bonds only, the average credit rating of a bond portfolio on a stand-alone basis absent of credit enhancement such as bond insurance, weighted by its corresponding market value. Underling ratings are not available for all securities.

Average Yield to Maturity The average yield to maturity of all individual fixed income securities in the portfolio, with each weighted by its corresponding market value. For perpetual preferred securities, its current yield is used as its yield to maturity. Assumed yield to maturity is used for MBS when calculating the average yield to maturity of a portfolio. Actual yield may differ. Mutual fund and ETF yields are not included in this calculation.

Average Yield to Worst The average yield to worst of all individual fixed income securities in the portfolio, with each weighted by its corresponding market value. Does not take into consideration the lowest yield possible given special redemption provisions such as Extraordinary Calls, Make Whole Calls, or redemptions on Sinking Funds dates. Pre-payment adjustments for MBS are not considered when calculating YTW for a portfolio. Mutual fund and ETF yields are not included in this calculation.

Bond Insurer A bond insurance company that guarantees timely payment of principal and interest on municipal and certain other types of bonds if the issuer defaults.

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Coupon The annual interest rate the issuer promises to pay the holder each year, usually expressed as a percentage of par value of the security.

Credit Rating An assessment of an issuer's ability to repay its debt, based on its history of borrowing, repayment and other factors. For individual bonds, credit ratings are provided by Standard and Poor's and Moody's Investors Service. Ratings reflect a current assessment of an issuer's creditworthiness, and do not guarantee future performance.

Current Yield For individual bonds, the ratio of the annual coupon or dividend payments to the current market price.

Div. Dist. % or Dividend Distribution Percentage Used when estimating cash flow (income) for bond mutual funds and bond ETFS. It is calculated by dividing the total of per-share dividends paid in the last 12 months by the current available NAV price and is based on third party yield data. Daily changes in the market value of securities may cause cash flow estimates to vary based on the timing of this report. The estimates may be based on historical payment information and are for planning purposes only. See disclosures for more details.

Duration A calculation used to estimate how a change in the interest rate will affect the price of an individual bond or bond portfolio. Duration assumes a 100 basis point change in the interest rate. For example, if a bond has a duration of 8 and the yield to maturity for the bond moves by 1%, then the bond's price is expected to go up or down by 8%. Does not consider the effects on price of any stated call features or other redemption provisions. For purposes of this report, mutual funds, ETFs and MBS are not included when determining the average duration of a bond portfolio.

Estimated Annual Income Interest or dividend payments scheduled or estimated for the next 12 months are used for estimating the annual income of variable, floating, fixed rate coupon agency, corporate, municipal, Treasury, and mortgage-backed securities, bond funds and bond ETFs. These payments cannot be guaranteed. Payments received in the current month are not included in the estimates; as a result, the cash flow estimates under the current month may appear lower than expected. Please note that the income for preferred securities is not adjusted for any deferred interest or dividends.

Extension risk When mortgage rates rise, homeowners tend to refinance less frequently and MBS tend to pay back principal slower than anticipated. This can result in a longer average life and a lower expected return since investors receive the original fixed coupon for a longer period of time. This risk is most common for MBS bought at a discount.

Extraordinary Redemption A provision which gives issuers the right to call bonds due to unforeseen or unusual circumstances. Most common with municipal revenue bonds. If you buy a bond with an extraordinary call provision at a price above par value, and the bond is called, you would generally receive par value, and forfeit any premium paid for the bond.

Factor For mortgage-backed securities, the factor is the ratio of principal outstanding to the original balance. For example, a mortgage-backed security with a factor of 0.75 has 75% of principal remaining in the pool. The other 25% has already been paid back to investors.

General Obligation Bond (GO) A municipal bond issued to raise money to build schools, roads, and various other public improvements. The money to service the bonds comes from taxes and some user fees. GOs are usually backed by the full faith and credit of the issuing municipality.

Make Whole Call A type of call feature that allows a borrower to pay off bonds early with a lump sum payment based on the net present value of all future coupon and principal payments. The provision specifies the rate used to calculate the net present value, such as a spread over a Treasury bond with a similar maturity.

Market Value The current price of an investment multiplied by the quantity held. The market values for Treasury Inflation Protected Securities also take into account the principal adjustments that occur after issuance.

Matrix Price An evaluated or estimated price for an individual fixed income investment, usually based on a pricing model that considers factors such as trades for similar securities, benchmark prices, dealer quotations, and other factors.

Maturity The date when the issuer of a fixed income investment must repay the principal amount to the holder.

Original Purchase Date On the Purchase Date Report, this is the date on which our records indicate you have purchased this individual security for the reflected quantity. See disclosures for more information.

Original Purchase Price On the Purchase Date Report, this is the price for which our records indicate you have purchased this individual security for this reflected quantity. See disclosures for more information.

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Glossary

Original YTM On the Purchase Date Report, this is the Yield to Maturity for the purchase date, price, and quantity that our records indicate for this individual security. See disclosures for more information.

Par Value The amount the issuer is expected to pay when the investment matures. Par value of Treasury Inflation Protected Securities have been adjusted by their Index Ratio. For preferred securities, Original Issue Price is used as the par value, which may be higher or lower than the actual par value.

Prepayment risk When mortgage rates fall, homeowners tend to refinance more frequently and mortgage-backed securities tend to pay back principal more quickly than anticipated. This can result in a shorter average life and a lower expected return since investors receive the fixed coupons for a shorter period of time. This risk is most common for MBS bought at a premium.

Prepayment speed (PSA) For mortgage-backed securities, used in models to evaluate principal prepayment speeds, particularly when calculating potential yields on mortgage-backed securities given different interest rate changes. The higher the PSA the faster the security is expected to return principal.

