



Common Council

Regular Meeting

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

Agenda

Wednesday, February 22, 2017

7:30 PM

De Pere City Hall Council Chambers

Pursuant to Wisconsin Statutes 19.84, Notice is hereby given to the public that a meeting of the **Common Council** of the City of De Pere will be held on **February 22, 2017** at **7:30 PM** in the **De Pere City Hall Council Chambers**, 335 S. Broadway Street, De Pere, WI 54115.

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

Call to order.

1. Roll call.
2. Pledge of allegiance to the Flag.
3. Approval of the Minutes of the February 7, 2017 Common Council Meeting.
4. A Public Hearing on a Conditional Use Permit to allow indoor recreational use and building in the I-3 General Industrial Zoning District
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Resolution #17-08, Authorizing and Approving a Conditional Use Permit (Parcels WD-L179-3, WD-L179-4 and WD-L179-5-1).
5. A Public Hearing on the rezoning of Parcels R-20 (2100 block S. Broadway St.), D-393-3, D-394, D-409, D-411-1, D-411-2 and D-393-4 (2000 block Heritage Rd.).
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Ordinance #17-03, Final Zoning of Annexed Property (Parcels R-20, D-393-3, D-394, D-409, D-411-1, D-411-2 and D-393-4).
6. A Public Hearing on the rezoning of Parcel WD-1379 (200 block American Boulevard).
 - A. Notice of Public Hearing.
 - B. Recommendation from the Plan Commission.
 - C. Ordinance #17-04, Rezoning Certain Property (Parcel WD-1379).
7. Public comment upon matters not on the agenda or other announcements.
8. Recommendation from the Board of Public Works to Award the "Alternate Bid" for Dumpster Enclosure Construction to RJM Construction, LLC in the amount of \$48,500.
9. Recommendation from the Plan Commission regarding land designation and location for future Fire Station #3.

10. Resolution #17-09, Authorizing State/Municipal Agreement Revisions (#2) for Allard Street and Revisions (#3) for Erie Street and Helena Street Improvement Projects.
11. Resolution #17-10, Authorizing Agreement for Consulting Services Between the City of De Pere and Robert W. Baird & Co. Incorporated (Creation of TID #13).
12. Resolution #17-11, Authorizing Agreement Between City of De Pere, Saint Norbert College, Inc. And Downtown De Pere Inc. (Downtown De Pere Promotional Video).
13. Resolution #17-12, Authorizing Tax Collection Agreement Between Brown County Treasurer and City of De Pere (December 2017 - February 2018). (Referred back to staff 1/17/17)
14. Resolution #17-13, Authorizing Plan Management Agreement for Administrative Services Between Humana Insurance Company and the City of De Pere (Dental Administrative Services Agreement).
15. Resolution #17-14, Authorizing Plan Adoption and Service Agreements Between the City of De Pere and Employee Benefits Corporation (EBC) for BEST, HRA and COBRA Secure Services.
16. Voucher Approval.
17. Operator License Applications.
18. Future Agenda Items
19. Adjournment.

Lawrence M. Delo
City Administrator

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

Agenda Sent To:

Alderspersons
Mayor
City Administrator
Department Heads
TV, Newspaper & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Mark Soderlund, CMR, LLC
John Michaud, Gaming Machine Supply
Craig Hutjens
Gerald & Gloria Bigelow
James & Julie Becker
Kristine Paulson
Paul Klevesahl
Craig & Debra Johnson
Sarah Hannon
Sarah Burdette, Town of Ledgeview
Jann Charette, Town of Rockland

JCOB Apartments LLC
Scott Stone, JBS Partnership LLC
VHC Inc
Peninsula LLC
Nicolet Real Estate & Investments
Frigo Enterprises LLC
Saks Holdings LLC
William Lemke LLC
ABTS Investments LLC
Key Property Management
Lonnie & Carol Mishler
Hossein Mirhashemi, Mirhashemi, Inc
PHE WI LLU
Chanmina LLC
Gretchen Loch
RAW Legacy LLC
Nick Brothers Partnership
Ajango Properties LLC
Connective Properties LLC
313 Main In De Pere LLC
Dennis & Claudia Larson
Tilkens Holdings LLC
Ronald Manning
Garritt Bader
Justin Fischer Baird

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: February 22, 2017

DEPARTMENT: City Clerk-Treasurer

FROM: Shana Ledvina

SUBJECT: Approval of the Minutes of the February 7, 2017 Common Council Meeting.

ATTACHMENTS:

- 2-07-2017 Common Council Minutes (DOC)



Common Council

Regular Meeting

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

Draft Minutes

Tuesday, February 7, 2017

7:30 PM

De Pere City Hall Council Chambers

1. Call to order. The Common Council Meeting was called to order on February 7, 2017 at 7:30 PM, De Pere City Hall Council Chambers, 335 S. Broadway Street, De Pere, WI.

Attendee Name	Title	Status
Michael J. Walsh	Mayor	Present
James Boyd	Aldersperson	Excused
Dan Carpenter	Aldersperson	Present
Scott Crevier	Aldersperson	Present
Michael Donovan	Aldersperson	Present
Ryan Jennings	Aldersperson	Present
Larry Lueck	Aldersperson	Excused
Dean Raasch	Aldersperson	Present
Lisa Rafferty	Aldersperson	Present

2. Pledge of allegiance to the Flag.

The Mayor introduced Troop 1043, present to earn their Communications Badge: Liam Meyer, Isaac Manning, Summit Gahbert, and Leo Raddas. Mayor asked them to lead the Pledge of Allegiance for the Council.

3. Approval of the Minutes of the January 17, 2017 Common Council Meeting.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Aldersperson
SECONDER:	Scott Crevier, Aldersperson
AYES:	Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED:	James Boyd, Larry Lueck

4. Update on the southern bridge project.

Cole Runge with Brown County Planning Commission updated the Council on the southern bridge project; he introduced Chuck Lamine, Brown County Planning Director and Natasha Gwidt and Jill Michaelson of the Wisconsin DOT.

Discussion followed regarding funding for the project, which includes fast lane grants and possible federal funding for freight corridors, timeline for holding informational public meetings for property owners, timeline for corridor selection, overall project costs, DOT review process, the importance of garnering legislative support for the project, and the Southern Bridge Coalition led by County Executive Troy Streckenbach.

RESULT:	REFERRED TO STAFF
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5. Public comment upon matters not on the agenda or other announcements.

Aldersperson Jennings announced that this Saturday is the Seroogy's Valentine's Day Run in Downtown De Pere. He shared that Definitely De Pere welcomes the new Indian grocery store on the west side and invites everyone to check out Poppy Avenue Women's Boutique, next to the new Italian wine bar, Virgola, both on Broadway Street.

6. Recommendation from the License Committee on an Application for Change of Agent submitted by TS Fest, Inc.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED:	James Boyd, Larry Lueck

7. Recommendation from the License Committee on an Application for a Class "B" Fermented Malt Beverage and "Class B" Intoxicating Liquor License for Reptile Rail Entertainment, LLC (DBA On the Rocks), 413 Main Av. Submitted by Reptile Rail Entertainment, LLC, Agent: Ronald Evans, 3508 Layden Dr #2, De Pere, WI.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED:	James Boyd, Larry Lueck

8. Recommendation from Plan Commission regarding a Proposed Extraterritorial Two-Lot Certified Survey Map at 1800 BLK Swan Road in Ledgeview (Parcel D-74-4). Submitted by Steven M. Bieda, PLS.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dan Carpenter, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED:	James Boyd, Larry Lueck

9. Recommendation from the Board of Park Commissioners to accept Donation from American Transmission Company (ATC) for use in the Urban Orchard program.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Dean Raasch, Alderperson
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED:	James Boyd, Larry Lueck

10. Recommendation from the Board of Park Commissioners to accept Tree Donation from the GB Packers, WDNR, GB Packaging, WPS & SCA.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Lisa Rafferty, Alderperson
SECONDER:	Ryan Jennings, Alderperson
AYES:	Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED:	James Boyd, Larry Lueck

11. Resolution #17-05, Authorizing Street Name Change (Richco Rd. To Richco Ct.).

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Ryan Jennings, Alderperson
SECONDER:	Dean Raasch, Alderperson
AYES:	Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED:	James Boyd, Larry Lueck

12. Resolution #17-06, Approving Agreement for Consulting Services Between the City of De Pere and Heritage Research LTD. (Intensive Survey of Historical and Architectural Sites).

Alderperson Jennings shared that the De Pere Historical Society is willing to offer their digital archive to Heritage Research LTD. The consulting service agreement is being funded by the grant.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED:	James Boyd, Larry Lueck

13. Resolution #17-07, Authorizing Submission of Staffing for Adequate Fire and Emergency Response (SAFER) Grant Application.

Fire Chief Alan Matzke explained the grant process and that if the City were to receive the grant, those funds will discontinue after two years. The hope is that the community would be able to maintain or support the employee moving beyond the grant funding. He explained that there is the potential for the person to move into a retiree's place in the department. Discussion followed.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Scott Crevier, Alderperson
SECONDER:	Dan Carpenter, Alderperson
AYES:	Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED:	James Boyd, Larry Lueck

14. Discussion and Proposed Action Regarding Possible Projects for Use of Stadium Tax Surplus.

Alderperson Donovan asked to add an item to the list; he would like to set aside some money to put into an annuity for future youth scholarships. Discussion followed. The Council decided to have City staff schedule a special meeting, formatted like a study session and televised, during the week of February 27th, depending on what schedules will allow. Council members will email their top two ideas from the list to Mayor Walsh and City Administrator Larry Delo prior to the meeting with the goal of making a decision for spending that night.

15. Voucher Approval.

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	Michael Donovan, Alderperson
SECONDER:	Scott Crevier, Alderperson
AYES:	Carpenter, Crevier, Donovan, Jennings, Raasch, Rafferty
EXCUSED:	James Boyd, Larry Lueck

16. Operator License Applications.

CITY OF DE PERE - February 7, 2017					
ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	WENIG, TREVOR I.	1837 ST. AGNES DR	GREEN BAY	WI	54304
2	WIRTH, HEATHER J.	740 OAK ST	DE PERE	WI	54115
New Operator License Applications for the 2016-2018 Licensing Period					
1	FEEST, JAMIE L.	3516 29TH ST	KENOSHA	WI	53144
2	HANCOCK, WILLOUGHBY W.	2279 SAMANTHA ST	DE PERE	WI	54115
3	LEWIN, KAYLA L.	1281 S 7TH ST	DE PERE	WI	54115
4	LIEBGOTT, ELIZABETH J.	1760 ELDORADO DR #1	GREEN BAY	WI	54302
5	WILLEMS, AUSTIN J.	2835 NOSTALGIC DR	DE PERE	WI	54115

Alderperson Raasch moved, seconded by Alderperson Carpenter to table Previously Tabled Operator License #1 and to approve Previously Tabled Operator License Application #2. Upon vote, motion carried unanimously.

Alderperson Raasch moved, seconded by Alderperson Carpenter to approve Operator License Applications #1-5. Upon vote, motion carried unanimously.

17. Future Agenda Items

18. Adjournment. Alderperson Raasch moved, seconded by Alderperson Crevier to adjourn the meeting at 9:01 p.m.

Respectfully submitted,

Shana Ledvina, Clerk-Treasurer

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 22, 2017

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #17-08, Authorizing and Approving a Conditional Use Permit (Parcels WD-L179-3, WD-L179-4 and WD-L179-5-1).

On January 23, 2017, the Plan Commission voted 5-0 to recommend approval of a Conditional Use Permit request to allow an indoor recreational building/use at the southeast corner of American Boulevard and Red Maple Road.

ATTACHMENTS:

- Reso17-08 (DOCX)
- Publication notice Recreational Building CUP-CMR, LLC (DOCX)
- PC Report Battlehouse 1-23-2017 (DOCX)

RESOLUTION #17-08

AUTHORIZING AND APPROVING A CONDITIONAL USE PERMIT
(Parcels WD-L179-3, WD-L179-4 and WD-L179-5-1)

WHEREAS, the Common Council of the City of De Pere has reviewed the recommendation of the City Plan Commission regarding the granting of a conditional use as described below and has determined that the matter be scheduled for public hearing and decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer has published a Notice of Public Hearing regarding the proposed conditional use and, pursuant thereto, a Public Hearing has been held at the City Hall Council Chambers on the 22nd day of February, 2017 at 7:35 p.m., whereupon the Common Council heard all interested parties, their agents and attorneys;

NOW, THEREFORE, BE IT HEREBY RESOLVED, by the Common Council of the City of De Pere, Wisconsin, as follows:

That the Common Council does hereby find and determine that an application for a conditional use permit has been made by a party in interest in accordance with §14-30, De Pere Municipal Code; further, that the standards relating to the conditional use as set forth in §14-30(5), De Pere Municipal Code, have been or will be complied with and that the Common Council does therefore and hereby, pursuant to §14-30(6), De Pere Municipal Code, authorize and grant a conditional use permit as provided at §14-49(2)(a)1, De Pere Municipal Code, for purposes of permitting within the I-3 General Industrial District, for recreational area uses at the southeast corner of Red Maple Road and American Boulevard, Parcels WD-L179-3, WD-L179-4 and WD-L179-5-1.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Shana D. Ledvina, Clerk-Treasurer

Ayes: _____

Nays: _____

Publish: February 13, 2017 (Class 1 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on Wednesday, February 22, 2017 at 7:35 p.m. or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway Street, De Pere, Wisconsin, a public hearing will be held by the Common Council of the City of De Pere to act on the following conditional use request:

Conditional Use Permit to allow indoor recreational use and building in the I-3 General Industrial Zoning District (generally located at the southeast corner of American Boulevard and Red Maple Road). Parcels WD-L179-3, WD-L179-4 and WD-L179-5-1. Petitioner: CMR, LLC.

Dated this 13th Day of February, 2017.

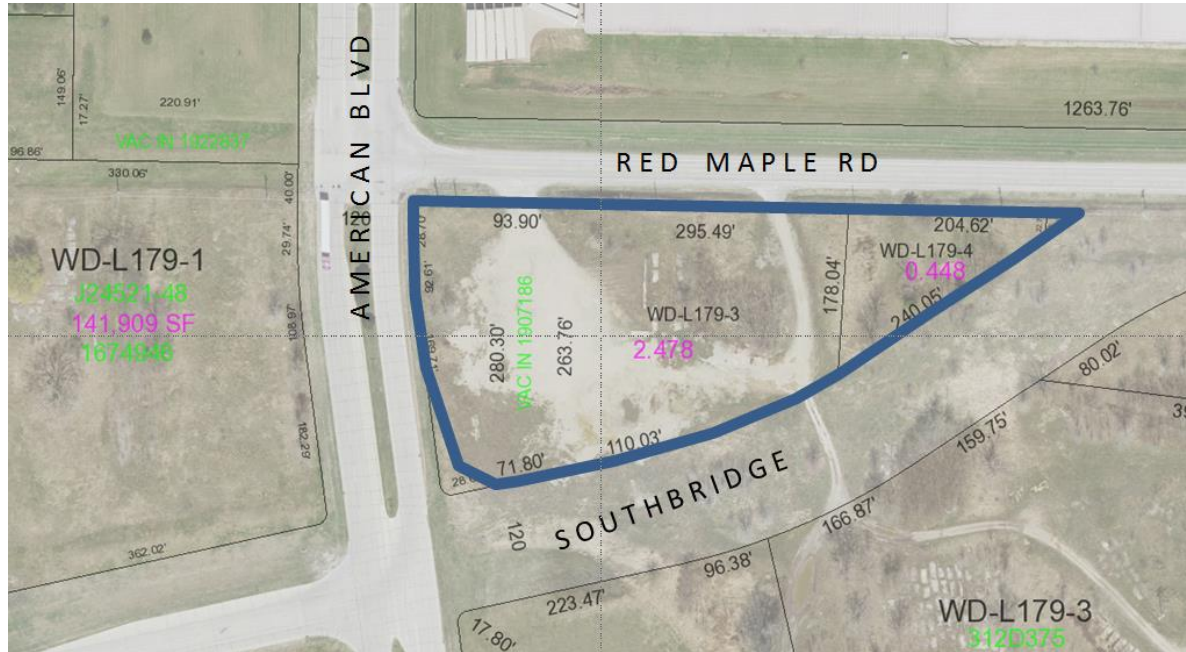
BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana Ledvina
City Clerk-Treasurer

- Item 6:** Recommendation regarding a Conditional Use request to permit a Recreational Building located generally at the southeast corner of Red Maple Rd and American Blvd (Parcels WD-L479-3, WD-L-179-4, WD-L-179-5-1). Applicant: Mark Soderland

SITE MAP



Property Location

REQUESTED ACTION:	Conditional Use Permit to allow a Recreational Building.
COMMON DESCRIPTION:	Southeast corner of Red Maple Road and American Boulevard
PARCEL NUMBERS:	WD-L479-3, WD-L-179-4, WD-L-179-5-1
EXISTING ZONING:	I-3 General Industrial District
SURROUNDING LAND USES:	North: (across Red Maple) I-B-1 Zoning - Warehousing South: (across Southbridge ROW) I-3 Zoning - Vacant East: Red Maple Rd and Southbridge ROW West: (across American) I-B-1 Zoning - Vacant
APPLICANT NAME:	CMR LLC Representative: Mark Soderland PO Box 5512 De Pere, WI 54115

The applicant, a local developer, is working to acquire the property and construct a recreational building that will be home to Battlehouse LLC, Ninja Warrior LLC and a Dairy Bar.

If the Conditional Use Permit is approved, the applicant will proceed with land acquisition from the City via Developer's Agreement. If that is approved, the developer will construct a building on the property and lease the building to 'Big Bull Falls, LLC,' owned by Craig and Diedre Knapp.

The Knapps plan on opening the facility as a recreational building with three different themes. Customers will be able to engage in a tactical laser tag experience at Battlehouse, test out cross training skills at Ninja Warrior and/or snack on ice cream or frozen yogurt at a to-be-named Dairy Bar.

Battlehouse LLC submitted a revolving loan fund application that was preliminarily approved by the City Council in December of 2016

SITE HISTORY:

These City-owned parcels are located in the West Industrial Park and have been marketed by the City as available property. In 2015, the Plan Commission and Common Council placed a hold on this property for a potential future fire station. Staff has requested to change that designation per the previous agenda item.

STAFF REVIEW:

A Conditional Use Permit allows a specific land use that is not otherwise permitted in a zoning district. Typically, these uses are essential or desirable, but have extenuating review factors that may limit their appropriate location. Often, certain standards need to be met by the applicant before the Conditional Use Permit can be granted. Conditional Use Permits expire if the authorized use ceases for 12 month or more.

The City of De Pere Zoning Code includes the following Conditional Use Standards:

No conditional use shall be recommended by the Plan Commission unless such Commission shall find:

- (a) That the establishment, maintenance, or operation of the conditional use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare;*
- (b) That the conditional use will not be injurious to the use and enjoyment of other property in the orderly development and improvement in the immediate vicinity for the purposes already permitted nor substantially diminish or impair property values within the neighborhood;*
- (c) That adequate facilities, access roads, drainage, and/or necessary facilities have been or are being provided;*

Conditional Use Review Form	Yes	No	NA
Will the proposed use be compatible with the surrounding area?	X		
Will the proposed building be architecturally compatible with those in the surrounding area?	X		
Will the condition create a:			
1. Noise problem		X	
2. Traffic problem		X	
3. Parking problem		X	
4. Highway Access problem		X	
5. Garbage disposal problem		X	
6. Policy and Fire protection problem		X	
7. Be hazardous to children		X	
8. Lighting problem		X	
9. Sewage disposal problem		X	
10. Water supply problem		X	
11. Runoff or drainage problems		X	
12. Windblown articles		X	
13. Water pollution		X	
14. Air pollution		X	
15. Wind erosion		X	
Would the new use of the property have an adverse effect on population densities?		X	
Would the property insurance rates increase for adjoining owners?			X
Would the granting of the conditional use be detrimental to the environment?		X	
Would the proposed use add or create a floodplain problem?		X	
Would prime agricultural land be destroyed if approved?		X	
Will this use have an adverse effect on a school district?		X	
Will this change decrease adjacent property values?		X	
Will the use add to the economic growth of the labor and industry of Brown County?		X	
Is the conditional use primarily for a speculative income return?		X	

PROCESS:

For Conditional Use Permits, the Plan Commission makes a recommendation to the City Council. After a Class I Notice, a public hearing is held at a Common Council meeting before Council review. This Conditional Use Permit is scheduled to be reviewed by the Council on February 22, 2017. Staff sent notification letters to property owners within 300'.

The Conditional Use Permit is only one of many reviews needed to complete this project. Other reviews include:

- Developer's Agreement (Finance/Personnel Committee + Council)
- CSM (Plan Commission + Council)
- Site Plan (Plan Commission)
- Revolving Loan Fund (Council + Finance/Personnel)

STAFF RECOMMENDATION: Staff recommends APPROVAL of the Conditional Use Permit to allow a Recreational Building on parcels WD-L479-3, WD-L-179-4, WD-L-179-5-1 in the I-3 General Industrial District.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 22, 2017

DEPARTMENT: Planning

FROM: Peter Schleinz

SUBJECT: Ordinance #17-03, Final Zoning of Annexed Property (Parcels R-20, D-393-3, D-394, D-409, D-411-1, D-411-2 and D-393-4).

On January 23, 2017 the Plan Commission recommended approval of the above referenced rezoning request with a vote of 5-0.

ATTACHMENTS:

- Ord17-03 (DOCX)
- Public Hearing Notice Annexation (PDF)
- Report to Plan Commission - Annexation Area (DOCX)
- Application Form (PDF)

ORDINANCE #17-03

FINAL ZONING OF ANNEXED PROPERTY
(PARCELS R-20, D-393-3, D-394, D-409,
D-411-1, D-411-2 and D-393-4)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed final zoning classification for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer, having published a Notice of Public Hearing regarding such proposed final zoning classification, and pursuant thereto, a public hearing having been held on the 22nd day of February, 2017 at 7:35 p.m., and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, do ordain as follows:

Section 1. That the following described property:

PART OF LOT 1 OF SECTION 3, TOWNSHIP 22 NORTH, RANGE 20 EAST, TOWN OF ROCKLAND, BROWN COUNTY, WISCONSIN.

COMMENCING AT THE SOUTH 1/4 CORNER OF SECTION 34, T23N, R20E; THENCE S89°25'41"E ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 34, A DISTANCE OF 431.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING S89°25'41"E ALONG THE SAID SOUTH LINE A DISTANCE OF 1239.76 FEET TO THE WEST LINE OF PRIVATE CLAIM 40, EAST SIDE FOX RIVER; THENCE S25°55'27"W ALONG SAID WEST LINE, A DISTANCE OF 1137.89 FEET; THENCE S89°59'27"W, A DISTANCE OF 681.53 FEET TO THE SAID CENTER OF COUNTY TRUNK HIGHWAY "PP"; THENCE N00°00'39"W ALONG SAID CENTER OF COUNTY TRUNK HIGHWAY "PP", A DISTANCE OF 384.58 FEET; THENCE N89°47'29"W, A DISTANCE OF 55.00' TO THE SOUTH LINE OF KILLARNY TRAIL; THENCE N00°00'39"W 69.95 FEET;; THENCE THE FOLLOWING THREE COURSE (3) ALONG WEST LINE OF C.T.H. "PP" (SOUTH BROADWAY STREET) AND THE EXTENSION THEREOF, N02°51'06"E A DISTANCE OF 100.13 FEET; THENCE N00°00'39"W A DISTANCE OF 380.88 FEET; THENCE N15°27'40"W A DISTANCE OF 41.77 FEET TO THE SOUTH LINE OF ROCKLAND ROAD AND TO THE END OF SAID COURSES; THENCE N00°34'19"E, A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 22.80 ACRES MORE OR LESS INCLUDING ROAD RIGHT-OF-WAY.

BEING LANDS DESCRIBED IN DOCUMENT NUMBER 2660398 OF BROWN COUNTY RECORDS.

AND

PART OF LOT 1, HOWE'S SUBDIVISION, BEING PART OF PRIVATE CLAIM 38, EAST SIDE FOX RIVER AND PART OF PRIVATE CLAIMS 39 AND 40, EAST SIDE FOX RIVER ALL LOCATED IN THE TOWN OF LEDGEVIEW, BROWN COUNTY, WISCONSIN.

Ordinance #17-03

Page 2 of 3

BEGINNING AT THE CLOSING CORNER OF SECTION 34, T23N, R20E AND THE WEST LINE OF PRIVATE CLAIM 40, EAST SIDE FOX RIVER; THENCE N26°02'52"E ALONG SAID WEST LINE OF PRIVATE CLAIM 40, A DISTANCE OF 344.71 FEET; THENCE S63°24'55"E, A DISTANCE OF 741.00 FEET; THENCE N23°54'22"E, A DISTANCE OF 595.00 FEET; THENCE S64°09'45"E, A DISTANCE OF 236.93 FEET TO THE SOUTHWEST CORNER OF PRIVATE CLAIM 39, EAST SIDE FOX RIVER; THENCE N26°38'33"E ALONG THE WEST LINE OF SAID PRIVATE CLAIM 39, A DISTANCE OF 2370.66 FEET; THENCE S20°18'24"E, A DISTANCE OF 491.16 FEET; THENCE S68°32'17"E, A DISTANCE OF 65.42 FEET; THENCE N87°47'11"E, A DISTANCE OF 63.27 FEET; THENCE N63°32'33"E, A DISTANCE OF 75.01 FEET; THENCE N38°15'10"E, A DISTANCE OF 68.05 FEET; THENCE S21°51'15"E, A DISTANCE OF 230.84 FEET; THENCE N42°42'01"E, A DISTANCE OF 491.12 FEET; THENCE S73°22'33"E, A DISTANCE OF 81.72 FEET TO THE SOUTH LINE OF COUNTY TRUNK HIGHWAY "X" (HERITAGE ROAD); THENCE N53°52'17"E, A DISTANCE OF 51.33 FEET TO THE CENTER OF SAID COUNTY TRUNK HIGHWAY "X" AND TO THE POINT OF CURVATURE OF A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1909.86 FEET A CENTRAL ANGLE OF 14°31'25", AND A CHORD OF 482.83 FEET BEARING S56°36'55"E; THENCE SOUTHEAST ALONG SAID CURVE, A DISTANCE OF 484.12 FEET; THENCE CONTINUING ALONG SAID CENTER OF COUNTY TRUNK HIGHWAY "X" S63°52'37"E, A DISTANCE OF 194.88 FEET; THENCE THE FOLLOWING TWELVE (12) COURSES ALONG THE WEST LINE OF COTTONWOOD LANE AND THE EXTENSION THEREOF AS DESCRIBED IN JACKET 16710 IMAGE 55 OF BROWN COUNTY RECORDS, S26°23'33"W, A DISTANCE OF 1155.54 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT, HAVING A RADIUS OF 965.00 FEET AND A CENTRAL ANGLE OF 06°21'00" AND A CHORD OF 106.90 FEET BEARING S29°34'03"W; THENCE SOUTHWEST ALONG SAID CURVE, A DISTANCE OF 106.95 FEET; THENCE S32°44'34"W, A DISTANCE OF 133.53 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 1509.61 FEET AND A CENTRAL ANGLE OF 06°45'30" AND A CHORD OF 177.96 FEET BEARING S29°21'49"W ; THENCE ALONG SAID CURVE, A DISTANCE OF 178.07 FEET, TO THE POINT OF CURVATURE OF A REVERSE CURVE TO THE LEFT, HAVING A RADIUS OF 1589.00 FEET A CENTRAL ANGLE OF 05°53'36" , AND A CHORD OF 163.37 FEET BEARING S23°02'16"W; THENCE ALONG SAID CURVE, A DISTANCE OF 163.44 FEET; THENCE S20°05'28"W, A DISTANCE OF 299.59 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 335.00 FEET AND A CENTRAL ANGLE OF 25°00'01" AND A CHORD OF 145.02 FEET BEARING S07°35'27"W ; THENCE ALONG SAID CURVE, A DISTANCE OF 146.17 FEET; THENCE S04°54'34"E, A DISTANCE OF 88.20 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 335.00 FEET AND A CENTRAL ANGLE OF 19°23'08" AND A CHORD OF 112.80 FEET BEARING S14°36'07"E; THENCE ALONG SAID CURVE, A DISTANCE OF 113.34 FEET; THENCE S24°17'41"E, A DISTANCE OF 262.17 FEET TO THE POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 140.11 FEET AND A CENTRAL ANGLE OF 49°14'45" AND A CHORD OF 116.75 FEET BEARING S00°19'41"W; THENCE ALONG SAID CURVE, A DISTANCE OF 120.42 FEET; THENCE S24°57'04"W, A DISTANCE OF 1080.47 FEET TO THE END OF SAID COURSES AND TO THE NORTH LINE OF COTTONWOOD ASSESSOR'S PLAT, VOLUME 19 PAGE 219 OF PLATS, DOCUMENT NUMBER 1438896 OF BROWN COUNTY RECORDS; THENCE N64°13'17"W ALONG SAID NORTH LINE, A DISTANCE OF 755.35 FEET; THENCE CONTINUING ALONG SAID NORTH LINE, N63°40'30"W, A DISTANCE OF 2289.43 FEET TO THE SAID WEST LINE OF PRIVATE CLAIM 40; THENCE N25°55'27"E ALONG SAID WEST LINE, A DISTANCE OF 239.06 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 160.98 ACRES MORE OR LESS.

SAID PARCEL BEING LANDS DESCRIBED IN JACKET 20874 IMAGE 01 AND JACKET 24481 IMAGE 27 OF BROWN COUNTY RECORDS.

be and the same hereby be assigned the permanent zoning classifications:

1. Parcel R-20 (2100 Block South Broadway Street): R-1, Single Family Residence District;
2. Parcel D-393-4 (2000 Block Heritage Road): Conservancy District; and
3. Parcels D-393-3; D-394; D-409; D-411-1; and D-411-2 (2000 Block Heritage Road): A-1 Agricultural, General Farming,

as set forth and regulated by the provisions of §14-38, §14-54 and §14-54.1 of the De Pere

Zoning Code and in compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 2. That the Clerk-Treasurer is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Ordinance #17-03

Page 3 of 3

Section 3. That all other ordinances in conflict herewith are hereby repealed.

Section 4. That this ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey Danen, Deputy Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 1/23/17

Publication Date: _____

Effective Date: _____

Publish: February 6 and February 13, 2017 in the Green Bay Press-Gazette (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Wednesday, February 22, 2017** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the rezone request for the following properties:

Rezoning of Parcel R-20 (2100 BLK S. Broadway ST) from Temporary R-1 (Single Family Residence District) to R-1 (Single Family Residence District).

Rezoning of Parcels D-393-3, D-394, D-409, D-411-1, D-411-2 (2000 BLK Heritage RD) from Temporary A-1 (Agricultural District) to A-1 (Agricultural District).

Rezoning of Parcel D-393-4 (2000 BLK Heritage RD) from Temporary A-1 (Agricultural District) to Conservancy District.

A map of the proposed rezoning is available at the City of De Pere Planning Department, 335 S. Broadway St., De Pere, WI 54115.

Dated this 6th day of February, 2017.

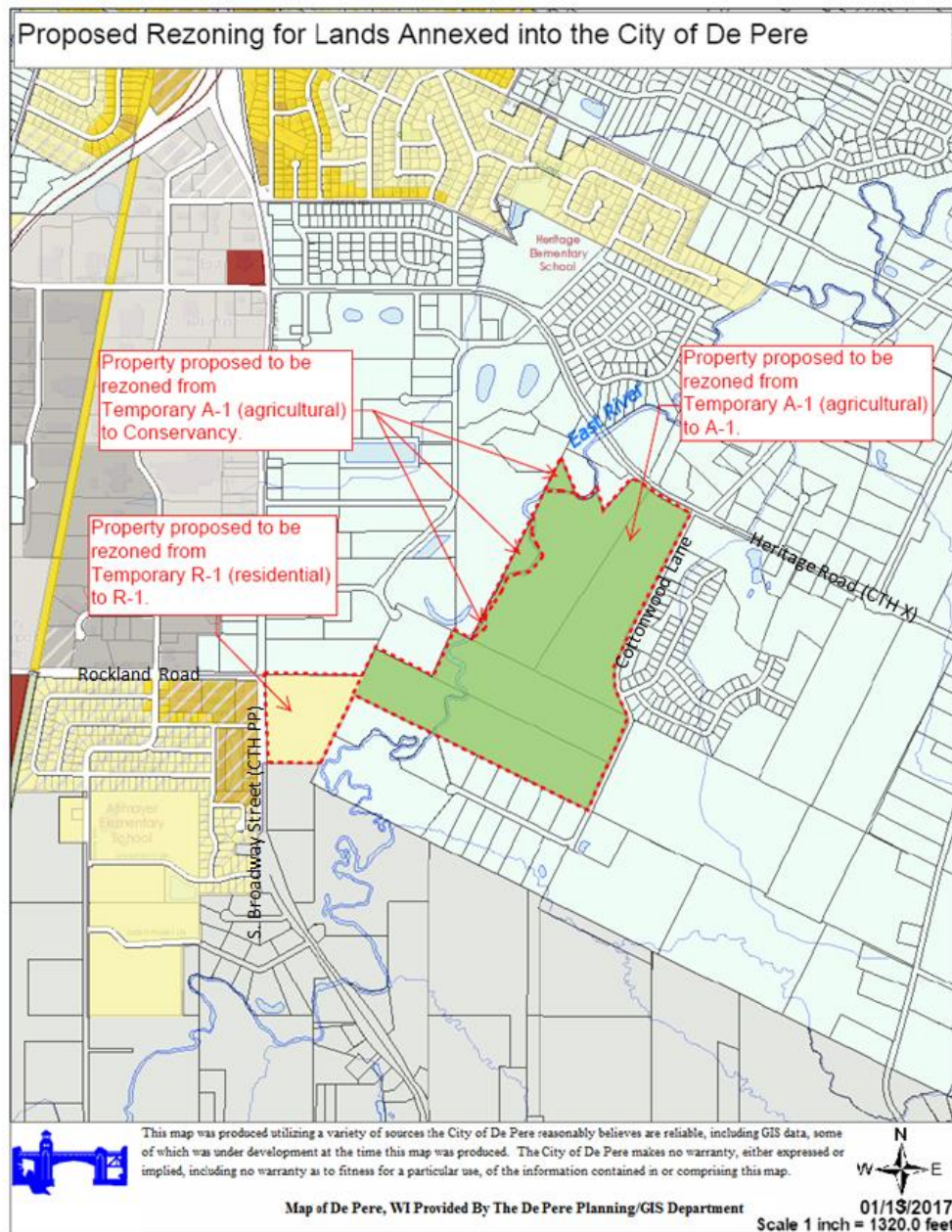
BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana D. Ledvina
City Clerk-Treasurer

- Item 4:** Recommendation regarding a rezoning request from Temporary R-1 to R-1 (Parcel ED-R20), Temporary A-1 to A-1 (Parcels ED-D393-3, ED-D394, ED-D409, ED-D411-1, ED-D411-2), and Temporary A-1 to Conservancy District (Parcel ED-D393-4) for recently annexed lands on South Broadway Street and on Heritage Road. Submitted by City of De Pere.*

SITE MAP

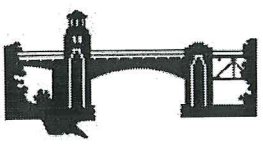


REQUESTED ACTION: Rezoning Request due to recent annexation.

Rezone one parcel from Temporary R-1 (residential) to R-1.
Rezone five parcels from Temporary A-1 (agricultural) to A-1.
Rezone one parcel from Temporary A-1 (agricultural) to Conservancy.

COMMON DESCRIPTION:	Seven parcels of land southeast from the intersection of S. Broadway Street and Rockland Road as well as southwest from the intersection of Heritage Road and Cottonwood Lane.
PARCEL NUMBERS:	R-20, D-393-3, D-394, D-409, D-411-1, D-411-2, D-393-4
EXISTING ZONING:	Temporary R-1 (Single Family Residence District) Temporary A-1 (Agricultural District)
PROPOSED ZONING:	R-1 for Parcel R-20 A-1 for Parcels D-393-3, D-394, D-409, D-411-1, D-411-2 Conservancy for Parcel D-393-4
SURROUNDING LAND USES:	Agricultural, vacant, natural, residential, and developing residential.
COMPREHENSIVE PLAN:	Proposed land uses were not identified in the Comprehensive Plan; however, best uses that match the proposed zoning were identified in a recent annexation for the subject properties.
APPLICANT NAME:	City of De Pere
SITE HISTORY:	The subject properties were annexed into the City of De Pere in 2016 from the Towns of Rockland and Ledgeview at the request of the property owners. At the time of the annexation a temporary zoning category was assigned to each parcel. A permanent zoning category needs to be established for the parcels. Using the temporary categories already assigned as a foundation, new formal categories were identified. The use of "Conservancy" was added for Parcel D-393-4 as it is a wooded area on the west side of the east river than cannot be easily accessed for farming.
REVIEW:	When reviewing a rezoning request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses and desired development patterns. The proposed rezoning complies with proposed uses in the Comprehensive Plan and surrounding land uses. The proposed zoning categories also comply with temporary zoning categories established as part of the annexation process. For rezoning applications, the Plan Commission provides a recommendation to the Common Council. A public hearing will be held at the Council meeting prior to review of the rezoning by the Common Council.
STAFF RECOMMENDATION:	Staff recommends APPROVAL of the rezoning request subject to the following:

1. Meets all state and local regulations.

	CITY OF DE PERE APPLICATION FOR REZONING		Fee: \$ 290.00
			Receipt #: Not Applicable
			Date: 22 DEC 2016

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) City of De Pere	Authorized Representative Peter Schleinz	Title City Planner	
Mailing Address 335 S. Broadway Street	City De Pere	State WI	ZIP Code 54115
Email Address pschleinz@mail.de-pere.org	Phone Number (incl. area code) 920.339.4043 x 2	Fax Number (incl. area code) 920.330.9491	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity) Craig Hutjens, et. al., James & Julie Becker	Contact Person Authorized Representative, above	Title Owners	
Mailing Address 3439 Old Military RD, 2022 Heritage RD	City , De Pere WI 54115-9260	State WI, WI	ZIP Code 54115, 54115
Email Address --	Phone Number (incl. area code) --	Fax Number (incl. area code) --	

SECTION 3: Project or Site Location

Project Address/Description Establish zoning districts for the following temporary zoned properties:	Parcel Number(s): ED-R20 / ED-D393-3 / ED-D394 / ED-
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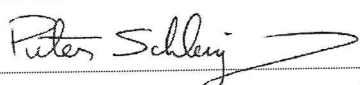
SECTION 4: Proposed Rezoning Use

Existing Zoning:	ED-R20=Temp R1; ED-D393-3/ED-D393-4/ED-D394/ED-D409/ED-D411-1/ED-D411-2=Temp A1		
Proposed Zoning:	ED-R20=R1; ED-D393-3/ED-D394/ED-D409/ED-D411-1/ED-D411-2=A1; ED-D393-4=Conservancy		
Adjacent Zoning: North Ledgerview zoning	Adjacent Zoning: South Rockland / Ledgerview zoning	Adjacent Zoning: West R-3 / Ledgerview zoning	Adjacent Zoning: East Ledgerview zoning
Present Use of Parcel	ED-R... parcel = agriculture; ED-D... parcels = agriculture, natural, and residential.		
Proposed Use of Parcel	Same.		

SECTION 5: Certification and Permission

Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print) Peter Schleinz	Title City Planner	Phone Number 920.339.4043 ext. 2
Signature of Applicant 		Date Signed 22 DEC 2016

Attach additional sheets if necessary.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 22, 2017

DEPARTMENT: Planning

FROM: Peter Schleinz

SUBJECT: Ordinance #17-04, Rezoning Certain Property (Parcel WD-1379).

On January 23, 2017 the Plan Commission recommended approval of the above referenced rezoning request with a vote of 5-0.

ATTACHMENTS:

- Ord17-04 (DOCX)
- Public Hearing Notice WD-1379 (DOCX)
- Report to Plan Commission - WD-1379 (DOCX)
- Application Form (PDF)
- Rezoning Map (PDF)

ORDINANCE #17-04
REZONING CERTAIN PROPERTY
(Parcel WD-1379)

WHEREAS, the Common Council of the City of De Pere, having reviewed the recommendation of the City Plan Commission regarding the proposed change in zoning classification for the property described below and having scheduled a public hearing then to be decided by the Common Council; and

WHEREAS, the City Clerk-Treasurer, having published a Class 2 Notice of Public Hearing regarding such proposed zoning change and, pursuant thereto, a public hearing having been held on the 22nd day of February, 2017 at 7:35 p.m. and the Common Council having heard all interested parties or their agents and attorneys;

NOW, THEREFORE, the Common Council of the City of De Pere, Wisconsin, do ordain as follows:

Section 1. That the following described property:

Parcel WD-1379 (2200 Block of American Boulevard)

Southbridge Business Park First Addition, Lot 14, except that part shown in Document No. 2132734

shall be and the same is hereby rezoned from the present zoning classification of C-EO-2, Corporate Executive Office District 2, to I-B-2, Industrial Business Park 2 District, as set forth in and regulated by the provisions of §14-52 of the De Pere Zoning Code, conditioned upon compliance with the provisions of Chapter 14, De Pere Municipal Code.

Section 2. That the Clerk-Treasurer is directed to amend the City of De Pere Zoning Map in conformity with the provisions of this ordinance.

Attachment: Ord17-04 (5423 : Ordinance #17-04, Rezoning Certain Property (Parcel WD-1379).)

Ordinance #17-04
Page 2 of 2

Section 3. That all other ordinances in conflict herewith are hereby repealed.

Section 4. That this ordinance shall take effect upon its passage and publication according to law.

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey Danen, Deputy Clerk

Ayes: _____

Nays: _____

Board/Committee Approval: 1/23/17

Publication Date: _____

Effective Date: _____

Attachment: Ord17-04 (5423 : Ordinance #17-04, Rezoning Certain Property (Parcel WD-1379).)

Publish: February 6 and February 13, 2017 in the Green Bay Press-Gazette (Class 2 Notice)

NOTICE OF PUBLIC HEARING

Notice is Hereby given, that on **Wednesday, February 22, 2017** at 7:35 PM or as soon thereafter as can be heard in the Council Chambers of the De Pere City Hall, 335 S. Broadway St, De Pere, WI, a public hearing will be held by the Common Council of the City of De Pere to act on the rezone request for the following properties:

Rezoning of Parcel WD-1379 (2200 BLK American BLVD) from C-EO-2 (Corporate Executive Office District 2) to I-B-2 (Industrial Business 2).