Price Indicates the current quote for proposed holdings, and prior days matrix price (closing price for mutual funds and ETFs) for Schwab and outside holdings, at the time the report is generated.

Principal The dollar amount the issuer is scheduled to pay at maturity or on a call date.

Purchase Date Report Provides a summary of the original purchase information for each bond or CD currently held in your account. This report does not include bond mutual funds or bond ETFs. See disclosures for more information. **Revenue Bond** A municipal bond backed by the revenue from projects, such as airports, toll roads, hospitals, utilities (electric, water, sewer), public leasing, and housing.

Sinking Fund An account to which the issuer must make periodic payments to be used to redeem specific outstanding bonds. A sinking fund may be required by the bond indenture to improve the likelihood of repayment. If the issuer fails to make payments to the sinking fund, it can result in default. A sinking fund may result in the bond being redeemed before its stated maturity.

Special Redemption Provisions A provision that gives the issuer the right to redeem a bond before maturity. See the Official Statement for details.

Stated Calls Indicates a bond, CD, or preferred stock has a specified call schedule (list of dates on which a security may be called) and list of prices that apply to each date. Stated calls generally exclude extraordinary calls, make whole calls and other special redemption provisions because these call types usually do not have a scheduled next call date.

Tax Equivalent Yield A calculation converts the yield on a tax-free security into the equivalent yield for a taxable security, and can be used to compare taxable and tax-free investments. This does not reflect the effects of any state or local taxes, which may increase the tax-equivalent yield. For questions about calculating your individual rate, see your tax advisor.

Total Value Indicates the total current portfolio value and is equal to the sum of the portfolio's market value plus any accrued interest.

Underlying Credit Rating The credit rating of a bond on a stand-alone basis without bond insurance.

Yield For fixed income securities, yield reflects the approximate measure of returns to the investor. There are several yield measures that are relevant to fixed income securities.

Yield to Call YTC The rate of return that an investor would earn if a callable investment is purchased at its current market price and is held until the call date, assuming the bond is called on that date and that interest payments are reinvested at the same rate.

Yield to Maturity YTM The rate of return that an investor would earn if the bond is purchased at its current price and held until maturity, assuming interest payments are reinvested at the same rate. For preferred securities, current yield is used as a proxy for yield to maturity. For mortgage-backed securities, the yield to maturity is calculated by assuming that the current principal prepayment speed will persist.

Yield to Worst YTW The lower of the yield to a stated call date and the yield to maturity of the security. Does not take into consideration the lowest yield possible given other redemption provisions such as Extraordinary Calls, Make Whole Calls, Special Redemption Provisions, mortgage-backed security prepayments, or redemptions on Sinking Funds dates.

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Investors should consider carefully information contained in the prospectus, including investment objectives, risks, charges, and expenses. You can request a prospectus by calling Schwab at 800-435-4000. Please read the prospectus carefully before investing.

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The report and the information contained herein is not intended to be used as the sole basis for investment decisions and it is not a recommendation by Schwab to buy, hold, or sell any specific security or to engage in any specific strategy unless otherwise expressly stated by a Schwab representative.

Securities Not Held at Schwab

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Cash Flow Estimates:

All illustrations of cash flow are designed to help you examine the cash flow aspects of your portfolio. They are estimates for consideration in broad purposes only and should not be used for any other purpose. They are not projections or guarantees of future payments nor are they to be construed as performance data, past or future. Your estimated results may vary with each report and over time as the underlying factors are updated.

Estimated cash flow is derived from information provided by third parties as well as from various calculations performed by Schwab; While Schwab believes it is reliable, Schwab cannot guarantee the accuracy, timeliness or completeness of such information. Payments received or due in the current month are not included in the estimates. Past performance is no guarantee of future results. The estimated cash flow information for fixed income securities is based on scheduled coupon and principal payments. All estimated cash flows are based on the investment being held through the twelve months or until maturity.

Mutual fund and ETF cash flow over the following 12 months and each year thereafter is estimated by the fund's yield over the previous 12 months and is indicated by Dividend Distribution % displayed on the Holding Details. Yields include dividend and interest distributions, but exclude capital gains distributions. These estimates are based on each fund's past distributions and may differ materially in timing and amount from the actual distributions that will be paid over the next 12 months. You should not rely on the actual month where the data is presented on the report because some mutual funds may change payment months and frequencies. Also, funds often hold different securities over time, so the yield over the previous 12 months may change as securities are traded in and out of the fund. Market conditions may also result in varying yields from the previous 12 months. This report assumes all dividends and interest on bond funds and ETFs are paid in cash and not reinvested.

The interest, dividend, and principal payments scheduled for the next 12 months are used for cash flow estimates in fixed-rate, floating-rate, variable rate, zero-coupon, agency, corporate, municipal, preferred, U.S. Treasury securities, and certificates of deposit based on one of the following methods depending on the securities: (1) the interest, dividend and principal scheduled for the next 12 months; or (2) the most recently published yields or interest rates. The cash flows of variable and floating coupon paying bonds are based on their last reported coupon rates, but these rates may change based on future market conditions. Treasury Inflation Protected Securities (TIPS) cash flows are based on the last reported index ratio.

Some cash flow metrics shown in this report, such as scheduled coupon payments by month and maturity schedule, do not include cash flows generated from mutual funds, exchange-traded funds (ETFs) and mortgage-backed securities (MBS).

Estimates do not consider redemption features, if any. Please note that cash flow for preferred securities may not be adjusted for any deferred interest or dividends.

Investment Risks:

Investment value will fluctuate, and shares, when redeemed, may be worth more or less than original cost. Fixed income securities are subject to increased loss of principal during periods of rising interest rates. Fixed-income investments are also subject to various risks including changes in credit quality, market valuations, liquidity, prepayments, early redemption, corporate events, tax ramifications and other factors.

Lower-rated securities are typically subject to greater credit risk, default risk, and liquidity risk.

TIPS are inflation-linked securities issued by the US Government whose principal value is adjusted periodically in accordance with the rise and fall in the inflation rate. The interest amount payable is also impacted by variations in the inflation rates and it is based upon the principal value of the bond. The payment at maturity may be the greater of the original face amount at issuance or that face amount plus an adjustment for inflation.

Investment strategies, including diversification, do not assure a profit and cannot protect against losses in a declining market. Investing in sectors may involve a greater degree of risk than an investment in securities with broader diversification.

Interest income on municipal bonds may be subject to the Alternative Minimum Tax (AMT) and capital appreciation from discounted bonds may be subject to state or local taxes. Capital gains are not exempt from federal income tax. Individual municipal bonds may not be tax advantaged, depending on the bond issuer and your state of residence. Please consult your tax advisor regarding your particular situation.

In addition, MBS are subject to prepayment and extension risk due to the uncertain cash flow patterns of mortgage-backed securities versus other fixed income securities. For more information regarding the risks of MBS please contact your Schwab representative.

This report is for informational purposes only. It is not a substitute for and should be distinguished from your account statements at Schwab and other financial institutions. It may include assets and/or transactions that Schwab does not hold/has not executed on your behalf and which are not included in Schwab's books and records. Schwab has not verified information related to assets held elsewhere, including the existence of SIPC coverage. See the Glossary and Disclosures at the end of this report for more details and important information.

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Credit Categories and Underlying Credit Ratings:

Schwab uses Standard and Poor's (S&P) and Moody's Investor Services (Moody's) ratings to assign credit ratings to individual bonds. If S&P and Moody's have a different rating on a bond, the lower rating of the two is used to determine average credit ratings in the Portfolio Summary and in the credit charts. If the bond is only rated by one agency, that rating is used. Individual U.S. Treasuries, MBS, and CDs are not rated by either agency. They are not assigned a rating in the Credit Category chart and are not included when determining the average credit rating of a portfolio. Moody's ratings are mapped to the S&P categories as follows: Aaa to AAA, Aa to AA, A to A, Baa to BBB, Ba to BB and B, Caa, Ca, C, and D to B or lower.

Credit ratings are only displayed for individual fixed income securities. Bond mutual funds and ETFs are not included in any credit reporting metric or element.

Treatment of Mutual Fund and ETF Holdings

Information on these securities is provided by Morningstar on a periodic basis. Schwab believes that this information is reliable but does not guarantee its accuracy, timeliness or completeness.

Mutual fund and ETF holdings are excluded from maturity schedule, average duration, average credit rating, and average underlying credit rating, and average yield metrics. For some funds, average coupon and average maturity may be unavailable.

For the "Investment Types" breakdown, mutual fund and ETF holdings are proportionally distributed into the fixed income types identified based on Morningstar data. Schwab uses 100% of your mutual fund and ETF position values when calculating portfolio level averages and percentages for individual charting elements. Fund percentages in these categories are provided by Morningstar and according to Morningstar methodology. Average coupon for mutual funds considers the long only exposure in the fund. Investment Type breakdown and Funding Type percentages are reported by Morningstar after rescaling only the long exposure to 100%. Average maturity and all credit percentages are reported using the net exposure of the fund. Because of this methodology, your actual exposure may differ from that shown.Where any of the above holding data is not provided to Schwab via a third party, the report will reflect that mutual fund or ETF data is missing. This (*) indicates that the noted data point does not reflect part of your portfolio.

Corporate Bond Sectors

Schwab uses a third-party vendor to classify corporate bond issuers into sectors and groups them by five categories: Financial, Industrial, Utilities, Supranational, and Other.

Cash Investment Information

This category refers to sweep and non-sweep money market funds. All income estimates are based on the most recently published yields or interest rates.Cash investments, such as money market fund holdings are not included in the average coupon or average maturity calculations for the portfolio.

Pricing

The price displayed for individual fixed income investments held in Schwab or outside accounts is based on a matrix-pricing model that estimates the price from alternative information in addition to recent trade data. The price displayed for mutual funds and ETFs is the prior day's closing price.

The price shown may differ from actual market transactions and should be used for approximate account valuation purposes only. Contact your Schwab representative for additional price information about a particular holding.

Investments shown as "proposed" are priced using current offering prices on the date and time at which this report was generated and should be considered subject to change and availability.

In the bond market there is no centralized exchange or quotation service for most fixed income securities. Prices in the secondary market generally reflect activity by market participants or dealers linked to various trading systems. Bonds available through Schwab may be available through other dealers at superior or inferior prices compared to those available at Schwab. The securities listed herein are subject to availability. All prices are subject to change without prior notice.

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Municipal bond insurance is displayed for informational purposes only and should not be construed as a guarantee against loss or default. Schwab recommends evaluating the creditworthiness of any bond insurance company before making a decision to buy or sell a bond. Information on insurance on municipal bonds held in mutual funds and ETFs is not included.

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Additional Information about Assets in Portfolio:

Bonds in default are considered to have no periodic cash flows and as a result will show no value for estimated income, coupon payments, maturity payments, duration, yield to maturity, yield to call, yield to worst, tax equivalent yield, or accrued interest. For purposes of calculating portfolio averages, a zero value will be used for coupon and yield, and bonds in default they are excluded from average maturity and duration.

MBS are considered "bonds" when referencing the investment types included in the overall portfolio and individual charting elements.

Proposed Transaction Summary

The Proposed Transaction Summary reflects hypothetical Sell and Buy transactions that Schwab estimates would occur if the current portfolio shown in the report were to be exchanged for the proposed portfolio. The transactions shown are not actual transactions or orders to buy or sell any positions in your account. They do not represent instructions to place or execute such orders, nor do they represent recommendations or solicitations to buy or sell any securities (unless explicitly stated by your Schwab representative).