A map of the proposed rezoning is available at the City of De Pere Planning Department, 335 S. Broadway St., De Pere, WI 54115.

Dated this 6th day of February, 2017.

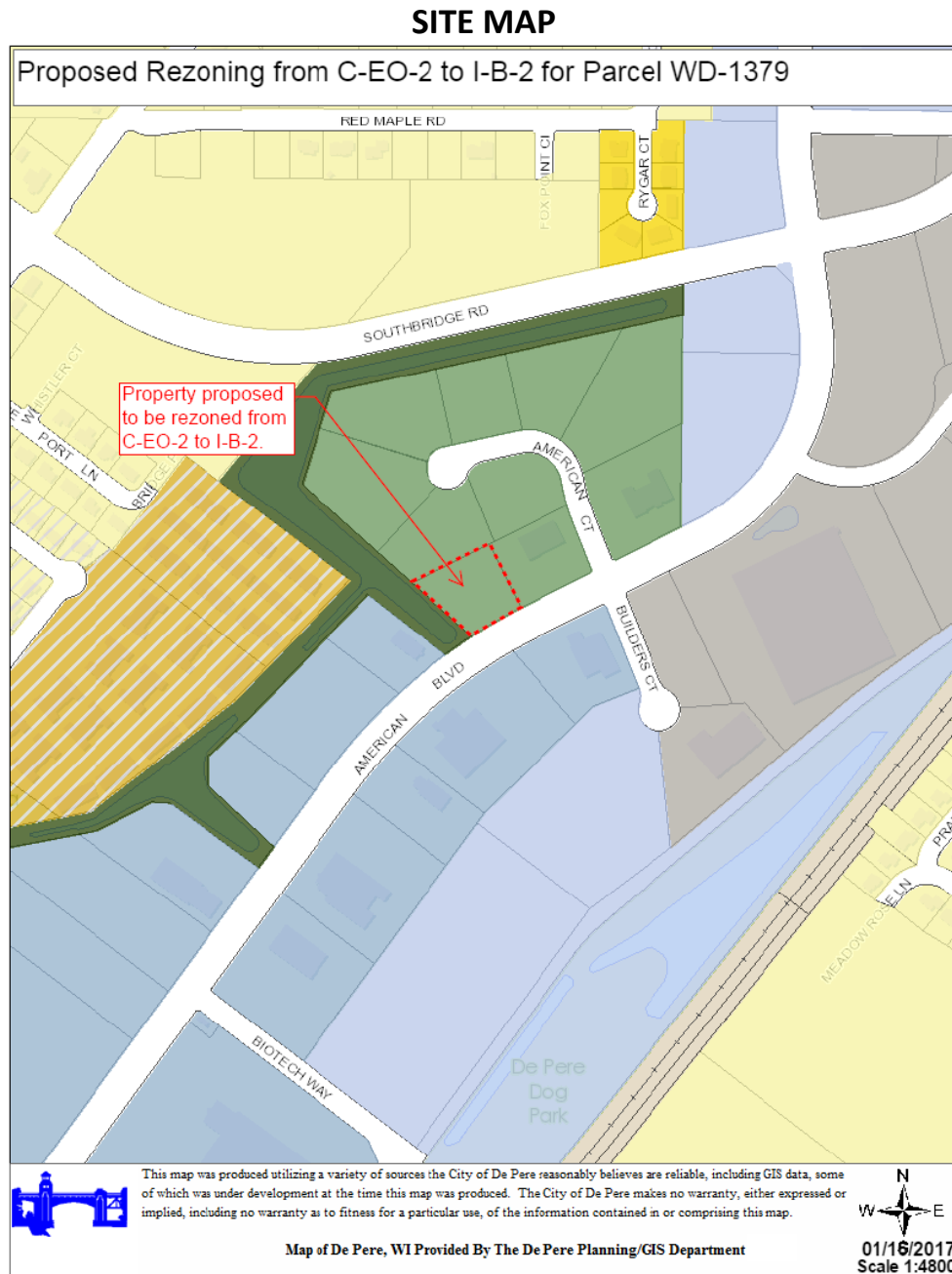
BY ORDER OF THE COMMON COUNCIL

Michael J. Walsh
Mayor

Shana D. Ledvina
City Clerk-Treasurer

Attachment: Public Hearing Notice WD-1379 (5423 : Ordinance #17-04, Rezoning Certain Property (Parcel WD-1379).)

- Item 3:** Recommendation regarding a rezoning request from C-EO-2 (Corporate Executive Office District 2) to I-B-2 (Industrial Business 2) at the 2200 BLK American Boulevard (Parcel WD-1379). Gaming Machine Manufacturing & Supply.*



REQUESTED ACTION: Rezoning Request.

Rezone Parcel WD-1379 from C-EO-2 (Corporate Executive Office District 2) to I-B-2 (Industrial Business 2).

COMMON DESCRIPTION: 2200 BLK American Boulevard, located south from American Court.

PARCEL NUMBERS:	WD-1379
EXISTING ZONING:	C-EO-2 (Corporate Executive Office District 2)
PROPOSED ZONING:	I-B-2 (Industrial Business 2)
SURROUNDING LAND USES:	Vacant to north. Vacant, storm water management, and business, and industrial business to south, east, and west.
COMPREHENSIVE PLAN:	Business park.
APPLICANT NAME:	Gaming Machine Supply -- John Michaud, Authorized Representative 1116 Honey Court De Pere, WI 54115
SITE HISTORY:	The subject vacant property originally was zoned C-EO-2 to match lots that were created for corporate executive offices on the American Court cul-de-sac. However, the property is on American Boulevard with no direct access to the cul-de-sac. Developable properties across the street and parcels located southward on American Boulevard are zoned I-B-2. A proposed business is interested in purchasing the property for the purpose of developing a gaming machine manufacturing and supply business. Site plans will be submitted to the Plan Commission in the future if the property is rezoned. An I-B-2 zoning category is appropriate for the proposed business that is interested in the property.
REVIEW:	When reviewing a rezoning request, staff considers the future land use recommendation of the Comprehensive Plan, surrounding land uses and desired development patterns. The proposed rezoning complies with proposed uses in the Comprehensive Plan and surrounding land uses, including matching existing uses to the east and south. For rezoning applications, the Plan Commission provides a recommendation to the Common Council. A public hearing will be held at the Council meeting prior to review of the rezoning by the Common Council.
STAFF RECOMMENDATION:	Staff recommends APPROVAL of the rezoning request subject to the following: 1. Meets all state and local regulations.

CITY OF DE PERE
RECEIVED
JAN 6 2017

CITY OF DE PERE

PLANNING DEPT.

APPLICATION FOR REZONING

Fee: \$ 305.00

Receipt #: 118347

Date: 1-06-17

Read all instructions provided before completing. If additional space is needed, attach additional pages. Type or use black ink.

SECTION 1: Applicant / Permittee Information

Applicant Name (Ind., Org. or Entity) John Michaud / GAMING MACHINE SUPPLY	Authorized Representative JOHN MICHAUD	Title OWNER	
Mailing Address 1116 MONEY CT	City De Pere	State WI	ZIP Code 54115
Email Address rjohnmichaud@gmail.com	Phone Number (incl. area code) 920-217-2128	Fax Number (incl. area code)	

SECTION 2: Landowner Information (complete these fields when project site owner is different than applicant)

Name (Ind. Org. or Entity) City of De Pere	Contact Person Peter Schleinz	Title City Planner	
Mailing Address 335 S. Broadway Street	City De Pere	State WI	ZIP Code 54115
Email Address pschleinz@mail.de-pere.org	Phone Number (incl. area code) 920.339.4043	Fax Number (incl. area code) 920.330.9491	

SECTION 3: Project or Site Location

Project Address/Description 2200 BLK American BLVD / Rezone property for proposed gaming machine business.	Parcel Number(s): WD-1379
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SECTION 4: Proposed Rezoning Use

Existing Zoning:	C-EO-2 (Corporate Executive Office District 2)		
Proposed Zoning:	I-B-2 (Industrial Business 2)		
Adjacent Zoning: North C-EO-2	Adjacent Zoning: South I-B-2	Adjacent Zoning: West Conservancy & I-B-2	Adjacent Zoning: East C-EO-2
Present Use of Parcel	Vacant City owned business park lot -- farmed.		
Proposed Use of Parcel	Gaming machine business -- Office area, warehouse/work area, parking lot.		

SECTION 5: Certification and Permission

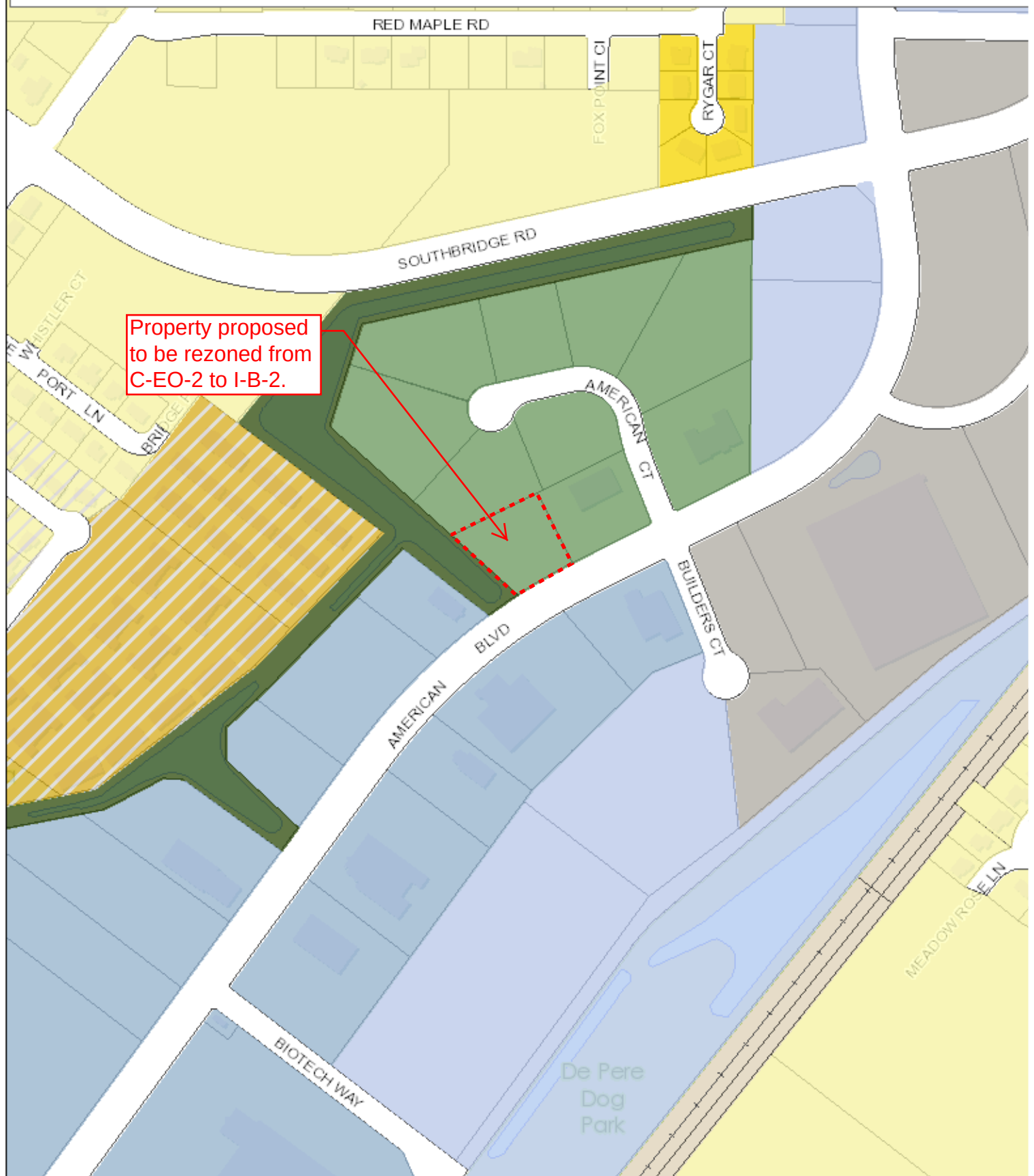
Certification: I hereby certify that I am the owner or authorized representative of the owner of the property which is the subject of this Permit Application. I certify that the information contained in this form and attachments is true and accurate. I certify that the project will be in compliance with all permit conditions. I understand that failure to comply with any or all of the provisions of the permit may result in permit revocation and a fine and/or forfeiture under the provisions of applicable laws.

Permission: I hereby give the City permission to enter and inspect the property at reasonable times, to evaluate this notice and application, and to determine compliance with any resulting permit coverage.

Name of Owner/Authorized Representative (please print) John Michaud	Title OWNER	Phone Number 920-217-2128
Signature of Applicant 		Date Signed 1/6/17

Attached additional sheets if necessary.

Proposed Rezoning from C-EO-2 to I-B-2 for Parcel WD-1379



Attachment: Rezoning Map (5423 : Ordinance #17-04, Rezoning Certain Property (Parcel WD-1379).)



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.

Map of De Pere, WI Provided By The De Pere Planning/GIS Department



01/16/2017

Packet Pg. 32

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 22, 2017

DEPARTMENT: Public Works

FROM: Scott Thoresen

SUBJECT: Recommendation from the Board of Public Works to Award the "Alternate Bid" for Dumpster Enclosure Construction to RJM Construction, LLC in the amount of \$48,500.

The Board of Public Works at the February 13, 2017 meeting approved the staff recommendation for the "alternate bid" in the amount of \$48,500 to be awarded to RJM Construction LLC. There is sufficient funding in the various TID budgets for this project. Last fall, the Engineering Department received bids for Project 16-20 Dumpster Enclosure Construction on September 8, 2016. The lowest bid with the preferred alternative was \$83,125.00 submitted by IEI General Contractors. The BOPW and Council rejected the bids with the intent to rebid the project with a second alternative to construct the enclosure with a decorative 8" block in addition to the original brick fascia.

The Engineering Department designed and received bids for Project 16-20 Dumpster Enclosure Construction Rebid on February 2, 2017. Two options were bid. The "base bid" is to construct the enclosures as originally designed which would include an interior block wall with a brick fascia that requires a foundation wall to support. The "alternate bid" is to construct the enclosures with 8" decorative block on an 8" reinforced concrete pavement. The City received five (5) bids. (See attached bid summary) The lowest bid was submitted by RJM Construction LLC for "base bid" = \$78,000 and "alternate bid" = \$48,500.

Staff held an informational meeting (See attached invite letter) for the Nicolet Square stakeholders to get their input as to what option they said they wanted constructed. (See power point presentation) Unfortunately, only one property owner showed up for the meeting (See attendance sheet). This property owner indicated to staff the option to move forward with is the "alternate bid" for the 8" decorative block on an 8" reinforced concrete pavement. Staff also received an email (see attached email) from another property owner they also would like to move forward with the "alternate bid" as well.

Also, at the informational meeting the proposed monthly costs for dumpster collection services for each parcel were also discussed for each option. (See attached assessments)

ATTACHMENTS:

- 16-20 Rebid Bid Tab (PDF)
- Nicolet Square Dumpster Meeting 2-6-17 (PDF)
- Dumpster Meeting 2-6-17 (PDF)
- 2-6-17 Nicolet Square Informational Meeting (PDF)

- 2-6-17 Dumpster Enclosure Email (PDF)
- Nicolet Square Dumpster Assessments - Actual Re- Bid Costs 2-6-17 (PDF)

**PROJECT 16-20 DUMPSTER ENCLOSURE CONSTRUCTION REBID
BID TABS**



								
				RJM Construction	Milbach Construction Service, Co.	IEI General Contractors, Inc.	Martell Construction, Inc.	NuGen Johnson, LLC
ITEM	DESCRIPTION	UNIT	QUANTITY	AMOUNT BID	AMOUNT BID	AMOUNT BID	AMOUNT BID	AMOUNT BID
BASE BID								
SP-01	Western Dumpster Enclosure Construction & Restoration (with footing, foundation & 4" brick veneer)	LS	1	\$38,600.00	\$40,508.00	\$47,365.00	\$48,594.70	\$73,840.00
SP-02	Eastern Dumpster Enclosure Construction & Restoration (with footing, foundation & 4" brick veneer)	LS	1	\$38,600.00	\$39,026.00	\$47,365.00	\$47,396.80	\$73,840.00
SP-03	Concrete Island Removal at Western Dumpster Enclosure	LS	1	\$800.00	\$875.00	\$100.00	\$840.00	\$1,200.00
TOTAL AMOUNT BASE BID				\$78,000.00	\$80,409.00	\$94,830.00	\$96,831.50	\$148,880.00
ALTERNATE BID								
SP-03	Concrete Island Removal at Western Dumpster Enclosure	LS	1	\$800.00	\$825.00	\$100.00	\$560.00	\$1,200.00
SP-04	Western Dumpster Enclosure Construction & Restoration (with 8- inch concrete slab with integral footing & 8-inch split-faced concrete masonry unit)	LS	1	\$23,850.00	\$30,210.00	\$34,285.00	\$34,802.90	\$48,925.00
SP-05	Eastern Dumpster Enclosure Construction & Restoration (with 8- inch concrete slab with integral footing & 8-inch split-faced concrete masonry unit)	LS	1	\$23,850.00	\$31,690.00	\$34,285.00	\$33,605.00	\$48,925.00
TOTAL AMOUNT ALTERNATE BID				\$48,500.00	\$62,725.00	\$68,670.00	\$68,967.90	\$99,050.00

Attachment: 16-20 Rebid Bid Tab (5533 : BOPW Recommendation to Award Dumpster Enclosure



City of De Pere

925 South Sixth Street
DePere, WI 54115-1199
Phone: 920-339-8095
Fax: 920-339-4071
Cell: 920-639-1003

Scott J. Thoresen
Director of Public Works
sthoresen@mail.de-pere.org
www.de-pere.org

January 30, 2017

**Re: Public Informational Meeting
Construction of Dumpster Enclosures for Nicolet Square Garbage & Recycling Collection**

Dear Property/Business Owner:

Please join City staff for an informational meeting to be held on Monday February 6, 2017 at 4:00 P.M. at the Municipal Service Center located at 925 S. Sixth Street in De Pere.

The purpose of this meeting is to discuss re-bidding the construction of the dumpster enclosures. Staff will be opening the re-bids on February 2, 2017 that will include two options:

- Option 1: Construct an enclosure built with interior block wall with a brick fascia that requires a foundation wall to support.
- Option 2: Construct an enclosure built with a basic decorative split block wall on a concrete slab.

The City needs input from the Nicolet Square stakeholders to determine which option the City should proceed with since the construction costs would be paid for by the benefitting Nicolet Square properties. Staff intends to bring forward the recommendations to the Board of Public Works meeting to be held on February 13, 2017.

If you have any questions or require additional information, please feel free to contact me.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

Scott J. Thoresen, P.E.
Director of Public Works

Cc: Mayor Walsh
Larry Delo, City Administrator
Kimberly Flom, Economic Development & Planning Director
Alderpersons

Attachment: Nicolet Square Dumpster Meeting 2-6-17 (5533 : BOPW Recommendation to Award Dumpster Enclosure Construction Rebid)

Nicolet Square Dumpster Enclosure Discussion 2-6-17

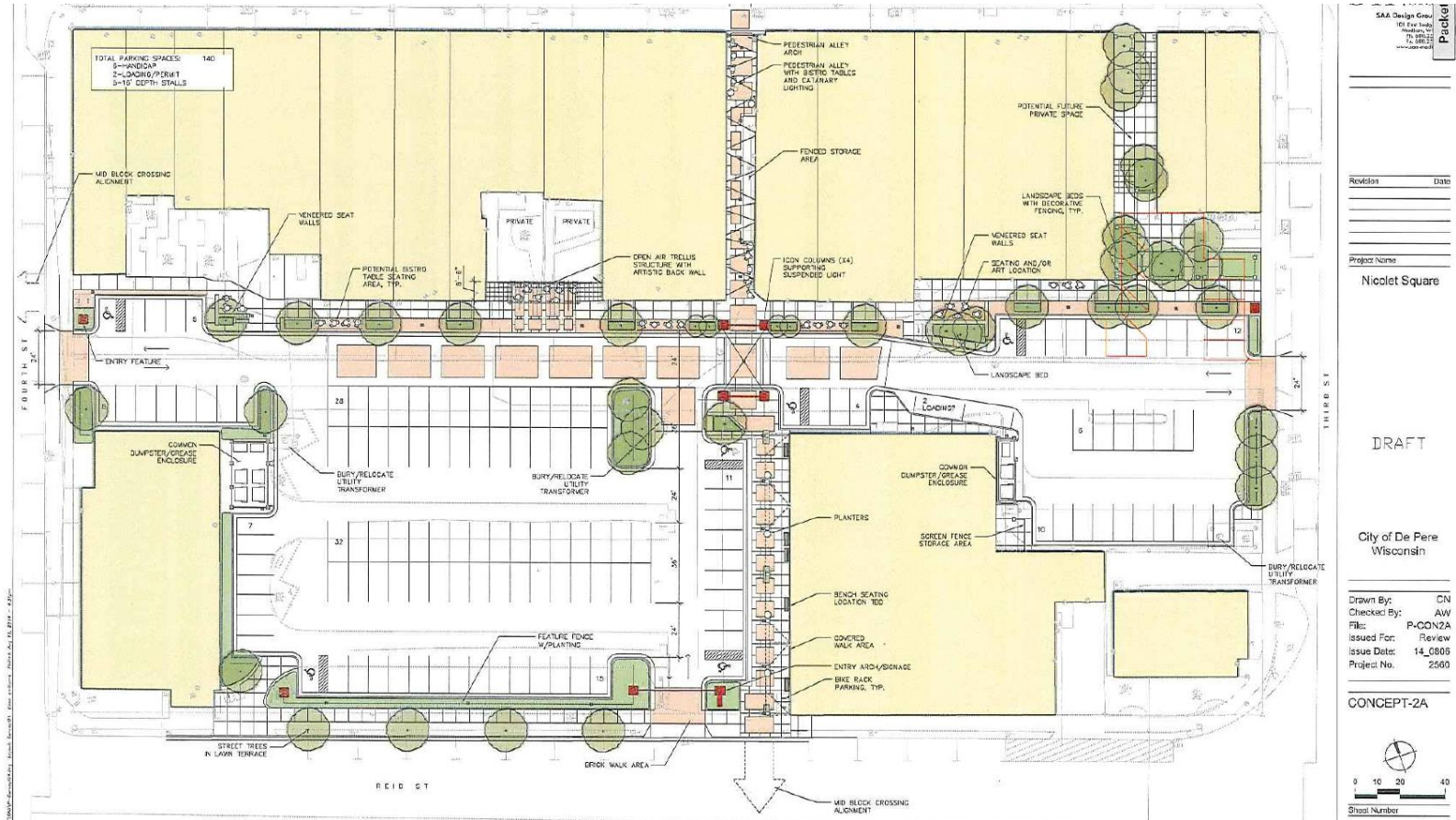
Purpose of Meeting

- Recap stakeholder meeting 11/1/16
- Discuss parking lot restriping
- Discuss enclosure designs that were bid
- Discuss how stakeholders want to proceed with preferred alternative for dumpster enclosures

11/1/16

Stakeholder Meeting Recap

Nicolet Square Master Plan



11/1/16 Stakeholder Meeting

Summary of Concerns:

- At \$2.5M, the cost to implement the master plan as approved, is not feasible and is not a viable option.
- Cost impact (possible assessment) to property owners is a critical consideration point.
- Loss of parking stalls is not desired.

11/1/16 Stakeholder Meeting

Recommendations:

- Consolidated garbage areas and enclosures that cost less than the current estimate. Possibly in a new location.
- A more detailed analysis of the existing lot and potential restriping options that would maintain parking spaces and also provide a small pedestrian realm area at the backs of the existing businesses.

Parking Lot Restriping

Nicolet Square – Existing Conditions

8.c

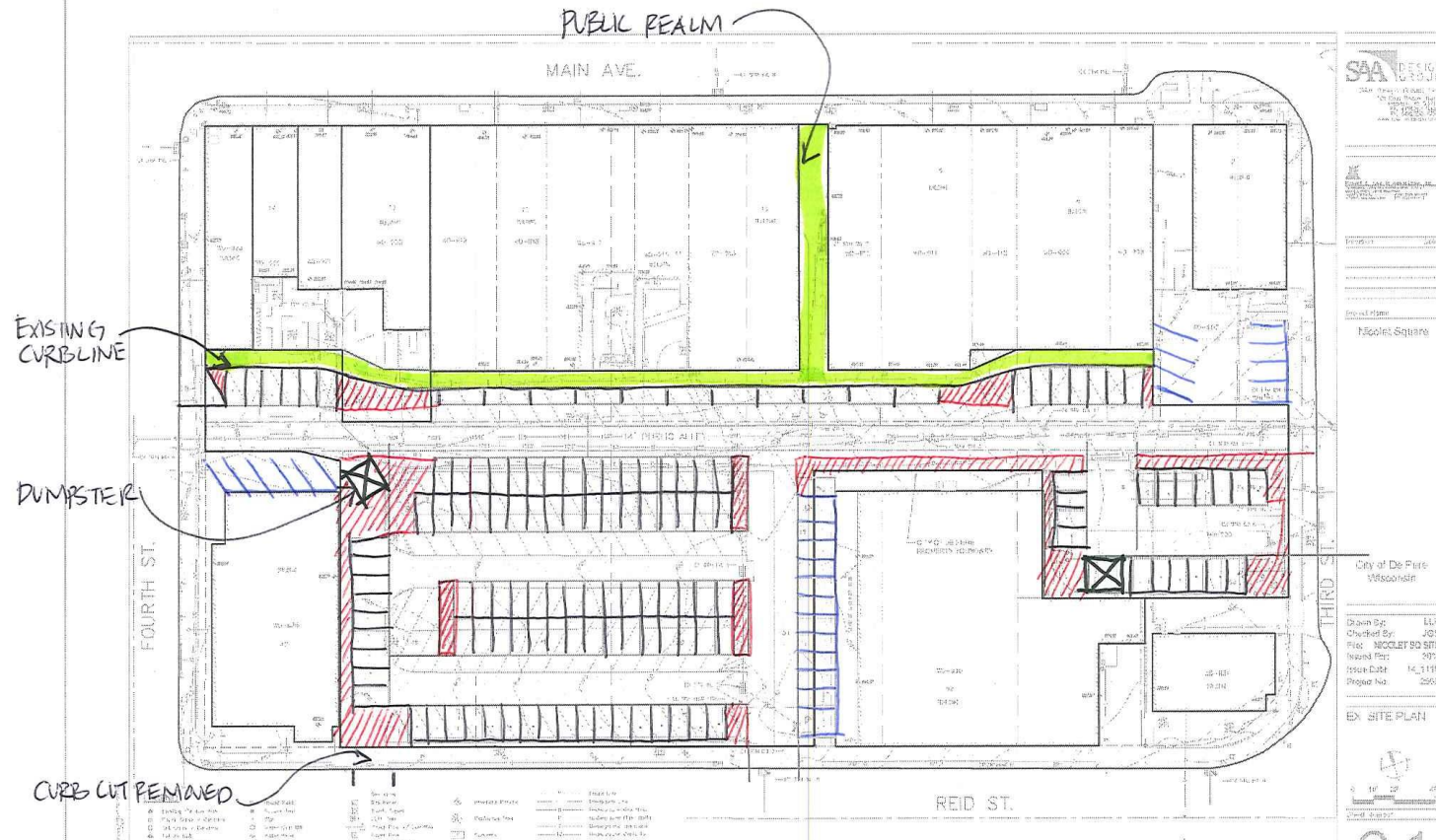


Private Stalls: 25
Semi Private: 3
New On Street Stall: 136
Total: 164

Attachment: Dumpster Meeting 2-6-17 (5533 : BOPW Recommendation to Award



Nicolet Square – Option A: Restriping



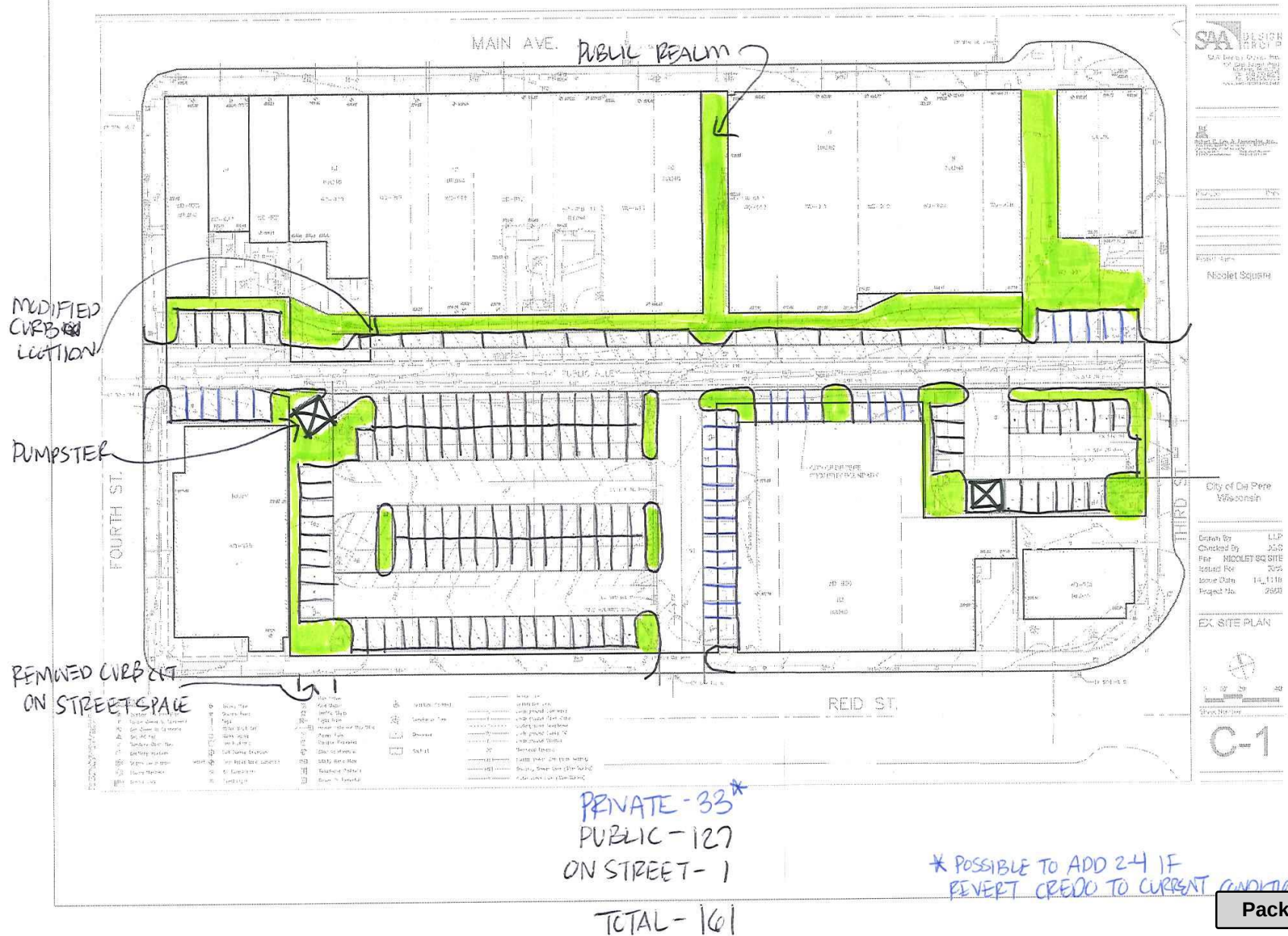
- Restriping and minimal curb removal.
- Minimal private property impact.
- Consolidated dumpster locations.
- 'Streetscape' feel along public realm.
- Two way perpendicular parking.
- Minimal to no cost to property owners.
- Minimal improvement to parking lot appearance.

Private Stalls: 25
 Public Stalls: 130
 New On Street Stall: 1
 Total: 156 (- 7*)

**Possible to add 8 private stalls*

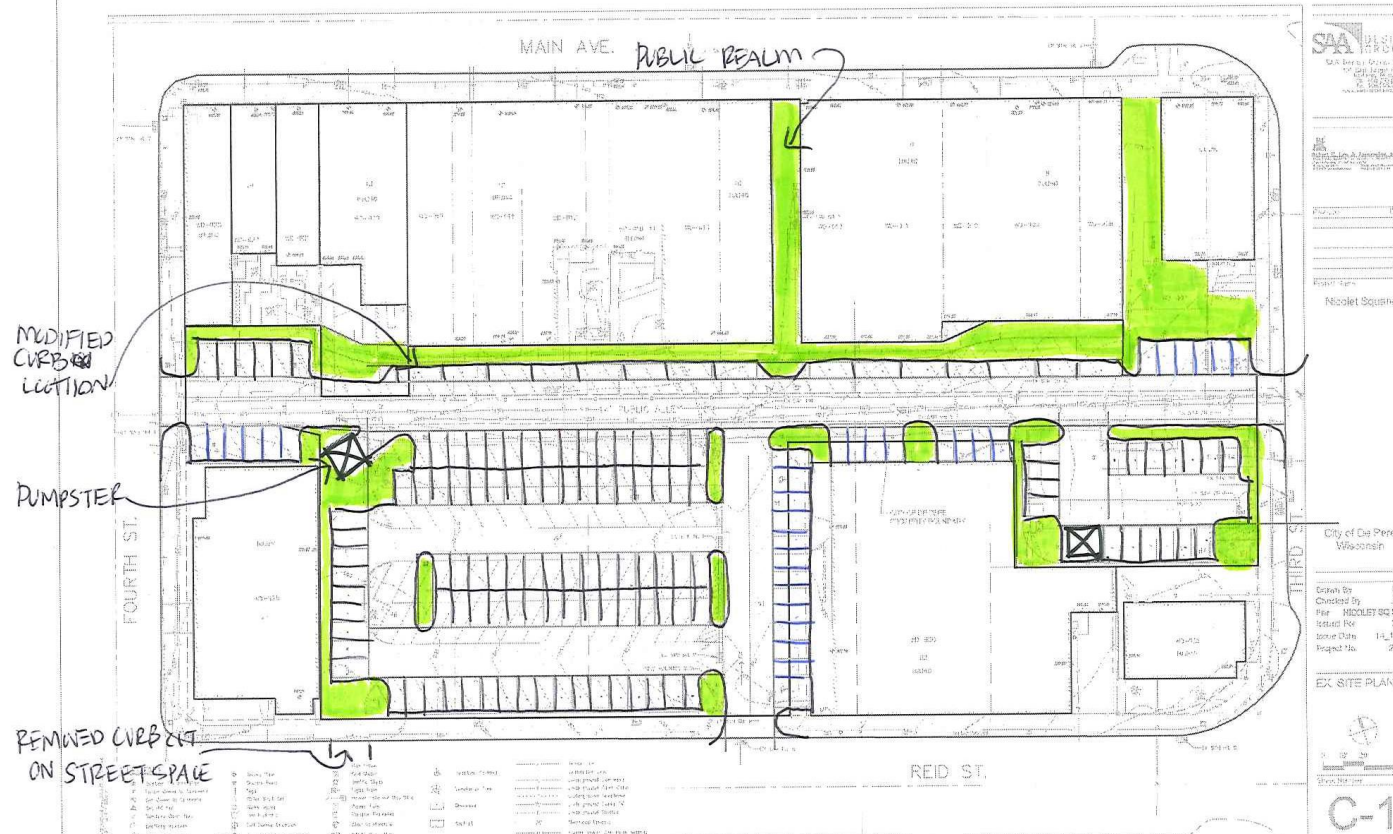
Nicolet Square – Option B: New Curbing

8.c



Nicolet Square – Option B: New Curbing

8.c



- Increased public realm with streetscape feel.
- Requires private property owner partnership.
- Consolidated dumpster locations.
- Two way perpendicular parking.
- Substantial cost reduction from original plan.
- More finished appearance of overall parking lot.

Private Stalls: 33

Public Stalls: 27

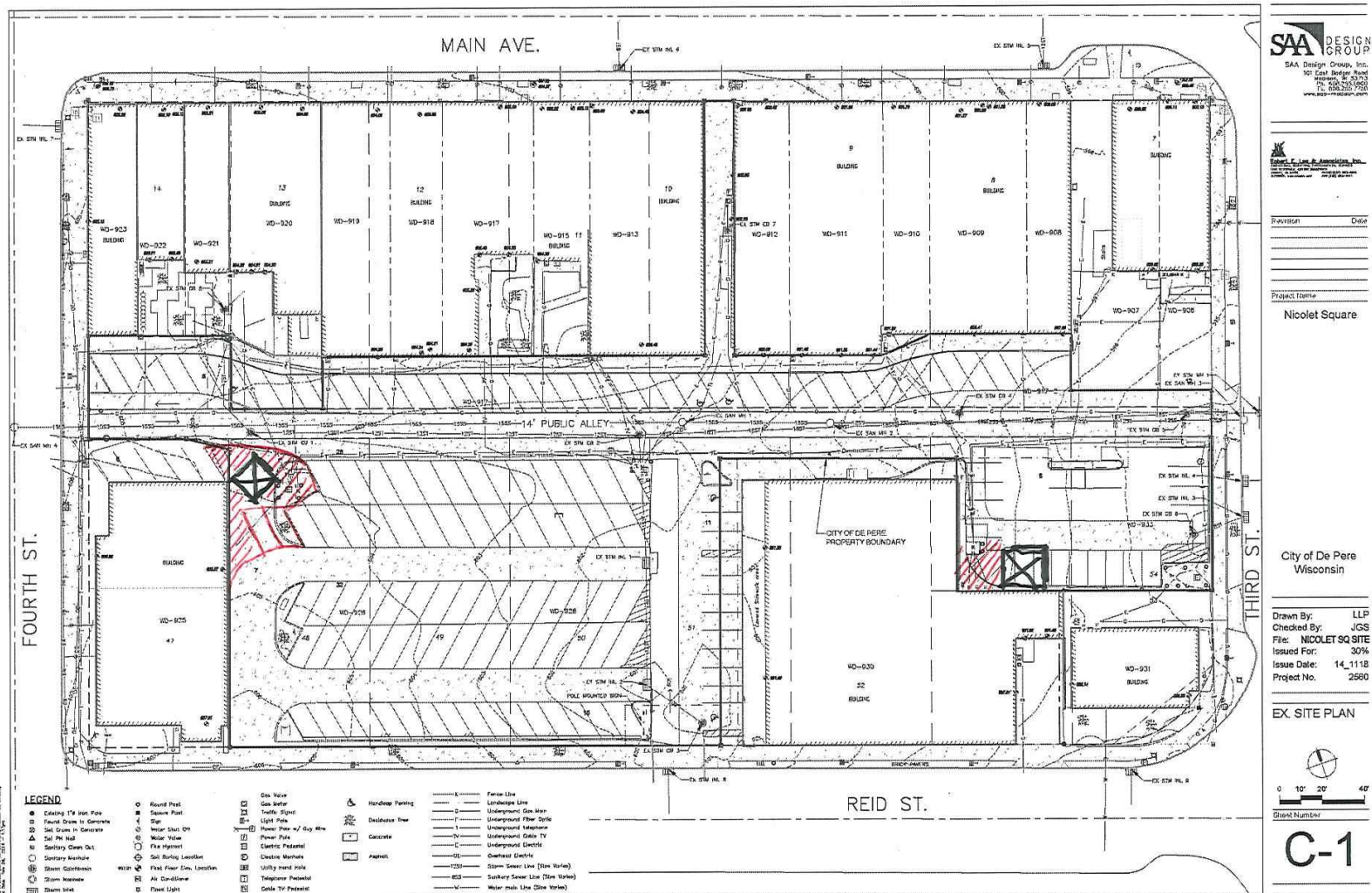
New On Street Stall: 1

Total: 161 (- 3*)

**Possible to add 2-4 private stalls*

Nicolet Square – Dumpster Locations in Existing Lot

8.c



PRIVATE - 25
SEMI PRIVATE - 3
PUBLIC - 136
TOTAL - 164

Attachment: Dumpster Meeting 2-6-17 (5533 : BOPW Recommendation to Award

Enclosure Designs Bid

- Base Bid – Original bid with brick fascia
- Alternate Bid – Block Enclosure
- Bid Summary

Decorative Block Enclosure



Decorative Block Color Options



Attachment: Dumpster Meeting 2-6-17 (5533 : BOPW Recommendation to Award

Color Decorative Block



Brick Fascia Enclosure



Brick Fascia Selected



Bid Summary

Rebid Summary

PROJECT 16-20 DUMPSTER ENCLOSURE CONSTRUCTION REBID BID TABS



				RJM Construction	Milbach Construction Service, Co.	IEI General Contractors, Inc.	Martell Construction, Inc.	NuGen Johnson, LLC
ITEM	DESCRIPTION	UNIT	QUANTITY	AMOUNT BID	AMOUNT BID	AMOUNT BID	AMOUNT BID	AMOUNT BID
BASE BID								
SP-01	Western Dumpster Enclosure Construction & Restoration (with footing, foundation & 4" brick veneer)	LS	1	\$38,600.00	\$40,508.00	\$47,365.00	\$48,594.70	\$73,840.00
SP-02	Eastern Dumpster Enclosure Construction & Restoration (with footing, foundation & 4" brick veneer)	LS	1	\$38,600.00	\$39,026.00	\$47,365.00	\$47,396.80	\$73,840.00
SP-03	Concrete Island Removal at Western Dumpster Enclosure	LS	1	\$800.00	\$875.00	\$100.00	\$840.00	\$1,200.00
TOTAL AMOUNT BASE BID				\$78,000.00	\$80,409.00	\$94,830.00	\$96,831.50	\$148,880.00
ALTERNATE BID								
SP-03	Concrete Island Removal at Western Dumpster Enclosure	LS	1	\$800.00	\$825.00	\$100.00	\$560.00	\$1,200.00
SP-04	Western Dumpster Enclosure Construction & Restoration (with 8-inch concrete slab with integral footing & 8-inch split-faced concrete masonry unit)	LS	1	\$23,850.00	\$30,210.00	\$34,285.00	\$34,802.90	\$48,925.00
SP-05	Eastern Dumpster Enclosure Construction & Restoration (with 8-inch concrete slab with integral footing & 8-inch split-faced concrete masonry unit)	LS	1	\$23,850.00	\$31,690.00	\$34,285.00	\$33,605.00	\$48,925.00
TOTAL AMOUNT ALTERNATE BID				\$48,500.00	\$62,725.00	\$68,670.00	\$68,967.90	\$99,050.00

Original Bid

PROJECT 16-20 DUMPSTER ENCLOSURES

BID TABS



	IEI General Contractors	RJM Construction LLC	Frank O. Zeise Construction Co., Inc.
DESCRIPTION	AMOUNT BID	AMOUNT BID	AMOUNT BID
Total Base Bid	\$73,423.00	\$85,200.00	\$113,967.00
Alternate 1 Bid	\$9,702.00	\$800.00	\$1,300.00
Total Base Bid Plus Alternate 1	\$83,125.00	\$86,000.00	\$115,267.00
Alternate 2 Bid	\$8,316.00	\$300.00	\$0.00
Total Base Bid Plus Alternate 2	\$81,739.00	\$85,500.00	\$113,967.00
Alternate 3 Bid	\$9,702.00	\$200.00	\$0.00
Total Base Bid Plus Alternate 3	\$83,125.00	\$85,400.00	\$113,967.00

Discuss How Stakeholders Want to Proceed

Cost of Enclosures Assessed

PROPOSED CITY GARBAGE & RECYCLE DUMPSTER COLLECTION								
PARCEL ID	OWNER	GARBAGE COMMERCIAL GENERATION RATE	DUMPSTER ACTUAL BID COSTS SPLIT BLOCK			DUMPSTER ACTUAL BID COSTS BRICK FASCIA		
			FIXED MONTHLY COSTS	GENERATOR RATE MONTHLY COSTS	FIXED & GENERATOR RATE MONTHLY COSTS	FIXED MONTHLY COSTS	GENERATOR RATE MONTHLY COSTS	FIXED & GENERATOR RATE MONTHLY COSTS
WD-906	PHE WI LLC	1.115	\$ 21.28	\$ 2.45	\$ 23.73	\$ 23.83	\$ 2.74	\$ 26.57
WD-907	B S ENTERPRISES OF DE PERE LLC	6.770	\$ 21.28	\$ 122.81	\$ 144.10	\$ 23.83	\$ 137.49	\$ 161.32
WD-908	313 MAIN IN DE PERE LLC	1.115	\$ 21.28	\$ 2.45	\$ 23.73	\$ 23.83	\$ 2.74	\$ 26.57
WD-909	GRETCHEN H LOCH	1.115	\$ 21.28	\$ 2.45	\$ 23.73	\$ 23.83	\$ 2.74	\$ 26.57
WD-910	KEY PROPERTY MANAGEMENT LLC	1.115	\$ 21.28	\$ 2.45	\$ 23.73	\$ 23.83	\$ 2.74	\$ 26.57
WD-911	TILKENS FAMILY LTD PRTSH	1.115	\$ 21.28	\$ 2.45	\$ 23.73	\$ 23.83	\$ 2.74	\$ 26.57
WD-912	NICK BROTHERS PARTNERSHIP	6.770	\$ 21.28	\$ 122.81	\$ 144.10	\$ 23.83	\$ 137.49	\$ 161.32
WD-913	MIRHASHEMI INC	6.770	\$ 21.28	\$ 122.81	\$ 144.10	\$ 23.83	\$ 137.49	\$ 161.32
WD-915	RONALD MANNING	1.115	\$ 21.28	\$ 2.45	\$ 23.73	\$ 23.83	\$ 2.74	\$ 26.57
WD-917	BALISON REAL ESTATE LLC	6.770	\$ 21.28	\$ 122.81	\$ 144.10	\$ 23.83	\$ 137.49	\$ 161.32
WD-918	CONNECTIVE PROPERTIES LLC	1.115	\$ 21.28	\$ 2.45	\$ 23.73	\$ 23.83	\$ 2.74	\$ 26.57
WD-919	CHANMINA LLC	6.770	\$ 21.28	\$ 122.81	\$ 144.10	\$ 23.83	\$ 137.49	\$ 161.32
WD-920	SAKS HOLDINGS LLC	1.115	\$ 21.28	\$ 2.45	\$ 23.73	\$ 23.83	\$ 2.74	\$ 26.57
WD-921	ABTS INVESTMENTS LLC	1.115	\$ 21.28	\$ 2.45	\$ 23.73	\$ 23.83	\$ 2.74	\$ 26.57
WD-922	DENNIS M & CLAUDIA D LARSON	1.115	\$ 21.28	\$ 2.45	\$ 23.73	\$ 23.83	\$ 2.74	\$ 26.57
WD-923	RAW LEGACY LLC	1.115	\$ 21.28	\$ 2.45	\$ 23.73	\$ 23.83	\$ 2.74	\$ 26.57
WD-925	LONNIE & CAROL MISHLER	1.115	\$ 21.28	\$ 2.45	\$ 23.73	\$ 23.83	\$ 2.74	\$ 26.57
WD-930	LUTSEY ENTERPRISES LLP	-			\$ -			\$ -
WD-931	AJANGO PROPERTIES LLC	1.115	\$ 21.28	\$ 2.45	\$ 23.73	\$ 23.83	\$ 2.74	\$ 26.57

Revised Nicolet Square Enclosures Timeline

- BOPW approval 2-13-17
- Council approval 2-21-17
- Construct in 2017
- Bid collection services 2017
- Ultimately implement dumpster collection services by December 2017 if not sooner

Questions???