Prices for "sell" transactions are the matrix price (see Glossary definition for "matrix price") and may or may not reflect actual prices at which you can sell the security. "Buy" transactions generally reflect current prices (see Glossary definition for "price").

General Disclosures

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Bond Market Update

April 2022



Kathy Jones
Managing Director,
Chief Fixed Income Strategist



Collin Martin, CFA
Director, Fixed Income Strategist
Taxable Asset Classes

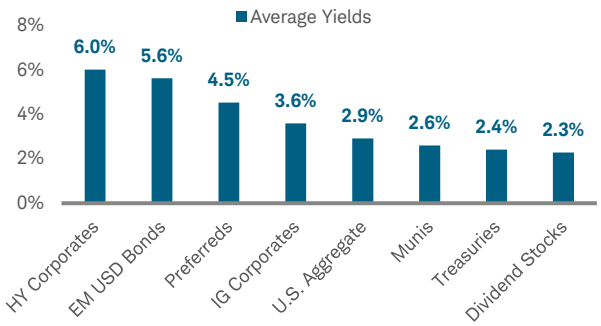


Cooper Howard, CFA
Director, Fixed Income Strategist
Municipal Bonds

Schwab Center for Financial Research perspective

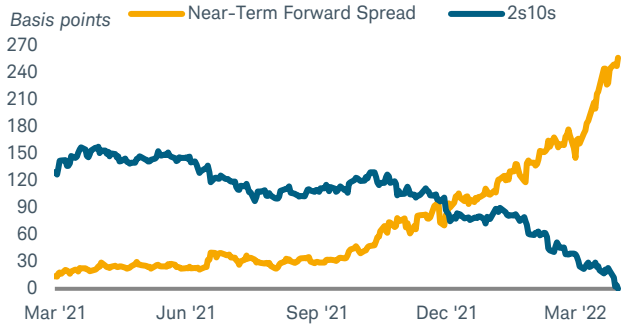
- **Q1 selloff creates income opportunities:** Q1 was the worst quarter for the U.S. Aggregate Bond Index since 1980, as inflation and central bank tightening drove yields sharply higher. We view the selloff as an opportunity for income investors to find attractive yields. While there is still risk of higher yields, much of the bad news appears to be discounted and bond yields look attractive relative to dividend yields.
- **Inverted yield curve; different this time?** The Fed plans to move ahead with rate hikes despite the flattening of the 2yr/10yr treasury spread and its history of preceding recessions. Fed Chair Powell indicated that the focus is on the near-term forward curve which is still steep, but it may temper the amount of tightening the Fed can do.
- **The rise in yields goes global.** Central banks in most countries are tightening policy – with the notable exception of Japan. It's the first synchronized global tightening cycle in many years.
- **We are cautious on MBS.** The mortgage-backed security market was hit hard by convexity (when rising rates increase the duration of a security) and concerns that the Fed might reduce its balance sheet holdings through outright sales. The poor performance may continue as investors wait for clarity on the Fed's balance sheet plans.

The recent surge in yields means there is income in fixed income



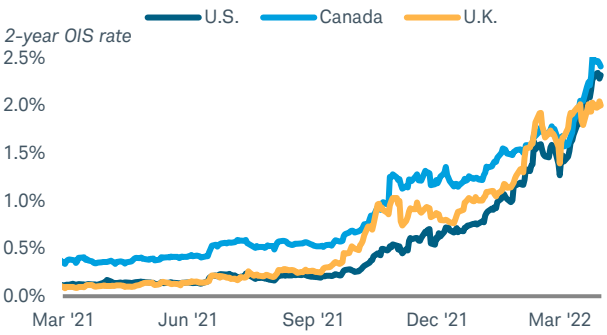
Source: Bloomberg, as of 3/31/2022. Average yield represents the average yield-to-worst for all indexes except the Dividend Aristocrats which is the average dividend yield. See disclosures for indexes used. **Past performance is no guarantee of future results.**

The Fed isn't too concerned about the long end of the curve inverting as the front end is still steep



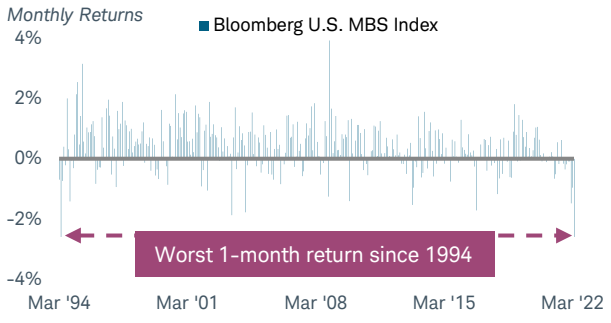
Source: Bloomberg. Fed Near-Term Forward Spread and Market Matrix U.S. Sell 2 Year & Buy 10 Year Bond Yield Spread (FEDNTFS Index, USYC2Y10 Index). Daily data as of 3/31/2022.

Global rate hike expectations are continuing to climb



Source: Bloomberg. 2-Year Overnight Index Swap Rate for the U.S., Canada, and U.K. (USSO2 Curncy, CDSO2 Curncy, BPSWS2 Curncy). Daily data as of 3/31/2022.

The Bloomberg MBS index is off to its worst start in decades



Source: Bloomberg. Bloomberg Mortgage-Backed-Securities Index (LUMSTRUU Index). Monthly data as of 3/31/2022. **Past performance is no guarantee of future results.**

Corporate Bond Market Update

April 2022

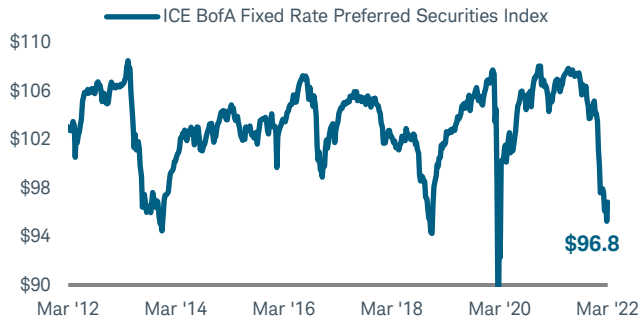


Collin Martin, CFA
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Taxable Asset Classes

Schwab Center for Financial Research perspective

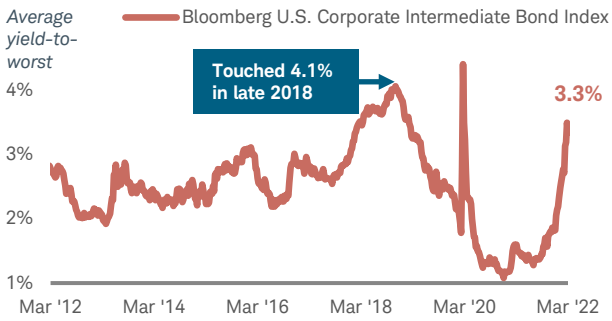
- **Preferred securities appear attractive.** Prices have been hit hard by the double whammy of surging long-term Treasury yields and stock market volatility. Aside from the pandemic-driven plunge in March 2020, average prices have rarely been lower, presenting an attractive entry point for income-oriented investors.
- **Intermediate-term investment grade corporate bonds look attractive as well.** Investors can earn relatively high yields without taking too much interest rate risk—the average yield of the intermediate-term corporate bond index is now 3.3%. With an average duration of 4.4, the index is still subject to price declines if yields rise, but the duration is well below that of the broad market.
- **Risks are on the rise, however.** Corporate profit growth slowed in 4Q21, and high inflation and supply chain bottlenecks pose a risk for lower-rated companies that may have volatile cash flows even when growth is strong.
- **A flat yield curve warrants caution with high-yield.** Investors don't need to avoid HY, but we suggest a neutral weighting. Relative returns have been disappointing when both the 2-year/10-year and 3-month/10-year Treasury slopes were flat or inverted. While the 3m/10y curve is still steep, it's likely to flatten in the coming months.

Preferred prices are close to their non-pandemic lows of the last decade



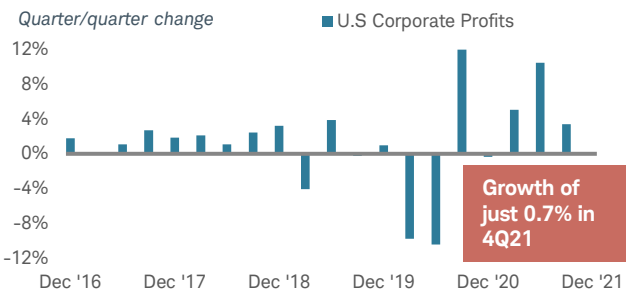
Source: Bloomberg, using weekly data as of 3/31/2022. Y axis scale at $90 for scale; March 2020 low was $85. **Past performance is no guarantee of future results.**

Intermediate-term corporate bond yields are approaching the pre-pandemic high



Source: Bloomberg, using weekly data as of 3/31/2022. Bloomberg U.S. Corporate Intermediate Bond Index (LD06TRUU Index). **Past performance is no guarantee of future results.**

Corporate profit growth has slowed sharply



Source: Bloomberg, using quarterly data as of 4Q2021. US Corporate Profits With IVA and CCA Total SAAR (CPFTTOT Index). Note: Y-axis is truncated at 12%; actual increase for 3Q20 was 25%.

A flat yield curve usually spells trouble for HY bonds

Starting Yield Curve Slope	Average Next 12-Month Relative Return	
	2-yr/10-yr Curve	3-mo/10-yr Curve
Less than zero	-7.3%	-6.6%
Between 0 and 100 basis points	1.3%	-1.6%
Between 100 and 200 basis points	5.0%	4.5%
Above 200 basis points	9.7%	7.1%

Source: Bloomberg. Relative returns compare the average 12-month total returns of the Bloomberg U.S. Corporate High-Yield Bond Index (LF98TRUU) and the Bloomberg Intermediate Treasury Index (LT08TRUU Index) depending on the starting slope of the 3-month/10-year and 2-year/10-year Treasury yield curv
January 1984 through March 2022. **Past performance is**