Sign In

[illegible]

From: MaryAlexis <maryalexis@new.rr.com>
Monday, February 06, 2017 11:41 AM
To: Scott Thoresen; Eric Rakers; Kimberly T. Flom; Ron Manning; Larry Delo; Scott Crevier; Dean Raasch
Subject: Public informational meeting for Nicolet Square Garbage and Recycling

Greetings Scott

We received the letter about the meeting today, Monday February 6, 2017. If I am not able to make it to the meeting, Ron and I wanted to communicate our option preference.

We would support option 2. Construct an enclosure built with basic split block on a concrete slab.

As important however, is the placement of the enclosure and traffic flow around the dumpster enclosure on the west side of the lot. Several property and business owners agree that it is imperative that the dumpster enclosure not block traffic flow around the lot. When barricades were put up last summer that obstructed traffic flow, it became apparent that impeding traffic in the lot is very problematic.

This issue must be addressed before the enclosure is built.

If the dumpster enclosure location on the west side of the lot is to remain where it was originally suggested, you will likely have to eliminate some parking slots and move the curbing that allows traffic to flow in both directions up and down the lanes that are adjacent to the parking slots. I would suggest, as I recommended last summer, that you contact the city engineer, city planner and others who are in charge of parking and traffic flow to come up with a common sense solution to address this.

Thank you for your attention to this matter.

Cheers

MaryAlexis Pfutzenreuter

Ron Manning

345 Main Avenue

Sent from my iPad

PROPOSED CITY GARBAGE & RECYCLE DUMPSTER COLLECTION

DUMPSTER ACTUAL BID COSTS SPLIT BLOCK

DUMPSTER ACTUAL BID COSTS BRICK FASCIA

PARCEL ID	OWNER	GARBAGE COMMERCIAL GENERATION RATE	FIXED MONTHLY COSTS	GENERATOR RATE MONTHLY COSTS	FIXED & GENERATOR RATE MONTHLY COSTS	FIXED MONTHLY COSTS	GENERATOR RATE MONTHLY COSTS	FIXED & GENERATOR RATE MONTHLY COSTS
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WD-931	AJANGO PROPERTIES LLC	1.115	\$ 21.28	\$ 2.45	\$ 23.73	\$ 23.83	\$ 2.74	\$ 26.57

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: February 22, 2017

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Recommendation from the Plan Commission regarding land designation and location for future Fire Station #3.

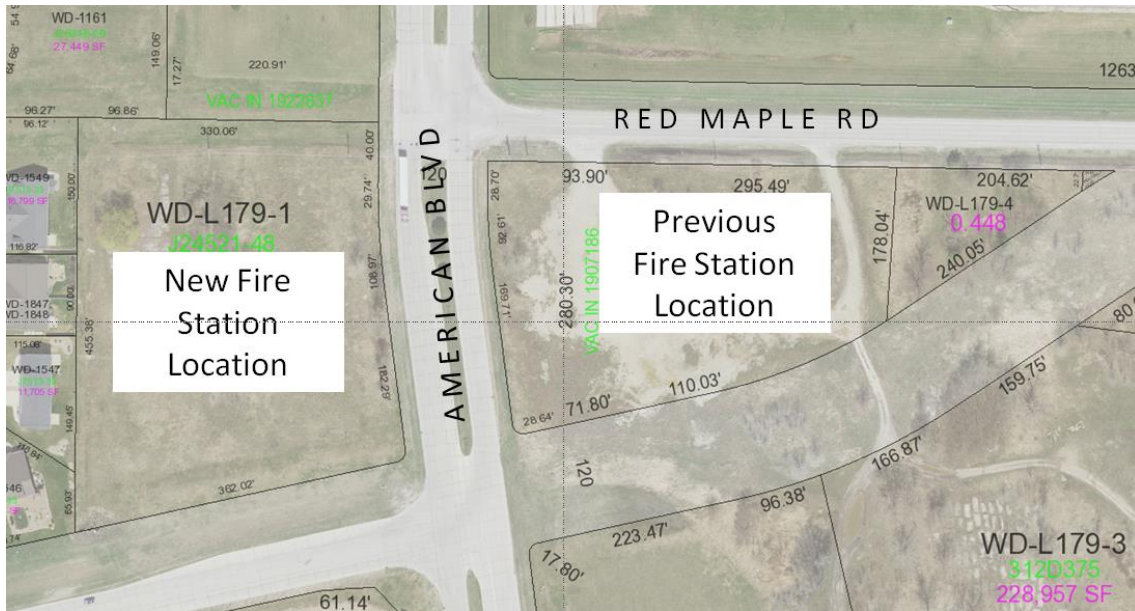
On January 23, 2017, the Plan Commission voted 5-0 to recommend relocating the hold on property located at the southeast corner of Red Maple Rd and American Boulevard (for future Fire Station #3) to the northwest corner of American Boulevard and Southbridge Road.

ATTACHMENTS:

- PC Report Fire Station 3 1-23-2017 (DOCX)
- Planning commission memo (PDF)

Item 5: Review possible land and location for future Fire Station #3.

SITE MAP



Property Location

REQUESTED ACTION: Review a new proposed location for future Fire Station #3.

REQUEST SUMMARY: In the fall of 2015, the Plan Commission and City Council placed a 'hold' on parcels WD-L479-3, WD-L-179-4, WD-L-179-5-1 as a location for future Fire Station #3. Per the meeting minutes, other property in the area would be considered if the selected parcel received any development interest.

The Battlehouse/Ninja Warrior project is now proposed for these parcels so staff recommends a new location across the street for the future Fire Station.

Parcel WD-L179-1 provides a location near the Southbridge Corridor as well as the potential to access the site in two areas in order to permit 'drive through' movements from the fire trucks. A memo from Fire Chief Matzke is attached for review.

If there were significant development interest on Parcel WD-L179-1, staff would bring this item back to the Plan Commission and Council for discussion.

STAFF RECOMMENDATION: Staff recommends relocating the preferred location for future Fire Station #3 from the southeast corner of Red Maple Road and American Boulevard to the Northwest Corner of Southbridge and American Boulevard and that this item be forwarded to Council for consideration.

Memo



To: Honorable Mayor Michael Walsh
Members of the De Pere Planning Commission

From: Al Matzke, Fire Chief *AEM*

Date: January 12, 2017

Re: Land and Location Proposal for De Pere Fire Station 3

It has been brought to my attention by Economic Development & Planning Director Kimberly Flom that she has an interested party that may want to locate a business on the parcel WD-L179-3.

This parcel has been set aside for a proposed future fire rescue facility, which was outlined in a memo dated July 7, 2015 from Chief Dennis Rubin (copy of memo attached).

The Economic Development & Planning Director has suggested another parcel WD-L179-1 as an alternative site for the proposed future fire rescue facility.

Parcel WD-L179-1 meets all of the criteria of parcel WD-L179-3 and I support the recommendation of the Economic Development & Planning Director.



Memo

To: Honorable Mayor Michael Walsh
Members of the De Pere Planning Commission

From: Dennis L. Rubin, Fire Chief

Date: July 7, 2015

Re: Land and Location Proposal for De Pere Fire Station 3

The Fire Department would like to request the support and approval of the De Pere Planning Commission to procure the land to construct Fire Station 3 in the southwest quadrant of our City. After careful consideration and with much discussion, the Fire Department believes that the City of De Pere owned site located on American Boulevard at Red Maple Road consisting of 2.93 acres of land would be a desirable site location to build the next De Pere Fire – Rescue Station. This parcel of land has the legal description as WD-L179-3.

The location of this property will provide the needed response time coverage to the south and west quadrants of De Pere. Currently, the area that this proposed fire station would provide response coverage for does exceed the five (5) minute response time goal set by the Department. As the Planning Commission is aware, emergency response times are mission critical when help is needed to manage an emergency medical or fire response call for assistance from our citizens and visitors.

Public safety is the bedrock of a community's vitality ensuring that folks feel safe and secure in the homes, places of employment, schools and recreation facilities. With the addition of the proposed De Pere Fire Station, the city will be properly covered by fire engines and ambulances.

As a quick review, the best time to intervene at a life threatening emergency medical response is no more than four to six minutes (hence the reason why the 5 minute response target time was selected). In this window of time, the "survivable patient" has the very best chance of recovering from their injuries or illness and returning to a normal productive life. Using the analogy of a traffic light, the lens color at this point would be green (potential savable patient).

If the emergency response window is stretched from seven to ten minutes, the patient outcomes will likely not be as acceptable. Permanent and irreversible brain damage will likely

occur with patients that are breathless and pulseless (their heart has stopped) for periods of time longer than six minutes. If bleeding is substantial and not controlled or replaced (with IV fluids), death is highly likely. The yellow lens is now lit, using the traffic light comparison. The margin is very thin to save a human life of someone that the response time exceeds the five minute response standard.

Increase the paramedic care arrival time to ten minutes or beyond and death is the most likely patient outcome. Life-saving care and transportation to an appropriate hospital after such a long time delay is generally futile. The traffic light has now lit up red and as such the notion is that the critical patient is no longer savable. In true emergency cases, it is rare to experience saving a life if the response time is ten minutes or longer. In the few true emergency cases that patients do survive long delay in receiving care, their recover is very slow and with substantive brain damage.

As a further benefit and opportunity, this location will be desirable to both of our neighboring fire departments. We are in discussions with both Lawrence and Ledgeview Fire Departments to determine the best and most efficient use of a fire station building at the proposed location. Both agencies have expressed a willingness to continue to discuss exploring just how a tri-community approach might be the most efficient and effective for all. The focus will be on service delivery and not on any one changing or losing their communities unique identity. In fact, these discussions have led us to explore the possibilities of establishing a joint training program that will be mutually beneficial. Ashwaubenon Public Safety Department has expressed an interest in possibly locating an ambulance in the Grant Street Fire Station (west side). To have all three communities working closer together with us to provide the best services possible to this portion of Brown County, will be in the best interest for all concerned.

Finally, once the new fire station site is determined, the design phase of the project will be added to the City's seven year Capital Improvement Budget starting in 2017. Design is tentatively scheduled to be completed in 2024 with construction tentatively scheduled for 2025.

The plat plan for this property, as well as the 5 minute response zones, is included as attachments for your review. If the De Pere Planning Commission would consider approval of this request for final action by the Common Council, it would be greatly appreciated. Thank you for your consideration of this request. I stand ready to respond to any questions that the Commission may have at this time.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 22, 2017

DEPARTMENT: Public Works

FROM: Eric Rakers

SUBJECT: Resolution #17-09, Authorizing State/Municipal Agreement Revisions (#2) for Allard Street and Revisions (#3) for Erie Street and Helena Street Improvement Projects.

The Board of Public Works at the February 13, 2017 meeting approved the recommended State Municipal Agreement (SMA) revisions and forwarded them to the Council for approval.

The City has obtained grants for three streets under the STP-U grant program. Under this program, the City receives grant funding for up to 80% of eligible project costs. The three streets include:

- Allard Street – Grant Street to Reid Street
- Erie Street – O’Keefe Street to Virginia Drive
- Helena Street – Suburban Drive to Sixth Street

The project is bid through the Wisconsin Department of Transportation (WisDOT). Because of this, a State Municipal Agreement (SMA) is required between the City and WisDOT. Each of these streets is treated as a separate project with separate funding due to Federal requirements. Each project also has a separate SMA. These projects are being constructed this year. Revised construction estimates have been generated with the final design. Based on the final estimates, a reallocation of federal funds for construction is being done. \$40,000 of construction funds is being reallocated from Allard with \$20,000 to Erie Street and \$20,000 to Helena Street. The total project costs shown below vary due to changes in engineering and review, which are a percent of construction. With the change, a new SMA is required for each project.

The revised summary for the project costs, with City costs shown in *italics* is as follows:

Project ID/Description	<i>Proposed SMA Cost</i>	<i>Revised SMA Cost</i>
ID 4985-00-51/52 – Allard Street – Grant to Reid	\$390,557 (\$78,111)	\$340,558 (\$68,112)
ID 4985-00-53/54 – Erie Street – O’Keefe to Virginia	\$705,716 (\$141,413)	\$730,716 (\$146,143)
ID 4985-00-57/58 – Helena Street – Suburban to Sixth	\$922,528 (\$184,510)	\$947,528 (\$189,510)

This work is scheduled to occur in 2017.

ATTACHMENTS:

- Reso17-09 (DOCX)
- Exhibit A 4985 00 51_52 C DEPERE, ALLARD ST, GRANT ST-REID ST REV 2_02022017 (PDF)
- Exhibit B 4985 00 53_54 C DEPERE, ERIE ST, O'KEEFE ST - VIRGINIA DR REV 3_02022017 (PDF)
- Exhibit C 4985 00 57_58 C DEPERE, HELENA ST, SUBURBAN TO 6TH ST REV 3_02022017 (PDF)

RESOLUTION #17-09

AUTHORIZING STATE/MUNICIPAL AGREEMENT REVISIONS (#2) FOR
ALLARD STREET AND REVISIONS (#3) FOR ERIE STREET AND
HELENA STREET IMPROVEMENT PROJECTS

WHEREAS, the State of Wisconsin Department of Transportation (DOT) and the City are parties to a Revised State/Municipal Agreement (authorized by Resolution #15-66) for the Allard Street Improvement Project and 2nd Revised State/Municipal Agreements (authorized by Resolution #16-88) for the Erie and Helena Street Improvement Projects; and

WHEREAS, the final design estimates have adjusted the anticipated construction costs for these street improvement projects, requiring revised Agreements to reallocate funds in order to capture 80% federal funding for each project; and

WHEREAS, the new State/Municipal Agreement Revision (#2) for the Allard Street Project and new State/Municipal Agreement Revisions (#3) for the Erie and Helena Street Projects incorporate the revised scope of the work, and copies of those Revised State Municipal Agreements are attached and incorporated as Exhibits A, B and C respectively; and

WHEREAS, the Board of Public Works has reviewed this matter and recommends that the City enter into the attached State/Municipal Agreement Revision (#2) Allard Street and Revisions (#3) Erie and Helena Streets.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is hereby authorized and directed to enter into the State/Municipal Agreement Revision (#2) Allard Street and Revisions (#3) Erie and Helena Streets, Exhibits A, B and C, respectively.

BE IT FURTHER RESOLVED THAT:

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

Resolution #17-09
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey Danen, Deputy Clerk

Ayes: _____

Nays: _____

Attachment: Reso17-09 (5534 : Resolution #17-09, Authorizing State/Municipal Agreement Revisions (#2) for Allard Street and Revisi)

 2nd REVISION STATE/MUNICIPAL AGREEMENT FOR A STATE- LET URBANIZED AREA STP-URBAN PROJECT <i>This agreement supersedes the agreement signed by the Municipality on July 15, 2015 and signed by DOT on July 20, 2015.</i> Program Name: STP-Urban Population Group: STP-URBAN OVER 200,000 Sub-program #: 206	Revised Date: FEBRUARY 2, 2017 Date: JUNE 5, 2014 I.D.: 4985-00-51/52 Road Name: C DEPERE, ALLARD ST Limits: GRANT ST TO REID ST County: BROWN Roadway Length: 0.18 miles Functional Classification: MAJOR COLLECTOR Project Sponsor: CITY OF DE PERE Urbanized Area: GREEN BAY UZA
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The signatory, City of De Pere, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility consists of 2-14 lanes of an urban cross section. The existing pavement is asphalt. It has longitudinal, transverse cracking, and some spot alligator cracking. It was last improved in 1998. There is existing curb and gutter, sidewalk, and bicycle accommodations. There is existing lighting.

Proposed Improvement - Nature of work: The proposed project is resurfacing of the urban cross section. The new pavement will be hot mix asphalt with curb and gutter. Permanent and temporary pavement marking and signing will be installed. Lateral storm sewer lines will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **N/A.**

The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 80% federal funding up to a maximum of \$272,446 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$272,446 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2019. **In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4985-00-51					
Design	\$40,000	\$32,000	80% *	\$8,000	20% + BAL
State Review	\$53,590	\$42,871	80% *	\$10,719	20% + BAL
ID 4985-00-52					
Participating Construction	\$185,793	\$148,634	80% *	\$37,159	20% + BAL
Non-Participating Construction	\$0			\$0	100%
State Review	\$61,175	\$48,941	80% *	\$12,234	20% + BAL
Total Est. Cost Distribution	\$340,558	\$272,446	N/A	\$68,112	N/A

*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is \$272,446 for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 - 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of De Pere** (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of the State:

Name	Title	Date
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GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

- a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
- b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that “no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
- f. All DBE requirements that the State specifies.
- g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
- h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.

5. The work will be administered by the State and may include items not eligible for Federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below. While federal funding is only currently available for design, the items listed below are illustrative of items that will be 100% locally funded should the project receive federal funding for construction.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Real estate for the improvement.
 - i. Other 100% Municipally funded items: N/A
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.

13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
 - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
 - c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
 - d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be

adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.

- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. The Municipality agrees to the following 2013-2018 Urbanized Area STP-Urban project funding conditions:
 - a. ID 4985-00-51: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. ID 4985-55-51: Real estate is funded 100% by the Municipality. Real estate acquisition is 100% the responsibility of the municipality.
 - c. ID 4985-55-51: Utility items are funded 100% by the Municipality.

d. ID 4985-00-52: Construction:

- i. Costs for resurfacing: are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 22-f).
- e. Project Cap:** In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$272,446**. This federal funding cap applies to all federally funded project phases.

[End of Document]



**3rd REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET URBANIZED
AREA STP-URBAN PROJECT**

This agreement supersedes the agreement signed by the Municipality on August 16, 2016 and signed by DOT on November 29, 2016.

Program Name: STP-Urban

**Population Group:
STP-URBAN OVER 200,000
Sub-program #: 206**

Revised Date: FEBRUARY 2, 2017

Date: JUNE 6, 2014

I.D.: 4985-00-53/54

Road Name: C DEPERE, ERIE ST

Limits: OKEEFE ST TO VIRGINIA DR

County: BROWN

Roadway Length: 0.63 miles

Functional Classification: MAJOR COLLECTOR

Project Sponsor: CITY OF DE PERE

Urbanized Area: GREEN BAY UZA

The signatory, City of De Pere, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility has 2-12 foot lanes that consists of an urban cross section. The existing pavement is asphalt and was last improved in 1998. There are existing sidewalks and bicycle accommodations. There is an existing lighting system.

Proposed Improvement - Nature of work: The proposed project consists of resurfacing the urban cross section. The new pavement will be asphalt with curb and gutter. Lateral storm sewer lines will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements: **N/A.**

The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 80% federal funding up to a maximum of \$584,573 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$584,573 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Utility costs are 100% locally funded. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2018. **In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4985-00-53					
Design	\$55,000	\$44,000	80% *	\$11,000	20% + BAL
State Review	\$53,590	\$42,872	80% *	\$10,718	20% + BAL
ID4985-00-54					
Participating Construction	\$538,126	\$430,501	80% *	\$107,625	20% + BAL
Non-Participating Construction	\$0			\$0	100%
State Review	\$84,000	\$67,200	80% *	\$16,800	20% + BAL
Total Est. Cost Distribution	\$730,716	\$584,573	N/A	\$146,143	N/A

*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is \$584,573 for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 - 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of De Pere** (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of the State:

Name	Title	Date
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GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:

- a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
- b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
- c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
- d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
- e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
- f. All DBE requirements that the State specifies.
- g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
- h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 / 2015-2020 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
- 5. The work will be administered by the State and may include items not eligible for Federal participation.

6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Other 100% Municipally funded items: N/A
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.
12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The

written request shall explain the reasons for project implementation delay and revised timeline for project completion.

14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.

15. The Municipality will at its own cost and expense:

- a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
- e. Provide complete plans, specifications, and estimates.
- f. Provide relocation orders and real estate plats.
- g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.

16. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters,

billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

22. Non-Appropriation of Funds: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:

- a. ID 4985-00-53: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 24-c). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
- b. ID 4985-00-54: Construction:
 - i. Costs for resurfacing: are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 24-c).
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 24-c).
- c. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$584,573**. This federal funding cap applies to all federally funded project phases.

[End of Document]



**3rd REVISION
STATE/MUNICIPAL AGREEMENT
FOR A STATE- LET URBANIZED
AREA STP-URBAN PROJECT**

This agreement supersedes the agreement signed by the Municipality on August 17, 2016 and signed by DOT on November 29, 2016.

Program Name: STP-Urban

**Population Group:
STP-URBAN OVER 200,000
Sub-program #: 206**

Revised Date: February 2, 2017

Date: JUNE 6, 2014

I.D.: 4985-00-57/58

Road Name: C DEPERE, HELENA ST

Limits: SUBURBAN DRIVE TO SIXTH ST

County: BROWN

Roadway Length: 0.11 miles

Functional Classification: MAJOR COLLECTOR

Project Sponsor: CITY OF DE PERE

Urbanized Area: GREEN BAY UZA

The signatory, City of De Pere, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway or street improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Existing Facility - Describe and give reason for request: The existing facility consists of 2-12 lanes of an urban cross section. The existing pavement consists of asphalt and was last improved in 2002. The pavement is experiencing block cracking throughout the corridor. There is existing sidewalk and bicycle accommodations. There is an existing lighting system.

Proposed Improvement - Nature of work: The proposed improvement is for resurfacing the urban cross section. The proposed pavement is Hot Mix Asphalt with concrete curb and gutter. Lateral storm sewer will be installed.

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable Federal requirements:
N/A

The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:

Project design and construction costs are funded with 80% federal funding up to a maximum of \$758,018 for all federally-funded project phases when the municipality agrees to provide the remaining 20% and all funds in excess of the \$758,018 federal funding maximum, in accordance with the STP Urban program guidelines for projects in urbanized areas. Utility costs are 100% locally funded. Non-participating costs are 100% the responsibility of the municipality. Any work performed by the Municipality prior to federal authorization is not

eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year 2018. **In accordance with the State's sunset policy for Urbanized Area STP Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2015, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary Funding Table below are federal maximum amounts unless explicitly identified otherwise. The final Municipal share is dependent on the final Federal participation, and actual costs will be used in the final division of cost for billing and reimbursement.

PHASE	SUMMARY OF COSTS				
	Total Est. Cost	Federal Funds	%	Municipal Funds	%
ID 4985-00-57					
Design	\$65,800	\$52,640	80% *	\$13,160	20% + BAL
State Review	\$45,469	\$36,374	80% *	\$9,095	20% + BAL
ID 4985-00-58					
Participating Construction	\$747,930	\$598,344	80% *	\$149,586	20% + BAL
Non-Participating Construction	\$0			\$0	100%
State Review	\$88,329	\$70,660	80% *	\$17,669	20% + BAL
Total Est. Cost Distribution	\$947,528	\$758,018	N/A	\$189,510	N/A

*The percentage of project costs covered by federal funding at approval, 80%, is based on TIP Committee Action. Due to the federal funding cap, which is \$758,018 for all federally-funded project phases, this percentage may change over the life of the project.

This request is subject to the terms and conditions that follow (pages 3 - 8) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signed for and in behalf of: **City of De Pere** (please sign in blue ink.)

Name	Title	Date
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Signed for and in behalf of the State:

Name	Title	Date
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GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable Federal and State laws, Executive Orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition the Municipality agrees not to engage in any illegal discrimination in violation of applicable Federal or State laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113 and Wis. Stat. 103.50.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06.
 - f. All DBE requirements that the State specifies.
 - g. Federal Statutes that govern the Surface Transportation Program, including but not limited to 23 U.S.C. 133.
 - h. General requirements for administering federal and state aid set forth in Wis. Stat. 84.03.

STATE RESPONSIBILITIES AND REQUIREMENTS:

4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2013-2018 / 2015-2020 Urbanized Area STP-Urban program. Federal funding will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).

- f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary Engineering and design.
 - j. Management Consultant and State Review Services.
5. The work will be administered by the State and may include items not eligible for Federal participation.
6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to Federal funds. Upon completion of the project, a final audit will be made to determine the final division of costs. If reviews or audits show any of the work to be ineligible for Federal funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

7. Work necessary to complete the 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
- a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.
 - b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards, in accordance with the current WisDOT Facilities Development Manual (FDM).
 - h. Other 100% Municipally funded items: N/A
8. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by WisDOT prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
9. Work to be performed by the Municipality without Federal funding participation necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
10. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
11. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), sexual orientation as defined in s. 111.32 (13m), or national origin.

12. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed Federal financing commitments or are ineligible for Federal financing. In order to guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
13. **In accordance with the State's sunset policy for Urbanized Area STP-Urban projects, the subject 2013-2018 / 2015-2020 Urbanized Area STP-Urban improvement must be constructed and in final acceptance within six years from the start of State Fiscal Year 2014, or by June 30, 2020.** Extensions may be available upon approval of a written request by or on behalf of the Municipality to WisDOT. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
14. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
15. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks and parking lanes [including snow and ice removal]) for such maintenance through statutory requirements in a manner satisfactory to the State, and will make ample provision for such maintenance each year.
 - b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
 - c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
 - d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the project.
 - e. Provide complete plans, specifications, and estimates.
 - f. Provide relocation orders and real estate plats.
 - g. Use the *WisDOT Utility Accommodation Policy* unless it adopts a policy, which has equal or more restrictive controls.
 - h. Provide maintenance and energy for lighting.
 - i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism or other cause.
16. It is further agreed by the Municipality that:
 - a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all of its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
 - b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer or anyone hired, contracted or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special

provisions. The Municipality will reimburse WisDOT if WisDOT incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.

- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the Contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such "Manual of Uniform Traffic Control Devices" as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred in by the Federal Highway Administration.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under Federal aid highway regulations, posters, billboards, roadside stands, or other private installations prohibited by Federal or State highway regulations will not be permitted within the right-of-way limits of the project. The municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the Federal Highway Administration, and that no such installations will be permitted to be erected or maintained in the future.

LEGAL RELATIONSHIPS:

- 17. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
- 18. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
- 19. Contract Modification: This State/Municipal Agreement can only modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally.
- 20. Binding Effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third- party enforcement rights.
- 21. Choice of Law and Forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The Parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

- 22. Non-Appropriation of Funds: With respect to any payment required to be made by the Department under this State/Municipal Agreement, the parties acknowledge the Department's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Project Sponsor or the Department may

terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.

23. Maintenance of Records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Project Sponsor, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the Department. The Department reserves the right to audit and inspect such records and accounts at any time. The Project Sponsor shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

24. The Municipality agrees to the following 2013-2018 / 2015-2020 Urbanized Area STP-Urban project funding conditions:
- a. ID 4985-00-57: Design is funded with 80% federal funding, when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 24-c). This phase includes Plan Development, Management Consultant Review, and State Review. The work includes project review, approval of required reports and documents and processing the final PS&E document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality.
 - b. ID 4985-00-58: Construction:
 - i. Costs for resurfacing: are funded with 80% federal funding when the municipality agrees to provide the remaining 20%. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 24-c).
 - ii. Costs for this phase include an estimated amount for state review activities, to be funded 80% with federal funding and 20% by the Municipality. This portion of the project is subject to the cumulative project federal funding cap (see sub-item 24-c).
 - c. Project Cap: In accordance with STP-Urban program guidelines for projects in urbanized areas, State action and TIP Committee action, this project has a federal funding cap of **\$758,018**. This federal funding cap applies to all federally funded project phases.

[End of Document]

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 22, 2017

DEPARTMENT: Planning

FROM: Kimberly Flom

SUBJECT: Resolution #17-10, Authorizing Agreement for Consulting Services
Between the City of De Pere and Robert W. Baird & Co.
Incorporated (Creation of TID #13).

At their meeting on February 14, 2017, the Finance/Personnel Committee moved 4-0 to move the Main and Lawrence Redevelopment Area/Roundabout and Proposed TID #13 Consultant Agreement item to Council for consideration.

While quotes to create a TID had been received from 3 consultants, more information was needed in order to provide a recommendation. That information has been received and reviewed. Staff recommends hiring Baird to complete TID #13 at an amount of \$6,750. This work will be funded by TID #13.

ATTACHMENTS:

- Reso17-10 (DOCX)
- Consulting Agreement-Robert W. Baird & Co. - Exhibit 1 (PDF)
- Main Lawrence Redevelopment CC Memo 2-22-17 (DOCX)

RESOLUTION #17-10

AUTHORIZING AGREEMENT FOR CONSULTING SERVICES BETWEEN
THE CITY OF DE PERE AND ROBERT W. BAIRD & CO. INCORPORATED
(Creation of TID #13)

WHEREAS, the City is in need of development and consulting services for the creation of a tax increment financing district and project plan for construction for the City's Main Avenue/Lawrence Drive Corridor; and

WHEREAS, Robert W. Baird & Co. Incorporated has available and offers to provide personnel and equipment necessary to accomplish such services within the required time; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and Clerk-Treasurer are authorized and directed to execute the Agreement for Consulting Services Between the City of De Pere and Robert W. Baird & Co. Incorporated, as is attached hereto as Exhibit 1.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey Danen, Deputy Clerk

Ayes:_____

Nays:_____

**AGREEMENT FOR SERVICES BETWEEN THE
CITY OF DE PERE AND ROBERT W. BAIRD & CO. INCORPORATED
(Creation of TID #13)**

THIS AGREEMENT made and entered into this ____ day of _____, 2017,
by and between the City of De Pere, a Wisconsin municipal corporation ("City"), and Robert W.
Baird & Co. Incorporated (Baird), a Wisconsin corporation ("Consultant").

WITNESSETH

WHEREAS, the City is in need of contracting with a public financial consulting company
for potential creation of a new tax increment financing district and project plan for the City's
Main Avenue/Lawrence Drive corridor; and

WHEREAS, Consultant has available and offers to provide personnel and facilities
necessary to accomplish the work within the required timeframe.

NOW THEREFORE, City and Consultant agree as follows:

I. DESCRIPTION OF PROJECT

The project entails consulting services for a proposed TID generally located in the
commercial area located east and south of the U.S. Highway 41 and Main Avenue interchange
also known as the Main Avenue/Lawrence Drive Corridor. The terms of Consultant's Proposal
dated January 13, 2016, for the development of said tax increment financing district, is attached
hereto as Exhibit A and incorporated by reference. If a conflict exists between Exhibit A and the
terms and conditions of this Agreement, the terms of this Agreement shall prevail.

If, during the course of performing the work, City and Consultant agree that it is
necessary to make changes in the project, such changes will be incorporated into this Agreement
only by written amendment, signed by the parties.

II. SCOPE OF CONSULTING SERVICES

The scope of services on this project shall include:

- Final TID boundary and type determination.
- Assist in discussion with potential developers/property owners.
- Assist in the evaluation of the type of TID District.
- Evaluate economic feasibility of various TID scenarios with cash flow analysis.
- Develop TID creation timeline.
- Draft and develop project plan (with exception of mapping).
- Meet with City staff to facilitate analysis/discussion of the TID plan.
- Meet with City staff, Committees and Boards as needed.

Any change to the scope of services as identified herein or those described in Exhibit A shall be defined in writing and authorized by both parties prior to performing such work. Such writing shall include the scope of work to be done, schedule for commencing and completing the work and the basis for compensation for such work.

III. SCOPE OF CITY SERVICES

City agrees to provide the Consultant items such as existing plans, standard specifications, and other information concerning the project that may be applicable in the design of the project, as are available.

IV. AUTHORIZATION, PROGRESS, AND COMPLETION

In signing this Agreement, the City grants the Consultant specific authorization to proceed with the work described herein.

V. OWNERSHIP AND FORM OF DOCUMENTS

All documents created, maintained or received during the course of this Agreement, including those in electronic form, shall be deemed the property of City and Consultant shall not be considered the owner of any such document nor shall the Consultant retain any common law, statutory, or other right therein, including copyright, patent, or trademark. To that end, Consultant agrees to and hereby does assign and transfer to City all rights, title, and other interests in such drawings, specifications, or other documents, which rights shall including copyright, trademark, or patent rights therein, unless City fails to pay Consultant for such drawings specifications and other documents, in which case the ownership and all rights shall revert to the Consultant.

City hereby grants Consultant a non-exclusive license to use the documents created pursuant to this Agreement, including any standard details used herein.

Consultant acknowledges that, as the Consultant to City, a Wisconsin municipality, Wis. Stats. §19.36(3) applies to it and records produced by it pursuant to this contract are subject to the public records law to the extent they would otherwise be if maintained by the City. Consultant agrees that, within 10 business days of a written request of City, it shall forward to City any such contract or records maintained by Consultant as are requested by City. Such records shall be in the format requested by City provided that such records are kept and maintained in that format. City shall reimburse Consultant for its reasonable costs incurred in complying with this paragraph.

Consultant further agrees to indemnify the City from all costs City incurs should Consultant fail to comply with these requirements.

VI. CONFIDENTIALITY OF INFORMATION

Consultant understands that, during the course of work under this contract, Consultant may become privy to confidential information of City. Consultant shall maintain the confidentiality of all information specifically designated confidential by City unless withholding such information would violate the law, create a significant harm, or risk of significant harm, to the public.

VII. TIME FOR COMPLETION

The parties hereto agree that time is of the essence in completion of the project as required under Exhibit A. Should Consultant encounter any circumstances, which, in the Consultant's opinion, will delay their response time, Consultant shall so inform the City as soon as the delay in response time is known.

VIII. COMPENSATION

The City agrees to pay, and the Consultant agrees to accept, compensation as identified in Exhibit A. Payment to the Consultant is due within 10 days after receipt of invoice by the City. Compensation for special services shall be as agreed upon by the City and Consultant and set forth in the written authorization for special services.

IX. RESPONSIBILITY OF CONSULTANT

The Consultant is employed to render a professional service only, and any payments made to the Consultant are compensation solely for such services rendered and recommendations made in carrying out the work. The Consultant shall follow the practice of its profession to make findings, opinions, factual presentations, and professional advice and recommendations.

X. NON-DISCRIMINATION

The Consultant agrees that, in performing under this Agreement with the City, it will not discriminate against any employee, applicant for employment or any other person or member of the public on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, arrest record, conviction record, military service, use or non-use of lawful products off the employer's premises during nonworking hours, declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other basis provided under Wis. Stats. §111.321.

XI. INSURANCE

A. The Consultant shall maintain during the life of the Agreement, the following minimum public liability and property damage insurance to cover claims for injuries, including accidental death, as well as from claims for property damages which may arise from the performance of work under the Agreement as stated below:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability and broad form property damage liability. The combined single limit for bodily injury and property damage shall not be less than \$1,000,000; with additional umbrella liability insurance coverage for a total of not less than \$2,000,000.
2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented and hired cars. The combined single limit for bodily injury and property damage shall be not less than \$600,000.
3. Statutory workers compensation and employers' liability insurance as required by the state having jurisdiction.
4. Professional liability insurance covering damages resulting from errors and omissions of the Consultant. The limit of liability shall be \$1,000,000 or the total consultant's fee on the project, whichever is greater.

B. Proof of Insurance. The Consultant shall furnish the City with a Certificate of Insurance and additional insured endorsement countersigned by a Wisconsin Resident Agent or Authorized Representative of the insurer indicating that the Consultant meets the insurance requirements identified above. The Certificate of Insurance shall include a provision prohibiting cancellation of said policies except upon 30 days' prior written notice to the City and shall name the City as an additional insured under Consultant's general and professional liability policies for the specific contract or project covered. A copy of the Certificate of Insurance and endorsement shall be delivered to the City prior to execution of the agreement for final approval.

XII. ALLOCATION OF RISKS

To the fullest extent permitted by law, the Consultant shall indemnify and hold harmless the City, City's officers, directors, partners, and employees from and against any and all costs, losses, and damages (including, but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) caused by the gross negligent acts or omissions of Consultant or Consultant's officers, directors, partners, employees, and Consultant's Consultants in the performance and furnishing of Consultant's services under this Agreement.

To the fullest extent permitted by law, Consultant's total liability to City and anyone claiming by, through or under City for any cost, loss or damages caused in part by the negligence of Consultant or Consultant's subcontractor and in part by the negligence of City or any other negligent entity or individual, shall not exceed the percentage share that Consultant's or Consultant's subcontractor negligence bears to the total negligence of City, Consultant and all other negligent entities and individuals.

XIII. SUBCONTRACTS

The Consultant shall obtain the written consent of the City prior to subcontracting any portion of the work to be performed under this project. The Consultant shall be responsible to the City for the actions of person and firms performing subcontract work.

XIV. ASSIGNMENT

This Agreement is binding on the heirs, successors, and assigns of the parties hereto. This Agreement is not to be assigned by either the City or Consultant without the prior written consent of the other.

XV. INTEGRATION

This Agreement represents the entire understanding of the City and Consultant as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing signed by both parties.

XVI. JURISDICTION

This Agreement shall be administered and interpreted under the laws of the State of Wisconsin. Jurisdiction of litigation arising from this Agreement shall be in that state. If any part of this Agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in full force and effect.

XVII. SUSPENSION OF WORK

The City may suspend, in writing, all or a portion of the work under this Agreement in the event unforeseen circumstances beyond the control of the Contractor make normal progress in the performance of the work impossible. The Consultant may request that the work be suspended by notifying the City, in writing, of circumstances which are interfering with normal progress of the work. If agreed, the time for completion of the work shall be extended by the number of days the work is suspended by Contractor through no fault of Contractor. In the event that the period of suspension exceeds 90 days, the terms of this Agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project in accordance with Article XVIII.

XVIII. TERMINATION OF WORK

The City may terminate all or a portion of the work covered by this Agreement for its convenience. Either the City or the Consultant may terminate work in the event the other party fails to perform in accordance with the provisions of this Agreement. Termination of this Agreement is accomplished by 15 days prior written notice from the party initiating termination

to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, the Consultant shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The additional time for filing and closing shall not exceed 10 percent of the total time expended on the completed portion of the project prior to the effective date of termination.

The Consultant shall be compensated for the completed portion of the work on the basis of work actually performed prior to the effective date of termination plus the work required for filing and closing.

XIX. MEDIATION

All claims, disputes and other matters in question between the parties of this Agreement arising out of or relating to this Agreement or breach thereof, which are not disposed of by mutual agreement of the parties, shall be subject to mediation as a condition precedent to the institution of legal proceedings by either party. If such claim, dispute or other matter involves a lien arising out of the Consultant's services, the Consultant may proceed in accordance with applicable law to comply with lien notice and filing deadlines prior to resolution of the matter by mediation.

The City and Consultant shall attempt to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be filed in writing with the other party to this Agreement. The request may be made concurrently with the filing of a civil action, but mediation shall proceed in advance of legal proceedings.

The parties shall share the mediator's and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

XX. NOTICES

Any notification required or needed under the contract shall be sent via First Class Mail to the following:

If to City:
City of De Pere
Attn: City Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

If to Consultant:

Robert W. Baird & Co. Incorporated
Attn: Justin Fischer, Vice President
777 East Wisconsin Avenue
Milwaukee, WI 53202

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first above written.

ROBERT W. BAIRD &
CO. INCORPORATED

CITY OF DE PERE, WISCONSIN

By: _____
Name: _____

By: _____
Michael J. Walsh, Mayor

By: _____
Name: _____

By: _____
Carey Danen, Deputy Clerk

GENERAL CONSULTING SERVICES AGREEMENT

THIS GENERAL CONSULTING SERVICES AGREEMENT (this "Agreement") is entered as of this 13th day of January, 2017 by and between City of De Pere, Wisconsin ("Client") and Robert W. Baird & Co. Incorporated ("Baird").

RECITALS:

WHEREAS, Client seeks to retain Baird to provide general consulting services and Baird desires to provide such services, on the terms set forth in this Agreement;

WHEREAS, Client understands and acknowledges that the services to be provided under this Agreement are regarding the development of a TIF district and does not contemplate or relate to a future issuance of municipal securities; and

WHEREAS, Client's decision to retain Baird to provide general consulting services and Client's execution and delivery of this Agreement have been approved by all necessary action on the part of Client.

NOW THEREFORE, the parties hereto agree as follows:

I. Scope of Work

Baird shall provide the following general consulting services to Client, if and when requested by Client:

- Assist in discussions with potential developers
- Assist in the evaluation of the type of TIF District
- Evaluate economic feasibility of various TIF District scenarios
- Develop TIF District #13 creation timeline
- Draft TIF District #13 project plan (with the exception of mapping)
- Meet with City staff (in person or electronically) to facilitate analysis/discussion of the TIF District #13 project plan
- Attend public meetings (in person or electronically) to present the TIF District #13 project plan
- Assist the City in compiling the necessary documents for submission to DOR.

II. Financial Advisory or Underwriting Services

This Agreement pertains only to general consulting services and expressly does not cover any financial advisory, underwriting or other services that are directly related to any specific financings or offerings. Client understands that the term "financial advisory services" means any financial advisory or consultant services with respect to an issuance of securities, including advice with respect to the structure, timing, terms and other similar matters concerning such issuance.

If Client proposes, determines or undertakes to effect an issuance of municipal securities at any time during the term of this Agreement, Client may engage Baird as financial advisor or underwriter with respect to such issuance. If Client determines to so engage Baird and Baird determines to accept such engagement, Client and Baird would enter into a separate written financial advisory or underwriting engagement letter. Client understands that if Baird serves as financial advisor in connection with an offering to be sold at competitive bid Baird will not be able to bid or otherwise underwrite or serve as agent for the placement of the securities. Client also understands that if Baird acts as underwriter on an offering sold on a negotiated basis Baird may not also serve as financial advisor on that offering but, in the course of acting as underwriter, may render advice to Client, including advice with respect to the structure, timing, terms and other similar matters concerning the offering. Client further understands that Baird's primary role as underwriter would be to purchase, or arrange the placement of, securities in an arm's-length commercial transaction between Client and Baird and that Baird, as underwriter, would have financial and other interests that differ from those of Client.

III. Compensation and Terms of Payment

For the general consulting services provided hereunder, Baird shall receive the following compensation:

A fixed fee equal to \$6,750, payable within 10 business days upon completion of the Scope of Work as outlined above.

Baird will be responsible for paying all out-of-pocket costs and expenses it incurs that relate to the general consulting services it provides hereunder.

IV. Information to Be Furnished to Baird

All information, data, reports and records necessary for performing under this Agreement shall be furnished to Baird without charge by Client, and Client shall provide such cooperation as Baird may reasonably request to assist Baird in providing the services hereunder.

V. Limitation of Liability

Client agrees that neither Baird nor its employees, officers, agents or affiliates shall have any liability to Client for the Services provided hereunder except to the extent it is judicially determined that Baird engaged in gross negligence or willful misconduct.

VI. Term of the Agreement

This Agreement shall become effective on the date hereof and shall continue unless and until terminated by either party upon at least 30 days written notice to the other party.

Upon termination of this Agreement, Baird shall be entitled to just and equitable compensation for any services provided prior to such termination for which Baird has not previously received compensation.

VII. Non-Discrimination

Baird, as the supplier of general consulting services covered by this Agreement, will not discriminate in any way in connection with the Agreement in the employment of persons, or refuse to continue the employment of any person, on account of the race, creed, color, sex, national origin, or other protected class of such person or persons.

VIII. Miscellaneous

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement may not be amended or modified except by means of a written instrument executed by both parties hereto. This Agreement may not be assigned by either party without the prior written consent of the other party. This Agreement represents the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, arrangements, understandings, negotiations and discussions between the parties involving such subject matter. Baird is registered as a municipal advisor with the Securities Exchange Commission and Municipal Securities Rulemaking Board.

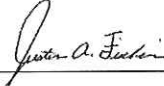
IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

City of De Pere

Robert W. Baird & Co. Incorporated

By: _____

Its: _____

By:  _____

Its: Vice President, Justin Fischer

City of De Pere MEMORANDUM



To: Finance & Personnel Committee

From: Kimberly Flom, Economic Development & Planning Director

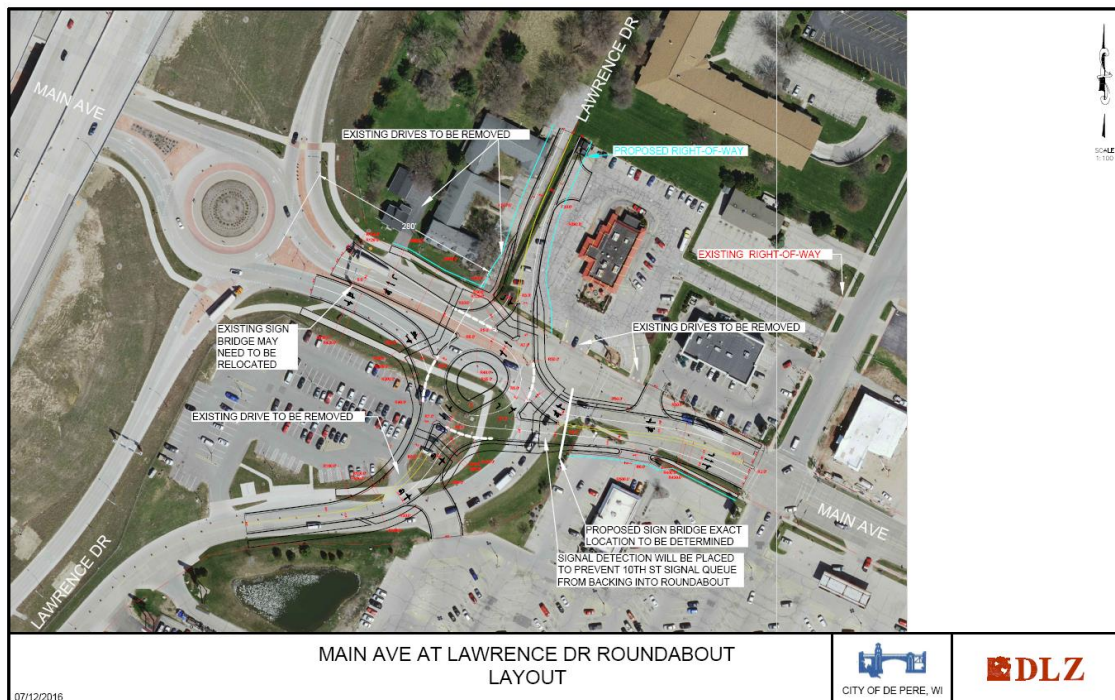
Date: February 14, 2017

RE: **Main-Lawrence Roundabout/Redevelopment Area and Consultant Agreement for Proposed TID #13.**

This memo provides an overview of the work that has been completed to date for a potential roundabout at Main Avenue and Lawrence Drive and also includes a request to hire a consultant to assist in the creation of a TID in order to fund infrastructure improvements and facilitate redevelopment.

Over the past few years, the City has been exploring the opportunity to construct a roundabout at Main Avenue and Lawrence Drive in order to address safety and traffic flow issues posed by the current intersection configuration. Without improvements, it is expected that traffic will back up into the IH41 access ramps by 2020. In addition to improving safety, access and traffic flow, the roundabout will also provide improved access that may spur the redevelopment of nearby properties.

The preliminary analysis of this project has taken some time due to the proximity of the proposed roundabout to the existing IH41 access ramp roundabout.



Preliminary Roundabout Design

Summary of Activities to Date

- 2011. Analysis by Traffic Analysis & Design, Inc. (TADI) confirms traffic flow and safety concerns around the intersection, including undesirable levels of service at the McDonalds driveway.
- 2015-2016. The City and our consultant, DLZ, work with WisDOT in generating various traffic modeling to determine the feasibility and functionality of a roundabout located near the existing roundabout.
- 2016. Roundabout preliminary design presented to the Plan Commission.
- 2016. Staff contacts surrounding property owners to inform them of the project and solicit feedback.
- 2016. Rezoning of parcels west of McDonalds from residential to commercial.
- 2016. WisDOT confirms feasibility of roundabout traffic counts, park n ride redesign, and possible construction closure alternatives. DLZ prepares cost estimate based on a full closure and a partial closure.
- 2017. City submits formal access request letter to WisDOT in order for Lawrence Drive to extend north of Main Avenue. Letter reviewed at the regional office and submitted to central office. Comments and a decision anticipated in late February/early March.
- 2017. Preliminary TID boundary and cashflow work completed. Quotes secured from three consultant companies.

Roundabout Cost

Constructing the roundabout is currently estimated to cost between \$2.1M and \$2.5M depending on whether the project is completed as a full or partial closure. Soft costs are estimated between \$500,000 to \$1,000,000 (the range is due to the uncertainty of property acquisition costs).

The City can assess for this type of infrastructure project, but based on the redevelopment potential of surrounding properties, a tax increment financing district (TID) may also be employed in order to reduce or limit property tax assessments. A TID may also help spur additional development along and around Main Avenue, which is one of De Pere's primary commercial corridors.

Timing

In order to address the safety and traffic concerns in a timely manner, as well as support redevelopment efforts in the area, our goal is to construct the roundabout in 2018. Facilitating that timeline requires the consideration to create a TID District, finalize roundabout design, and then acquire necessary property. This is a complex project and the schedule will adjust as necessary based on the completion of specific milestones.

Preliminary TID Analysis

Possible increment (generated by new development projects), likely TID costs, type of TID and timing of TID creation are primary considerations when contemplating the formation of a new TID District. The Main and Lawrence area is benefitted by strong interest in development and redevelopment that could help support the roundabout project, as well as other possible infrastructure improvements, like a regional storm water detention facility. Here are other factors to consider:

- A preliminary, and conservative, cash flow analysis indicates that \$3.1 to \$3.8M in increment is possible with a mixed use TID (20-23 years).
- Due to the commercial nature of the area, the TID boundary will have a larger impact on the 12% maximum amount of land permitted in a TID than previous districts/amendments.

- The best type of TID is not determined at this time. A mixed-use TID provides 20-23 years of increment while a blight/redevelopment TID provides 27-30 years of increment.
- The developer for the vacant property west of McDonald's has offered to enter into a Developer's Agreement that would guarantee \$4M of assessed value (property is currently valued at \$576,500).
- TID increment will primarily be used to fund infrastructure, with very little, if any, increment available as direct project incentives.

TID #13 Consultant

Staff has received quotes from three qualified TID Consultants (Ehlers, Baird & SEH) that range from \$6,750 to \$10,000. The scope of work includes:

- Assist in discussions with potential developers/property owners.
- Assist in the evaluation of the type of TID District.
- Evaluate economic feasibility of various TID scenarios.
- Develop TID creation timeline.
- Develop project plan (with exception of mapping).
- Meet with City staff to facilitate analysis/discussion of the TID Plan.
- Meetings with City staff, committees and boards as needed.

Based on qualifications and price, staff recommends hiring Baird to complete the work for TID #13 at an amount of \$6,750. TID #13 will fund the work by refunding the Economic Development/Planning Consultant budget after the TID #13 is established.

Please contact me (kflom@mail.de-pere.org or 920-339-4043) with any questions regarding this item.

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 22, 2017

DEPARTMENT: Information Technology

FROM: Kevin Clark

SUBJECT: Resolution #17-11, Authorizing Agreement Between City of De Pere, Saint Norbert College, Inc. And Downtown De Pere Inc. (Downtown De Pere Promotional Video).

The Finance and Personnel Committee moved to approve the Videography Agreement at the February 14, 2017 meeting with a vote of 4-0.

The City of De Pere, St. Norbert College, and Definitely De Pere are working together to create a pair of videos to promote the downtown. The first video is a 2-minute highlights video, and the second video will have testimonials added to the highlights video. To protect intellectual property and determine how the videos can be utilized it was recommended that an agreement be drafted.

ATTACHMENTS:

- Reso17-11 (DOCX)
- SNC-Definitely De Pere Videography Agreement-FINAL1-17-122-001-16 (PDF)

RESOLUTION #17-11

AUTHORIZING AGREEMENT BETWEEN THE CITY OF DE PERE,
ST. NORBERT COLLEGE, INC. AND DOWTOWN DE PERE INC.
(Downtown De Pere Promotional Video)

WHEREAS, City, St. Norbert College, Inc. and Definitely De Pere share a general interest in wishing to promote De Pere and its downtown business districts; and

WHEREAS, City, St. Norbert College, Inc. and Definitely De Pere all have individually- created works of art in the form of photography and videography, which are being utilized to create promotional videos; and

WHEREAS, the Parties desire to enter into an Agreement to protect each entity's rights, title and interest in the intellectual property in its photographic and video works; and

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

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor and the Clerk-Treasurer are authorized and directed to execute the Agreement Between the City of De Pere, St. Norbert College, Inc. and Downtown De Pere, Inc., attached hereto as Exhibit A.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey Danen, Deputy Clerk

Ayes: _____

Nays: _____

Attachment: Reso17-11 (5543 : Resolution #17-11, Authorizing Agreement Between City of De Pere.)

**AGREEMENT BETWEEN THE CITY OF DE PERE, ST. NORBERT
COLLEGE, INC. AND DOWNTOWN DE PERE INC.**

THIS AGREEMENT is entered into this _____ day of _____, 2017, by and between the City of De Pere, a Wisconsin municipal corporation (“City”), St. Norbert College, Inc., an institution of higher learning and non-stock corporation (“St. Norbert”), and Downtown De Pere Inc., doing business as Definitely De Pere (“Definitely De Pere”), collectively referred to as “the Parties”.

WHEREAS, the Parties share general interest in wishing to promote De Pere and specific interest in promoting the downtown business districts of De Pere; and

WHEREAS, the City, St. Norbert and Definitely De Pere have individually created new works of art in the form of photography and videography, which are more completely described below; and

WHEREAS, the Parties wish to memorialize their desire to promote De Pere by creating and using video promotional tools created for that purpose.

NOW THEREFORE, upon the promises and obligations contained herein, together with such other consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

I. CITY PHOTOGRAPHIC AND VIDEO INTELLECTUAL PROPERTY

A. The City owns all rights, title and interest in the intellectual property, including copyright (common and statutory), patent and trademark, in the following described original photographic and video works, hereinafter “City Video Works”:

1. video clip described as Black Boot Interior, created 08/02/2013
2. video clip described as Celebrate De Pere-Crowd, created 05/30/2010
3. video clip described as Celebrate De Pere-Band, created 05/27/2012
4. video clip described as Celebrate De Pere-Rides, created 05/27/2012
5. video clip described as Riverwalk Scissors Bridge, created 06/30/2012
6. video clip described as Wildlife Viewing Pier, created 07/14/2016
7. video clip described as Fishing Dock, created 04/11/2014
8. video clip described as Riverwalk and Locktender House, created 06/30/2012
9. video clip described as Farmers Market-Vegetables, created 07/14/2016
10. video clip described as Boats on the Fox, created 05/27/2012
11. video clip described as Kayaking, created 07/01/2013
12. video clip described as Union Hotel, created 07/14/2016
13. video clip described as Chateau De Pere Hotel, created 10/13/2016
14. video clip described as Kress Inn, created 10/13/2016

15. video clip described as Row Apartments, created 10/13/2016
16. video clip described as Apartment Complex, created 10/13/2016
17. photographic image described as House 1, created 02/26/2007
18. photographic image described as House 2, created 09/06/2006
19. production of a 2 minute promotional video, created by compiling City Video Works #1 through #18 with St. Norbert Video Works #1 through #27 with Definitely De Pere Video Works #1 through #4, created January 2017.
20. video clip of 3-5 minutes comprised of a yet to be determined number of personal testimonials, with date of creation to be inserted after completion (_____).

B. Regarding St. Norbert:

1. The City hereby grants permission to St. Norbert to utilize the City Video Works for purposes of promoting the City of De Pere and its business districts, provided that the photos and/or videos are not modified in any form or fashion, and provided that St. Norbert does not receive any form of revenue, payment, compensation, fee or cost-sharing arrangement, whether in the form of money, in-kind benefit, or repayment deferment or forgiveness for such use. No other use of the City Video Works is authorized hereunder.
2. The City Video Works and any copies thereof, in whole or in part, and all copyright and any other proprietary rights, including moral rights, are and will remain the sole property of the City, regardless of the use made of the same and in any format and are protected by United States copyright laws and trademark laws and international provisions.
3. St. Norbert agrees and acknowledges that this permission confers no title of ownership and no right to rent, loan, license, sublicense, market, or sell the City Video Works or copies thereof, in whole or in part.
4. The City reserves the right to withdraw the permission granted hereunder. Such withdrawal to use photographic or video images shall be communicated in writing to the Parties as provided herein and may request any party to discontinue use of images.
5. City shall indemnify and save harmless St. Norbert, its officers, officials, employees and agents from any and all claims of copyright, trademark infringement, or other action purporting to claim ownership of any interest in the City Video Works.

C. Regarding Definitely De Pere:

1. City hereby authorizes Definitely De Pere to utilize the City Video Works for purposes of promoting the City of De Pere and its business districts, provided that the photos and/or videos are not modified in any form or fashion, and provided that Definitely De Pere does not receive any form of revenue, payment, compensation, fee or cost-sharing arrangement, whether in the form of money, in-kind benefit, or repayment deferment or forgiveness for such use. No other use of the City Video Works is authorized hereunder.
2. The City Video Works and any copies thereof, in whole or in part, and all copyright and any other proprietary rights, including moral rights, are and will remain the sole property of the City, regardless of the use made of the same and in any format and are protected by United States copyright laws and trademark laws and international provisions.
3. Definitely De Pere agrees and acknowledges that this permission confers no title of ownership and no right to rent, loan, license, sublicense, market, or sell the City Video Works or copies thereof, in whole or in part.
4. The City reserves the right to withdraw the permission granted hereunder. Such withdrawal to use photographic or video images shall be communicated in writing to the Parties as provided herein and may request any party to discontinue use of images.
5. City shall indemnify and save harmless Definitely De Pere, its officers, officials, employees and agents from any and all claims of copyright, trademark infringement, or other action purporting to claim ownership of any interest in the City Video Works.

II. ST. NORBERT PHOTOGRAPHIC AND VIDEO INTELLECTUAL PROPERTY

- A. St. Norbert owns all rights, title and interest in the intellectual property, including copyright (common and statutory), patent and trademark, in the following described original photographic and video work, hereinafter “St. Norbert Video Works”:
1. video clip described as Street View of the Lee Building, created August 2015
 2. video clip described as Alpha Delights, created August 2015
 3. video clip described as Waseda Farms Market, created 08/30/2015
 4. video clip described as The Abbey Bar and Grill, created August 2015
 5. video clip described as Luna Café Patio, created August 2015

6. video clip described as Luna Café Interior, created August 2015
7. video clip described as The Cupcake Couture, created August 2015
8. video clip described as Seroogy's Interior, created August 2015
9. video clip described as Knights on the Fox, created summer 2012
10. video clip described as Knights on the Fox-Crowd Shot 1, created summer 2012
11. video clip described as Knights on the Fox-Crowd Shot 2, created summer 2012
12. video clip described as Knights on the Fox-Crowd Shot 3, created summer 2012
13. video clip described as Yoga in the Park 1, created summer 2015
14. video clip described as Yoga in the Park 2, created summer 2015
15. video clip described as Yoga in the Park 3, created summer 2015
16. video clip described as Farmers Market-Fruit, created 08/26/2015
17. video clip described as Wakeboarding 1, created summer 2015
18. video clip described as Wakeboarding 2, created summer 2015
19. video clip described as Jet Skiing, created summer 2015
20. video clip described as Fishing from Voyageur Park, created summer 2015
21. video clip described as Fox River Trail-Bicyclist, created summer 2015
22. video clip described as St. Norbert College-Snow 1, created winter/spring 2016
23. video clip described as St. Norbert College-Snow 2, created winter/spring 2016
24. video clip described as Medical College of Wisconsin, created winter/spring 2016
25. video clip described as SNC-Campus Spring 1, created winter/spring 2016
26. video clip described as SNC-Campus Spring 2, created winter/spring 2016
27. video clip described as Kress Family Library, created August 2015

B. Regarding City:

1. St. Norbert hereby grants permission to City to utilize the St. Norbert Video Works for purposes of promoting the City of De Pere and its business districts, provided that City does not receive any form of revenue, payment, compensation, fee or cost-sharing arrangement, whether in the form of money, in-kind benefit, or repayment deferment or forgiveness for such use. No other use of the St. Norbert Video Works is authorized hereunder, except for such modifications as are necessary for City's production of the compilation of City and St. Norbert video clips as provided in paragraph I.A.19.
2. The St. Norbert Video Works and any copies thereof, in whole or in part, and all copyright and any other proprietary rights, including moral rights, are and will remain the sole property of the St. Norbert, regardless of the use made of the same and in any format and are protected by United States copyright laws and trademark laws and international provisions.

3. City agrees and acknowledges that this permission confers no title of ownership and no right to rent, loan, license, sublicense, market, or sell the St. Norbert Video Works or copies thereof, in whole or in part.
4. St. Norbert reserves the right to withdraw the permission granted hereunder. Such withdrawal to use photographic or video images shall be communicated in writing to the Parties as provided herein and may request any party to discontinue use of images.
5. St. Norbert shall indemnify and save harmless City, its officers, officials, employees and agents from any and all claims of copyright, trademark infringement, or other action purporting to claim ownership of any interest in the St. Norbert Video Works.

C. Regarding Definitely De Pere:

1. St. Norbert hereby authorizes Definitely De Pere to utilize the St. Norbert Video Works for purposes of promoting the City of De Pere and its business districts, provided that the photos and/or videos are not modified in any form or fashion, that Definitely De Pere does not receive any form of revenue, payment, compensation, fee or cost-sharing arrangement, whether in the form of money, in-kind benefit, or repayment deferment or forgiveness for such use. No other use of the St. Norbert Video Works is authorized hereunder.
2. The St. Norbert Video Works and any copies thereof, in whole or in part, and all copyright and any other proprietary rights, including moral rights, are and will remain the sole property of the St. Norbert, regardless of the use made of the same and in any format and are protected by United States copyright laws and trademark laws and international provisions.
3. Definitely De Pere agrees and acknowledges that this permission confers no title of ownership and no right to rent, loan, license, sublicense, market, or sell the St. Norbert Video Works or copies thereof, in whole or in part.
4. St. Norbert reserves the right to withdraw the permission granted hereunder. Such withdrawal to use photographic or video images shall be communicated in writing to the Parties as provided herein and may request any party to discontinue use of images.
5. St. Norbert shall indemnify and save harmless Definitely De Pere, its officers, officials, employees and agents from any and all claims of copyright, trademark infringement, or other action purporting to claim ownership of any interest in the St. Norbert Video Works.

III. DEFINITELY DE PERE PHOTOGRAPHIC AND VIDEO INTELLECTUAL PROPERTY

- A. Definitely De Pere owns all rights, title and interest in the intellectual property, including copyright (common and statutory), patent and trademark, in the following described original photographic and video work, hereinafter “Definitely De Pere Video Works”:
1. photographic image described as Aerial of Fox River and Riverwalk, created Summer 2014
 2. photographic image described as Aerial of Downtown De Pere, created Summer 2014
 3. photographic image described as SNC Night-Across River, created Fall 2013
 4. graphic image described as Definitely De Pere logo, created Spring 2014
- B. Regarding City:
1. Definitely De Pere hereby grants permission to City to utilize the Definitely De Pere Video Works for purposes of promoting the City of De Pere and its business districts, provided that City does not receive any form of revenue, payment, compensation, fee or cost-sharing arrangement, whether in the form of money, in-kind benefit, or repayment deferment or forgiveness for such use. No other use of the Definitely De Pere Video Works is authorized hereunder.
 2. The Definitely De Pere Video Works and any copies thereof, in whole or in part, and all copyright and any other proprietary rights, including moral rights, are and will remain the sole property of Definitely De Pere, regardless of the use made of the same and in any format, and are protected by United States copyright laws and trademark laws and international provisions.
 3. City agrees and acknowledges that this permission confers no title of ownership and no right to rent, loan, license, sublicense, market, or sell the Definitely De Pere Video Works or copies thereof, in whole or in part.
 4. Definitely De Pere reserves the right to withdraw the permission granted hereunder. Such withdrawal to use photographic or video images shall be communicated in writing to the Parties as provided herein and may request any party to discontinue use of images.
 5. Definitely De Pere shall indemnify and save harmless City, its officers, officials, employees and agents from any and all claims of copyright, trademark infringement, or other action purporting to claim ownership of any interest in the Definitely De Pere Video Works.

C. Regarding St. Norbert College:

1. Definitely De Pere hereby authorizes St. Norbert to utilize the Definitely De Pere Video Works for purposes of promoting the City of De Pere and its business districts, provided that the photos and/or videos are not modified in any form or fashion, that St. Norbert does not receive any form of revenue, payment, compensation, fee or cost-sharing arrangement, whether in the form of money, in-kind benefit, or repayment deferment or forgiveness for such use. No other use of the Definitely De Pere Video Works is authorized hereunder.
2. The Definitely De Pere Video Works and any copies thereof, in whole or in part, and all copyright and any other proprietary rights, including moral rights, are and will remain the sole property of the Definitely De Pere, regardless of the use made of the same and in any format and are protected by United States copyright laws and trademark laws and international provisions.
3. St. Norbert agrees and acknowledges that this permission confers no title of ownership and no right to rent, loan, license, sublicense, market, or sell the Definitely De Pere Video Works or copies thereof, in whole or in part.
4. Definitely De Pere reserves the right to withdraw the permission granted hereunder. Such withdrawal to use photographic or video images shall be communicated in writing to the Parties as provided herein and may request any party to discontinue use of images.
5. Definitely De Pere shall indemnify and save harmless St. Norbert, its officers, officials, employees and agents from any and all claims of copyright, trademark infringement, or other action purporting to claim ownership of any interest in the Definitely De Pere Video Works.

IV. GENERAL PROVISIONS

- A. The parties may, from time to time, determine it necessary to revise the City Video Works (§I.A), the St. Norbert Video Works (§II.A) and/or the Definitely De Pere Video Works (§III.A), as they collectively agree upon in writing, such writing to be appended to this Agreement as subsequent exhibit(s) hereto.
- B. All notices permitted or required hereunder shall be sent, via first class mail, adequate postage prepaid, to the following:

1. To the City:

City of De Pere
Attn: Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

2. To St. Norbert: St. Norbert College
Attn:
100 Grant Street
De Pere, WI 54115

3. To Definitely De Pere: Definitely De Pere
Attn: Executive Director
320 Main Avenue
Suite 102
De Pere, WI 54115

- C. **Governing Law.** This Agreement shall be construed in accordance with, and governed in all respects by, the laws of the State of Wisconsin, without regard to conflicts of law principles.
- D. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one agreement.
- E. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
- F. **Headings.** The headings for sections herein are for convenience only and shall not affect the meaning of the provisions of this Agreement.
- G. **Entire Agreement.** This Agreement constitutes the entire agreement among and between the Parties, and supersedes any prior understanding or representation of any kind preceding the date of this Agreement. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement.

[Signatures on following page]

ST. NORBERT COLLEGE, INC.

By: _____

 Print Name:
 Title:

 Print Name:
 Title:

 STATE OF WISCONSIN)
)SS.
 BROWN COUNTY)

 Personally came before me this ____
 day of _____, 2017, the above
 named _____ and
 _____,
 known as the person(s) who executed the
 foregoing instrument and acknowledge the same.

 Notary Public:
 My Commission expires: _____
**DOWNTOWN DE PERE, INC. d/b/a
DEFINITELY DE PERE**

By: _____

 Print Name: Tina Quigley
 Title: Executive Director

 Print Name:
 Title:

 STATE OF WISCONSIN)
)SS.
 BROWN COUNTY)

 Personally came before me this ____
 day of _____, 2017, the above
 named _____ and
 _____,
 known as the person(s) who executed the
 foregoing instrument and acknowledge the same.

 Notary Public:
 My Commission expires: _____

H:\azills\Agreements\2017\SNC-Definitely De Pere Videography Agreement-FINAL1-17-122-001-16

CITY OF DE PERE

By: _____

 Michael J. Walsh, Mayor

 Shana D. Ledvina, Clerk-Treasurer

 STATE OF WISCONSIN)
)SS.
 BROWN COUNTY)

 Personally came before me this ____
 day of _____, 2017, the above
 named Michael J. Walsh, Mayor and
 Shana D. Ledvina, Clerk-Treasurer, known as the
 the persons who executed the foregoing instrument
 and acknowledge the same.

 Notary Public:
 My Commission expires: _____

City of De Pere, Wisconsin

**Request For Common Council Action**

MEETING DATE: February 22, 2017

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #17-12, Authorizing Tax Collection Agreement Between Brown County Treasurer and City of De Pere (December 2017 - February 2018). (Referred back to staff 1/17/17)

The attached Agreement was received by the City Clerk on February 16, 2017. This proposed Agreement differs from the one provided earlier in that it provides only for reimbursement of actual mailing costs from the participating municipalities to Brown County rather than the \$.85/bill plus postage in the earlier agreement. This agreement also provides for bi-weekly deposits into the city's financial institution account rather than the weekly deposit under the earlier proposed Agreement. The City of Green Bay requires a separate Agreement with the County in order to provide for "hooded" parking meters adjacent to the Northern Building for use by taxpayers during the tax collection season. All other provisions of the Green Bay Agreement are consistent with the attached.

ATTACHMENTS:

- Reso17-12 (DOCX)
- Brown Couty Tax Collection Agreement - Municipalities Other Than City of... (PDF)

RESOLUTION #17-12

AUTHORIZING TAX COLLECTION AGREEMENT
BETWEEN BROWN COUNTY TREASURER AND CITY OF DE PERE
(December 2017 – February 2018)

WHEREAS, the City and Brown County are subject to an Agreement whereby the County agrees to provide tax collection services on City's behalf for real and personal property taxes, as well as payments of special assessments and special charges for the first installment of property tax collection; and

WHEREAS, the County Treasurer has presented City with a revised Agreement (covering December 2017-February 2018), which provides the ability of Brown County to invoice the City for the actual costs incurred by Brown County for mailing bills to taxpayers; and

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

NOW, THEREFORE, BE IT RESOLVED THAT:

The Mayor is authorized and directed to enter into the Brown County Tax Collection Agreement (December 2017-February 2018) between the Brown County Treasurer and the City of De Pere (Exhibit A).

BE IT FURTHER RESOLVED THAT:

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

Resolution #17-12
Page 2 of 2

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey Danen, Deputy Clerk

Ayes: _____

Nays: _____

DECEMBER 2017 TO FEBRUARY 2018

This Agreement is entered into by and between **Brown County ('County')**, a body corporate as that term is used in Wis. Stat. § 59.01, and the specific **WI Municipality ('Municipality')** that executes this Agreement on Page 2. This Agreement is made pursuant to Wis. Stats. § 74.10, which allows a WI County to contract with WI Municipalities for tax collection services, and pursuant to Wis. Stat. § 66.0301, which allows a WI County to enter into Intergovernmental Agreements with WI Municipalities.

Municipality desires for County to perform **Tax Collection Services ('Services')** on its behalf, and County desires to perform said Services, pursuant to the terms and conditions specified below.

1. The term of this Agreement is from December 2017 to February 2018.
2. Municipality's Clerk shall provide all approved 2017 tax rates to the Brown County Treasurer's Office by December 1, 2017.
3. County, via the Brown County Treasurer, shall prepare appropriate tax bills for Municipality, specifying the first installment payment and/or full payment of Real and Personal Property Taxes along with Special Charges and Special Assessments to be due on or before January 31st, annually. Tax bill preparation includes entering tax rates, providing forms, printing, folding, sealing, presorting, and delivering the tax bills to the United States Postal Service.
4. County, via the Brown County Treasurer, shall invoice Municipality for actual postage costs incurred due to mailing bills to taxpayers, which shall be paid by Municipality on or before January 31, 2018.
5. County, via the Brown County Treasurer, shall process the first installment and full payments of Real and Personal Property Taxes, plus payments of Special Charges and Special Assessments.
6. County, via the Brown County Treasurer, shall deposit collections in Municipality's specified bank account on a bi-weekly basis. Municipality shall have full control of said bank account.
7. County, via the Brown County Treasurer, shall provide an electronic *Real Estate Tax, Special Charges & Special Assessments, and Personal Property Tax Report* to Municipality with each bi-weekly deposit.
8. County, via the Brown County Treasurer, shall provide a receipt to taxpayers that pay in person at the Brown County Treasurer's Office.
9. Municipality's Treasurer shall immediately forward any timely payments received by Municipality to the Brown County Treasurer's Office.
10. Municipality shall settle with County for all collections received, including collections for Special Assessments, Special Charges, and Special Taxes, and for General Property Taxes, on or before the 20th of February, and Municipality shall pay all taxing districts their proportionate share of levies collected based on information provided by the Brown County Treasurer's Office.
11. Municipality agrees to defend, indemnify, save and hold harmless County, its officers, agents and employees, from and against all losses, damages, costs, charges, expenses (including attorney's fees), causes of action, suits, claims (including claims under workers compensation law), demands, judgments and liabilities arising out of the performance of this agreement which is not due to the negligence or other fault of County.
12. If changes in state law occur during the course of this Agreement which substantially change tax collection methods or requirements, either party may elect to terminate this Agreement by providing the other party with thirty days prior written notice. Any material violation of the terms and conditions of this Agreement shall be grounds for termination upon ninety days written notice.
13. Municipality shall select from one of three collection options on Page 2 of this Agreement.

- a. ☐ County Only Collects Real Property Taxes (including Special Charges and Special Assessments)

Municipality Cost: \$0.00 per Property Tax Bill and Actual Postage Costs;

- b. ☐ County Only Collects Personal Property Taxes;

Municipality Cost: \$0.00 per Property Tax Bill and Actual Postage Costs; OR

- c. ☐ County Collects BOTH Real Property Taxes (including Special Charges and Special Assessments) AND County Collects Personal Property Taxes

Municipality Cost: \$0.00 per Property Tax Bill and Actual Postage Costs.

By signing below, the parties affirm and acknowledge that they have read and understand this Agreement, that they shall be bound by the terms and conditions of this Agreement, and that they have authority to enter into this Agreement on behalf of their respective Municipality or County.

	Brown County
Name of Municipality	Name of County
	Troy Streckenbach
Printed Name of Individual Signing on Behalf of Municipality	Name of Individual Signing on Behalf of County
	Brown County Executive
Printed Title of Individual Signing on Behalf of Municipality	Title of Individual Signing on Behalf of County
X	X
Signature of Individual Signing on Behalf of Municipality	Signature of Individual Signing on Behalf of County
Date Signed	Date Signed
	(920) 448-4001
Phone Number	Phone Number

This Document Drafted By:

David P. Hemery, BCCC

WI Bar No. 1033291

Brown County Corporation Counsel Office

305 East Walnut Street, Suite 680

Green Bay, WI 54301

Phone: (920) 448-4006

Fax: (920) 448-4003

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: February 22, 2017

DEPARTMENT: City Attorney

FROM: Judith Schmidt-Lehman

SUBJECT: Resolution #17-13, Authorizing Plan Management Agreement for Administrative Services Between Humana Insurance Company and the City of De Pere (Dental Administrative Services Agreement).

ATTACHMENTS:

- Reso17-13 (DOCX)
- Humana Dental Plan Administration Agreement (PDF)

RESOLUTION #17-13

AUTHORIZING PLAN MANAGEMENT AGREEMENT FOR
ADMINISTRATIVE SERVICES BETWEEN HUMANA
INSURANCE COMPANY AND THE CITY OF DE PERE
(Dental Administrative Services Agreement)

WHEREAS, the City of De Pere is interested in maintaining its relationship with Humana Insurance Company for Dental Administrative Services; and

WHEREAS, Humana Insurance Company has available and offers to provide personnel necessary to accomplish such services as required in connection with the City's dental insurance plan; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Plan Management Agreement for Administrative Services Between Humana Insurance Company and the City of De Pere, as is attached hereto as Exhibit A, subject to changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey Danen, Deputy Clerk

Ayes: _____

Nays: _____

PLAN MANAGEMENT AGREEMENT

for

Administrative Services

between

HUMANADENTAL INSURANCE COMPANY

and

CITY OF DE PERE

This Plan Management Agreement for administrative services is made and entered into by and between **HumanaDental Insurance Company**, a Wisconsin corporation with administrative offices in De Pere, Wisconsin, and the **City of De Pere** with principal offices in De Pere, Wisconsin.

This Agreement is effective this first day of January, 2017.

In consideration of the mutual promises and covenants contained in this Agreement, together with all exhibits, the Client and HumanaDental Insurance Company hereby agree as follows:

ARTICLE I Definitions

- 1.1 Agreement means this Plan Management Agreement for administrative services.
- 1.2 Client means City of De Pere.
- 1.3 COBRA means the Federal Consolidated Omnibus Budget Reconciliation Act of 1986, as amended.
- 1.4 Employer means the employer of a Participant.
- 1.5 Participant means an employee or former employee of an Employer who is or may become eligible to receive a benefit, or whose beneficiaries may be or become eligible to receive a benefit under the provisions of the Plan.
- 1.6 Plan means the ~~health care dental~~ plan (or plans) maintained by the Client, or portions of that plan (or plans), with respect to which administrative services are to be provided under this Agreement by the Plan Manager. The Plan is identified in Exhibit "A" of this Agreement as to proper name and as to type.
- 1.7 Plan Administrator (or Administrator) means the person named in the documents describing the Plan as responsible for the operation and administration of the Plan. If no such person is identified, then the person establishing or maintaining the Plan will be deemed to be the Plan Administrator.
- 1.8 Plan Manager means HumanaDental Insurance Company, acting in accordance with this Agreement.

Non-ERISA/Group Fiduciary

ARTICLE II
Relationship Between the Parties

- 2.1 In performing its obligations under this Agreement, the Plan Manager operates in accordance with the provisions of the Plan as established and authorized by the Plan Administrator. In this context, the Plan Manager's normal operating procedures, practices and rules will be followed unless they are inconsistent with the Plan.
- 2.2 The Plan Manager does not have discretionary authority or responsibility in the administration of the Plan. The Plan Manager will not exercise discretionary authority or control respecting the disposition or management of assets of the Plan.
- 2.3 The Plan Administrator and not the Plan Manager is ultimately responsible for interpreting the provisions of the Plan and determining questions of eligibility for Plan participation.
- 2.4 Accordingly, except as may otherwise be expressly provided herein, the Plan Manager is not a trustee, sponsor, or fiduciary with respect to directing the operation of the Plan or managing any assets of the Plan.
- 2.5 The Plan Manager may act as an agent of the Client authorized to perform specific actions or conduct specified transactions only as provided in this Agreement.
- 2.6 Plan benefits shall be funded exclusively through the Plan. The Plan Manager is not responsible or accountable for providing funds to pay Plan benefits under any circumstances.
- 2.7 Except with respect to duties expressly assumed hereunder by the Plan Manager, the Plan Manager is not responsible for maintaining the Plan in compliance with the requirements of the Internal Revenue Code or any applicable laws and regulations governing or affecting the Plan.

ARTICLE III
General Duties of Client

- 3.1 The Client will identify and describe the Plan as to type (e.g. single employer) on Exhibit "A" of this Agreement.
- 3.2 The Client assures that sufficient funds will be available on a timely basis to honor all claims reimbursements under the Plan. Sufficient funds for making claims payments must be made available, in accordance with this Agreement, to enable services under this Agreement to continue without interruption.
- 3.3 The Client promises that all methods employed to fund the Plan shall comply with all applicable laws or regulations.
- 3.4 The Client agrees to furnish each Participant written notification of the source of funding for Plan benefits as required by applicable law.