Municipal Bond Market Update

April 2022

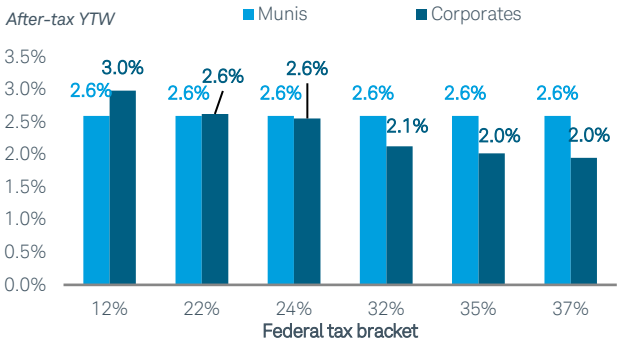


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Municipal Bonds

Schwab Center for Financial Research perspective

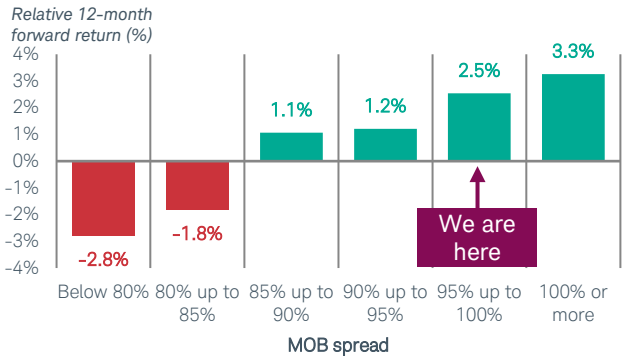
- **Munis are attractive despite the rough start to the year.** Returns in the muni market are off to their worst start to the year since 1980 as a result of rising yields. Year-to-date, a 10-year AAA benchmark yield is up 118 basis points. The increase in yields has brought the 10-year municipals over bonds (MOB) spread to 96% which is above its 5-year average. Historically, munis have outperformed Treasuries when the MOB spread was elevated as it is now.
- **Credit risk remains low.** Spreads are slowly increasing due to easing demand rather than concerns over credit risks in our view. As of March 23, there have only been 14 new defaults in 2022 with the majority being unrated and in the retirement care sector, which continues to face pressures from COVID. Going forward, surging tax revenues should help ease financial pressures state and local governments may experience.
- **Tax-exempt munis are attractive but taxables are not.** Intermediate-term corporate bonds offer a yield advantage of 37 basis points over taxable munis so investors should consider corporates relative to taxable munis in many cases. However, corporates have lower credit ratings on average relative to munis.

With the recent rise in yields, muni yields are attractive relative to taxable alternatives



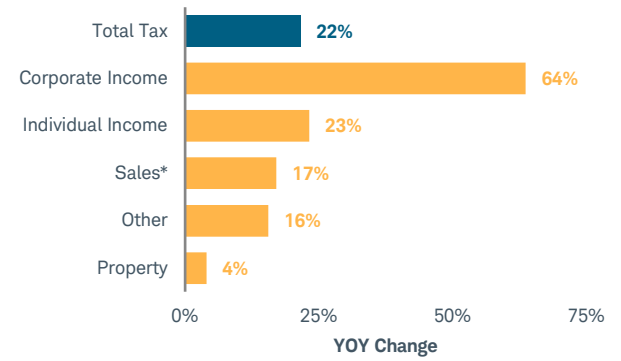
Source: Bloomberg Municipal and Corporate Bond Indices, as of 3/31/22. Corporates assume an additional 5% state income tax and 3.8% ACA tax for the 32% and above brackets. **Past performance is no guarantee of future results.**

Historically, munis have outperformed Treasuries when the MOB spread is elevated



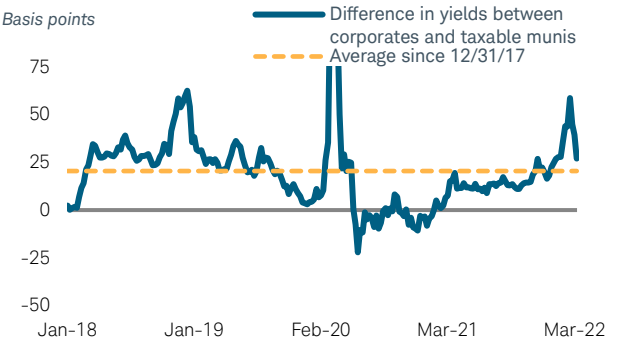
Source: Bloomberg Municipal and Treasury Bond Indices. Medians using monthly returns from 1/31/01 to 3/31/22. **Past Performance is no guarantee of future results.**

Surging state tax revenues should help ease any potential credit issues



Source: U.S. Census State Tax Collections. "YOY Change" is the % change for the 4 quarters ending 12/31/21 relative to the 4 quarters ending 12/31/20. *Sales includes General Sales and Gross Receipts.

Investors should consider corporate bonds relative to taxable munis

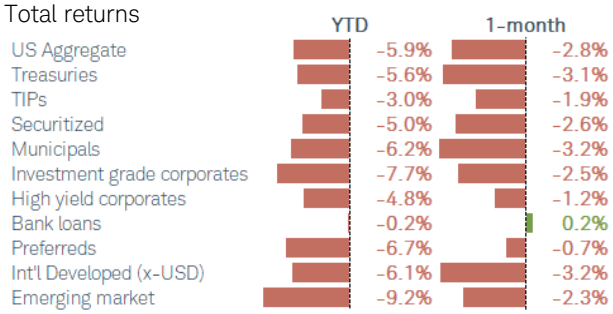


Source: Bloomberg Intermediate Corporate and Intermediate Taxable Municipal Bond Indices, as of 3/31/22. Y-axis is truncated at 75 for visual p... 260 BPS on 3/20/20. **Past performance is no guarantee of**

Fixed Income Market Snapshot

April 2022

Total returns



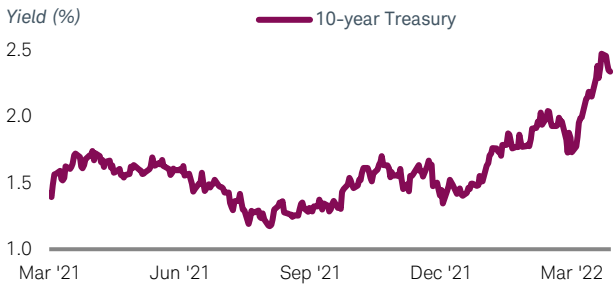
Source: Bloomberg. Returns from 12/31/2021 through 3/31/2022. Returns assume reinvestment of interest and capital gains. See disclosures for indexes used. **Past performance is no guarantee of future results.**

Key metrics

	Current	One-month ago
2-yr. Treasury yield (%)	2.34	1.43
5-yr. Treasury yield (%)	2.46	1.72
10-yr. Treasury yield (%)	2.34	1.83
30-yr. Treasury yield (%)	2.45	2.16
10-yr. TIPS Breakeven (%)	2.83	2.62
2/10 Spread (BPS)	-0.1	38.9
Dollar Index	1,191.8	1,180.5
5-yr. MOB spread (%)	82.8	80.7
10-yr. MOB spread (%)	95.8	88.1
IG Corporate OAS (BPS)	116	122
HY Corporate OAS (BPS)	316	354