- 3.5 The Client promises that current copies of the documents describing the Plan will be provided timely to the Plan Manager along with other appropriate materials governing the administration of the Plan. These documents and materials may include employee booklets, summary descriptions, employee communications significantly affecting the Plan, and any amendments or revisions.
- 3.6 The Client promises that timely written notice will be provided to the Plan Manager of the Plan's management policies and practices, interpretations of the benefit provisions of the Plan, and changes in the Plan provisions. The Plan Manager is not responsible for failure to administer the Plan properly if directed otherwise by the Client or if materials are not provided timely by the Client to the Plan Manager to implement changes.
- 3.7 The Client shall provide accurate information to the Plan Manager as to the number and names of persons covered by the Plan and any other information necessary to enable the Plan Manager to provide the services required by this Agreement. This information shall be kept current on at least a monthly basis. The Plan Manager is not responsible for any claims paid in error due to inaccurate eligibility information.
- 3.8 The Client is responsible for selecting legal and/or tax counsel to provide advice to the Client about the law and the Plan. The Client acknowledges that the Plan Manager cannot provide professional tax or legal services to the Client.
- 3.9 The Client is responsible for compliance with all applicable provisions of law addressing the Client's duties in respect to the Plan. This includes compliance with all legal reporting and disclosure requirements, adoption and approval of all required documents respecting the Plan and compliance with state escheat and unclaimed or abandoned property laws. Even though the Plan Manager may be required to perform certain duties under this Agreement, such as preparing drafts of documents for approval and adoption, the Client agrees that the Plan Manager does not undertake the responsibility for legal compliance for any other person.
- 3.10 The Client will make full payment for services rendered under this Agreement when due. If the Plan Manager has not received payment by the due date, payment in full must be made before the end of a thirty (30) day grace period beginning the day after the due date, to ensure services under this Agreement continue without interruption. The Plan Manager reserves the right to issue written notice to the Client requesting payment of any deficiency in full within the thirty (30) day grace period.
- 3.11 The Client shall not direct the Plan Manager to act or refrain from acting in any way which would violate any applicable law or regulation. The Client shall not behave in any way which could implicate or involve the Plan Manager in a violation of these laws.
- 3.12 The Client will receive from the Plan Manager, a monthly invoice around the fifteenth (15th) of each month for payment due effective the first (1st) of the following month. The Client will reconcile their account and pay the monthly administrative fees from the total amount due on the Plan Manager's invoice. The Client pays their administrative fees by check or wire transfer equal to the monthly invoice. The amount of the fees may be adjusted monthly to reflect enrollment changes. The Client can arrange wire transfers by completing a form provided by the Plan Manager. Wire transfers will only be activated each month with prior approval from the Client. If paying by check, the Client should submit the check to the address listed on the invoice and should be accompanied by the return portion of the invoice. The Plan Manager must receive payment by the due date on the invoice.

- 3.13 The Client and the Plan Manager will, on at least a quarterly basis, reconcile enrollment data to ensure service is being properly administered to Participants and that administrative fees have been correctly billed and paid. If notice of a change in enrollment data is received by the Plan Manager more than sixty (60) days after the effective date of the change, the retroactive credit against fees will be limited to two (2) months.
- 3.14 In the event that the general obligations of this Article III may be construed in such a manner so as to conflict with more specific provisions of this Agreement regarding a particular issue, the more specific and comprehensive provisions shall be given effect.

ARTICLE IV

General Duties of Plan Manager

- 4.1 The Plan Manager shall process claims and make payments in accordance with the provisions of the Plan and related interpretations of the benefit provisions of the Plan which are made or approved by the Plan Administrator on a timely basis and confirmed in writing.
- 4.2 The Plan Manager shall be entitled to rely and act based upon documents, letters, electronic communications, or telephone communications which are confirmed in writing and provided to it by the Client or the Plan Administrator. Reliance will continue until the time the Client or the Plan Administrator notifies the Plan Manager in writing of any change or amendment to those communications.
- 4.3 The Plan Manager shall provide claimants who have had a claim wholly or partially denied with a written explanation of the reason for the denial. The Plan Manager shall provide claimants with information about what steps may be taken if the claimant wishes to submit the denied claim for review. These obligations of the Plan Manager will be discharged in accordance with the provisions of the Plan or authorization by the Plan Administrator.
- 4.4 The Plan Manager shall not be responsible for any delay or lack of performance of services under this Agreement attributable to the Client's failure to provide any information as required under this Agreement.
- 4.5 The Plan Manager will perform its duties under this Agreement using the same degree of ordinary care, skill, prudence, and diligence that a reasonable provider of administrative services would use in similar circumstances. This includes making a good faith effort to correct any mistake or clerical error which may occur due to actions or inaction by the Plan Manager undertaken in good faith once the error or mistake is discovered.
- 4.6 With respect to its obligations under this Agreement, the Plan Manager will maintain professional liability and errors and omissions insurance in amounts sufficient to protect against losses with respect to occurrences arising out of failure to properly perform its obligations under this Agreement. Proof of coverage is available upon request.
- 4.7 In the event that the general obligations of this Article IV may be construed in such a manner so as to conflict with more specific provisions of this Agreement with respect to a particular issue, the more specific and comprehensive provisions shall be given effect.

ARTICLE V
Claims Administration

- 5.1 The Client hereby delegates to the Plan Manager authority to make determinations on behalf of the Client or the Plan Administrator with respect to benefit payments under the Plan and to pay such benefits, as specified in this Article V. This section shall not apply to claims that involve eligibility issues only.
- 5.2 The Plan Manager will accept claims for benefits under the Plan which are made in accordance with procedures established in the Plan documents and submitted for payment during the term of this Agreement.
- 5.3 The Plan Manager will process claims in accordance with the provisions of the Plan which are in effect and which have been communicated to the Plan Manager by the Client at the time the services are provided.
- 5.4 Claims will be processed using the Plan Manager's normal claims processing procedures, practices and rules unless they are inconsistent with the provisions of the Plan. The Plan Manager shall comply with applicable U.S. Department of Labor claims procedures regulations and guidance with respect to notice procedures and content of a notice of adverse benefit determinations.
- 5.5 The Plan Manager will timely approve or deny claims submitted for payment in accordance with an initial determination by the Plan Manager or an appeal of a denied claim, except as provided in Article 5.6.
- 5.6 However, if the Plan Administrator makes a determination to approve or deny a claim which is different than the determination made by the Plan Manager, the Plan Manager will timely issue an approval or denial of the claim, provided the Plan Administrator's decision is first communicated to the Plan Manager in writing.
- 5.7 In the event a claim is wholly or partially denied in accordance with Article 5.5, above, the Plan Manager shall provide the Participant with a written explanation of the reason for the denial, and information as to what steps may be taken if the Participant wishes to appeal the claim denial.
- However, if a claim is wholly or partially denied in accordance with Article 5.6, above, the Plan Manager may decide that it will provide this explanation and information only as directed in special written instructions from the Plan Administrator which are acceptable to the Plan Manager.
- 5.8 Appeals of denied claims shall be processed in accordance with the applicable provisions of the Plan. The Client acknowledges that the Plan Administrator shall have the ultimate responsibility and authority to make final determinations with respect to claims and is responsible for providing Participants with a written explanation of that decision.
- 5.9 If adequate funds are not made available for the timely payment of claims, the Plan Manager may notify Participants and payees who may be affected if the Client or the Plan Administrator does not notify Participants and payees within fourteen (14) business days after written request by the Plan Manager to do so.

- 5.10 With respect to claims for which provider discounts are available ("Provider Discounts"):
- (a) The Client authorizes and directs the Plan Manager to process claims under this Agreement taking the Provider Discounts into account.
 - (b) However, the Client directs the Plan Manager that a Provider Discount will not be applied with respect to a claim if doing so would result in payment by the Plan of a greater expense than would be payable if the Provider Discount was not applied.

ARTICLE VI Reports, Records and Audits

- 6.1. The Plan Manager will provide standard reports to the Client or the Plan Administrator as mutually agreed upon by the Plan Manager and the Client. Reports requested outside of the standard reports are considered "ad hoc reports" and may be made available for an additional cost, upon mutual agreement between the Client and the Plan Manager.
- 6.2. The Plan Manager will keep and maintain accounts and records pertaining to its activities under this Agreement which are required by law or by mutual agreement of the parties.
- 6.3. The Plan Manager will prepare and make available records required to assist the Client or the Plan Administrator regarding legal action or regulatory review and reporting, upon reasonable request by the Client. The Client agrees to reimburse the Plan Manager for its reasonable costs of these services and the preparation, duplication, and transmission of these records.
- 6.4. Audits are governed by the Plan Manager's policy regarding Client audit requests (available upon request). Audits may be conducted by the Client or a third party on behalf of the Client provided all security documents, non-disclosure agreements and authorizations are completed and accepted by the Plan Manager. Request for an audit must be received sixty (60) days prior to the date in which the Client is requesting to perform said audit. Audits for active Clients must be conducted within two (2) years of the last day of the Plan year to be audited. Audits for Clients that have terminated their Plan with the Plan Manager must be conducted within one (1) year of the last day of the Plan year to be audited. Any audit ~~that requires involving~~ a review ~~of more than in excess of~~ three hundred (300) claims or ~~is requested for involves~~ more than one (1) week on-site ~~assistance the Client agrees that it~~ may be subject to additional costs, ~~thesaid~~ estimate ~~for these costs will thereof to~~ be provided prior to scheduling the audit. The audit will not be scheduled until the Plan Manager and the Client are in mutual agreement of the estimated additional cost.
- 6.5. Claims records may be maintained in micro-photographic or electronic media format, in accordance with the Plan Manager's internal policies, rather than original hard copy. If the Client desires that original hard copy records be maintained, the Client must notify the Plan Manager in writing no later than forty-five (45) days after the effective date of this Agreement. The Plan Manager will then ship the original documents to a location specified by the Client, and the Client agrees to pay the cost for this service.

ARTICLE VII
Additional Administrative Services

- 7.1 Upon reasonable request by the Client or the Plan Administrator, the Plan Manager will provide standard language concerning Plan benefits to assist the Plan Administrator in the preparation of the Summary Plan Description ("SPD"). This service will be available at the commencement of this Agreement and on an as needed basis throughout the Plan year to assist the Client when language changes are made necessary from changes in Plan design and when language changes are made necessary due to new legislation or other governmental requirements. Notwithstanding the above, the Client understands that any language provided by the Plan Manager to the Client or the Plan Administrator shall not be construed as legal advice nor as a compliance delegation to the Plan Manager for the Client's Summary Plan Description obligations under applicable law.
- 7.2 The Plan Manager will work with the COBRA Service Provider in providing administrative services regarding COBRA continuation coverage provided under the Plan only as specified in Exhibit "B". The Client or the Employer shall continue to have all liability for funding of COBRA coverage benefits under the Plan.
- 7.3 The Plan Manager will assist the Client or the Plan Administrator in arranging to provide Utilization and/or Case Management services with respect to the Plan only as specified in Exhibit "C".
- 7.4 The Plan Manager will provide the following miscellaneous administrative services, following its normal procedures:
- (a) Production of basic Participant identification cards.
 - (b) Routine claims processing audit controls.
 - (c) Fraud investigation services.
- 7.5 The Plan Manager will provide "Subrogation/Recovery" services (in addition to routine application of the coordination of benefits provisions of the Plan) for identifying and obtaining recovery of claims payments from all appropriate parties through operation of the subrogation or recovery provisions of the Plan.
- (a) Subrogation / Recovery services will be provided by the Plan Manager following its normal procedures unless the Client proposes exceptions that are acceptable to the Plan Manager. Such services may only be performed by the Plan Manager or by subcontractors and/or counsel selected by the Plan Manager.
 - (b) Subrogation / Recovery services include the following activities:
 - (1) Investigation of claims and obtaining additional information to determine if a person or entity may be the appropriate party for payment;
 - (2) Presentation of appropriate claims and demands for payment to parties determined to be liable;
 - (3) Notification to Participants that recovery or subrogation rights will be exercised with respect to a claim; and

- (4) Filing and prosecution of legal proceedings against any appropriate party for determination of liability and collection of any payments for which such appropriate party may be liable.
 - (c) In the event of termination of this Agreement, Subrogation/Recovery services will be continued only in respect to claims processed under this Agreement and those continued services will be provided until completion. Subrogation/Recovery services will cease immediately if the termination of this Agreement results from a material default in the delivery of such subrogation services.
 - (d) The cost to the Client for providing services under this Article 7.5 is presented within Exhibit "F3.1 (a)", in accordance with Article IX. However, there will be no cost to the Client for recovery of claims payments made in error by the Plan Manager exclusive of any other cause. Also in this context, the Plan Manager may not be obligated to file and prosecute legal proceedings against persons for determination of liability and collection of any payments.
 - (e) Subrogation/Recovery services will be provided by the Plan Manager following its normal procedures when a group has contracted with a third party vendor (ex. Stop Loss carrier). Any recoveries are reported to the Client. The Client is responsible for any required notifications/reimbursements to their contracted third parties.
- 7.6 The Plan Manager may retain or coordinate with service providers, experts, or professional advisors to assist the Plan Manager in providing services under this Agreement. The Client shall reimburse the Plan Manager for these services if requested by or agreed to by the Client.
- 7.7 The Plan Manager will arrange access to one or more networks of dental providers which are presently available through an arrangement with the Plan Manager only as specified in Exhibit "D".
- 7.8 In the event the Client has 10% or more of its employees in the Plan terminated from the Plan, since the beginning of each renewal policy period, due to one of the following reasons:
- (1) The Client makes design changes to the Plan or employee benefit programs, including changes required by applicable law or regulatory action resulting in employees being terminated from the Plan; or
 - (2) The Client revises its corporate structure or organization resulting in employees being terminated from the Plan; or
 - (3) Due to employee choice of participation in the Plan, results in employees being terminated from the Plan

the Plan Manager will continue processing Claims, for the terminated employees, which are incurred prior to the date of such change as provided in Article V of this Agreement.

Such claims will be processed as long as this Agreement is in force. The Client will be billed an additional administrative fee per employee as provided under Exhibit "F3.1(c)".

This Article 7.8 will not apply in the event the Plan Administrator provides timely written notification to the Plan Manager directing that services described in this Article are not required.

ARTICLE VIII
Banking

- 8.1 The rights and obligations of the Client and the Plan Manager under this Article VIII shall be regulated through a "Banking Arrangement" substantially in the form presented in Exhibit "E".
- 8.2 The Client promises that sufficient funds will be available on a timely basis to honor all claims reimbursements under the Plan. Upon notice from the Plan Manager that additional funds are required, the Client promises that adequate funds will be immediately provided to fund claims approved.
- 8.3 The Client agrees that funds provided to honor all claims reimbursements under the Plan will be United States money, which may be transmitted by wire transfer or other medium agreed to by the Plan Manager and the Client.

ARTICLE IX
Costs of Administrative Services

- 9.1 The Plan Manager shall be entitled to a fee for services provided under this Agreement described on Exhibit "F" to this Agreement.
- 9.2 Payments received after the grace period (see Article 3.10) are subject to a late charge of 1.25% per month (or the maximum amount allowed by applicable law, if less) multiplied by the past due amount. The Client must pay the late charge along with all amounts due to the Plan Manager in order to bring the account current.
- 9.3 The Client and the Plan Manager understand and agree that the fees for services under this Agreement may be renegotiated in the event that substantial changes to the Plan would significantly increase or decrease the obligations or costs of providing administrative services with respect to the Plan.
- 9.4 The Plan Manager may assess additional fees for administrative costs associated with federal or state legislation (if applicable) implementation. The Plan Manager will provide advance notice to the Client in the event that an additional fee is required.

ARTICLE X
Contract Period

- 10.1 The effective date of this Agreement is January 1, 2017 (the "Effective Date"). This Agreement shall continue for an initial period of one (1) year from the Effective Date, unless terminated earlier as provided in Article XI, below.
- 10.2 This Agreement shall automatically renew for successive additional one-year periods unless it is terminated as provided in Article XI.

ARTICLE XI
Termination

- 11.1 This Agreement may be terminated by the Plan Manager at the end of any contract period upon advance written notice of at least one-hundred-eighty (180) days. This Agreement may be terminated by the Client at the end of any contract period upon advance written notice.
- 11.2 The Plan Manager, in its discretion, may terminate this Agreement before the end of any contract period upon thirty (30) days written notice, if the Client fails to cure any one or more of the following deficiencies before the end of the thirty (30) day notice period:
- (a) Failure to pay all or part of the fees payable under Article IX of this Agreement when due.
 - (b) Failure to provide adequate funds to honor claims reimbursement payments on a timely basis.
- 11.3 Either party may terminate this Agreement immediately upon written notice in the event of:
- (a) The bankruptcy, insolvency or liquidation of the other party; or
 - (b) The commission by the other party of any material breach of this Agreement which is not cured in connection with the performance of its duties under this Agreement. However, a material breach of this Agreement may be cured within thirty (30) days after written notice from the other party.
- 11.4 The Plan Manager, in its discretion, may terminate this Agreement upon written notice in the event of repeated occurrences (two (2) or more) of the conditions described in Article 11.2 or two (2) or more instances where services are interrupted in accordance with Article 3.10.
- 11.5 All obligations of the Plan Manager under this Agreement will end on the effective date of termination of this Agreement, even though the claim for benefits was incurred or submitted for payment prior to termination of this Agreement, unless a supplemental agreement is entered into prior to the termination date.
- 11.6 In the event of the termination of this Agreement, the Plan Manager will provide the Client or the Plan Administrator with reasonable access to records or information concerning the Plan in its possession, upon written request. The Plan Manager will within a reasonable time honor requests for copies of records and information provided they are reasonable and the Client agrees to pay for the services. The Plan Manager shall have the right to retain copies of such property and records as reasonably necessary or is otherwise required by law.
- 11.7 Upon termination of this Agreement, any monetary obligation of the Client to the Plan Manager shall become immediately due and payable.

- 11.8 Upon termination of this Agreement, the Client may elect to have the Plan Manager process claims for a run-out period of either three (3) or twelve (12) months. The administration fee for three (3) months of run-out will be equal to a one time payment of three (3) months worth of Administrative Fees. The administration fee for twelve (12) months of run-out will be equal to a one time payment of four (4) months worth of the Administrative Fees. The monthly run-out administration fee will be the full renewal Administrative fee times the average enrollment of twelve (12) months prior to written notice of termination. If commissions are to be paid to a broker during the run-out period, they should be included in the renewal Administrative Fee before calculating the amount to be billed to the Client for run-out. The total run-out administration fee must be paid in full to the Plan Manager by the Client no later than the fifteenth (15th) of the month prior to termination and an executed Supplemental Agreement must be received by the Plan Manager in order for claims processing to continue after the active Agreement period has expired. The Client agrees that the Plan Manager will have no obligation to process claims beyond the end date of the Supplemental Agreement.
- 11.9 Termination under this Article XI shall not cause either party to waive any rights it may have to exercise any remedies available to it under any other Article or Exhibit in this Agreement or under any applicable law.

ARTICLE XII Confidentiality

- 12.1 For purposes of this Article XII:
- (a) Covered Person means an individual with respect to whom benefits may be or become payable under the provisions of the Plan.
 - (b) Private Health Information means any of the following categories of information:
 - (1) Patient Records includes, but is not limited to, all dental records, dentist and provider notes and bills and claims with respect to a Covered Person.
 - (2) Patient Information includes Patient Records and all written and oral dental information received about a Covered Person.
 - (3) Individually Identifiable Health Information means any other information, including demographic information, collected from an individual that:
 - (A) Is created or received by a dentist, dental plan, employer, or dental care clearinghouse; and
 - (B) Relates to the past, present, or future payment for the provision of dental care to an individual and identifies the individual, or with respect to which there is a reasonable basis to believe that the information can be used to identify the individual.
- 12.2 The obligations of the Plan Manager, Plan Administrator, and Client regarding information of a confidential or personal nature about individuals with respect to whom benefits may be or become payable under the provisions of the Plan are identified in a separate document entitled Confidentiality and HIPAA Privacy Business Associate Agreement, which is incorporated by reference herein.

- 12.3 The Plan Manager is directed to afford access to Private Health Information and other personal information to the persons identified by the Plan Administrator.
- 12.4 In connection with performing its obligations under this Agreement, it may become necessary for the Plan Manager to disclose to the Plan Administrator or the Client, their designees or third parties under contract with either of them ("Recipients", for purposes of this subsection) trade secret and/or proprietary information of the Plan Manager or its affiliates (referred to in this subsection collectively as "HumanaDental"). Unless disclosure is required by a court of competent jurisdiction, the Client and the Plan Administrator agree to safeguard and ensure the confidentiality of such trade secret and/or proprietary information, which shall include information relating to (i) the business of HumanaDental, its affiliates, their clients and representatives, (ii) third parties under contract with HumanaDental, (iii) dental service provider arrangements or contracts, (iv) dental service provider network arrangements or contracts, and (v) documentation relating to the computer systems utilized by HumanaDental.
- (a) Access to the trade secret and/or proprietary information described above will be permitted for Recipients only; it may be used by Recipients only in a manner necessary to accomplish the purposes described above with respect to Private Health Information and other personal information; and it may not be disclosed to any third parties, including their employees that do not have a need to know, without authorization by HumanaDental. Access to such records or information does not constitute a transfer of ownership, permission to appropriate, or license to use the same for any purpose not contemplated under this Agreement.
 - (b) The Client understands and agrees that the Client (or its designee) must recognize and abide by restrictions upon disclosure of information and/or systems that are imposed by contracts between HumanaDental and third parties or by law, regulation, or order of a court or regulatory agency.
- 12.5 Upon termination of this Agreement, records containing Private Health Information or other personal information in the possession of the Plan Manager will be either delivered to the Plan Administrator or destroyed when the Plan Manager's records retention obligations have been fulfilled. If such delivery or destruction is not feasible, the protections of this Agreement will continue to apply to those records and further uses and disclosures of the Private Health Information or other personal information shall be limited to those purposes that make the return or destruction of the information infeasible.
- 12.6 The Client and the Plan Manager agree that they will require other persons or entities that receive Private Health Information or other personal information regarding Covered Persons and/or trade secret or propriety information in connection with and as permitted by this Agreement to agree in writing to observe the protections described herein and as required by HIPAA as minimum safeguards against improper disclosure of such information.

ARTICLE XIII
Hold Harmless

- 13.1 The Client agrees to indemnify and hold the Plan Manager harmless against any and all loss, liability, or damage (including payment of reasonable attorney's fees) which the Plan Manager may incur by reason of failure of the Client or its employees, agents or representatives to abide by the provisions of the Plans or this Agreement or to administer the Plans or assets and funds of the Plans in a prudent and proper manner; failure of the Plans or documents describing the Plan prepared or adopted by the Plan sponsor to comply with applicable laws; fraud, embezzlement, willful misconduct, or intentional disregard on the part of the Client or its employees, agents or representatives; disputes concerning denials of benefits or benefit payments made by or at the direction of the Client or the Plan Administrator; or actions taken by the Plan Manager at the direction of the Client or the Plan Administrator.
- 13.2 The Plan Manager agrees to indemnify and hold the Client harmless against any and all loss, liability, or damage (including payment of reasonable attorney's fees) which the Client may incur by reason of the failure of the employees, agents or representatives of the Plan Manager to abide by this Agreement, or fraud, embezzlement, willful misconduct or intentional disregard on the part of the Plan Manager or its employees, agents, or representatives. The Plan Manager will not be liable on account of actions or inaction undertaken by it in good faith and performed in accordance with the provisions of this Agreement or for the cost of benefits under the Plan which are claimed or awarded to a Participant.
- 13.3 The obligations under this Article XIII shall continue beyond the term of this Agreement as to any act or omission which occurred during the term of this Agreement.
- 13.4 In the event that the general obligations of this Article XIII may be construed in such a manner so as to conflict with more specific provisions of this Agreement with respect to a particular issue, the more specific and comprehensive provisions shall be given effect.

ARTICLE XIV
Taxes and Assessments

- 14.1 If a tax or other assessment, including a premium tax, with respect to the Plan (other than an income tax with respect to the fees earned by the Plan Manager) is imposed upon the Plan Manager, the Plan Manager will provide written notification to the Client together with a copy of the tax bill or assessment within ten (10) business days of receipt.
- 14.2 If the Plan Manager pays the tax or assessment, the Client shall reimburse the Plan Manager for any amounts paid plus reasonable out-of-pocket expenses immediately upon notification by the Plan Manager that the tax has been paid.

**ARTICLE XV
Defense of Actions**

- 15.1 The Client and the Plan Manager agree to cooperate with respect to (a) the determination, settlement and defense of any and all claims for benefits undertaken by the Plan Manager pursuant to this Agreement, and (b) the settlement of and conduct of a defense against any claim for benefits which has been denied, which may include attending hearings and trials and assisting in securing the attendance of witnesses and giving of evidence.
- 15.2 The payment of legal fees arising out of any transaction or activity under this Agreement shall be the responsibility of the person incurring the expense, except as provided in Article XIII. However, legal fees incurred by the Plan Manager and attributable to a request, direction, or demand by the Client, the Plan Administrator, or the Employer shall be the responsibility of the person making the request, direction or demand. Legal fees incurred by the Plan Manager and attributable to the defense of claims determinations made in accordance with this Agreement shall be the obligation of the Client.

**ARTICLE XVI
Miscellaneous**

- 16.1 Ancillary Agreements. The Client agrees to execute or cause to be executed all ancillary agreements appropriate and necessary to enable the services described in this Agreement to be performed.
- 16.2 Entire Agreement. This Agreement (including the Exhibits and Plan documents as incorporated herein by reference) constitutes the entire agreement between the parties with respect to the Plan, and there are no agreements, representations or warranties regarding the subject matter of this Agreement between the parties other than those set forth or provided for in this Agreement (including the Exhibits and Plan documents as incorporated by reference).
- 16.3 Assignment. Neither the Plan Manager nor the Client may assign or otherwise transfer its rights and obligations under this Agreement to any other person or entity without the prior written consent of the other party. However, the functions to be performed by the Plan Manager may at any time be transferred to an affiliate of the Plan Manager. Any other attempted assignment or delegation shall render this Agreement voidable at the option of the non-assigning party.
- 16.4 Notices. All notices to the Client under this Agreement shall be personally delivered or sent by a method no less rapid than first class mail, with postage prepaid, or facsimile, to the Client at the following address:

Attn: Shannon Metzler
City of De Pere
335 South Broadway
De Pere, Wisconsin 54115
Telephone: 920-339-4045
FAX: 920-339-4049
Email: smetzler@mail.de-pere.org

All notices to the Plan Manager under this Agreement shall be personally delivered or sent by a method no less rapid than first class mail, with postage prepaid, or facsimile, to the Plan Manager at the following address:

Attn: Tami Quiram
HumanaDental Insurance Company
1100 Employers Boulevard
Green Bay, Wisconsin 54344
Telephone: 920-337-8469
Email: tquiram@humana.com

- 16.5 Severability. If any provision of this Agreement is determined to be unenforceable or invalid, such determination will not affect the validity of the other provisions contained in this Agreement. Failure to enforce any provision of this Agreement does not affect the rights of the parties to enforce such provision in another circumstance. Neither does it affect the rights of the parties to enforce any other provision of this Agreement at any time.
- 16.6 Applicable Law. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Wisconsin to the extent not preempted by federal law.
- 16.7 Amendment. This Agreement may be amended by the Client and the Plan Manager at any time by a writing duly executed by an appropriate officer of the Plan Manager and the Client.
- 16.8 Effect of Payment of Administration Charges. This Agreement shall be considered executed by the Plan Manager and the Client, upon signature of both the Plan Manager and the Client.
- 16.9 Dispute Resolution. If a dispute arises between the parties with respect to any matter hereunder, the following procedure shall be implemented (except that any party may seek injunctive relief from a court where appropriate in order to maintain the status quo while this procedure is followed):
- (a) The parties shall hold a meeting promptly, attended by persons with decision making authority regarding the dispute, to attempt in good faith to negotiate a resolution of the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties hereunder or be deemed a waiver by a party hereto of any remedies to which such party would otherwise be entitled.
 - (b) If, within ten (10) business days after such meeting, the parties have not succeeded in negotiating a resolution for the dispute, they agree to submit the dispute to mediation and binding arbitration in accordance with the Model Procedure for Mediation of Business Disputes of the Center for Dispute Resolution of the Institute for Conflict Prevention and Resolution ("CPR") and, in the case of arbitration, the PCPR Rules for Non-Administered Arbitration of Business Disputes.

- (c) The parties will jointly appoint a mutually acceptable mediator or arbitrator, seeking assistance from the CPR if they are not able to agree upon such an appointment within 20 days. The parties shall participate in good faith in the mediation and related negotiations for at least 20 days. If the parties have not successfully resolved the dispute through this mediation process, they agree to binding arbitration by a single arbitrator, in accordance with the CPR Rules for Non-Administered Arbitration of Business Disputes. The arbitration shall be subject to the Federal Arbitration Act, and any judgment by the arbitrator may be entered by any U.S. Court with jurisdiction.
- (d) Arbitration shall take place in the State of Wisconsin unless otherwise agreed by all of the parties. Equitable remedies shall be available, but punitive damages shall not. Any question concerning whether an issue is subject to arbitration is to be determined by the arbitrator. Any court with jurisdiction may enter judgment on the award rendered.
- (e) The Plan Manager shall not disrupt the coverage of any member during the dispute resolution process.

16.10 Contractor Records. Plan Manager acknowledges that, as a contractor of a Wisconsin Municipality, records produced by Plan Manager pursuant to this contract are subject to the public records law [Wis. Stats. §19.36(3)] to the extent that they would otherwise be if maintained by the Client. Plan Manager agrees that, within ~~ten (10)~~ twenty (20) business days of a written request of the Client, it shall forward such records as are requested by the Client.

IN WITNESS WHEREOF, the Client and the Plan Manager have executed this Agreement on _____, 20__.

CITY OF DE PERE

(By) _____
(signature)

Name: _____

Title: _____

HUMANADENTAL INSURANCE COMPANY

(By) _____
Tami Quiram
President

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EXHIBIT A**Identification of the Plan**

City of De Pere Employee Dental Plan

(Dental Coverage)

(A Federal Governmental Plan)

EXHIBIT B

COBRA Administration Services

DEFINITIONS

- B1.1 "COBRA" means the Federal Consolidated Omnibus Budget Reconciliation Act of 1986, as amended, which requires health care continuation coverage through amendments to the Employee Retirement Income Security Act of 1974, the Internal Revenue Code of 1986, and the Public Health Services Act of 1944.
- B1.2 "COBRA Service Provider" means a provider of COBRA administrative services retained by the Client or the Employer to provide specific COBRA administrative services as described in this Exhibit "B".
- B1.3 "Covered Person" means an individual with respect to whom benefits may be or become payable under the provisions of the Plan.
- B1.4 "Qualified Beneficiary" means a current or former employee of the Employer who is entitled to continued coverage under the Plan through COBRA and a spouse or dependent of a current or former employee who is entitled to continued coverage under the Plan through COBRA. A Qualified Beneficiary under COBRA law also includes a child born to the current or former employee during the coverage period or a child placed for adoption with the current or former employee during the coverage period. At the time COBRA election is made, these individuals are also referred to as a "COBRA Continuee".

DUTIES OF THE PLAN MANAGER

- B2.1 The Plan Manager will provide claims processing and other administrative services as described in this Agreement with respect to COBRA Continuees as Covered Persons under the Plan.
- B2.2 The Plan Manager will not determine questions of eligibility for COBRA continuation under the Plan.
- B2.3 The Plan Manager will record a termination date for each COBRA Continuee as designated to the Plan Manager by the Employer or the Plan Administrator (the "Termination Date"). After the Termination Date such individual will no longer be considered to be a COBRA Continuee and a Covered Person. The Plan Manager will not provide services under this Agreement with respect to any COBRA Continuee insofar as those services may pertain to time periods occurring after the Termination Date.

DUTIES OF THE COBRA SERVICE PROVIDER

- B3.1 The COBRA Service Provider will notify the Plan Manager and the Employer of an individual's election of COBRA continuation coverage.
- B3.2 The COBRA Service Provider will, in accordance with its regular practices, bill COBRA Continuees for the costs payable by them for COBRA continuation coverage under the Plan on a monthly basis.
- B3.3 The COBRA Service Provider will, in accordance with its regular practices, collect the amounts billed in accordance with Exhibit "B3.2" on a monthly basis from COBRA Continuees. A thirty-one (31) day grace period will be allowed for payment of the amount due.

DUTIES OF THE CLIENT OR THE EMPLOYER

- B4.1 The Client or the Employer will retain a COBRA Service Provider who is responsible for providing all notices required by COBRA to Qualified Beneficiaries.
- B4.2 The Client and the Employer understand and agree that the Employer is solely responsible for compliance with COBRA and for deciding all questions, including matters of clerical error, arising out of COBRA Continuees' eligibility for COBRA continuation coverage.
- B4.3 The Client and the Employer understand and agree that the Plan Manager is in no way responsible and does not assume responsibility for compliance with any obligations of the Employer under COBRA. Performance of services under this Agreement shall not be construed by the Client or the Employer that the Plan Manager endorses, warrants, or represents that the COBRA continuation coverage provided by the Employer is in compliance with any legal obligation of the Employer.
- B4.4 Notification to the Plan Manager and COBRA Service Provider by the Employer, or the Plan Administrator of the termination date, qualifying event and eligibility of an individual to receive COBRA continuation coverage.
- B4.5 Notification to the COBRA Service Provider by the Employer or the Plan Administrator of the appropriate amounts due for coverage under the Plan.
- B4.6 The Client and the Employer understand and agree that the Client shall inform each affected entity (e.g. HMO) of the existence of this Agreement and, by separate written agreement or otherwise, secure each entity's acceptance of its pertinent provisions.

NOTICES

- B5.1 The Plan Manager shall be entitled to rely and act based upon documents, letters, electronic communications, or telephone communications which are confirmed in writing and provided to it by the Client or the Employer. Reliance will continue until the time the Client or the Employer notifies the Plan Manager in writing of any change or amendment to those communications.
- B5.2 Notices provided by the Client regarding these COBRA Administration Services to the Plan Manager shall be personally delivered or sent by a method no less rapid than first class mail, with postage prepaid, or facsimile, to the Plan Manager at the following address:

Attn: Tami Quiram
HumanaDental Insurance Company
1100 Employers Boulevard
Green Bay, Wisconsin 54344
Telephone: 920-337-8469
Email: tquiram@humana.com

EXHIBIT C**Utilization / Case Management Services****“NO SERVICES PROVIDED”**

EXHIBIT D

Networks

DEFINITIONS

- D1.1 "Covered Services" means dental services or supplies to which a dental coverage provision of the Plan might apply.
- D1.2 "Dental Provider" means any dentist or any other provider of dental services or supplies which are Covered Services under the terms of the Plan.
- D1.3 "Network" means a network of Preferred Providers which is available to provide services with respect to Participants in connection with this Agreement.
- D1.4 "Preferred Provider" means a Dental Provider that is available by virtue of this Agreement to furnish services or supplies with respect to Participants under applicable utilization management or case management provisions of the Plan.
- D1.5 "Preferred Provider Services" means Covered Services provided by a Preferred Provider or for emergency care.
- D1.6 "Service Area" means the Zip Code Areas in which each Network provides dental services in accordance with the terms of this Agreement and the Plan.
- D1.7 "Zip Code Area" means the geographical area described by any five-digit zip code established by the United States Post Office.

NETWORKS

- D2.1 The Plan Manager will engage one or more Networks to provide Covered Services under the Preferred Provider Services provisions of the Plan, within each Service Area served by the Networks. The Plan Manager will provide a listing of Network locations and Preferred Provider locations within each Service Area.

PROVIDERS

- D3.1 The Client agrees that the Plan Manager shall not be held responsible for the actions of Dental Providers, including providing dental services, and that in no event shall the hold harmless and indemnity provisions of this Agreement apply against the Plan Manager with respect to any expense caused by the acts or omissions of Dental Providers.

- D3.2 The Plan Manager represents that provider agreements entered into by it in connection with its obligations under this Agreement comply with all of the requirements of applicable law. With respect to its obligations under this Agreement, the Plan Manager will exercise due diligence in selecting Dental Providers.
- D3.3 The Plan Manager acknowledges that providers of professional dental services under contract with a Network maintained by the Plan Manager or by companies under common control with it comply with credentialing standards no less stringent than those prevailing in the industry.

EXHIBIT E

CUSTOM BANKING ARRANGEMENT

In order to facilitate the transfer of claims payment funds in connection with the Client's obligations under the Plan Management Agreement, the Client and the Plan Manager agree to the following terms and conditions.

Under this method of claims payment, claims are paid by means of checks and electronic funds transfers (EFT's) drawn against an account set up by the Client. The checks are drafted on Humana check stock, which must exhibit the Client's financial institution numbers. The Client is responsible for managing this checking account.

- E1.1 Claims expenses are paid by means of checks and EFT's drafted on a designated claims payment account established and maintained by the Client from which claims payments will be made under the Plan Management Agreement (the "Designated Account") at a designated bank (the "Designated Bank").
- E1.2 The Client agrees to:
- (a) Maintain at all times sufficient funds in the Designated Account to fund claims payments made under the Plan Management Agreement.
 - (b) Take all steps necessary to authorize the Designated Bank to honor checks written and EFT's issued against the Designated Account by the Plan Manager. **If an ACH debit filter or block has been placed on your account, the Client will ensure that the Plan Manager's debit will be allowed to post to the Client's account. The Plan Manager's ACH ID is 1391263473.**
 - (c) Pay any fees charged by the Designated Bank to service the Designated Account.
 - (d) Provide bank account specification sheet of the Designated Account to the Plan Manager.
 - (e) Provide logo and authorized check signatures to the Plan Manager to be printed on checks, if desired, for a one time fee.
- E1.3 The anticipated frequency of transactions under this agreement is daily, i.e. checks/EFT's will clear the Designated Account each banking day.
- E1.4 Additional Responsibilities of the Client:
- (a) Reconcile statements of the Designated Account.
 - (b) Resolve any unclaimed property matters.

E1.5 The Plan Manager agrees to:

- (a) Provide a draft register of Designated Account claims payment activity to the Client on a weekly or monthly frequency.
- (b) Issue stop payment requests, if appropriate.

E1.6 While this Plan Management Agreement is in effect, the Client and the Plan Manager may agree in writing to change this Banking Arrangement. However, any such change shall not affect continuing obligations under the Plan Management Agreement or liability of the Client for checks and EFT's authorized for payment, fees incurred as provided in this Agreement, and/or any due and agreed upon balance requirements in effect prior to the effective date of the change.

E1.7 Persons to contact at the Client's location regarding this Custom Banking Arrangement:

Primary Contact:

Name: Joe Zegers

Phone Number: 920-339-4041

FAX Number: 920-339-9491

Email: jzegers@mail.de-pere.org

**CUSTOM BANKING
AUTHORIZATION AGREEMENT**

This "Authorization Agreement" is entered into by the Client under an administrative services agreement which is concurrently in force (the "Plan Management Agreement"), and the Plan Manager under that agreement, in order to facilitate the delivery of claims payment funds in connection with the Client's obligations under the Plan Management Agreement.

- I. The Client hereby authorizes the Plan Manager to print, sign, issue checks and EFT's drawn on the Client's designated claims payment account ("Designated Account") identified below.
- II. The Designated Account of the Client is identified:

 Designated Bank Name: Associated Bank City/State of Bank: Green Bay, WI

 Transit Routing Number: 075900575 Designated Account Number: 1420283

 Name of Account: City of De Pere Dental Insurance

 Account Type: X checking ___ savings ___ trust
- III. This authority is to remain in full force and effect concurrent with the duration of the Plan Management Agreement until revoked by proper written notification by the Client or the Plan Manager, in such time and in such manner as to afford the Designated Bank a reasonable opportunity to act on it.

EXHIBIT F**Schedule of Fees**

F1.1 The monthly fees presented in this Exhibit “F” are valid for the period of time beginning January 1, 2017 and ending on December 31, 2017, except as otherwise stated.

F2.1 General:

Administrative Fees:

<u>Line of Coverage</u>	<u>Single</u>	<u>Family</u>
Dental*	\$2.79	\$7.17

* Printing/Mailing of Summary Plan Descriptions is not included in the Administrative Fee listed above.

F3.1 Specific:

- (a) Under Article 7.5 of this Agreement, the administrative fee for providing Subrogation / Recovery Services is 30% of all amounts recovered under that Article. The administrative fee will be applied towards the gross recovery, exclusive of any legal fees. Fees are calculated based on gross recovery. Expenses incurred are taken out of the Plan Manager’s fee when it is the Plan Manager’s choice to retain counsel. If the Client requests legal action outside the normal course of handling, it will be the Client’s responsibility to pay legal fees incurred.
- (b) With respect to access to provider networks in accordance with Article 7.7 of this Agreement or other similar provider arrangements arranged through the Plan Manager, the Client understands that a special access fee may be payable, depending upon the network or arrangement. The Client and the Plan Manager agree that the Client will be obligated to pay any special fee under this Exhibit “F3.1(b)” only upon advance written notice to and written consent by the Client.
- (c) The fee payable for run-out claims processing under Article 7.8 of this Agreement can be one of two options. The Client can choose for the Plan Manager to process run-out claims for either three (3) or twelve (12) months. The fee for handling these run-out claims for three (3) months is equal to three (3) months of Administrative fees or for twelve (12) months is equal to four (4) months of Administrative fees. The run-out fee will be calculated based on the total number of employees that were terminated from the Plan. The total run-out fee must be received by the Plan Manager to begin the claims processing for the selected run-out period.

F4.1 Payment:

- (a) Fees set forth in Exhibit “F2.1” are payable to the Plan Manager once per month, unless otherwise indicated.
- (b) Any special access fees payable under Exhibit “F3.1(b)” shall be paid by the Client to the Plan Manager as billed.

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: February 22, 2017

DEPARTMENT: Human Resources

FROM: Shannon Metzler

SUBJECT: Resolution #17-14, Authorizing Plan Adoption and Service Agreements Between the City of De Pere and Employee Benefits Corporation (EBC) for BEST, HRA and COBRA Secure Services.

ATTACHMENTS:

- Reso17-14 (DOCX)
- 2017 Council Recommendation (Final) III going back for contract approval (DOCX)
- City of De Pere HRA (PDF)
- City of De Pere FSA (PDF)
- City of De Pere cobra (PDF)

RESOLUTION #17-14

AUTHORIZING PLAN ADOPTION AND SERVICE AGREEMENTS
BETWEEN THE CITY OF DE PERE AND EMPLOYEE BENEFITS CORPORATION
FOR BESTFLEX, EBC HRA AND COBRA SECURE SERVICES

WHEREAS, the City of De Pere is interested in retaining a third party provider for its Flex, HRA and Cobra benefit plans; and

WHEREAS, Employee Benefits Corporation has available and offers to provide personnel necessary to accomplish such services as required in connection with those benefit plans; and

WHEREAS, the Finance/Personnel Committee has reviewed this matter and recommends its approval thereof.

NOW, THEREFORE, BE IT HEREBY RESOLVED THAT:

The Mayor is authorized and directed to execute the Plan Adoption and Service Agreements for BESTflex, EBC HRA and Cobra Secure Services Between Employee Benefits Corporation and the City of De Pere, attached hereto as Exhibits A, B and C, respectively, subject to changes as deemed necessary by the City Attorney.

BE IT FURTHER RESOLVED THAT:

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

Adopted by the Common Council of the City of De Pere, Wisconsin, this 22nd day of February, 2017.

APPROVED:

Michael J. Walsh, Mayor

ATTEST:

Carey Danen, Deputy Clerk

Ayes: _____

Nays: _____

Attachment: Reso17-14 (5545 : Reso #17-14 Authorizing Service Agreement with (EBC))

Memo**City of De Pere**

To: Members of the Finance/Personnel Committee
 From: Shannon Metzler, Human Resources Director
 RE: Consideration of 2017 Benefit Renewal and Plan Design Changes
 Date: August 9, 2016

Note: The three agreements were approved at the February 14, 2017 Finance/Personnel Committee meeting.

The below changes were previously approved last August. EBC is one of the new vendors we are working with. They administer flexible spending, HRA, and COBRA for the city. I am asking to approve the three service agreements only. Please note the service agreements are embedded into their plan adoption agreement. Therefore, only the sections titled “Responsibilities for the Employer and HIPPA Business Associate Responsibilities” are part of the service agreement.

Employee Benefits

We want to make sure that the benefit plans we offer employees provide high quality, great service and are financially sustainable. We have been working the last 6 months preparing for the 2017 plan renewal. The review process included a market-based approach including plans, plan design and insurance carriers. We went out for market for most benefits offered by the City.

Market Changes

The largest market disruption we saw this year was in the insurance carrier market. The market saw our long-time self-funded health and dental insurance carrier Humana, acquired by Aetna. This change in the landscape really encouraged us to thoroughly look at the entire market for administrators.

In our evaluation of self-funded administrators we analyzed a few factors, those being: service levels, fee structure and provider network. Our evaluation of the market included a look at WPS/Arise, WEA/Cypress (through the League of WI Municipalities), Anthem Blue Cross, Blue Shield and UMR (a UnitedHealthcare company). We found that moving our plans to a new administrator would give us a 99% match rate on providers, with significant claims cost savings (approximately \$133,000) to the plan.

Effective 1/1/2017, we are recommending moving the administration of our self-funded health plan from Humana to UMR. We are also recommending moving the Pharmacy benefit program to CVS/Caremark with Wisconsin RX collaborative (aka National Cooperative Rx), and placing our stop loss with a UMR preferred vendor as we are able to closer to renewal. By changing pharmacy carriers, the anticipated savings is \$165,000. We also anticipate a savings moving stop loss carriers.

Medical Plan Design Changes

As we have done in the last few years, we are recommending some changes to the plan design that bring our plan in line with industry standards. There is a requirement to access the UMR Choice Plus network that in/out of network must have at least a \$250 differential. Therefore, the out-of-network deductible would be increased by that amount. The other recommended plan changes are:

Medical Benefit	City of De Pere Current	Industry Standard
Deductible	Deductibles reduce each other (par/non-par)	Deductibles do not reduce each other
Out of Pocket	Out of Pockets reduce each other (par/non-par)	Out of Pockets do not reduce each other
Supplemental Accident Benefit	\$300	No Supplemental Accident Benefit
Skilled Nursing Facility and Physician	100%	Deductible and Coinsurance
Hospice	100%	Deductible and Coinsurance
TMJ	Not Covered (Current coverage under Dental plan)	Deductible and Coinsurance (up to \$1,250 max)
Vision Therapy	Covered	Not Covered

Therapy Visits	Unlimited	60 or 100 visit combined limit
Dental Implants	Coverage under the Medical Plan	Not Covered (Standard is to cover under Dental plan)
Eye Exams	Covered In-Network and Out-of-Network	Covered In-Network only

Medical Renewal Rates

Based on the above recommended plan design changes and the change in administrators, our plan is currently sustainable and we see no reason to change the rate structure of our health insurance plan. The medical trend is currently 8.5%. The rates would continue to be:

	Current - Renewal
Single	\$773.74
EE+1	\$1,440.08
Family	\$2,361.96
Retiree Single under 65	\$1,021.34
Retiree EE+1 under 65	\$1,900.91
Retiree Family under 65	\$3,117.79
Medicare Single over 65	\$696.37
Medicare Two over 65	\$1,392.74
Medicare one over one under 65	\$1,717.71

Dental Insurance

We are further recommending changes to the self-insured dental plan design to bring the plan to industry standards, and recommending staying with the current carrier, Humana. The overall recommended increase to our dental funding is approximately 3.6%. The dental trend is currently 4.5%.

<u>Dental Benefit</u>	<u>City of De Pere Current</u>	<u>Industry Standard</u>
Plan	Indemnity	Passive PPO
Preventative Services	Tracks towards Annual Maximum	Does not track towards Annual Maximum
Maximum	\$1,250 Maximum	Add Extended Maximum (30% coverage)
Coordination of Benefits	100%	Normally Liability
Dental Implants	Not Covered (current coverage under Medical plan)	Covered under Major Services in Dental Plan
TMJ	80% Basic	Covered under Medical Plan
Ortho	No Age Limit	To Age 19
Evidence Based Integrated Care (EBIC)	Not Included	Included
Sealants	To Age 15 – Limited to one (1) per tooth per lifetime and only on the occlusal surface of permanent molars which are free of decay and restoration	Cover sealants on molars to age 19

Dental Renewal Rates

<u>Current</u>	<u>2017 Renewal</u>	<u>Dental Associates</u>
Single - \$ 41.26	Single – \$42.75	Single - \$34.94
Family - \$125.44	Family - \$129.96	Family - \$99.71

Life and LTD

The market analysis for our current Life and Long Term Disability offering show that our plans are comprehensive and competitive.

Wellness

One of the best ways we can be pro-active in managing the benefit plans is by educating employees about managing their own personal health. This year we recommend implementing participation based Health Assessments (HAs) with a biometric screening. These basic health screenings will help members engage in their health and understand their overall status and risks. Individuals who choose to participate will receive a personalized report identifying their overall health status with individual score. The City will receive an Executive Summary which does NOT provide any personal health data. The Executive Summary will help us understand the overall risks of our members and be used to create wellness initiatives that address the overall risks.

What are Health Assessments?

The Health Assessment (HA) includes three components:

- **Health Questionnaire:** To be filled out by the participant and when combined with the biometrics, provides a personal health report for their review.
- **Biometric Session:** On-site fasting blood draw, blood pressure, height and weight measurements. This combined with the questionnaire provides a snapshot of participant's overall health. Off-site facilities will also be offered by the provider.
- **Feedback Session:** Face to face or telephonic review of the participant's results. Individuals will be educated on the meaning of the results and may need to seek additional care based on results. These confidential feedback assessment sessions will be conducted by professional RN/Health Coaches in either a private room onsite at the City or telephonically, if desired.

Employees enrolled in the health plan currently receive dollars in their Health Reimbursement Account (HRA) every January 1st. Health Assessments (HA's) are not required for members to be eligible for the health plan, but are encouraged as the funding of the health reimbursement account (HRA) will be affected by participation. The 2017 Health reimbursement dollars will be reduced by 50% but can be earned back by employees and spouses completing a Health Assessment (HA) in 2016. The total amount contributed to the HRA will then equal the same amount received in the past. Please note: The HRA dollars can be earned back by simply completing the Health Assessment (HA). The dollars contributed to employees HRA accounts will not be based on a participant's Health Assessment (HA) score.

Effective January 1, 2018, employees/spouses must have completed a wellness certificate in 2017 which demonstrates compliance with preventative screenings in addition to the Health Assessment (HA) in order to receive the additional HRA dollars. The preventative screenings include a complete physical and age appropriate screening such as breast, cervical and colorectal screenings (frequency for the medical exams/screenings would be determined by the member's physician). In addition, employees/spouses must complete a preventative dental exam and cleaning one time per year. The wellness certificate portion would be delayed the first year as we understand it sometimes can take 6+ months to get an appointment for a physical. As we are self-insured, preventative care is paramount to early detection which therefore reduces costs.

After a market review, we are recommending utilizing Bellin Health for the biometric screenings which uses Healics for their HA tool. The cost is approximately \$17,128 per year to conduct the HA's. We would also like to budget for optional/additional health coaching for participant's to work with nurses towards achieving their goals. The budget amount being proposed is \$5,200 per year. All funding would come directly from the health cash account. This account is running at approximately 70% loss ratio. Due to how well our plan is performing, these costs can be absorbed while maintaining a 0% increase to the fund for 2017.

Flexible Spending Account (FSA)/Health Reimbursement Account (HRA)/COBRA

Currently we utilize Benefit Advantage as the administrator for our FSA/HRA/COBRA programs. During the past year we have experienced significant service issues/concerns with Benefit Advantage due to system changes and their interface with our employees. This led us to the opinion that we needed to do a market analysis to consider our options.

Our market analysis identified EBC as a potential replacement for Benefit Advantage. In 2014, we had considered EBC due to potential financial savings, but determined that the minor savings did not outweigh the quality of services that Benefit Advantage had provided. With the service decline from Benefit Advantage, we believe that we will not only experience minor savings by transitioning to EBC, but their service to employees will also be superior.

NEW Voluntary Vision Benefit

In partnering with the Benefit/Wellness Advisory team, we hear from our employees that they would like a voluntary vision benefit offering. We will be partnering with UHC to make an offer of coverage for vision benefits. This benefit is voluntary and the entire cost of monthly premium will be paid by the employee, via payroll deduction.

Member Communication

Our rollout of 2017 benefit plans will include in-person employee meetings to educate employees and spouses on the plan changes. The meetings will be videotaped for those not able to attend the meetings.

All of the above recommendations were discussed with the Benefit/Wellness Advisory team and the team supports the recommended changes.

Please contact me at 339-4045 if you have questions prior to the meeting.



Plan Adoption and Service Agreement

15.d

Employee Benefits Corporation

Fax to: **608 831 4790**
Mail to: **Employee Benefits Corporation**, PO Box 44347, Madison WI 53744-4347
Phone support: **800 346 2126**, 608 831 8445
E-mail support: **sales@ebcflex.com**

Part A: Plan Adoption Agreement

Effect of Plan Adoption Agreement: The Plan Adoption Agreement (pages 1 to 6, Employer Information Form plus any addendum to the agreement), along with the EBC HRASM Plan Document, contains all the provisions of an Internal Revenue Code Section 105 Health Reimbursement Arrangement sponsored by the Employer. The Employer may wish to consult its legal counsel before executing the Plan Adoption Agreement.

As set forth below, the following Employer hereby engages Employee Benefits Corporation, PO Box 44347, Madison, Wisconsin 53744-4347 (telephone: 608 831 8445; toll free 800 346 2126), to provide services related to the EBC HRA. The EBC HRA is a Health Reimbursement Arrangement subject to Sections 105 and 106 of the Internal Revenue Code.

Organization Information

Legal Name of Organization

Federal Employer ID Number (FEIN) (xx-xxxxxx)

Is the company listed above part of a controlled group?

Yes No (If you chose "Yes" the attached Related Employers Form must be completed)

Name the EBC HRA

Use a standard Plan name: [Organization Name] Health Reimbursement Arrangement

Use a custom or previously established name

Enter the custom or previously established Plan name

Plan Number

Plan Details

This is an entirely new Section 105 Plan

Deductible Credits Apply:

Yes No

Deductible credits are applied on the participant level as claim information is received

This is a continuation of an existing Section 105 Plan

Original Effective Date, if known (mm-dd-yyyy)

This is a mid-Plan Year takeover of an existing Section 105 Plan

Original Effective Date, if known (mm-dd-yyyy)

Prior start date (mm-dd)

Prior end date (mm-dd)

Takeover Blackout Period:

Blackout Period Start Date (mm-dd-yyyy)

Blackout Period End Date (mm-dd-yyyy)

Collectively Bargained Benefit:

Yes No

Effective Date (Start Date):

EBC HRA Effective Date (mm-dd-yyyy)

Plan Year

Use a calendar Plan Year: **January 01 - December 31**

Use an off-calendar Plan Year

Start date (mm-dd)

End date (mm-dd)

Attachment: City of De Pere HRA (5545 : Reso #17-14 Authorizing Service Agreement with (EBC))

Eligibility Requirements

- Option 1:** To be eligible for the EBC HRA, the Employee MUST elect the qualifying health plan(s)
- Option 2:** To be eligible for the EBC HRA, the Employee MUST be separated from service (e.g., severance, termination, COBRA)
- Option 3:** To be eligible for the EBC HRA, the Employee must be a qualifying retiree
- Option 4:** Enter the hourly requirement and waiting period for plan designs which reimburse expenses other than deductible and/or coinsurance

Hourly Requirement: Hours per week Other:

Waiting Period: First of the month after:

30 days 60 days 90 days Date of hire

Other:

From date of hire:

30 days 60 days 90 days

Other:

On date of hire

Other eligibility:

Other Requirement:

Qualified Health Plan(s)**Insurance Carrier Name:**

The EBC HRA is offered with: All health plans Selected health plans (list):

Health plan renewal date: (mm-dd-yyyy)

The EBC HRA is offered with a Health Savings Account (HSA):

Yes No

Reimbursement, Runout and Rollover

The annual benefit is available for reimbursement at the start of the Plan Year

The annual benefit will be divided and deposited equally as follows:

Monthly Quarterly

Prorating: No prorating Daily Monthly Quarterly

Employees hired during the period indicated above will receive the full EBC HRA allocation for that period

Runout Period: Standard three-month runout Other number of days: No runout

Rollovers: No unused dollars roll over

All unused dollars roll over annually with no maximum

All unused dollars roll over with a maximum lifetime rollover amount:

\$ Single (00000) \$ Limited Family (00000) \$ Family (00000)

Limited unused dollars roll over annually; enter a dollar or percentage amount below:

\$ Single (00000) or % \$ No maximum

Maximum lifetime rollover amount (00000)

Plan Design Template 01

Plan Template Name

Expense Type: Select one expense type per page.

General Expense Types

Section 213 Dental Vision Office Co-pay Individual Insurance Premium Prescription Co-Pay

Deductible or Coinsurance Expense Types

Health Plan Deductible Prescription Deductible Coinsurance

Do you authorize Employee Benefits Corporation to accept prescription receipts in lieu of an Explanation of Benefits (EOB) from the carrier if prescription is applied to deductible?

Yes No

How is the deductible or coinsurance calculated for Family or Limited Family?

Aggregate Embedded

For the selected expense types above, enter the participant's deductible or coinsurance amounts below:

\$ \$ \$
Single (00000) Limited Family (00000) Family (00000)

Maximum EBC HRA Reimbursement

Enter the maximum dollar amount available for reimbursement by the EBC HRA for the selected expense type:

\$ \$ \$
Single (00000) Limited Family (00000) Family (00000)

Reimbursement Plan

Use this table to design the EBC HRA reimbursement for your selected expense type. Completing single coverage only creates an Employee only benefit. **Important note:** You must calculate the "To Amount" based on the embedded individual amount.

		<i>From Amount (00000)</i>	<i>To Amount (00000)</i>	<i>% EBC HRA Pays</i>	<i>No Benefit Maximum</i>	<i>Apply Rollover</i>	<i>Apply Additional Benefi</i>
Single	1st Tier	\$	\$	%	Yes	Yes	Yes
	2nd Tier	\$	\$	%	Yes	Yes	Yes
	3rd Tier	\$	\$	%	Yes	Yes	Yes
	4th Tier	\$	\$	%	Yes	Yes	Yes
Limited Family		<i>From Amount (00000)</i>	<i>To Amount (00000)</i>	<i>% EBC HRA Pays</i>	<i>No Benefit Maximum</i>	<i>Apply Rollover</i>	<i>Apply Additional Benefi</i>
	1st Tier	\$	\$	%	Yes	Yes	Yes
	2nd Tier	\$	\$	%	Yes	Yes	Yes
	3rd Tier	\$	\$	%	Yes	Yes	Yes
	4th Tier	\$	\$	%	Yes	Yes	Yes
Family		<i>From Amount (00000)</i>	<i>To Amount (00000)</i>	<i>% EBC HRA Pays</i>	<i>No Benefit Maximum</i>	<i>Apply Rollover</i>	<i>Apply Additional Benefi</i>
	1st Tier	\$	\$	%	Yes	Yes	Yes
	2nd Tier	\$	\$	%	Yes	Yes	Yes
	3rd Tier	\$	\$	%	Yes	Yes	Yes
	4th Tier	\$	\$	%	Yes	Yes	Yes

Plan Design Template 02

Plan Template Name

Expense Type: Select one expense type per page.

General Expense Types

Section 213 Dental Vision Office Co-pay Individual Insurance Premium Prescription Co-Pay

Deductible or Coinsurance Expense Types

Health Plan Deductible Prescription Deductible Coinsurance

Do you authorize Employee Benefits Corporation to accept prescription receipts in lieu of an Explanation of Benefits (EOB) from the carrier if prescription is applied to deductible?

Yes No

How is the deductible or coinsurance calculated for Family or Limited Family?

Aggregate Embedded

For the selected expense types above, enter the participant's deductible or coinsurance amounts below:

\$ \$ \$
Single (00000) Limited Family (00000) Family (00000)

Maximum EBC HRA Reimbursement

Enter the maximum dollar amount available for reimbursement by the EBC HRA for the selected expense type:

\$ \$ \$
Single (00000) Limited Family (00000) Family (00000)

Reimbursement Plan

Use this table to design the EBC HRA reimbursement for your selected expense type. Completing single coverage only creates an Employee only benefit. **Important note:** You must calculate the "To Amount" based on the embedded individual amount.

		<i>From Amount (00000)</i>	<i>To Amount (00000)</i>	<i>% EBC HRA Pays</i>	<i>No Benefit Maximum</i>	<i>Apply Rollover</i>	<i>Apply Additional Benefi</i>
Single	1st Tier	\$	\$	%	Yes	Yes	Yes
	2nd Tier	\$	\$	%	Yes	Yes	Yes
	3rd Tier	\$	\$	%	Yes	Yes	Yes
	4th Tier	\$	\$	%	Yes	Yes	Yes
Limited Family		<i>From Amount (00000)</i>	<i>To Amount (00000)</i>	<i>% EBC HRA Pays</i>	<i>No Benefit Maximum</i>	<i>Apply Rollover</i>	<i>Apply Additional Benefi</i>
	1st Tier	\$	\$	%	Yes	Yes	Yes
	2nd Tier	\$	\$	%	Yes	Yes	Yes
	3rd Tier	\$	\$	%	Yes	Yes	Yes
	4th Tier	\$	\$	%	Yes	Yes	Yes
Family		<i>From Amount (00000)</i>	<i>To Amount (00000)</i>	<i>% EBC HRA Pays</i>	<i>No Benefit Maximum</i>	<i>Apply Rollover</i>	<i>Apply Additional Benefi</i>
	1st Tier	\$	\$	%	Yes	Yes	Yes
	2nd Tier	\$	\$	%	Yes	Yes	Yes
	3rd Tier	\$	\$	%	Yes	Yes	Yes
	4th Tier	\$	\$	%	Yes	Yes	Yes

Plan Design Template 03

Plan Template Name

Expense Type: Select one expense type per page.

General Expense Types

Section 213 Dental Vision Office Co-pay Individual Insurance Premium Prescription Co-Pay

Deductible or Coinsurance Expense Types

Health Plan Deductible Prescription Deductible Coinsurance

Do you authorize Employee Benefits Corporation to accept prescription receipts in lieu of an Explanation of Benefits (EOB) from the carrier if prescription is applied to deductible?

Yes No

How is the deductible or coinsurance calculated for Family or Limited Family?

Aggregate Embedded

For the selected expense types above, enter the participant's deductible or coinsurance amounts below:

\$ \$ \$
Single (00000) Limited Family (00000) Family (00000)

Maximum EBC HRA Reimbursement

Enter the maximum dollar amount available for reimbursement by the EBC HRA for the selected expense type:

\$ \$ \$
Single (00000) Limited Family (00000) Family (00000)

Reimbursement Plan

Use this table to design the EBC HRA reimbursement for your selected expense type. Completing single coverage only creates an Employee only benefit. **Important note:** You must calculate the "To Amount" based on the embedded individual amount.

		<i>From Amount (00000)</i>	<i>To Amount (00000)</i>	<i>% EBC HRA Pays</i>	<i>No Benefit Maximum</i>	<i>Apply Rollover</i>	<i>Apply Additional Benefi</i>
Single	1st Tier	\$	\$	%	Yes	Yes	Yes
	2nd Tier	\$	\$	%	Yes	Yes	Yes
	3rd Tier	\$	\$	%	Yes	Yes	Yes
	4th Tier	\$	\$	%	Yes	Yes	Yes
Limited Family		<i>From Amount (00000)</i>	<i>To Amount (00000)</i>	<i>% EBC HRA Pays</i>	<i>No Benefit Maximum</i>	<i>Apply Rollover</i>	<i>Apply Additional Benefi</i>
	1st Tier	\$	\$	%	Yes	Yes	Yes
	2nd Tier	\$	\$	%	Yes	Yes	Yes
	3rd Tier	\$	\$	%	Yes	Yes	Yes
	4th Tier	\$	\$	%	Yes	Yes	Yes
Family		<i>From Amount (00000)</i>	<i>To Amount (00000)</i>	<i>% EBC HRA Pays</i>	<i>No Benefit Maximum</i>	<i>Apply Rollover</i>	<i>Apply Additional Benefi</i>
	1st Tier	\$	\$	%	Yes	Yes	Yes
	2nd Tier	\$	\$	%	Yes	Yes	Yes
	3rd Tier	\$	\$	%	Yes	Yes	Yes
	4th Tier	\$	\$	%	Yes	Yes	Yes

Combine Expense Types

Yes, combine all selected expense types with a maximum reimbursement:

\$	\$	\$
Single (00000)	Limited Family (00000)	Family (00000)

Additional Enhancements

Additional Enhancements require an Addendum to this Agreement. Please contact our Sales Team at 800 346 2126 or email sales@ebcflex.com to request the Addendum.

Post Employment Benefit: The Post Employment Benefit allows employees who retire, terminate or lose eligibility (Employer option) to continue to have access to their EBC HRA funds

Additional Benefit: The Employer can apply additional dollars to the EBC HRA for items such as wellness testing, smoking cessation, etc.

Custom Reimbursement Arrangement: A Custom Reimbursement Arrangement may be used to reimburse expenses not covered in the Plan Design Template

Perpetual Benefit: An EBC HRA plan that has no Plan Year

Please Sign and Date the Plan Adoption Agreement

X

Employer: Signature	Date (mm-dd-yyyy)
---------------------	-------------------

Print Name	Title
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Attachment: City of De Pere HRA (5545 : Reso #17-14 Authorizing Service Agreement with (EBC))

Part B: Plan Service Agreement

The Service Agreement (pages 7 to 11, plus any addendum to the agreement), is a contract between the Employer and Employee Benefits Corporation. The Service Agreement provides how Employee Benefits Corporation will assist the Employer in administering the Plan. The Employer may wish to consult its legal counsel before executing the Service Agreement.

Note: In the states of Arizona, Florida, Kentucky, Massachusetts, Montana, North Carolina, Nebraska, Ohio, Rhode Island, Tennessee, Vermont, Virginia, and Washington, Employee Benefits Corporation is registered under the "doing business as" (DBA) name EBC Benefits Administration Corporation. In the state of New Hampshire, Employee Benefits Corporation is registered under the DBA name Employee Benefits Administrators of Wisconsin.

Organization Information

Legal Name of Organization

Federal Employer ID Number (FEIN) (xx-xxxxxx)

Number Of Employees

Employee Total

Eligible Employee Total

Benefits Card

You can take advantage of the Benefits Card when the EBC HRA reimburses first dollar coverage and has common family aggregate amounts.

If the participant is required to pay first dollar coverage or pay a percentage of an expense, the Benefits Card is not an option. The "Benefits Card" is a stored-value debit card provided to plan participants that allows payment of a qualified expense at the point of sale if issued and used in accordance with IRS regulations and guidance.

Add the Benefits Card

I understand the Benefits Card will be made available to all EBC HRA participants and can only be used for qualified medical expenses.

Vision

Dental

Medical

Prescription

Section 213

Health plan co-pays:

Health Plan does not have co-pays

Prescription co-pays: Enter all (generic, brand name, non-formulary, mail order)

\$	\$	\$	\$	\$	\$
(0000)	(0000)	(0000)	(0000)	(0000)	(0000)
\$	\$	\$	\$	\$	\$
(0000)	(0000)	(0000)	(0000)	(0000)	(0000)

Medical co-pays: Enter all (office visit, emergency room, hospital, ambulance)

\$	\$	\$	\$	\$	\$
(0000)	(0000)	(0000)	(0000)	(0000)	(0000)
\$	\$	\$	\$	\$	\$
(0000)	(0000)	(0000)	(0000)	(0000)	(0000)

Dental co-pays: Enter all (office visit, other)

\$	\$	\$	\$
(0000)	(0000)	(0000)	(0000)

Vision co-pays: Enter all (office visit, other)

\$	\$	\$	\$
(0000)	(0000)	(0000)	(0000)

Claim Funding Method

Claims-only Deduction Billing: Employer holds the funds

Billing Frequency: Daily * Twice Weekly Weekly

Payment Options: Employee Benefits Corporation initiated auto-debit * Employer initiated auto-deposit Check

Direct Payment: Claims paid from employer's checking account

Billing Frequency: Daily * Twice Weekly Weekly

Participant Payment: Participant's choice - Direct Deposit or check Participant must use Direct Deposit

Administration Only: Employer pays claims

* Required with the Benefits Card.

Invoicing Preference for Claim Funding

Standard

By Division

Fees**EBC HRA Administration**

\$

First Year Fee (0000)

\$

Annual Renewal Fee (0000)

\$

Monthly Administration Fee (0.00) Per Participant
(\$50 minimum fee applies)**Benefits Card Administration**

\$

Monthly Administration Fee (0.00) Per Participant

Runout Takeover Administration

\$

Monthly Administration Fee (0.00) Per Participant
(\$50 minimum fee applies)**Deductible Credit Administration**

There is a \$150 processing fee per additional spreadsheet.

Invoicing Preference for Fees

Standard

By Division

Payment Method

Choose how you will submit your Annual and Monthly Administration Fees:

Payment Options:

Auto-debit

Auto-deposit

Check

Account Options:

Use bank information currently on file

Use the Auto-Debit and Direct Payment Form attached

Optional Services**Employee Education:**

Please add Employee Education Meetings by Employee Benefits Corporation personnel at additional cost

5500 Forms:

Employee Benefits Corporation will complete your 5500 Forms

@ \$150 ea.

\$

(0000)

Review the Term of this Service Agreement

This Service Agreement shall be in effect for a 1 year ("Term") and shall thereafter automatically renew indefinitely for like Terms, unless terminated as set forth in TERMINATION.

Services included with EBC HRA

- Plan design and client data entry
- Document updates due to regulatory or administrative changes
- Processing (1) Deductible Credit spreadsheet
- Client payment and billing setup
- Participant data entry or upload
- Nondiscrimination Testing Worksheet
- Secure access to www.ebcflex.com
- Reviewing benefit claims for payment
- Paying qualified benefit claims (to the extent the Employer has provided funds)
- Managing employee account information
- Direct deposit services
- Ongoing customer service support
- Dedicated Client Service Consultant

Services included with Benefits Card

- Receipt review on unsubstantiated transactions
- Benefits Card issued in participant's name

Responsibilities of the Employer

1.0 Effect of Service Agreement

This Service Agreement is a contract between the Employer and Employee Benefits Corporation. The Employer may wish to consult its legal counsel before executing this Service Agreement.

2.0 EBC HRASM Sponsor and Administrator

The Employer is both the sponsor and the administrator of the Plan, with the ultimate responsibility for: (1) ensuring that the Plan complies with all applicable federal, state, and local laws, including Internal Revenue Code § 105 and 106; (2) establishing, amending, terminating, and interpreting the Plan provisions; and (3) determining whether particular claims shall be paid; and (4) collecting refund payments from Participants in situations such as overpayments due to excess contribution amounts and other situations requiring refund of overpayments.

The Employer understands that as a condition of Employee Benefits Corporation providing the services on page 8 of this Agreement, Employer shall timely and accurately perform all of the stated responsibilities and provide timely and accurate information. Employee Benefits Corporation shall be entitled to rely on any information provided by Employer or Employer's vendor as accurate, valid and complete.

Although the Employer has engaged Employee Benefits Corporation to provide certain documents and administrative services (including review and payment of qualified claims under the Plan, if applicable), Employee Benefits Corporation shall whenever possible, consistent with this Service Agreement, act as directed by the Employer. Accordingly, because the ultimate decision-making authority rests with the Employer, Employee Benefits Corporation is not the fiduciary of the plan.

Employee Benefits Corporation represents to Employer that, to the best of its information, knowledge and belief, the Plan complies with all applicable federal, state and local laws, including Internal Revenue Code §105 and 106.

2.1 Fees

Employee Benefits Corporation may upon notice to the Employer increase its fees from year to year. Employee Benefits Corporation will charge a \$30 fee for any payments returned as Non-sufficient Funds (NSF).

2.2 Funding of the EBC HRA

Employee Benefits Corporation will notify Employer on the date of the agreed upon schedule of the amount of all claims received for a specific period of time. After notification, Employee Benefits Corporation will acquire funds based on an agreed upon funding method. Employee Benefits Corporation will charge a \$30 fee for any payments returned as Non-sufficient Funds (NSF).

2.3 Fee Disclosure

We will upon request provide you with a summary of the fees paid to us by you (the Employer) or by Participants for the most recent Plan Year. Such information may be necessary for preparing Schedule C (Form 5500) for the Plan.

2.4 Advance Payment

If we have reason to believe that your (the Employer's) financial condition is such that you might not timely pay our fees or provide funds for payment of claims, then we may, upon written notice to you, require payment in advance of performing services for any particular period.

3.0 Funding of the Benefits Card

At this time, Employee Benefits Corporation does not require Employer pre-funding but reserves the right to require the Employer to pre-fund 4% of annual contributions before cards can be issued to plan participants. This pre-funding would allow the cards to be used immediately for participant health care expenses. Pre-funding is a requirement of the financial institution that issues the Benefits Cards.

If the Benefits Card option is chosen, claims checks and Benefits Card transactions will automatically be performed on a daily basis. Employee Benefits Corporation will initiate auto debit from the employers' account as funds are needed and notify the employer simultaneously.

Employee Benefits Corporation requires employers who elect the Benefits Card to authorize auto-debit of the EBC HRA. Employers electing Benefits Card services must complete the "Auto Debit and Direct Payment Authorization Form" included at the end of this document.

3.1 Benefits Card Issuance

The Benefits Card is issued on behalf of Employee Benefits Corporation by a third-party vendor. The Benefits Card vendor shall provide information at the time of card issuance regarding proper use of the card and reissue guidelines. Employee Benefits Corporation may from time to time and at the direction of the Benefits Card vendor, adjust service timelines and other provisions related to the Benefits Card, with or without advance notice to the Employer. Protected Health Information sent to and received by the Benefits Card vendor, if any, in connection with the Employer and its participants, protected in accordance with a duly executed Business Associate Subcontract by and between the Benefits Card vendor and Employee Benefits Corporation.

3.2 Benefits Card Retrospective Review

Under IRS guidelines, Employee Benefits Corporation is required to have Benefits Card participants submit receipts each time the Benefits Card is used. Failure to provide receipts will result in card suspension.

If an Employer's health plan charges a set co-pay amount and the Employer provides Employee Benefits Corporation that co-pay information, participants covered under the Employer's health plan who use the Benefits Card for that single co-pay amount only are not required to submit a receipt for that purchase.

3.3 Right To Recoup

If an administrative error occurs resulting in an EBC HRA or Benefits Card overpayment to an employee, including overpayment as a result of the timing of Benefits Card claim settlements and paper claims submission, Employee Benefits Corporation retains the right to recoup the overpayment from the employee so that an Employer's Plan can be appropriately credited. The employer is responsible for overpayments.

3.4 Employer Responsibility for Benefits Card

The Employer is both the sponsor and the administrator of the Plan with ultimate responsibility to ensure compliance with IRS debit card rules. This includes but is not limited to: (1) updating co-pay amounts, (2) recoupment or taxation of unsubstantiated expenses when applicable and (3) timely notification of participant terminations from the Plan.

4.0 Nondiscrimination Testing

It is the Employer's responsibility to complete the nondiscrimination testing as required by Internal Revenue Code § 105 prior to the Plan start date and prior to any renewal Plan Year start dates. A worksheet will be provided to assist in the process. Please keep your results from year to year.

5.0 Cooperation with Employee Benefits Corporation

So that Employee Benefits Corporation can perform its services regarding the Plan, the Employer shall provide Employee Benefits Corporation with complete information accurately and in a timely fashion that Employee Benefits Corporation reasonably requests, on Employee Benefits Corporation accepted forms or in a mutually agreed upon format, including completed employee enrollment forms, employee census data, and nondiscrimination testing data, and shall otherwise cooperate with Employee Benefits Corporation. Issues arising from incorrect, incomplete or untimely information submitted to Employee Benefits Corporation will be billed at a rate of \$100 per hour to help the Employer facilitate the resolution of the issue.

6.0 Special Ownership Rules

Sole Proprietors and Partners of a partnership (including LLPs and LLCs taxed as Partnerships) may not participate in the EBC HRA.

More than 2% shareholders in Subchapter S Corporations, their spouses and lineal ascendants and descendants are not eligible to participate in the EBC HRA.

7.0 Optional Services

Optional services are billed separately and subject to change. Extraordinary one time services will be billed as agreed upon by Employee Benefits Corporation and Employer. Optional legal service are billed separately and subject to change. Legal research or Plan Document changes by Employee Benefits Corporation are \$100.00 per hour with a one hour minimum. Legal research or Plan Document changes by Employee Benefits Corporation appointed attorney are billed at the attorney's hourly rate.

Responsibilities of the Employer (cont.)

8.0 Changes To This Service Agreement

Plan Design changes must be submitted before your Plan starts. All Plan Design changes are subject to review and approval by Employee Benefits Corporation. Changes requested for a date other than the effective start date (renewal date) of the Plan will be billed a fee of \$50 with a \$100 per hour administrative processing fee and must be submitted using a Certificate of Resolution Amendment to the Service Agreement.

9.0 Indemnity Clause

The Employer shall indemnify Employee Benefits Corporation, its employees, directors, and agents (collectively, Indemnitees) and hold the Indemnitees harmless against all damages, losses, or other liabilities incurred by the Indemnitees arising from any act or failure to act by the Employer, its employees, directors, or agents in connection with the Plan. Such indemnification shall include (and not be limited to) liabilities arising from a failure to timely provide Employee Benefits Corporation with information. Such indemnification shall also include liabilities arising from administration or interpretation of the Plan by the Employer in a manner contrary to law.

Employee Benefits Corporation shall indemnify Employer, its employees, directors, and agents and hold the Employer harmless against all damages, losses, or other liabilities incurred by the Employer arising from any act or failure to act by Employee Benefits Corporation, its employees, directors, or agents in connection with Employee Benefits Corporation's duties and responsibilities as stated.

10.0 Termination at End of Term After 60-Day Notice

Either party may, upon written notice to the other party at least sixty days before the end of the initial Term or of any renewal Term, terminate this Service Agreement effective as of such end-of-Term date.

10.1 Other Termination by Employer

The Employer may terminate the Service Agreement effective (1) as of an end-of-Term date without the 60-day notice or (2) on a date other than an end-of-Term date. If the Employer does so, however, the Employer shall pay to Employee Benefits Corporation the standard fee of \$300 that Employee Benefits Corporation charges for such terminations.

10.2 Other Termination by Employee Benefits Corporation

Employee Benefits Corporation may terminate the Service Agreement effective (1) as of an end-of-Term date without the 60-day notice or (2) on a date other than an end-of-Term date, if the Employer (a) breaches this Service Agreement, (b) fails to pay Employee Benefits Corporation for its services, (c) fails to provide funds for payment of claims, (d) goes out of business or (e) fails to cooperate with Employee Benefits Corporation.

10.3 Wrap-Up Period of the EBC HRA

If either party terminates the Service Agreement, Employee Benefits Corporation shall complete its services that pertain to the period prior to the Effective Date of the termination and the Employer will pay Employee Benefits Corporation for such services. In particular, Employee Benefits Corporation will review and pay claims for the 3-month period after the final Plan Year (or part thereof) and the Employer will pay Employee Benefits Corporation the Monthly Service Fees for that period. The card will not be available to participants during the runout period. All claims made during that time must be manually substantiated.

HIPAA Business Associate Responsibilities

11.0 Preface

The Employer maintains, for the benefit of its employees, a health care flexible spending arrangement ("FSA"), health reimbursement arrangement ("HRA"), and/or other health plan (the "Covered Entities"), to which the privacy and security rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") apply and for which Employee Benefits Corporation provides third-party administrative services (the "Services").

In providing the Services, Employee Benefits Corporation will have access to (or create) protected health information ("PHI") regarding individuals under the Covered Entities.

The Employer (on behalf of the Covered Entities) and Employee Benefits Corporation agree as follows:

12.0 Obligations and Activity of Employee Benefits Corporation

12.1 Permitted Use and Disclosure. Employee Benefits Corporation may use and disclose PHI as necessary to perform the Services. Employee Benefits Corporation will not use or disclose PHI other than as permitted by this Agreement or as required by law.

12.2 Safeguard Protected Health Information (PHI). Employee Benefits Corporation will use appropriate safeguards to prevent use or disclosure of PHI other than as provided by this Agreement. Employee Benefits Corporation will comply with subpart C of 45 CFR Part 164 and implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entities as required by the security rules of HIPAA.

12.3 Mitigate Damage Caused by Improper Disclosure. Employee Benefits Corporation will mitigate, to the extent practicable, any harmful effect known to Employee Benefits Corporation regarding its use or disclosure of PHI in violation of the requirements of this Agreement.

12.4 Reporting Disclosures. HIPAA requires reporting of uses and/or disclosures of PHI which are outside the scope of this Agreement (hereinafter referred to as a "breach"), as outlined in the Department of Health and Human Services' published January 25, 2013 Final Rule called the Breach Notification of Unsecured Protected Health Information (45 C.F.R. Sections 160 and 164) (the "Breach Notification Rules"). If a breach occurs which is the proximate result of an act or omission of Employee Benefits Corporation, then Employee Benefits Corporation shall perform, on the Covered Entity's behalf, the notification(s) required of the Covered Entity by the Breach Notification Rules. If a breach occurs which is not the proximate result of an act or omission of Employee Benefits Corporation, then the notification obligations shall remain with the Covered Entity.

12.5 Agents Agree to the Same Restrictions. If Employee Benefits Corporation provides PHI to any agent (or subcontractor), Employee Benefits Corporation will require the agent (or subcontractor) to protect the PHI to the extent that it would be protected by Employee Benefits Corporation. Moreover, Employee Benefits Corporation shall ensure that any such agent (or subcontractor) agrees to implement reasonable and appropriate safeguards to protect the PHI of the Covered Entities.

12.6 Provide Access. At the request of the Covered Entities, Employee Benefits Corporation will provide PHI to individuals as provided by 45 Code of Federal Regulations ("CFR") 164.524 or to the Employer.

12.7 Amendments. At the request of the Covered Entities, Employee Benefits Corporation will make any amendments to PHI that an individual directs as set forth in 45 CFR 164.526.

12.8 Provide Records. Employee Benefits Corporation will make available to the Covered Entities (and others to the extent required by HIPAA) any internal practices, books, and records relating to the use and disclosure of PHI created or received by Employee Benefits Corporation.

12.9 Make Records Available. Employee Benefits Corporation will document such disclosures of PHI and information related to such disclosures as would be required for Covered Entities to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

12.10 Provide Information. To permit Covered Entities to respond to requests by individuals for PHI-disclosure accountings in accordance with 45 CFR 164.528, Employee Benefits Corporation will provide Covered Entities with information documented in accordance with Section 2.9 of this Agreement.

HIPAA Business Associate Responsibilities (cont.)

13.0 Permitted Use and Disclosure Provisions

13.1 Permitted Use and Disclosure. Except as otherwise limited in this Agreement, Employee Benefits Corporation may use or disclose PHI to perform functions, activities, or services for Covered Entities as specified in the BESTflexSM Plan and EBC HRASM Service Agreements, provided that such use or disclosure would not violate HIPAA if done by the Covered Entities.

13.2 Specific Use and Disclosure. Except as otherwise limited in this Agreement, Employee Benefits Corporation may disclose PHI for the proper management and administration by Employee Benefits Corporation, provided that disclosures are required by law, or Employee Benefits Corporation obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies Employee Benefits Corporation of any instances of which the person is aware in which the confidentiality of the information has been breached.

13.3 Data Aggregation Services. Employee Benefits Corporation may use PHI to provide data aggregation services relating to the health-care operations of the Covered Entities as permitted by 42 CFR 164.504(e)(2)(i)(B).

14.0 Obligations of Covered Entities

14.1 Notice of Privacy Practices. The Covered Entities shall provide Employee Benefits Corporation with the notices of privacy practices that the Covered Entities produce, in accordance with 45 CFR 164.520, as well as any changes to such notices.

14.2 Changes in Permitted Use. The Covered Entities shall provide Employee Benefits Corporation with any changes in, or revocation of, permission by an individual to use or disclose PHI, such changes affect Employee Benefits Corporation's permitted or required uses and disclosures.

14.3 Restrictions. The Covered Entities shall notify Employee Benefits Corporation of any restrictions to the use or disclosure of PHI that the Covered Entities have agreed to in accordance with 45 CFR 164.522.

14.4 Permissible Requests by Covered Entity. The Covered Entities shall not request Employee Benefits Corporation to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entities.

15.0 Term and Termination

15.1 Term. This Agreement shall be effective as of the Plan's Effective Date, and shall terminate when all of the PHI provided by the Covered Entities to Employee Benefits Corporation, or created or received by Employee Benefits Corporation on behalf of the Covered Entities, is destroyed or returned to the Covered Entities or protections are extended to the PHI in accordance with the termination provisions of this Section 5.

15.2 Termination for Cause. Upon a Covered Entity's knowledge of a material breach by Employee Benefits Corporation, the Covered Entity shall either:

- Provide an opportunity for Employee Benefits Corporation to cure the breach or end the violation and terminate this Agreement and any other agreement between Employee Benefits Corporation and the Covered Entity (or between Employee Benefits Corporation and the Employer regarding the Covered Entity) if Employee Benefits Corporation does not cure the breach or end the violation within the time specified by the Covered Entity;
- Immediately terminate this Agreement and any other agreement between the Covered Entity and Employee Benefits Corporation (or between Employee Benefits Corporation and the Employer regarding the Covered Entity) if Employee Benefits Corporation has breached a material term of this Agreement and cure is not possible; or
- If neither termination nor cure is feasible, the Covered Entity shall report the violation to the appropriate governmental authority.