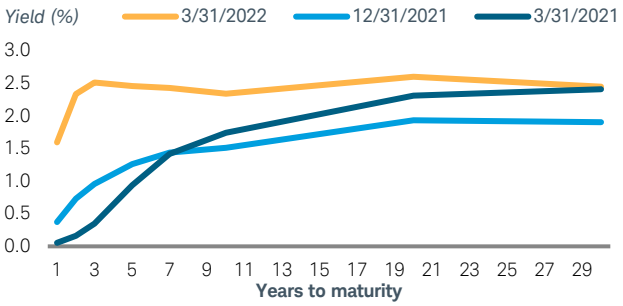
Source: Bloomberg, as of 3/31/2022. **Past performance is no guarantee of future results.**

10-year U.S. Treasury yield



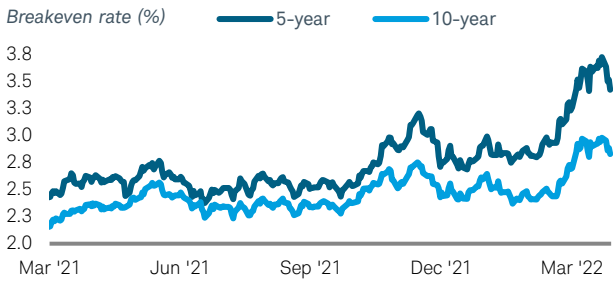
Source: Bloomberg, as of 3/31/2022. US Generic Govt 10 Yr. (USGG10YR Index). **Past performance is no guarantee of future results.**

Treasury yield curve



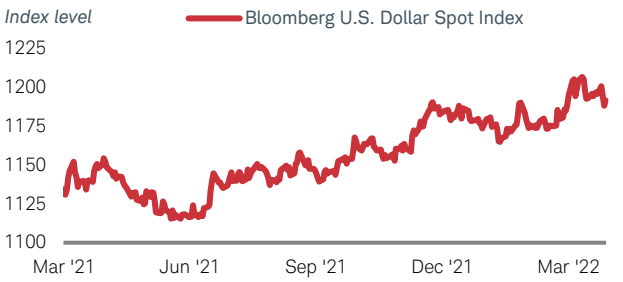
Source: Bloomberg, as of 3/31/2022. **Past performance is no guarantee of future results.**

TIPS breakeven rates



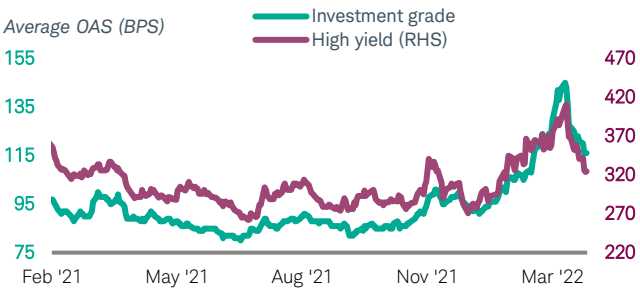
Source: Bloomberg, as of 3/31/2022. U.S. Breakeven 5 Year (USGGBE05 Index) US Breakeven 10 Year (USGGBE10 Index).

The U.S. dollar



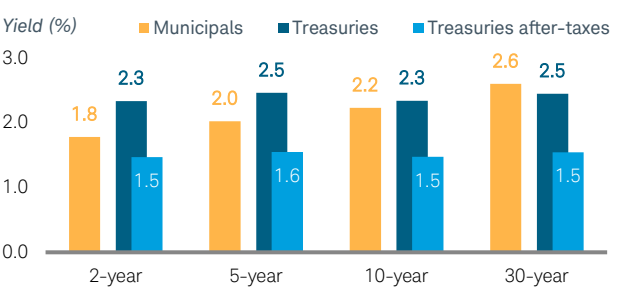
Source: Bloomberg, as of 3/31/22. Bloomberg U.S. Dollar Spot Index (BBDXY Index). **Past Performance is no guarantee of future results.**

Corporate credit spreads



Source: Bloomberg, as of 3/31/2022. Bloomberg U.S. Corporate Bond Index (LUACTRUU) and Bloomberg U.S. Corporate High-Yield Bond Index (LF98TRUU Index). OAS is quoted as a fixed spread, or differential, over U.S. Treasury issues.

Municipal bond yields



Source: Bloomberg, as of 3/31/2022. Treasuries assume a 37% Federal tax rate. **Past performance is no guarantee of future results.**

Important Disclosures

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Investing involves risk including loss of principal.

Fixed income securities are subject to increased loss of principal during periods of rising interest rates. Fixed-income investments are subject to various other risks including changes in credit quality, market valuations, liquidity, prepayments, early redemption, corporate events, tax ramifications and other factors.

High-yield bonds and lower rated securities are subject to greater credit risk, default risk, and liquidity risk.

Tax-exempt bonds are not necessarily suitable for all investors. Information related to a security's tax-exempt status (federal and in-state) is obtained from third parties, and Schwab does not guarantee its accuracy. Tax-exempt income may be subject to the alternative minimum tax. Capital appreciation from bond funds and discounted bonds may be subject to state or local taxes. Capital gains are not exempt from federal income tax.

Treasury Inflation Protected Securities (TIPS) are inflation-linked securities issued by the US Government whose principal value is adjusted periodically in accordance with the rise and fall in the inflation rate. Thus, the dividend amount payable is also impacted by variations in the inflation rate, as it is based upon the principal value of the bond. It may fluctuate up or down. Repayment at maturity is guaranteed by the US Government and may be adjusted for inflation to become the greater of the original face amount at issuance or that face amount plus an adjustment for inflation.