15.3 Effect of Termination.

- Return or Destruction of PHI. Except as provided in Section 5.3(b), upon termination of this agreement for any reason, Employee Benefits Corporation shall return or destroy all PHI received from the Covered Entities, or created or received by Employee Benefits Corporation on behalf of the Covered Entities. This provision shall apply to PHI that is in the possession of subcontractors or agents of Employee Benefits Corporation. Employee Benefits Corporation shall retain no copies of PHI.
- Return or Destruction of PHI Infeasible. In the event that returning or destroying the PHI is infeasible, Employee Benefits Corporation shall provide to Covered Entities notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible; Employee Benefits Corporation shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Employee Benefits Corporation maintains PHI.
- Continuing Privacy Obligation. Employee Benefits Corporation's obligation to protect the confidentiality of the PHI under this Agreement will be continuous and survive termination, cancellation, expiration, or other conclusion of this Agreement.

16.0 Miscellaneous

16.1 Regulatory References. A reference in this Agreement to a CFR section means the section as in effect or as amended and for which compliance is required.

16.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entities to comply with the requirements of HIPAA. This includes any action necessary by either party as a result of the enactment of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). The HITECH Act requires that Employee Benefits Corporation comply directly with certain provisions of HIPAA (as opposed to being required to comply with HIPAA via contract with a Covered Entity). Business Associate will comply with the applicable provisions of the HITECH Act and any subsequent rules issued by the Department of Health and Human Services thereunder, including the regulation published in the Federal Register on January 25, 2013, and this Agreement hereby incorporates the requirements contained in those provisions without the need for further amendment.

16.3 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entities to comply with HIPAA.

16.4 Binding Effect. This Agreement shall amend, supplement, and supersede each other agreement between Employee Benefits Corporation and the Covered Entities (or the Employer on behalf of the Covered Entities) regarding any access that Employee Benefits Corporation may have to PHI. If the terms and conditions of those other agreements conflict with the terms and conditions of this Agreement, this Agreement shall control. This Agreement may not be amended by any subsequent agreement except one that specifically refers to this Agreement and that is signed by Employee Benefits Corporation and the Covered Entities (or the Employer on behalf of the Covered Entities).

Broker Information

N/A

Agency/Organization: Name

Federal Employer ID Number (FEIN) or Social Security Number (xx-xxxxxxx)

Agency/Organization Street Address

City

State

Zip Code

Agent/Broker: Last Name

First Name

Title

Phone (xxx-xxx-xxxx)

Extension

Fax (xxx-xxx-xxxx)

E-mail address (required to receive email copy of signed contracts to client)

Employee Benefits Corporation Representative

Please Sign and Date the Service Agreement

X

Employer: Signature

Date (mm-dd-yyyy)

Print Name

Title

X

Employee Benefits Corporation: Signature

Date (mm-dd-yyyy)

Print Name

Title

Attachment: City of De Pere HRA (5545 : Reso #17-14 Authorizing Service Agreement with (EBC))

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Packet Pg. 172



Auto-Debit and Direct Payment Authorization Form

15.d

Employee Benefits Corporation

Fax to: 608 831 4790
Mail to: Employee Benefits Corporation, PO Box 44347, Madison WI 53744-4347
Phone support: 800 346 2126, 608 831 8445
E-mail support: sales@ebcflex.com

Organization Information: To authorize withdrawals from multiple accounts, please duplicate this form.

Legal Name of Organization

Federal Employer ID Number (FEIN) (xx-xxxxxx)

Auto-Debit or Direct Payment Method: Please choose only one method.

Auto-Debit: Withdraw claims payments and/or administration fees directly from my account

Account Type: Checking Savings General Ledger

Use Auto-Debit for: Funding Claims Administration Fees

Direct Payment: Withdraw funds and write checks to fund claims payments and/or administration fees directly from my checking account

Starting Check Number:

Use Direct Payment for: Funding Claims Administration Fees

Authorized Check Signer (please sign within rectangle)

Second Signature (required if dual signature needed; please sign within rectangle)

Financial Institution Information

Name of Financial Institution

Branch

Financial Institution Address

City

State

Zip Code

Account Name

Account Number

Routing Number

Authorization

I authorize Employee Benefits Corporation and the financial institution named above to initiate withdrawals from my checking/savings/ledger account. This authority will remain in effect until I notify you in writing to cancel it in such time as to afford the financial institution a reasonable opportunity to act on it. In the event of an error, please notify Employee Benefits Corporation immediately.

X

Signature

Date (mm-dd-yyyy)

Print Name

Title

Attachment: City of De Pere HRA (5545 : Reso #17-14 Authorizing Service Agreement with (EBC))



Related Employers Form

15.d

Employee Benefits Corporation

Fax to: **608 831 4790**
Mail to: **Employee Benefits Corporation**, PO Box 44347, Madison WI 53744-4347
Phone support: **800 346 2126**, 608 831 8445
E-mail support: **sales@ebcflex.com**

If the EBC HRASM will cover multiple companies that are part of a controlled group, please complete this Related Employers Form to list controlled group companies.

Related Employers Information: The Plan will include the companies below:

Legal Name of Primary Organization Federal Employer ID Number (FEIN) (xx-xxxxxx)

Controlled group companies: Are there related organizations in a controlled group? Yes No
Are controlled group organizations offered the EBC HRA? Yes No
Administration of controlled group organizations should be: Administered as one plan Tracked separately

Additional Organization Name Federal Employer ID Number (FEIN) (xx-xxxxxx)

Mailing Address City State Zip Code

Check if street address is the same as the mailing address

Street Address City State Zip Code

Primary Contact Last Name First Name Title

Phone (xxx-xxx-xxxx) Extension Fax (xxx-xxx-xxxx)

E-mail address (required; all plan correspondence will be sent via e-mail) Effective Date (mm-dd-yyyy)

What is the corporate status of the organization?

C Corporation Subchapter S Governmental Entity/School District Sole Proprietor Church Controlled
Non-Profit Cooperative Partnership/LLP/LLC LLC Taxed as a C Corporation LLC Taxed as Subchapter S

Additional Organization Name Federal Employer ID Number (FEIN) (xx-xxxxxx)

Mailing Address City State Zip Code

Check if street address is the same as the mailing address

Street Address City State Zip Code

Primary Contact Last Name First Name Title

Phone (xxx-xxx-xxxx) Extension Fax (xxx-xxx-xxxx)

E-mail address (required; all plan correspondence will be sent via e-mail) Effective Date (mm-dd-yyyy)

What is the corporate status of the organization?

C Corporation Subchapter S Governmental Entity/School District Sole Proprietor Church Controlled
Non-Profit Cooperative Partnership/LLP/LLC LLC Taxed as a C Corporation LLC Taxed as Subchapter S

Fax to: **608 831 4790**
 Mail to: **Employee Benefits Corporation**, PO Box 44347, Madison WI 53744-4347
 Phone support: **800 346 2126**, 608 831 8445
 E-mail support: **sales@ebcflex.com**

Part A: Plan Adoption Agreement

Effect of Plan Adoption Agreement: The Plan Adoption Agreement (pages 1 to 3, the Employer Information Form plus any addendum to the agreement), along with the BESTflexSM Plan Plan Document, contains all the provisions of an Internal Revenue Code Section 125 "cafeteria plan" sponsored by the Employer. The Employer may wish to consult its legal counsel before executing the Plan Adoption Agreement.

As set forth below, the following Employer hereby engages Employee Benefits Corporation, PO Box 44347, Madison, Wisconsin 53744-4347 (telephone: 608 831 8445; toll free 800 346 2126), to provide services related to the BESTflex Plan adopted by the Employer.

Organization Information

Legal Name of Organization

Federal Employer ID Number (FEIN) (xx-xxxxxx)

Is the company listed above part of a controlled group?

Yes No (If you chose "Yes" the attached Related Employers Form must be completed)

Name The BESTflex Plan

Use a standard Plan name: [Organization Name] Flexible Compensation Plan

Use a custom or previously established name

Enter the custom or previously established Plan name

Plan Number

Plan Details

This is an entirely new Section 125 Plan

This is a continuation of an existing Section 125 Plan

This is a mid-Plan Year takeover of an existing Section 125 Plan

Original Effective Date, if known (mm-dd-yyyy)

Original Effective Date, if known (mm-dd-yyyy)

Prior start date (mm-dd)

Prior end date (mm-dd)

Takeover Blackout Period:

Blackout Period Start Date (mm-dd-yyyy)

Blackout Period End Date (mm-dd-yyyy)

Collectively Bargained Benefit:

Yes No

Effective Date (Start Date):

BESTflex Plan Effective Date (mm-dd-yyyy)

Plan Year

Use a calendar Plan Year: **January 01 - December 31**

Use an off-calendar Plan Year

Start Date (mm-dd)

End Date (mm-dd)

Group Premium Accounts

Renewal Month (mm-dd)

Renewal Month (mm-dd)

Medical Insurance (including SHOP)

Accidental Death and Dismemberment Insurance

Health Savings Account (HSA) contributions

Cancer Insurance

Dental Insurance

Accident

Vision Insurance

Hospital Indemnity

Disability

Individual Medical Insurance (retiree only, dental)

Group Term Life Insurance (up to \$50,000/Employee only)

Other: Insurance type name

Flexible Spending Accounts

Health Care FSA

Limited Health Care FSA

Dependent Care FSA

Individual Billed Premium Account (retiree only, dental, vision)

2-1/2 Month Grace Period

Do not add a grace period

Health Care FSA and Limited Health Care FSA

Dependent Care FSA

Individual Billed Premium Account

Health Care FSA Rollover (may not elect 2-1/2 month grace period)

Do not allow rollover

Allow \$500 rollover in Health Care FSA

Flexible Spending Accounts Annual Limits**Health Care and Limited Health Care FSA**

\$

No minimum

\$

Statutory Maximum Limit

Minimum election amount (0000)**Maximum** election amount (0000)**Dependent Care FSA**

\$

No minimum

\$

No minimum

Minimum election amount (0000)**Minimum** election amount (0000)**Individual Billed Insurance Premiums Account****Employer Contributions**

None

Group Premiums

Health Care FSA

Limited Health Care FSA

Dependent Care FSA

All

Individual Billed Premium Account

\$

Amount (0000)

Eligibility:**Frequency:**

Pay Period

Annually-Plan Start

Health Savings Account (HSA)

\$

Single

Amount (0000)

\$

Family

Amount (0000)

\$

Other:

Amount (0000)

\$

Other:

Amount (0000)

Frequency:

Pay Period

Monthly

Quarterly

Annually-Plan Start

Other:

Cash-in-lieu of Insurance Premiums**Health Insurance:**

No

Yes

\$

Amount (0000)

Frequency:

Pay Period

Monthly

Quarterly

Annually-Plan End

Annually-Plan Start

Other:

Other Insurance Type:

No

Yes

Type:

\$

Amount (0000)

Frequency:

Pay Period

Monthly

Quarterly

Annually-Plan End

Annually-Plan Start

Other:

Eligibility Requirements**Hourly Requirement:**

Hours per week

Other:

Waiting Period:

First of the month after:

30 days

60 days

90 days

Date of hire

Other:

From date of hire:

30 days

60 days

90 days

Other:

On date of hire

Other:

Other Requirement:**Complete this section for mid-year takeover and runout administration.****Administration for Mid-Year or Prior Plan Year Runout**

Runout period for the Plan Year:

Months

Runout period for mid-year Participant terminations:

Months from:

End of Plan Year

Date of Termination

2-1/2 Month Grace Period

Does not apply

Administer for the following:

Health Care FSA & Limited Health Care FSA

Dependent Care FSA

Individual Billed Premium Account

Health Care FSA Rollover (may not elect 2-1/2 month grace period)

Does not apply

Apply \$500 rollover to Health Care FSA

Future Plan Year Administration

Runout period for future Plan Years

Standard 3-month

Months

Runout period for mid-year Participant terminations:

Standard 3-month from date of termination

Months from:

End of Plan Year

Date of Termination

Please Sign and Date the Plan Adoption Agreement

X

Employer: Signature

Date (mm-dd-yyyy)

Print Name

Title

Attachment: City of De Pere FSA (5545 : Reso #17-14 Authorizing Service Agreement with (EBC))

Part B: Plan Service Agreement

The Service Agreement (pages 4 to 8, plus any addendum to the agreement), is a contract between the Employer and Employee Benefits Corporation. The Service Agreement provides how Employee Benefits Corporation will assist the Employer in administering the Plan. The Employer may wish to consult its legal counsel before executing the Service Agreement.

Note: In the states of Arizona, Florida, Kentucky, Massachusetts, Montana, North Carolina, Nebraska, Ohio, Rhode Island, Tennessee, Vermont, Virginia, and Washington, Employee Benefits Corporation is registered under the "doing business as" (DBA) name EBC Benefits Administration Corporation. In the state of New Hampshire, Employee Benefits Corporation is registered under the DBA name Employee Benefits Administrators of Wisconsin.

Organization Information

Legal Name of Organization

Federal Employer ID Number (FEIN) (xx-xxxxxx)

Number Of Employees

Employee Total

Eligible Employee Total

Benefits Card: Employers sponsoring the BESTflex Plan may elect to provide participants with access to a Benefits Card offered by Employee Benefits Corporation. The "Benefits Card" is a stored-value debit card that allows payment of a qualified expense at the point of sale if issued and used in accordance with IRS regulations and guidance.

Add the Benefits Card

Issue to all Health Care FSA participants

Issue only to Health Care FSA participants electing card

Health Plan co-pays:

Health Plan does not have co-pays

Prescription co-pays: Enter all (generic, brand name, non-formulary, mail order)

\$	\$	\$	\$	\$	\$
(0000)	(0000)	(0000)	(0000)	(0000)	(0000)
\$	\$	\$	\$	\$	\$
(0000)	(0000)	(0000)	(0000)	(0000)	(0000)

Medical co-pays: Enter all (office visit, emergency room, hospital, ambulance)

\$	\$	\$	\$	\$	\$
(0000)	(0000)	(0000)	(0000)	(0000)	(0000)
\$	\$	\$	\$	\$	\$
(0000)	(0000)	(0000)	(0000)	(0000)	(0000)

Dental co-pays: Enter all (office visit, other)

\$	\$	\$	\$
(0000)	(0000)	(0000)	(0000)

Vision co-pays: Enter all (office visit, other)

\$	\$	\$	\$
(0000)	(0000)	(0000)	(0000)

Claim Funding Method

Claims-only Deduction Billing: Employer holds the funds

Billing Frequency: Daily * Twice Weekly Weekly

Payment Options: Employee Benefits Corporation initiated auto-debit * Employer initiated auto-deposit Check

Direct Payment: Claims paid from employer's checking account

Billing Frequency: Daily * Twice Weekly Weekly

Participant Payment: Participant's choice: Direct Deposit or check Participants must use Direct Deposit

Payroll Deduction Billing: Employee Benefits Corporation holds the funds

Billing Frequency: Monthly Per Payroll

Payment Options: Employee Benefits Corporation initiated auto-debit * Employer initiated auto-deposit Check

Administration Only: Employer pays claims

* Required with the Benefits Card.

Invoicing Preference for Claim Funding

Standard

By Division

Payroll Deduction Frequency (to add payrolls for divisions, please use the Additional Divisions Form)

Payroll Schedule 1: Weekly Bi-weekly 26 Bi-weekly 24 (enter skipped dates below) Semi-monthly 1st and 15th Semi-monthly 5th and 20th
Semi-monthly 15th and last Monthly Other:

First Payroll Deduction Date (mm-dd-yyyy)**Skipped Payroll Deduction Date** (mm-dd-yyyy)**Skipped Payroll Deduction Date** (mm-dd-yyyy)**Skipped Payroll Deduction Date** (mm-dd-yyyy)**Skipped Payroll Deduction Date** (mm-dd-yyyy)

Payroll Schedule 2: Weekly Bi-weekly 26 Bi-weekly 24 (enter skipped dates below) Semi-monthly 1st and 15th Semi-monthly 5th and 20th
Semi-monthly 15th and last Monthly Other:

First Payroll Deduction Date (mm-dd-yyyy)**Skipped Payroll Deduction Date** (mm-dd-yyyy)**Skipped Payroll Deduction Date** (mm-dd-yyyy)**Skipped Payroll Deduction Date** (mm-dd-yyyy)**Skipped Payroll Deduction Date** (mm-dd-yyyy)**Payrolls falling on holidays or weekend days will be deducted on the preceeding business day.****Annual election rounding:** Annual election amount is divided per payroll deduction, rounded down; any residual amount is not deducted unless one of the following is elected:Round amounts down, with the residual amount included in the **first** payrollRound amounts up, with the residual amount excluded from the **first** payrollRound amounts down, with the residual amount included in the **last** payrollRound amounts up, with the residual amount excluded from the **last** payroll**Fees****BESTflex Plan Administration**

\$

Annual Fee (0000)

\$

Monthly Administration Fee Per Participant* (0.00)
(\$50 minimum fee applies)**Benefits Card Administration**

\$

Monthly Administration Fee (0.00)
Per Participant*

Employer pays fees

Employee pays fees

Runout / Rollover / 2-1/2 Month Grace Period Takeover Administration

\$

Monthly Administration Fee Per Participant* (00.00) (\$50 minimum fee applies)

Services included with BESTflex Plan

- Plan design and client data entry
- Document updates due to regulatory changes
- Client payment and billing setup
- Participant data processing
- One annual IRS Form 5500 if required
- One nondiscrimination test per Plan Year
- Secure access to www.ebcflex.com
- Reviewing benefit claims for payment
- Paying qualified benefit claims
- Administering Plan Year runout, Grace Period, and/or rollover
- Managing employee account information
- Direct deposit services
- Ongoing, toll-free customer service support
- Dedicated Client Service Consultant

Services included with Benefits Card

- Receipt review on unsubstantiated transactions
- Benefits Card issued in participant's name

Invoicing Preference for Fees

Standard

By division

*** Participants include:** active elections, COBRA and rollover-only accounts**Payment Method****Choose who will pay the Monthly Administration Fees**

Employer pays 100%

Employee pays 100%

Split:

Employer pays %:

Employee pays %:

Choose how you will submit your Annual and Monthly Administration Fees**Payment Options:**

Auto-debit

Auto-deposit

Check

Account Options:

Use bank information currently on file

Use the Auto-Debit and Direct Payment Form attached

Optional Services**Internet Enrollment**

We will use Internet Enrollment on Employee Benefits Corporation's web site for our initial plan year at no additional cost

Employee Education

Please add Employee Education Meetings by Employee Benefits Corporation personnel at additional cost

Order BESTflex Plan enrollment publications**BESTflex Plan Enrollment Packet:** Summary Plan Description, Enrollment Form and applicable materials:

@ 3.00 ea. \$

(0000.00)

Review the Term of this Service Agreement

This Service Agreement shall be in effect for a 1 year ("Term") and shall thereafter automatically renew indefinitely for like Terms, unless terminated as set forth in TERMINATION.

Responsibilities of the Employer

1.0 Effect of Service Agreement

This Service Agreement is a contract between the Employer and Employee Benefits Corporation. The Employer may wish to consult its legal counsel before executing this Service Agreement.

2.0 Plan Sponsor and Administrator for BESTflex Plan

The Employer is both the sponsor and the administrator of the Plan, with the ultimate responsibility for: (1) ensuring that the Plan complies with all applicable federal, state, and local laws, including Internal Revenue Code § 125; (2) establishing, amending, terminating, and interpreting the Plan provisions. In addition, responsibility will include (3) determining whether particular claims shall be paid; and (4) collecting refund payments from Participants in situations such as overpayments due to excess deduction amounts, Benefits Card retrospective claims review collections, and other situations requiring refund of overpayments.

The Employer understands that as a condition of Employee Benefits Corporation providing the services on page 5 of this Agreement, Employer shall timely and accurately perform all of the stated responsibilities and provide timely and accurate information. Employee Benefits Corporation shall be entitled to rely on any information provided by Employer or Employer's vendor as accurate, valid and complete.

Although the Employer has engaged Employee Benefits Corporation to provide certain documents and administrative services (including review and payment of qualified claims under the Plan), Employee Benefits Corporation shall whenever possible, consistent with this Service Agreement, act as directed by the Employer. Accordingly, because the ultimate decision-making authority rests with the Employer, Employee Benefits Corporation is not the fiduciary of the Plan.

2.1 Fees

Employee Benefits Corporation may upon notice to the Employer increase its fees from year to year. Employee Benefits Corporation will charge a \$30 fee for any payments returned as Non-sufficient Funds (NSF).

2.2 Fee Disclosure

We will upon request provide you with a summary of the fees paid to us by you (the Employer) or by Participants for the most recent Plan Year. Such information may be necessary for preparing Schedule C (Form 5500) for the Plan.

2.3 Advance Payment

If we have reason to believe that your (the Employer's) financial condition is such that you might not timely pay our fees or provide funds for payment of claims, then we may, upon written notice to you, require payment in advance of performing services for any particular period.

2.4 Funding of the BESTflex Plan

The Employer shall provide Employee Benefits Corporation with all funds that Employee Benefits Corporation needs to pay benefit claims under the BESTflex Plan. If Employee Benefits Corporation receives qualified benefit claims in excess of the corresponding funds from the Employer, the Employer shall provide the funds to Employee Benefits Corporation within two days of notice of such request by Employee Benefits Corporation.

Employee Benefits Corporation will notify Employer on the date of the agreed upon schedule of the amount of all claims received for a specific period of time. After notification, Employee Benefits Corporation will acquire funds based on an agreed upon funding method.

3.0 Funding of the Benefits Card

If the Benefits Card option is chosen, claims checks and Benefits Card transactions will automatically be performed on a daily basis. Employee Benefits Corporation will initiate auto debit from the employers' account as funds are needed and notify the employer simultaneously. Employee Benefits Corporation does not require Employer pre-funding but reserves the right to require the Employer to pre-fund 4% of annual employee elections before cards can be issued to plan participants. This pre-funding would allow the cards to be used immediately for participant health care expenses. Employers electing Benefits Card services must complete the "Auto Debit and Direct Payment Authorization Form" included with this document.

3.1 Benefits Card Issuance

The Benefits Card is issued on behalf of Employee Benefits Corporation by a third-party vendor. The Benefits Card vendor shall provide information at the time of card issuance regarding proper use of the card and reissue guidelines. Employee Benefits Corporation may from time to time and at the direction of the Benefits Card vendor, adjust service timelines and other provisions related to the Benefits Card, with or without advance notice to the Employer. Protected Health Information sent to and received by the Benefits Card vendor, if any, in connection with the Employer and its participants, is protected in accordance with a duly executed Business Associate Subcontract by and between the Benefits Card vendor and Employee Benefits Corporation.

3.2 Benefits Card Retrospective Review

Under IRS guidelines, Employee Benefits Corporation is required to have Benefits Card participants submit receipts each time the Benefits Card is used. Failure to provide receipts will result in claim suspension. If an Employer's health plan charges a set co-pay amount and the Employer provides Employee Benefits Corporation that co-pay information, participants covered under the Employer health plan who use the Benefits Card for that co-pay amount (up to multiples of five) only are not required to submit a receipt for that purchase.

3.3 Right To Recoup

If an administrative error occurs resulting in a BESTflex Plan or Benefits Card overpayment to an employee, including overpayment as a result of the timing of Benefits Card claim settlements and paper claims submission, Employee Benefits Corporation retains the right to recoup the overpayment from the employee so that an Employer's Plan can be appropriately credited. The employer is responsible for overpayments.

3.4 Employer Responsibility for Benefits Card The Employer is both the sponsor and the administrator of the Plan with ultimate responsibility to ensure compliance with IRS debit card rules. It includes but is not limited to: (1) updating co-pay amounts, (2) recoupment or taxation of unsubstantiated expenses when applicable and (3) timely notification of participant terminations from the Plan.

4.0 3-Month Runout Period

I understand that there is a 3-month runout period that begins immediately following the end of the BESTflex Plan Plan Year in which employees may submit reimbursement claims incurred during that Plan Year. Reimbursement claims submitted after the 3-month runout period will not be eligible for payment.

5.0 Cooperation with Employee Benefits Corporation

So that Employee Benefits Corporation can perform its services regarding the Plan, the Employer shall provide Employee Benefits Corporation with complete information accurately and in a timely fashion that Employee Benefits Corporation reasonably requests, on Employee Benefits Corporation accepted forms or in a mutually agreed upon format, including completed employee enrollment forms, employee census data, and nondiscrimination testing data, and shall otherwise cooperate with Employee Benefits Corporation. Issues arising from incorrect, incomplete or untimely information submitted to Employee Benefits Corporation will be billed at a rate of \$100 per hour to help the Employer facilitate the resolution of the issue.

6.0 Special Ownership Rules

Sole Proprietors and Partners of a partnership (including LLPs and LLCs taxed as Partnerships) may not participate in the BESTflex Plan. More than 2% shareholders in Subchapter S Corporation their spouses and lineal ascendants and descendants are not eligible to participate in the BESTflex Plan.

7.0 Optional Services

Optional services are billed separately and subject to change. Extraordinary one time services will be billed as agreed upon by Employee Benefits Corporation and Employer. Optional legal service are billed separately and subject to change. Legal research or Plan Document changes by Employee Benefits Corporation are \$100.00 per hour with a one hour minimum. Legal research or Plan Document changes by Employee Benefits Corporation appointed attorney are billed at the attorney's hourly rate.

8.0 Changes To This Service Agreement

Plan Design changes must be submitted before your Plan starts. All Plan Design changes are subject to review and approval by Employee Benefits Corporation. Changes requested for a date other than the effective start date (renewal date) of the Plan will be billed a fee of \$50 and must be submitted using a Certificates of Resolution Amendment to the Service Agreement.

9.0 Indemnity Clause

The Employer shall indemnify Employee Benefits Corporation, its employees, directors, and agents (collectively, Indemnitees) and hold the Indemnitees harmless against all damages, losses, or other liabilities incurred by the Indemnitees arising from any act or failure to act by the Employer, its employees, directors, or agents in connection with the Plan. Such indemnification shall include (and not be limited to) liabilities arising from a failure to timely provide Employee Benefits Corporation with information. Such indemnification shall also include liabilities arising from administration or interpretation of the Plan by the Employer in a manner contrary to law.

Responsibilities of the Employer (cont.)

10.0 Termination at End of Term After 60-Day Notice

Either party may, upon written notice to the other party at least sixty days before the end of the initial Term or of any renewal Term, terminate this Service Agreement effective as of such end-of-Term date

10.1 Other Termination by Employer

The Employer may terminate the Service Agreement effective (1) as of an end-of-Term date without the 60-day notice or (2) on a date other than an end-of-Term date. If the Employer does so, however, the Employer shall pay to Employee Benefits Corporation the standard fee of \$300 that Employee Benefits Corporation charges for such terminations.

10.2 Other Termination by Employee Benefits Corporation

Employee Benefits Corporation may terminate the Service Agreement effective (1) as of an end-of-Term date without the 60-day notice or (2) on a date other than an end-of-Term date, if the Employer (a) breaches this Service Agreement, (b) fails to pay Employee Benefits Corporation for its services, (c) fails to provide funds for payment of claims, (d) goes out of business or (e) fails to cooperate with Employee Benefits Corporation.

10.3 Wrap-Up Period of the BESTflex Plan

If either party terminates the Service Agreement, Employee Benefits Corporation shall complete its services that pertain to the period prior to the Effective Date of the termination and the Employer will pay Employee Benefits Corporation for such services. In particular, Employee Benefits Corporation will review and pay claims for the 3-month period after the final Plan Year (or part thereof) and the Employer will pay Employee Benefits Corporation the Monthly Service Fees for that period. The Benefits card will not be available to participants during the runout period. All claims made during that time must be manually substantiated.

HIPAA Business Associate Responsibilities

11.0 Preface

The Employer maintains, for the benefit of its employees, a health care flexible spending arrangement ("FSA"), health reimbursement arrangement ("HRA"), and/or other health plan (the "Covered Entities"), to which the privacy and security rules of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") apply and for which Employee Benefits Corporation provides third-party administrative services (the "Services").

In providing the Services, Employee Benefits Corporation will have access to (or create) protected health information ("PHI") regarding individuals under the Covered Entities.

The Employer (on behalf of the Covered Entities) and Employee Benefits Corporation agree as follows:

12.0 Obligations and Activity of Employee Benefits Corporation

12.1 Permitted Use and Disclosure. Employee Benefits Corporation may use and disclose PHI as necessary to perform the Services. Employee Benefits Corporation will not use or disclose PHI other than as permitted by this Agreement or as required by law.

12.2 Safeguard Protected Health Information (PHI). Employee Benefits Corporation will use appropriate safeguards to prevent use or disclosure of PHI other than as provided by this Agreement. Employee Benefits Corporation will comply with subpart C of 45 CFR Part 164 and implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entities as required by the security rules of HIPAA.

12.3 Mitigate Damage Caused by Improper Disclosure. Employee Benefits Corporation will mitigate, to the extent practicable, any harmful effect known to Employee Benefits Corporation regarding its use or disclosure of PHI in violation of the requirements of this Agreement.

12.4 Reporting Disclosures. HIPAA requires reporting of uses and/or disclosures of PHI which are outside the scope of this Agreement (hereinafter referred to as a "breach"), as outlined in the Department of Health and Human Services' published January 25, 2013 Final Rule called the Breach Notification of Unsecured Protected Health Information (45 C.F.R. Sections 160 and 164) (the "Breach Notification Rules"). If a breach occurs which is the proximate result of an act or omission of Employee Benefits Corporation, then Employee Benefits Corporation shall perform, on the Covered Entity's behalf, the notification(s) required of the Covered Entity by the Breach Notification Rules. If a breach occurs which is not the proximate result of an act or omission of Employee Benefits Corporation, then the notification obligations shall remain with the Covered Entity.

12.5 Agents Agree to the Same Restrictions. If Employee Benefits Corporation provides PHI to any agent (or subcontractor), Employee Benefits Corporation will require the agent (or subcontractor) to protect the PHI to the extent that it would be protected by Employee Benefits Corporation. Moreover, Employee Benefits Corporation shall ensure that any such agent (or subcontractor) agrees to implement reasonable and appropriate safeguards to protect the PHI of the Covered Entities.

12.6 Provide Access. At the request of the Covered Entities, Employee Benefits Corporation will provide PHI to individuals as provided by 45 Code of Federal Regulations ("CFR") 164.524 or the Employer.

12.7 Amendments. At the request of the Covered Entities, Employee Benefits Corporation will make any amendments to PHI that an individual directs as set forth in 45 CFR 164.526.

12.8 Provide Records. Employee Benefits Corporation will make available to the Covered Entities (and others to the extent required by HIPAA) any internal practices, books, and records relating to the use and disclosure of PHI created or received by Employee Benefits Corporation.

12.9 Make Records Available. Employee Benefits Corporation will document such disclosures of PHI and information related to such disclosures as would be required for Covered Entities to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.

12.10 Provide Information. To permit Covered Entities to respond to requests by individuals for PHI-disclosure accountings in accordance with 45 CFR 164.528, Employee Benefits Corporation will provide Covered Entities with information documented in accordance with Section 2.9 of this Agreement.

13.0 Permitted Use and Disclosure Provisions

13.1 Permitted Use and Disclosure. Except as otherwise limited in this Agreement, Employee Benefits Corporation may use or disclose PHI to perform functions, activities, or services for Covered Entities as specified in the BESTflexSM Plan and EBC HRASM Service Agreements, provided that such use or disclosure would not violate HIPAA if done by the Covered Entities.

13.2 Specific Use and Disclosure. Except as otherwise limited in this Agreement, Employee Benefits Corporation may disclose PHI for the proper management and administration by Employee Benefits Corporation, provided that disclosures are required by law, or Employee Benefits Corporation obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies Employee Benefits Corporation of any instances of which the person is aware in which the confidentiality of the information has been breached.

13.3 Data Aggregation Services. Employee Benefits Corporation may use PHI to provide data aggregation services relating to the health-care operations of the Covered Entities as permitted by 42 CFR 164.504(e)(2)(i)(B).

14.0 Obligations of Covered Entities

14.1 Notice of Privacy Practices. The Covered Entities shall provide Employee Benefits Corporation with the notices of privacy practices that the Covered Entities produce, in accordance with 45 CFR 164.520, as well as any changes to such notices.

14.2 Changes in Permitted Use. The Covered Entities shall provide Employee Benefits Corporation with any changes in, or revocation of, permission by an individual to use or disclose PHI, such changes affect Employee Benefits Corporation's permitted or required uses and disclosures.

HIPAA Business Associate Responsibilities (cont.)

14.3 Restrictions. The Covered Entities shall notify Employee Benefits Corporation of any restrictions to the use or disclosure of PHI that the Covered Entities have agreed to in accordance with 45 CFR 164.522.

14.4 Permissible Requests by Covered Entity. The Covered Entities shall not request Employee Benefits Corporation to use or disclose PHI in any manner that would not be permissible under HIPAA if done by the Covered Entities.

15.0 Term and Termination

15.1 Term. This Agreement shall be effective as of the Plan's Effective Date, and shall terminate when all of the PHI provided by the Covered Entities to Employee Benefits Corporation, or created or received by Employee Benefits Corporation on behalf of the Covered Entities, is destroyed or returned to the Covered Entities or protections are extended to the PHI in accordance with the termination provisions of this Section 5.

15.2 Termination for Cause. Upon a Covered Entity's knowledge of a material breach by Employee Benefits Corporation, the Covered Entity shall either:

- Provide an opportunity for Employee Benefits Corporation to cure the breach or end the violation and terminate this Agreement and any other agreement between Employee Benefits Corporation and the Covered Entity (or between Employee Benefits Corporation and the Employer regarding the Covered Entity) if Employee Benefits Corporation does not cure the breach or end the violation within the time specified by the Covered Entity;
- Immediately terminate this Agreement and any other agreement between the Covered Entity and Employee Benefits Corporation (or between Employee Benefits Corporation and the Employer regarding the Covered Entity) if Employee Benefits Corporation has breached a material term of this Agreement and cure is not possible; or
- If neither termination nor cure is feasible, the Covered Entity shall report the violation to the appropriate governmental authority.

15.3 Effect of Termination.

- Return or Destruction of PHI. Except as provided in Section 5.3(b), upon termination of this agreement for any reason, Employee Benefits Corporation shall return or destroy all PHI received from the Covered Entities, or created or received by Employee Benefits Corporation on behalf of the Covered Entities. This provision shall apply to PHI that is in the possession of subcontractors or agents of Employee Benefits Corporation. Employee Benefits Corporation shall retain no copies of PHI.
- Return or Destruction of PHI Infeasible. In the event that returning or destroying the PHI is infeasible, Employee Benefits Corporation shall provide to Covered Entities notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of PHI is infeasible; Employee Benefits Corporation shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Employee Benefits Corporation maintains PHI.
- Continuing Privacy Obligation. Employee Benefits Corporation's obligation to protect the confidentiality of the PHI under this Agreement will be continuous and survive termination, cancellation, expiration, or other conclusion of this Agreement.

16.0 Miscellaneous

16.1 Regulatory References. A reference in this Agreement to a CFR section means the section as in effect or as amended and for which compliance is required.

16.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the Covered Entities to comply with the requirements of HIPAA. This includes any action necessary by either party as a result of the enactment of the Health Information Technology for Economic and Clinical Health Act ("HITECH Act"). The HITECH Act requires that Employee Benefits Corporation comply directly with certain provisions of HIPAA (as opposed to being required to comply with HIPAA via contract with a Covered Entity). Business Associate will comply with the applicable provisions of the HITECH Act and any subsequent rules issued by the Department of Health and Human Services thereunder, including the regulation published in the Federal Register on January 25, 2013, and this Agreement hereby incorporates the requirements contained in those provisions without the need for further amendment.

16.3 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the Covered Entities to comply with HIPAA.

16.4 Binding Effect. This Agreement shall amend, supplement, and supersede each other agreement between Employee Benefits Corporation and the Covered Entities (or the Employer on behalf of the Covered Entities) regarding any access that Employee Benefits Corporation may have to PHI. If the terms and conditions of those other agreements conflict with the terms and conditions of this Agreement, this Agreement shall control. This Agreement may not be amended by any subsequent agreement except one that specifically refers to this Agreement and that is signed by Employee Benefits Corporation and the Covered Entities (or the Employer on behalf of the Covered Entities).

Broker Information

N/A

Agency/Organization: Name

Federal Employer ID Number (FEIN) or
Social Security Number (xx-xxxxxx)

Agency/Organization Street Address

City

State

Zip Code

Agent/Broker: Last Name

First Name

Title

Phone (xxx-xxx-xxxx)

Extension

Fax (xxx-xxx-xxxx)

E-mail address (required to receive email copy of signed contracts to client)

Employee Benefits Corporation Representative

Please Sign and Date the Service Agreement**X**

Employer: Signature

Date (mm-dd-yyyy)

Print Name

Title

X

Employee Benefits Corporation: Signature

Date (mm-dd-yyyy)

Print Name

Title

Auto-Debit and Direct Payment Authorization Form

Fax to: **608 831 4790**
 Mail to: **Employee Benefits Corporation**, PO Box 44347, Madison WI 53744-4347
 Phone support: **800 346 2126**, 608 831 8445
 E-mail support: **sales@ebcflex.com**

Organization Information: To authorize withdrawals from multiple accounts, please duplicate this form.

Legal Name of Organization

Federal Employer ID Number (FEIN) (xx-xxxxxx)

Auto-Debit or Direct Payment Method: Please choose only one method.

Auto-Debit: Withdraw claims payments and/or administration fees directly from my account

Account Type: Checking Savings General Ledger
Use Auto-Debit for: Claims/Payroll Fees

Direct Payment: Withdraw funds and write checks to fund claims payments and/or administration fees directly from my checking account

Starting Check Number:

Use Direct Payment for: Claims/Payroll Fees

Authorized Check Signer (please sign within rectangle)

Second Signature (required if dual signature needed; please sign within rectangle)

Financial Institution Information

Name of Financial Institution

Branch

Financial Institution Address

City

State

Zip Code

Account Name

Account Number

Routing Number

Authorization

I authorize Employee Benefits Corporation and the financial institution named above to initiate withdrawals from my checking/savings/ledger account. This authority will remain in effect until I notify you in writing to cancel it in such time as to afford the financial institution a reasonable opportunity to act on it. In the event of an error, please notify Employee Benefits Corporation immediately.

X

Signature

Date (mm-dd-yyyy)

Print Name

Title

Related Employers Form

Fax to: **608 831 4790**
 Mail to: **Employee Benefits Corporation**, PO Box 44347, Madison WI 53744-4347
 Phone support: **800 346 2126**, 608 831 8445
 E-mail support: **sales@ebcflex.com**

If the BESTflexSM Plan will cover multiple companies that are part of a controlled group, please complete this Related Employers Form to list controlled group companies.

Related Employers Information: The Plan will include the companies below:

Legal Name of Primary Organization Federal Employer ID Number (FEIN) (xx-xxxxxx)

Controlled group companies: Are there related organizations in a controlled group? Yes No
 Are controlled group organizations offered the BESTflex Plan? Yes No
 Administration of controlled group organizations should be: Administered as one plan Tracked separately

Additional Organization Name Federal Employer ID Number (FEIN) (xx-xxxxxx)

Mailing Address City State Zip Code

Check if street address is the same as the mailing address

Street Address City State Zip Code

Primary Contact Last Name First Name Title

Phone (xxx-xxx-xxxx) Extension Fax (xxx-xxx-xxxx)

E-mail address (required; all plan correspondence will be sent via e-mail) Effective Date (mm-dd-yyyy)

What is the corporate status of the organization?

C Corporation Subchapter S Governmental Entity/School District Sole Proprietor Church Controlled
 Non-Profit Cooperative Partnership/LLP/LLC LLC Taxed as a C Corporation LLC Taxed as Subchapter S

Additional Organization Name Federal Employer ID Number (FEIN) (xx-xxxxxx)

Mailing Address City State Zip Code

Check if street address is the same as the mailing address

Street Address City State Zip Code

Primary Contact Last Name First Name Title

Phone (xxx-xxx-xxxx) Extension Fax (xxx-xxx-xxxx)

E-mail address (required; all plan correspondence will be sent via e-mail) Effective Date (mm-dd-yyyy)

What is the corporate status of the organization?

C Corporation Subchapter S Governmental Entity/School District Sole Proprietor Church Controlled
 Non-Profit Cooperative Partnership/LLP/LLC LLC Taxed as a C Corporation LLC Taxed as Subchapter S



Employee Benefits Corporation

Service Agreement

For use with Federal COBRA and all State Continuation Admin

15.f

Fax to: **608 831 4790**
Mail to: **Employee Benefits Corporation**, PO Box 44347, Madison WI 53744-4347
Phone support: **800 346 2126** | 608 831 8445
E-mail support: **sales@ebcflex.com**

Validation and Adoption

As set forth below, the following Employer engages Employee Benefits Corporation, PO Box 44347, Madison, WI 53744-4347 (telephone: 608 831 8445; toll free 800 346 2126), to provide services helping the Employer comply with the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA) and State Continuation provisions.

Minnesota State Continuation and Wisconsin State Continuation are available if you are a Minnesota or Wisconsin-based employer with less than 20 employees. If your total number of employees is 20 or more, you are subject to both federally regulated COBRA Continuation and State Continuation.

Note: In the states of Arizona, Florida, Kentucky, Massachusetts, Montana, North Carolina, Nebraska, Ohio, Rhode Island, Tennessee, Vermont, Virginia, and Washington, Employee Benefits Corporation is registered under the "doing business as" (DBA) name EBC Benefits Administration Corporation. In the state of New Hampshire, Employee Benefits Corporation is registered under the DBA name Employee Benefits Administrators of Wisconsin.

Organization Information

Legal Name of Organization

Federal Employer ID Number (FEIN) (xx-xxxxxx)

Is the company listed above part of a controlled group?

Yes No (If you chose "Yes" the attached Related Employers Form must be completed)

Plan Details

Administration Type:

COBRA

COBRA **with** State Continuation (indicate state:)

Connecticut

Minnesota

New York

Texas

Wisconsin

State Continuation only:

Minnesota

Wisconsin

Effective Date:
(Start Date)

COBRASecure Effective Date (mm-dd-yyyy)

Number of employees:

Number of employees enrolled in the Health Plan

Current COBRA Administration

Does the employer have continuants currently enrolled in COBRA or pending a COBRA election?