Bank loans are typically below investment-grade credit quality and may be subject to more credit risk, including the risk of nonpayment of principal or interest. Most bank loans are floating rate, with interest rates that are tied to LIBOR or another short-term reference rate, so substantial increases in interest rates may make it more difficult for issuers to service their debt and cause an increase in loan defaults. Bank loans are typically secured by collateral posted by the issuer, or guarantees of its affiliates, the value of which may decline and be insufficient to cover repayment of the loan. Many loans are relatively illiquid or are subject to restrictions on resales, have delayed settlement periods, and may be difficult to value. Bank loans are also subject to maturity extension risk and prepayment risk.

International investments involve additional risks, which include differences in financial accounting standards, currency fluctuations, geopolitical risk, foreign taxes and regulations, and the potential for illiquid markets. Investing in emerging markets may accentuate these risks.

Preferred securities are often callable, meaning the issuing company may redeem the security at a certain price after a certain date. Such call features may affect yield. Preferred securities generally have lower credit ratings and a lower claim to assets than the issuer's individual bonds. Like bonds, prices of preferred securities tend to move inversely with interest rates, so they are subject to increased loss of principal during periods of rising interest rates. Investment value will fluctuate, and preferred securities, when sold before maturity, may be worth more or less than original cost. Preferred securities are subject to various other risks including changes in interest rates and credit quality, default risks, market valuations, liquidity, prepayments, early redemption, deferral risk, corporate events, tax ramifications, and other factors.

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Indexes are unmanaged, do not incur management fees, costs and expenses, and cannot be invested in directly.

The **Bloomberg U.S. Aggregate Index** ("Core Bonds") represents securities that are SEC-registered, taxable, and dollar denominated. The index covers the U.S. investment grade fixed rate bond market, with index components for government and corporate securities, mortgage pass-through securities, and asset-backed securities. These major sectors are subdivided into more specific indices that are calculated and reported on a regular basis.

The **ICE BofA Fixed Rate Preferred Securities Index** ("Preferred Securities") tracks the performance of fixed-rate USD-denominated preferred securities issued in the U.S. domestic market.

The **S&P 500 Index** measures the performance of 500 leading publicly traded U.S. companies from a broad range of industries. It is a float-adjusted market-capitalization weighted index.

The **S&P 500 Dividend Aristocrats** measure the performance of S&P 500 companies that have increased dividends every year for the last 25 consecutive years. The Index treats each constituent as a distinct investment opportunity without regard to its size by equally weighting each company.

The **Bloomberg U.S. Corporate Bond Index** ("IG Corporate Bonds") covers the U.S. dollar (USD)-denominated investment-grade, fixed-rate, taxable corporate bond market. Securities are included if rated investment-grade (Baa3/BBB-/BBB-) or higher using the middle rating of Moody's, S&P and Fitch ratings services. This index is part of the Bloomberg Barclays U.S. Aggregate Bond Index (Agg

The **Bloomberg U.S. Treasury Index** ("U.S. Treasury Bonds") includes public obligations of the U.S. Treasury excluding Treasury Bills and U.S. Treasury TIPS. The index rolls up to the U.S. Aggregate. Securities have $250 million minimum par amount outstanding and at least one year until final maturity.

The **Bloomberg U.S. Corporate High-Yield Bond Index** ("HY Corporate Bonds") covers the USD-denominated, non-investment grade, fixed-rate, taxable corporate bond market. Securities are classified as high-yield if the middle rating of Moody's, Fitch, and S&P is Ba1/BB+/BB+ or below.

The **Bloomberg U.S. Municipal Bond Index** ("Municipal Bonds") is a broad-based benchmark that measures the investment grade, U.S. dollar-denominated, fixed tax-exempt bond market. The index includes state and local general obligation, revenue, insured and pre-refunded bonds. The AAA, AA, A, Baa, 1 Year (1-2), 3 Year (2-4), 5 Year (4-6), 7 Year (6-8), 10 Year (8-12), 15 Year (12- 17), 20 Year (17-22), and Long Bond (22+) are all subindices.

The **Bloomberg Emerging Markets USD Aggregate Bond Index** ("EM USD Bonds") includes USD-denominated debt from emerging markets in the following regions: Americas, Europe, Middle East, Africa, and Asia.

The **Bloomberg US Mortgage-Backed Securities** Index measures the performance of mortgage pass-through securities guaranteed by the Government National Mortgage Association (Ginnie Mae),the Federal National Mortgage Association (Fannie Mae), and the Federal Home Loan Mortgage Corporation (Freddie Mac). It is constructed by grouping individual mortgage-backed security pools into aggregates or generics based on program, coupon, and vintage. It is a market-value weighted index.

The **Bloomberg Securitized Bond Index** ("Securitized") represents the securitized section of the Barclays US Aggregate.

The **Bloomberg U.S. Treasury Inflation Protected Securities (TIPS) Index** ("TIPS") is a market value-weighted index that tracks inflation-protected securities issued by the U.S. Treasury. To prevent the erosion of purchasing power, TIPS are indexed to the non-seasonally adjusted Consumer Price Index for All Urban Consumers, or the CPI-U (CPI).

The **Bloomberg Global Aggregate ex USD Bond Index** ("Int'l Developed Bonds (x-USD") provides a broad-based measure of the global investment-grade fixed-rate debt markets. The two major components of this index are the Pan-European Aggregate, and the Asian-Pacific Aggregate Indices.

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The **Bloomberg U.S. Dollar Spot Index** (Rebased Version) tracks the performance of a basket of ten leading global currencies versus the U.S. Dollar. Each currency in the basket and their weight is determined annually based on their share of international trade and FX liquidity. The BBDX Index data starts from Apr 5, 2016, with a base level of 100.

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