Yes

No

COBRA is currently administered:

In-house by employer

Outsourced:

Name of administrator if COBRA is currently outsourced

If outsourced and there are enrolled or pending continuants, your current COBRA administrator will notify the carrier(s) and terminate these continuants:

Yes

No

Health Plans

Select the COBRA plans that you currently offer your active employees.

	Automatically Bundled with Medical Insurance	Separately Elected
Medical Insurance	N/A	N/A
Dental Insurance		
Vision Insurance		
Prescription Drug		
Health Reimbursement Arrangement		
Health Care Flexible Spending Account (FSA)	N/A	N/A
Employer Maintained Wellness Program	N/A	N/A
Employee Assistance Plan (EAP)	N/A	N/A
Other	N/A	N/A

Life Insurance - for Minnesota State Continuation only:

Basic Life Insurance

Voluntary Life Insurance

Basic Life Insurance Bundled with AD&D

Disability Extension Administration Fee (Federal COBRA only)

102%

150%

(48% of the premium is retained by the client and 2% is retained by Employee Benefits Corporation)

Fees

COBRASecure Administration

\$

Setup Fee (0000)

\$

Fee per COBRA continuant at time of takeover

\$

Monthly administration fee per health plan participant per month (0.00)
(\$50 minimum fee applies)

Employee Benefits Corporation will charge and retain a 2% administration fee with respect to COBRA premiums where allowed by law.

Services included with COBRASecure:

- Initial set up on administration software
- Ongoing, toll-free customer service support
- Dedicated Client Service Consultant
- Secure access to www.ebcflex.com
- Send COBRA notices to Qualified Beneficiary upon event Notification
- Issue checks to employer monthly
- Initial Notices to newly enrolled employees (Federal COBRA)
- Provide online reports to employer
- Collect premiums from continuants
- Cancel COBRA coverage if payment is not received by due date
- Track COBRA enrollment forms
- Notify carrier of continuant reinstatement and terminations
- Provide COBRA premium coupons
- Notify continuants of any premium rate changes
- Produce insurance conversion letters
- Send grace period and partial payment notices (where applicable)
- Maintain complete documentation archiving Notices to COBRA continuants
- Ensure that all COBRA coverage is terminated at the appropriate date

Invoicing Preference for Fees (If Federal COBRA is involved)

Standard

By division

(Available only if your plan exceeds minimum monthly fee)

Payment Method

Choose how you will submit your Setup and Monthly Administration Fees

Payment Options:

Auto-debit

Auto-deposit

Check

Account Options:

Use bank information currently on file

Use the Auto-Debit Authorization Form attached

Premium Remittance

Choose how you would like Premiums remitted

Auto-deposit (Complete the attached Auto-Deposit Authorization Form)

Check

Optional Services

Initial Notices (Federal COBRA only)

To send COBRA initial notices to all **currently** enrolled employees and dependents in the group plan by first class mail with proof of mailing, please check the box below. COBRA Initial Notices are sent to all newly enrolled employees and dependents as part of our fee if requested within 90 days of commencement of coverage. After 90 days, the fee is \$2.75 per letter.

Mail Initial Notices to all currently enrolled employees and dependents on any COBRA eligible plan @ \$2.75 per letter

Open Enrollment Notice

Mailing Open Enrollment Notices to COBRA continuants and Qualified Beneficiaries pending COBRA enrollment during open enrollment is available upon request at an additional fee.

Please note that Open Enrollment service is only available with concurrent activation of COBRASecure services and an employer's plans renewal date. For example, if an employer's plans renew January 1, COBRASecure service must be in place as of November or December prior to January 1 to send out Open Enrollment packets.

Term

This Service Agreement shall be in effect for 1 year ("Term") and shall thereafter automatically renew indefinitely for like Terms, unless terminated as set forth in this Agreement.

Responsibilities of the Employer

1.0 Plan Administrator

Plan Administrator: Although Employee Benefits Corporation is providing certain services to the Employer regarding the Employer's group health plans, the Employer acknowledges that Employee Benefits Corporation is not the plan "administrator" as that term is used by the Employee Retirement Income Security Act of 1974 (ERISA). The "administrator" is the Employer or other person designated by the terms of the applicable plan.

2.0 Necessary Information

The Employer agrees to provide Employee Benefits Corporation with the following information relating to the Employer's group health plans and covered employees and dependents

- Takeover Spreadsheet, or any other agreed upon format, for all continuants currently on or eligible for COBRA and/or State Continuation
- Benefit information required on the benefit information pages of this Service Agreement
- Periodic surveys required by Employee Benefits Corporation for plan operation

2.1 Fees

Employee Benefits Corporation may upon notice to the Employer increase its fees from year to year. Employee Benefits Corporation will charge a \$30 fee for any payments returned as Non-sufficient Funds (NSF).

3.0 Ongoing Administration

The Employer understands that as a condition of Employee Benefits Corporation providing the services on page 2 of this Agreement, Employer shall timely and accurately perform all the stated responsibilities and provide the information required in this Agreement. Employee Benefits Corporation shall be entitled to rely on any information provided by the Employer or Employer's vendor as accurate, valid and complete.

The Employer agrees to inform Employee Benefits Corporation of all pertinent information relating to the Employer's group health plan(s) at the inception of this Service Agreement and as later modified by the Employer. The Employer will also provide any other relevant information to the fulfillment of this agreement as it is necessary for compliance with COBRA, State Continuation or the generally applicable requirements of the plan.

The Employer will provide, on Employee Benefits Corporation accepted forms online, or via data file feed process and within 30 days* of the date the Employer has knowledge or receives notice of the event, information relating to the following events that may require action under COBRASecure:

*For State Continuation: CT - 30 Days | MN - 10 Days | NY - 30 Days | TX - 5 Days | WI - 5 Days

Federal COBRA

- The death of the covered employee
- The termination or reduction of hours of the covered employee's employment
- The divorce or legal separation of the covered employee from the employee's spouse
- The covered employee becoming entitled to benefits under Title XVIII of the Social Security Act (Medicare)
- A dependent child ceasing to be a dependent under the generally applicable requirements of the plan
- Bankruptcy under Title 11 for persons with retiree coverage if it causes a substantial loss of coverage within one year

COBRA with State Continuation

- Connecticut – same events as COBRA with addition of annulment
- Minnesota – same events as COBRA
- New York – same events as COBRA
- Texas – same events as COBRA
- Wisconsin – same events as COBRA with addition of annulment

State Continuation

- Minnesota – same events as COBRA
- Wisconsin – termination of employment, reduction in hours, death of employee, divorce and annulment

4.0 HIPAA Regulations

HIPAA imposes many obligations on employers and health plan sponsors. Employee Benefits Corporation shall not be responsible for complying with any of those obligations other than (if indicated in "COBRASecure HIPAA Certificates of Creditable Coverage" of this Service Agreement) to provide Certificates of Creditable Coverage.

5.0 Cooperation with Employee Benefits Corporation

So that Employee Benefits Corporation can perform its services under the Service Agreement, the Employer shall cooperate with Employee Benefits Corporation and timely provide Employee Benefits Corporation with all information that Employee Benefits Corporation reasonably requests.

6.0 Optional Services

Optional legal services are billed separately and subject to change. Legal research by Employee Benefits Corporation is \$100.00 per hour with a one hour minimum. Legal research by an Employee Benefits Corporation-appointed attorney are billed at the attorney's hourly rate.

7.0 Indemnity Clause

Employee Benefits Corporation shall indemnify the Employer from any taxes, fines, or penalties (and related reasonable attorneys' fees) incurred by the Employer as a result of Employee Benefits Corporation's failure to fulfill its duties under this Service Agreement. The Employer shall indemnify Employee Benefits Corporation from any taxes, fines, or penalties (and related reasonable attorneys fees) incurred by Employee Benefits Corporation as a result of the Employer's failure to fulfill its duties under this Service Agreement.

8.0 Termination After 60-Day Notice

Either party may terminate the Service Agreement effective at least 60 days after providing written notice of termination to the other party.

8.1 Other Termination by Employer

The Employer may terminate the Service Agreement at any time without 60-day notice by providing written notice to Employee Benefits Corporation without regard to the 60-day period. If the Employer does so, however, the Employer shall pay Employee Benefits Corporation the early termination fee of \$300.

8.2 Other Termination by Employee Benefits Corporation

Employee Benefits Corporation may also terminate the Service Agreement at any time without 60-day notice by providing written notice to the Employer without regard to the 60 day period, but only if the Employer previously breached this Service Agreement, such as by failing to pay Employee Benefits Corporation for its services, failing to provide necessary information, or failing to cooperate with Employee Benefits Corporation. The Employer will be provided notice of any breach and will have 10 days from the notice to cure the breach and avoid termination.

 Broker Information

N/A

Agency/Organization: NameFederal Employer ID Number (FEIN) or
Social Security Number (xx-xxxxxx)

Agency/Organization Street Address

City

State

Zip Code

Agent/Broker: Last Name

First Name

Title

Phone (xxx-xxx-xxxx)

Extension

Fax (xxx-xxx-xxxx)

E-mail address (required to receive email copy of signed contracts to client)

Employee Benefits Corporation Representative

 Please Sign and Date the Service Agreement**X****Employer:** Signature

Date (mm-dd-yyyy)

Print Name

Title

X**Employee Benefits Corporation:** Signature

Date (mm-dd-yyyy)

Print Name

Title

Attachment: City of De Pere cobra (5545 : Reso #17-14 Authorizing Service Agreement with (EBC))



Employee Benefits Corporation

Auto-Debit Authorization Form

Fax to: 608 831 4790
Mail to: Employee Benefits Corporation, PO Box 44347, Madison WI 53744-4347
Phone support: 800 346 2126 | 608 831 8445
E-mail support: sales@ebcflex.com

Organization Information: To authorize withdrawals from multiple accounts, please duplicate this form.

Legal Name of Organization Federal Employer ID Number (FEIN) (xx-xxxxxx)

Auto-Debit Administration Fees

Account Type: Checking Savings General Ledger

Financial Institution Information

Name of Financial Institution Branch

Financial Institution Address City State Zip Code

Account Name Account Number Routing Number

Authorization

I authorize Employee Benefits Corporation and the financial institution named above to initiate withdrawals from my checking/savings/ledger account. This authority will remain in effect until I notify you in writing to cancel it in such time as to afford the financial institution a reasonable opportunity to act on it. In the event of an error, please notify Employee Benefits Corporation immediately.

X
Signature Date (mm-dd-yyyy)

Print Name Title

Attachment: City of De Pere cobra (5545 : Reso #17-14 Authorizing Service Agreement with (EBC))



Employee Benefits Corporation

Auto-Deposit Authorization Form

15.f

Fax to: 608 831 4790
Mail to: Employee Benefits Corporation, PO Box 44347, Madison WI 53744-4347
Phone support: 800 346 2126 | 608 831 8445
E-mail support: employerservices@ebcflex.com

Organization Information: To authorize deposits to multiple accounts, please duplicate this form.

Legal Name of Organization

Federal Employer ID Number (FEIN) (xx-xxxxxx)

Auto-Deposit Setup: Notify your financial institution with permission for Employee Benefits Corporation to push funds.

Account Type:

Checking

Savings

Effective Date (mm-dd-yyyy)

Financial Institution Information

Name of Financial Institution

Branch

Financial Institution Address

City

State

Zip Code

Account Name

Account Number

Routing Number

Email Address - Required

In order to receive remittance advice when auto-depositing funds into your financial account, we require an active **email address**

Second **email address** if remittance advice should be sent to an additional location

Authorization

I authorize Employee Benefits Corporation and the financial institution named above to initiate deposits to my checking/savings/ledger account. This authority will remain in effect until I notify you in writing to cancel it in such time as to afford the financial institution a reasonable opportunity to act on it. In the event of an error, please notify Employee Benefits Corporation immediately.

X

Signature

Date (mm-dd-yyyy)

Print Name

Title

Attachment: City of De Pere cobra (5545 : Reso #17-14 Authorizing Service Agreement with (EBC))



Employee Benefits Corporation

Related Employers Form

15.f

Fax to: 608 831 4790
Mail to: Employee Benefits Corporation, PO Box 44347, Madison WI 53744-4347
Phone support: 800 346 2126 | 608 831 8445
E-mail support: sales@ebcflex.com

If COBRASecure will cover multiple companies that are part of a controlled group, please complete this Related Employers Form to list controlled group companies.

Related Employers Information: The Plan will include the companies below:

Legal Name of Primary Organization	Federal Employer ID Number (FEIN) (xx-xxxxxx)		
Controlled group companies:	Are there related organizations in a controlled group?	Yes	No
	Are controlled group organizations offered COBRASecure?	Yes	No
	Administration of controlled group organizations should be:	Administered as one plan	Tracked separately

Additional Organization Name		Federal Employer ID Number (FEIN) (xx-xxxxxx)	
Mailing Address	City	State	Zip Code
Check if street address is the same as the mailing address			
Street Address	City	State	Zip Code
Primary Contact Last Name	First Name	Title	
Phone (xxx-xxx-xxxx)	Extension		
E-mail address (required; all plan correspondence will be sent via e-mail)		Effective Date (mm-dd-yyyy)	
What is the corporate status of the organization?			
C Corporation	Subchapter S	Governmental Entity/School District	Sole Proprietor
Non-Profit	Cooperative	Partnership/LLP/LLC	LLC Taxed as a C Corporation
			Church Controlled
			LLC Taxed as Subchapter S

Additional Organization Name		Federal Employer ID Number (FEIN) (xx-xxxxxx)	
Mailing Address	City	State	Zip Code
Check if street address is the same as the mailing address			
Street Address	City	State	Zip Code
Primary Contact Last Name	First Name	Title	
Phone (xxx-xxx-xxxx)	Extension		
E-mail address (required; all plan correspondence will be sent via e-mail)		Effective Date (mm-dd-yyyy)	
What is the corporate status of the organization?			
C Corporation	Subchapter S	Governmental Entity/School District	Sole Proprietor
Non-Profit	Cooperative	Partnership/LLP/LLC	LLC Taxed as a C Corporation
			Church Controlled
			LLC Taxed as Subchapter S

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: February 22, 2017
DEPARTMENT: City Clerk-Treasurer
FROM: Carey Danen
SUBJECT: Voucher Approval.

ATTACHMENTS:

- 2-22-17 VOUCHERS (PDF)

2/14/2017 11:18 AM

A / P CHECK REGISTER

PAGE: 1

PACKET: 05437 FEB COUNCIL - 2 2-21-17

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
2412	ACCURATE SUSPENSION WAREHOUSE							
	I-1616698	ACCURATE SUSPENSION WAREHOUSE	R	2/21/2017		100.00CR	081196	100.00
6426	ACL							
	I-201701-0	ACL	R	2/21/2017		26.80CR	081197	26.80
0302	AIRGAS USA LLC							
	I-9059419976	AIRGAS USA LLC	R	2/21/2017		165.19CR	081198	
	I-9059879363	AIRGAS USA LLC	R	2/21/2017		314.97CR	081198	
	I-9942019531	AIRGAS USA LLC	R	2/21/2017		292.95CR	081198	773.11
2982	ALL CITY COMMUNICATIONS							
	I-4699567-020117	ALL CITY COMMUNICATIONS	R	2/21/2017		173.48CR	081199	173.48
5158	AMBROSIUS STUDIOS INC							
	I-2540	AMBROSIUS STUDIOS INC	R	2/21/2017		89.25CR	081200	89.25
7483	B & P MECHANICAL INC							
	I-16-10 (3) FINAL	B & P MECHANICAL INC	R	2/21/2017		19,110.25CR	081201	
	I-7396	B & P MECHANICAL INC	R	2/21/2017		1,219.00CR	081201	20,329.25
5497	BADGER MAILING & SHIPPING SYSTEMS INC							
	I-89042	BADGER MAILING & SHIPPING SYST	R	2/21/2017		157.00CR	081202	157.00
0020	BADGERLAND PRINTING INC							
	I-29043	BADGERLAND PRINTING INC	R	2/21/2017		40.80CR	081203	
	I-29066	BADGERLAND PRINTING INC	R	2/21/2017		90.00CR	081203	
	I-29095	BADGERLAND PRINTING INC	R	2/21/2017		108.00CR	081203	
	I-29113	BADGERLAND PRINTING INC	R	2/21/2017		84.00CR	081203	322.80
0023	BATTERIES PLUS LLC							
	I-501-507792	BATTERIES PLUS LLC	R	2/21/2017		120.95CR	081204	
	I-501-511712	BATTERIES PLUS LLC	R	2/21/2017		191.93CR	081204	
	I-501-512003	BATTERIES PLUS LLC	R	2/21/2017		47.90CR	081204	
	I-EC0006908675-01	BATTERIES PLUS LLC	R	2/21/2017		95.28CR	081204	456.06
0027	BAY TOWEL INC							
	I-2293256	BAY TOWEL INC	R	2/21/2017		90.05CR	081205	
	I-2322494	BAY TOWEL INC	R	2/21/2017		95.89CR	081205	
	I-2329012	BAY TOWEL INC	R	2/21/2017		177.02CR	081205	
	I-2330778	BAY TOWEL INC	R	2/21/2017		38.87CR	081205	
	I-2330779	BAY TOWEL INC	R	2/21/2017		90.79CR	081205	
	I-2334925	BAY TOWEL INC	R	2/21/2017		90.79CR	081205	
	I-2334926	BAY TOWEL INC	R	2/21/2017		53.95CR	081205	
	I-2337322	BAY TOWEL INC	R	2/21/2017		72.06CR	081205	709.42

Attachment: 2-22-17 VOUCHERS (5544 : Voucher Approval.)

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A / P CHECK REGISTER

PAGE: 2

PACKET: 05437 FEB COUNCIL - 2 2-21-17

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0025	BAYCOM INC							
	I-EQUIPINV_006097	BAYCOM INC	R	2/21/2017		108.00CR	081206	
	I-SRVCE000000005930	BAYCOM INC	R	2/21/2017		216.25CR	081206	
	I-SRVCE000000006034	BAYCOM INC	R	2/21/2017		1,410.00CR	081206	
	I-SRVCE000000006273	BAYCOM INC	R	2/21/2017		242.50CR	081206	1,976.75
0038	BROADWAY AUTOMOTIVE INC							
	I-837999P	BROADWAY AUTOMOTIVE INC	R	2/21/2017		866.42CR	081207	
	I-838155P	BROADWAY AUTOMOTIVE INC	R	2/21/2017		16.44CR	081207	
	I-838231P	BROADWAY AUTOMOTIVE INC	R	2/21/2017		7.48CR	081207	
	I-839128P	BROADWAY AUTOMOTIVE INC	R	2/21/2017		357.82CR	081207	1,248.16
0039	BROOKS TRACTOR INC							
	I-375297	BROOKS TRACTOR INC	R	2/21/2017		1,834.34CR	081208	
	I-D52535	BROOKS TRACTOR INC	R	2/21/2017		268.83CR	081208	2,103.17
2944	BROWN COUNTY JAIL							
	I-201702106844	BROWN COUNTY JAIL	R	2/21/2017		840.00CR	081209	840.00
0046	BROWN COUNTY PORT SOLID WASTE DEPT							
	I-33293	BROWN COUNTY PORT SOLID WASTE	R	2/21/2017		18,688.96CR	081210	18,688.96
0044	BROWN COUNTY REGISTER OF DEEDS							
	I-201702106845	BROWN COUNTY REGISTER OF DEEDS	R	2/21/2017		31.50CR	081211	31.50
5640	BROWNELLS INC							
	I-13593271.00	BROWNELLS INC	R	2/21/2017		278.65CR	081212	
	I-13618336.00	BROWNELLS INC	R	2/21/2017		128.91CR	081212	407.56
0737	BRUCE MUNICIPAL EQUIPMENT INC							
	I-E00096	BRUCE MUNICIPAL EQUIPMENT INC	R	2/21/2017		2,355.80CR	081213	
	I-P01984	BRUCE MUNICIPAL EQUIPMENT INC	R	2/21/2017		290.54CR	081213	2,646.34
6061	CARRICO AQUATIC RESOURCES INC							
	I-20170121	CARRICO AQUATIC RESOURCES INC	R	2/21/2017		20,404.88CR	081214	
	I-201702106846	CARRICO AQUATIC RESOURCES INC	R	2/21/2017		285.00CR	081214	20,689.88
0536	CDW GOVERNMENT INC							
	I-GQM2252	CDW GOVERNMENT INC	R	2/21/2017		1,463.49CR	081215	1,463.49
6910	CHOICE1 HEALTH CARE SERVICES LLC							
	I-6750	CHOICE1 HEALTH CARE SERVICES L	R	2/21/2017		499.00CR	081216	499.00

Attachment: 2-22-17 VOUCHERS (5544 : Voucher Approval.)

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A / P CHECK REGISTER

PAGE: 3

PACKET: 05437 FEB COUNCIL - 2 2-21-17

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
2708	CLEANING SOLUTION SERVICES INC							
	I-12586	CLEANING SOLUTION SERVICES INC	R	2/21/2017		48.23CR	081217	
	I-12598	CLEANING SOLUTION SERVICES INC	R	2/21/2017		1,105.24CR	081217	
	I-12655	CLEANING SOLUTION SERVICES INC	R	2/21/2017		54.93CR	081217	1,208.40
7337	COMPASS MINERALS AMERICA							
	I-71603041	COMPASS MINERALS AMERICA	R	2/21/2017		11,730.93CR	081218	11,730.93
2926	CROSBY HEAVY DUTY WRECKER SERV INC							
	I-81768	CROSBY HEAVY DUTY WRECKER SERV	R	2/21/2017		150.00CR	081219	150.00
6700	DARLEY CO							
	I-17272268	DARLEY CO	R	2/21/2017		1,000.00CR	081220	1,000.00
0075	DIGGERS HOTLINE INC							
	I-170 1 36401	DIGGERS HOTLINE INC	R	2/21/2017		124.89CR	081221	
	I-170136402 PP1	DIGGERS HOTLINE INC	R	2/21/2017		134.40CR	081221	259.29
3212	DIXON ENGINEERING INC							
	I-17-1704	DIXON ENGINEERING INC	R	2/21/2017		950.00CR	081222	
	I-17-1705	DIXON ENGINEERING INC	R	2/21/2017		1,900.00CR	081222	2,850.00
0079	DORSCH CORP							
	I-34328	DORSCH CORP	R	2/21/2017		155.65CR	081223	155.65
0085	EMERGENCY MEDICAL PRODUCTS INC							
	I-1883413	EMERGENCY MEDICAL PRODUCTS INC	R	2/21/2017		15.50CR	081224	15.50
7422	EXCEL UNDERGROUND LLC							
	I-4913	EXCEL UNDERGROUND LLC	R	2/21/2017		2,047.66CR	081225	2,047.66
0091	FASTENAL COMPANY							
	I-WIGRE341218	FASTENAL COMPANY	R	2/21/2017		12.85CR	081226	
	I-WIGRE341325	FASTENAL COMPANY	R	2/21/2017		41.42CR	081226	54.27
2627	FESTIVAL FOODS INC							
	I-112033-33	FESTIVAL FOODS INC	R	2/21/2017		12.74CR	081227	
	I-170078-21	FESTIVAL FOODS INC	R	2/21/2017		39.99CR	081227	52.73
0096	FIRE APPARATUS & EQUIPMENT INC							
	I-16446	FIRE APPARATUS & EQUIPMENT INC	R	2/21/2017		207.58CR	081228	207.58

Attachment: 2-22-17 VOUCHERS (5544 : Voucher Approval.)

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A / P CHECK REGISTER

PAGE: 4

PACKET: 05437 FEB COUNCIL - 2 2-21-17

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
5124	FIRELINE SPRINKLER CORP							
	I-6551-17	FIRELINE SPRINKLER CORP	R	2/21/2017		255.00CR	081229	
	I-8037-17	FIRELINE SPRINKLER CORP	R	2/21/2017		255.00CR	081229	510.00
7536	GALETON							
	I-1401173-00	GALETON	R	2/21/2017		970.92CR	081230	970.92
0562	GALLS LLC							
	C-6810308	GALLS LLC	R	2/21/2017		53.68	081231	
	I-6795378	GALLS LLC	R	2/21/2017		118.93CR	081231	
	I-6799672	GALLS LLC	R	2/21/2017		39.75CR	081231	
	I-6836492	GALLS LLC	R	2/21/2017		104.36CR	081231	209.36
2544	GLOBAL RECOGNITION INC							
	I-162802	GLOBAL RECOGNITION INC	R	2/21/2017		1,076.50CR	081232	
	I-162872	GLOBAL RECOGNITION INC	R	2/21/2017		212.65CR	081232	1,289.15
1649	GRAEF ANHALT SCHLOEMER & ASSOC INC							
	I-91721	GRAEF ANHALT SCHLOEMER & ASSOC	R	2/21/2017		1,450.00CR	081233	1,450.00
0116	GRAINGER INC							
	I-9340208538	GRAINGER INC	R	2/21/2017		510.50CR	081234	
	I-9343281870	GRAINGER INC	R	2/21/2017		161.28CR	081234	671.78
0666	GRAY'S INC							
	I-33867	GRAY'S INC	R	2/21/2017		2,080.00CR	081235	2,080.00
0348	GREEN BAY METRO SEWERAGE DISTRICT							
	I-113481	GREEN BAY METRO SEWERAGE DISTR	R	2/21/2017		1,000.00CR	081236	1,000.00
4826	GUSTAVE A LARSON CO							
	I-GRB0332899	GUSTAVE A LARSON CO	R	2/21/2017		1,971.63CR	081237	
	I-GRB0332943	GUSTAVE A LARSON CO	R	2/21/2017		218.79CR	081237	2,190.42
3521	HD SUPPLY WATERWORKS LTD							
	I-G735866	HD SUPPLY WATERWORKS LTD	R	2/21/2017		156,442.56CR	081238	
	I-G744431	HD SUPPLY WATERWORKS LTD	R	2/21/2017		109,306.40CR	081238	265,748.96
6932	IMAGETREND INC.							
	I-105292	IMAGETREND INC.	R	2/21/2017		775.00CR	081239	775.00
1399	INDOFF INC							
	I-2907084	INDOFF INC	R	2/21/2017		77.58CR	081240	
	I-2909736	INDOFF INC	R	2/21/2017		157.39CR	081240	
	I-2910388	INDOFF INC	R	2/21/2017		31.80CR	081240	
	I-2913420	INDOFF INC	R	2/21/2017		49.95CR	081240	
	I-2915006	INDOFF INC	R	2/21/2017		111.75CR	081240	
	I-2915803	INDOFF INC	R	2/21/2017		49.73CR	081240	
	I-2918208	INDOFF INC	R	2/21/2017		93.26CR	081240	571.46

Attachment: 2-22-17 VOUCHERS (5544 : Voucher Approval.)

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A / P CHECK REGISTER

PAGE: 5

PACKET: 05437 FEB COUNCIL - 2 2-21-17

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0141	JEFFERSON FIRE & SAFETY INC							
	I-233926	JEFFERSON FIRE & SAFETY INC	R	2/21/2017		47.00CR	081241	
	I-234215	JEFFERSON FIRE & SAFETY INC	R	2/21/2017		65.00CR	081241	112.00
1276	JX ENTERPRISES INC							
	I-D-270270008	JX ENTERPRISES INC	R	2/21/2017		17.64CR	081242	
	I-D-270300109	JX ENTERPRISES INC	R	2/21/2017		28.50CR	081242	
	I-D-270310017	JX ENTERPRISES INC	R	2/21/2017		8.44CR	081242	
	I-D-270310033	JX ENTERPRISES INC	R	2/21/2017		4,673.60CR	081242	
	I-D-270320134	JX ENTERPRISES INC	R	2/21/2017		61.33CR	081242	
	I-D-270320170	JX ENTERPRISES INC	R	2/21/2017		212.29CR	081242	
	I-D-270330013	JX ENTERPRISES INC	R	2/21/2017		39.50CR	081242	
	I-D-270340139	JX ENTERPRISES INC	R	2/21/2017		366.30CR	081242	
	I-D-270370020	JX ENTERPRISES INC	R	2/21/2017		104.52CR	081242	
	I-D-270370060	JX ENTERPRISES INC	R	2/21/2017		16.44CR	081242	
	I-D-270370067	JX ENTERPRISES INC	R	2/21/2017		20.51CR	081242	
	I-D-270380025	JX ENTERPRISES INC	R	2/21/2017		12.80CR	081242	5,561.87
3140	KUNDINGER FLUID POWER INC							
	I-50417978	KUNDINGER FLUID POWER INC	R	2/21/2017		125.98CR	081243	
	I-50417979	KUNDINGER FLUID POWER INC	R	2/21/2017		1,160.15CR	081243	1,286.13
4617	LANGUAGE LINE SERVICES							
	I-4000729	LANGUAGE LINE SERVICES	R	2/21/2017		7.58CR	081244	7.58
0173	MENARDS INC							
	C-99598	MENARDS INC	R	2/21/2017		59.94	081245	
	I-202	MENARDS INC	R	2/21/2017		15.87CR	081245	
	I-28	MENARDS INC	R	2/21/2017		9.99CR	081245	
	I-364	MENARDS INC	R	2/21/2017		8.36CR	081245	
	I-491	MENARDS INC	R	2/21/2017		43.07CR	081245	
	I-738	MENARDS INC	R	2/21/2017		3.16CR	081245	
	I-743	MENARDS INC	R	2/21/2017		1.58CR	081245	
	I-99597	MENARDS INC	R	2/21/2017		73.41CR	081245	
	I-99600	MENARDS INC	R	2/21/2017		19.96CR	081245	115.46
3191	NIELSON COMMUNICATIONS INC							
	I-AT11032	NIELSON COMMUNICATIONS INC	R	2/21/2017		49.90CR	081246	49.90
2896	NOODLE SOUP OF WEINGART DESIGN CORP							
	I-147412	NOODLE SOUP OF WEINGART DESIGN	R	2/21/2017		50.00CR	081247	50.00

Attachment: 2-22-17 VOUCHERS (5544 : Voucher Approval.)

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VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
0190	NORTHEAST ASPHALT INC							
	I-1468862	NORTHEAST ASPHALT INC	R	2/21/2017		1,223.86CR	081248	1,223.86
0531	NORTHEAST AUTO PARTS INC							
	I-318451	NORTHEAST AUTO PARTS INC	R	2/21/2017		7.80CR	081249	
	I-318472	NORTHEAST AUTO PARTS INC	R	2/21/2017		39.48CR	081249	
	I-318489	NORTHEAST AUTO PARTS INC	R	2/21/2017		129.90CR	081249	
	I-318578	NORTHEAST AUTO PARTS INC	R	2/21/2017		37.45CR	081249	
	I-318609	NORTHEAST AUTO PARTS INC	R	2/21/2017		17.67CR	081249	
	I-318639	NORTHEAST AUTO PARTS INC	R	2/21/2017		7.69CR	081249	
	I-318723	NORTHEAST AUTO PARTS INC	R	2/21/2017		6.10CR	081249	246.09
5433	NORTHEAST WI TECH COLLEGE							
	I-CS30610RB	NORTHEAST WI TECH COLLEGE	R	2/21/2017		50.00CR	081250	50.00
3250	NORTHERN LAKE SERVICE							
	I-309319	NORTHERN LAKE SERVICE	R	2/21/2017		624.00CR	081251	624.00
0187	NSIGHT TELSERVICES							
	I-201702106847	NSIGHT TELSERVICES	R	2/21/2017		64.40CR	081252	64.40
5222	P J KORTENS & CO INC							
	I-10019300	P J KORTENS & CO INC	R	2/21/2017		446.31CR	081253	
	I-10019308	P J KORTENS & CO INC	R	2/21/2017		135.00CR	081253	581.31
1331	PACKER FASTENER & SUPPLY INC							
	I-320120	PACKER FASTENER & SUPPLY INC	R	2/21/2017		35.66CR	081254	
	I-321827	PACKER FASTENER & SUPPLY INC	R	2/21/2017		166.29CR	081254	
	I-321973	PACKER FASTENER & SUPPLY INC	R	2/21/2017		99.17CR	081254	301.12
0199	PARKER COATINGS INC							
	I-277203	PARKER COATINGS INC	R	2/21/2017		130.70CR	081255	
	I-277222	PARKER COATINGS INC	R	2/21/2017		26.95CR	081255	157.65
4476	PAUL CONWAY SHIELDS CORP							
	I-398616-IN	PAUL CONWAY SHIELDS CORP	R	2/21/2017		15,288.59CR	081256	15,288.59
1826	PAULSON HARDWARE INC							
	I-201702136848	PAULSON HARDWARE INC	R	2/21/2017		22.00CR	081257	22.00
0525	PETROLEUM EQUIP SERVICE OF WI INC							
	I-140090	PETROLEUM EQUIP SERVICE OF WI	R	2/21/2017		7,770.00CR	081258	7,770.00

Attachment: 2-22-17 VOUCHERS (5544 : Voucher Approval.)

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PACKET: 05437 FEB COUNCIL - 2 2-21-17

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK	CHECK	DISCOUNT	AMOUNT	CHECK	CHECK
			TYPE	DATE			NO#	AMOUNT
6126	PM SUPPLY - WRIGHT INDUSTRIAL							
	I-69959	PM SUPPLY - WRIGHT INDUSTRIAL	R	2/21/2017		46.08CR	081259	46.08
0208	POMP'S TIRE SERVICE INC							
	I-1010036839	POMP'S TIRE SERVICE INC	R	2/21/2017		619.40CR	081260	
	I-90031421	POMP'S TIRE SERVICE INC	R	2/21/2017		29.95CR	081260	
	I-90031645	POMP'S TIRE SERVICE INC	R	2/21/2017		157.15CR	081260	
	I-90037583	POMP'S TIRE SERVICE INC	R	2/21/2017		244.70CR	081260	
	I-90037696	POMP'S TIRE SERVICE INC	R	2/21/2017		84.95CR	081260	1,136.15
1246	PREVEA HEALTH							
	I-107686	PREVEA HEALTH	R	2/21/2017		55.50CR	081261	
	I-107918	PREVEA HEALTH	R	2/21/2017		102.90CR	081261	158.40
0395	PRO ONE JANITORIAL INC							
	I-118744	PRO ONE JANITORIAL INC	R	2/21/2017		979.00CR	081262	979.00
7358	PROJECT ENTERTAINMENT LLC							
	I-1763616	PROJECT ENTERTAINMENT LLC	R	2/21/2017		280.12CR	081263	280.12
5055	QUALITY TRUCK CARE CENTER INC							
	I-DP54520	QUALITY TRUCK CARE CENTER INC	R	2/21/2017		16.69CR	081264	
	I-DP54580	QUALITY TRUCK CARE CENTER INC	R	2/21/2017		141.61CR	081264	158.30
4208	RED THE UNIFORM TAILOR							
	I-W65457	RED THE UNIFORM TAILOR	R	2/21/2017		356.83CR	081265	356.83
6875	RJ'S SIGNS AND DESIGNS LLC							
	I-1661	RJ'S SIGNS AND DESIGNS LLC	R	2/21/2017		76.00CR	081266	76.00
6380	ROCK OIL REFINING INC							
	I-258370	ROCK OIL REFINING INC	R	2/21/2017		100.00CR	081267	
	I-258420	ROCK OIL REFINING INC	R	2/21/2017		48.00CR	081267	148.00
7447	ROUTE READY PARTS & SERVICE							
	I-6569-00	ROUTE READY PARTS & SERVICE	R	2/21/2017		245.43CR	081268	245.43
1890	S I METALS AND SUPPLY							
	I-192650	S I METALS AND SUPPLY	R	2/21/2017		173.00CR	081269	173.00
0501	SAINT MARY'S HOSPITAL							
	I-20335	SAINT MARY'S HOSPITAL	R	2/21/2017		178.45CR	081270	178.45

Attachment: 2-22-17 VOUCHERS (5544 : Voucher Approval.)

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PACKET: 05437 FEB COUNCIL - 2 2-21-17

VENDOR SET: 01

BANK : AP ASSOCIATED

			CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
0235	SAINT VINCENT HOSPITAL							
	I-45213	SAINT VINCENT HOSPITAL	R	2/21/2017		9.25CR	081271	9.25
1528	TEAM APPAREL & SPECIALTIES INC							
	I-103521	TEAM APPAREL & SPECIALTIES INC	R	2/21/2017		210.00CR	081272	210.00
0262	TEMPERATURE SYSTEMS INC							
	I-2589673-00	TEMPERATURE SYSTEMS INC	R	2/21/2017		173.88CR	081273	173.88
1945	TRANE US INC							
	I-37605719	TRANE COMPANY	R	2/21/2017		3,281.65CR	081274	
	I-37619021	TRANE US INC	R	2/21/2017		747.62CR	081274	4,029.27
7309	TRILLIUM CNG							
	I-1702062124	TRILLIUM CNG	R	2/21/2017		4,137.95CR	081275	4,137.95
0272	UNIFORM SHOPPE INC							
	I-262571	UNIFORM SHOPPE INC	R	2/21/2017		22.90CR	081276	
	I-262703	UNIFORM SHOPPE INC	R	2/21/2017		107.90CR	081276	
	I-262704	UNIFORM SHOPPE INC	R	2/21/2017		67.00CR	081276	
	I-262824	UNIFORM SHOPPE INC	R	2/21/2017		54.95CR	081276	
	I-262897	UNIFORM SHOPPE INC	R	2/21/2017		152.90CR	081276	
	I-262947	UNIFORM SHOPPE INC	R	2/21/2017		88.95CR	081276	
	I-263100	UNIFORM SHOPPE INC	R	2/21/2017		22.95CR	081276	
	I-263247	UNIFORM SHOPPE INC	R	2/21/2017		18.90CR	081276	536.45
3085	VANDERLOOP'S SHOES INC							
	I-I04-10013961	VANDERLOOP'S SHOES INC	R	2/21/2017		200.00CR	081277	200.00
7328	PAT VANRITE							
	I-201702136849	PAT VANRITE	R	2/21/2017		100.00CR	081278	100.00
3707	VIKING ELECTRIC SUPPLY							
	I-2177681	VIKING ELECTRIC SUPPLY	R	2/21/2017		67.20CR	081279	
	I-2184509	VIKING ELECTRIC SUPPLY	R	2/21/2017		56.01CR	081279	123.21
0278	VIKING MACHINE & DESIGN INC							
	I-5051	VIKING MACHINE & DESIGN INC	R	2/21/2017		693.74CR	081280	693.74
2645	WI DEPT OF JUSTICE							
	I-201702136850	WI DEPT OF JUSTICE	R	2/21/2017		49.00CR	081281	49.00

Attachment: 2-22-17 VOUCHERS (5544 : Voucher Approval.)

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PACKET: 05437 FEB COUNCIL - 2 2-21-17

VENDOR SET: 01

BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
7350	WI MEDIA							
	I-279644	WI MEDIA	R	2/21/2017		751.86CR	081282	751.86
1181	WI PARK AND RECREATION ASSOC							
	I-201702136851	WI PARK AND RECREATION ASSOC	R	2/21/2017		75.00CR	081283	75.00
1466	WI SUPREME COURT							
	I-201702136852	WI SUPREME COURT	R	2/21/2017		700.00CR	081284	700.00

* * T O T A L S * *	NO#	DISCOUNTS	CHECK AMT	TOTAL APPLIED
REGULAR CHECKS:	89	0.00	420,168.37	420,168.37
HANDWRITTEN CHECKS:	0	0.00	0.00	0.00
PRE-WRITE CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
VOID CHECKS:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
CORRECTIONS:	0	0.00	0.00	0.00
REGISTER TOTALS:	89	0.00	420,168.37	420,168.37

TOTAL ERRORS: 0 TOTAL WARNINGS: 0

Attachment: 2-22-17 VOUCHERS (5544 : Voucher Approval.)

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PACKET: 05437 FEB COUNCIL - 2 2-21-17
 VENDOR SET: 01
 BANK : AP ASSOCIATED

VENDOR	NAME / I.D.	DESC	CHECK TYPE	CHECK DATE	DISCOUNT	AMOUNT	CHECK NO#	CHECK AMOUNT
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** POSTING PERIOD RECAP **

FUND	PERIOD	AMOUNT

100	2/2017	107,139.59CR
201	2/2017	133,526.66CR
208	2/2017	274.13CR
290	2/2017	1.50CR
405	2/2017	19,120.56CR
415	2/2017	8,545.00CR
455	2/2017	1,450.00CR
601	2/2017	140,621.69CR
650	2/2017	9,489.24CR
=====		
ALL		420,168.37CR

Attachment: 2-22-17 VOUCHERS (5544 : Voucher Approval.)

City of De Pere, Wisconsin**Request For Common Council Action**

MEETING DATE: February 22, 2017
DEPARTMENT: City Clerk-Treasurer
FROM: Carey Danen
SUBJECT: Operator License Applications.

ATTACHMENTS:

- 02-22-17 (PDF)

CITY OF DE PERE - February 22, 2017

ITEM	NAME	ADDRESS	CITY	ST	ZIP
Previously Tabled Operator License Applications					
1	WENIG, TREVOR I.	1837 ST. AGNES DR	GREEN BAY	WI	54304

New Operator License Applications for the 2016-2018 Licensing Period					
1	BOLDT, CHRISTOPHER S.	615 JORDAN RD	DE PERE	WI	54115
2	BRAUER, PETER J.	600 LEWIS ST	DE PERE	WI	54115
3	CHRISTNOVICH, KERI R.	1193 S ERIE ST	DE PERE	WI	54115
4	DE HATE, KRISTEN L.	871 KELLOGG ST	GREEN BAY	WI	54303
5	DIETZLER, NICOLAS	985 N BROADWAY #35	DE PERE	WI	54115
6	GARCIA-CAMACHO, MICHELLE A.	1244 S ERIE ST APT 10	DE PERE	WI	54115
7	GUIDA, NIKKI M.	3633 CHERRYVALE PL #1	APPLETON	WI	54913
8	HILLESHEIM, QUINLAN L.	624 S 21ST ST	ESCANABA	MI	49829
9	JAHNER, TIMOTHY J.	1007 1/2 E MAIN ST	LITTLE CHUTE	WI	54140
10	MAXWELL, JORDAN R.	2278 RED TAIL GLEN	DE PERE	WI	54115
11	VAN DEURZEN, GERALD J.	985 N BROADWAY #64	DE PERE	WI	54115
12	WIESER, JONATHON L.	2454 KILRUSH RD	DE PERE	WI	54115

Attachment: 02-22-17 (5547 : Operator License Applications.)