Finance/Personnel Committee

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

Regular Meeting

Agenda

Tuesday, February 14, 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 **Finance/Personnel Committee** of the City of De Pere will be held on **February 14, 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 at www.depere.tv. This meeting is also rebroadcast on TW Cable Channel 4 and AT&T U-verse Channel 99 throughout the week and available on demand at www.depere.tv.

Call to Order

1. Roll Call
2. Approval of Minutes of the January 10, 2017 Regular Meeting of the Finance/Personnel Committee.
3. Police Department Overtime Report for January 2017
4. Fire Department Overtime and LifeQuest Billing Report for January, 2017.
5. Developer's Agreement Terms with CMR, LLC for property located at the southeast corner of Red Maple Rd and American Blvd (Parcels WD-L479-3, WD-L-179-4, WD-L-179-5-1) *
6. Developer's Agreement Terms with Gaming Machine Supply, Inc. For Property Located On The West Side Of American Blvd., just south of American Court (Parcel WD-1379) *
7. Main and Lawrence Redevelopment Area/Roundabout and Proposed TID #13 Consultant Agreement *
8. Consider Videography Agreement With Definitely De Pere and St. Norbert College*
9. Recommendation to approve Service Agreements (Flex, HRA and COBRA) with Employee Benefit Corporation (EBC)*.
10. Public Comment and announcements.
11. Future agenda items.
12. Adjournment

Notice is hereby given that a majority of the members of the Common Council of the City of De Pere may attend this meeting to gather information about a subject(s) over which they have decision-making responsibility.

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

Agenda Sent To:
Alderpersons

City Administrator
Mayor
Department Heads
TV, Newspapers & Radio Stations
Kress Family Library
De Pere Chamber of Commerce
Tina Quigley, Definitely De Pere
Nina Rouse, St. Norbert College
Mark Soderland, CMR, LLC
Garritt Bader
John Michaud

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**February 14, 2017**
DEPARTMENT:	**City Attorney**
FROM:	**Angela Zills**
SUBJECT:	**Approval of Minutes of the January 10, 2017 Regular Meeting of the Finance/Personnel Committee.**

ATTACHMENTS:

- January 10, 2017 DRAFT Minutes (PDF)

Finance/Personnel Committee

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

Regular Meeting

Draft Minutes

Tuesday, January 10, 2017 | 7:30 PM | De Pere City Hall Council Chambers

Call to Order. Mayor Walsh called the regular meeting of the Finance/Personnel Committee to order at 7:30 PM on January 10, 2017, at De Pere City Hall Council Chambers, 335 South Broadway Street, De Pere, Wisconsin.

Attendee Name	Title	Status	Arrived
Scott Crevier	Alderperson	Present	
Michael Donovan	Alderperson	Present	
Larry Lueck	Alderperson	Excused	
Lisa Rafferty	Alderperson	Present	
Michael J. Walsh	Mayor	Present	

Also Present: City Administrator Lawrence Delo, Fire Chief Alan Matzke, Police Chief Derek Beiderwieden, Economic and Planning Director Kimberly Flom, Finance Director Joseph Zegers, City Attorney Judith Schmidt-Lehman, Parks, Recreation & Forestry Director Marty Kosobucki, representatives of New Leaf Market and members of the public.

2. Approval of Minutes of the December 13, 2016 Regular Meeting of the Finance/Personnel Committee.

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

3. Police Department Overtime Report for December 2016.

Alderperson Crevier questioned overtime hours over the last couple years and what amount should be expected for the size of City's police force. Chief Beiderwieden indicated that he hasn't conducted an analysis to any other Department, but explained that the overtime is higher this year, occurring under various different categories, including long-term FMLA and training, as well as categories out of the control of the Department, such as court. If 1,300 hours were in the staffing category only, he might recommend looking at hiring a new officer. Currently, the Department has 35 full time officer slots, with two new officers recently hired, but needing to complete the field training program. A new Traffic Officer position is expected to be filled this spring but will not count toward overtime for staffing. Alderperson Crevier further asked about training for the Department and Chief Beiderwieden advised that the Department currently utilizes a cadre of instructors to implement the yearly training plan, with specialized instructors for certain disciplines and core training. Special schools are available for additional training. A Patrol Captain presently leads the training group for the Department.

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

4. Fire Department Overtime and EMS/Lifequest Billing Report for December, 2016.

Alderperson Crevier questioned the number of full time firefighters on staff and overtime numbers compared to a year ago. Chief Matzke advised that there are 26 full time firefighters and that overtime is higher as the Department has been plagued with long-term illness and injuries. Staffing replacement is up due to not meeting the minimum staffing requirement, and duty crew is up due to both ambulances being out and re-staffing of the station in case of a potential additional emergency; the Department is currently analyzing that process. Alderperson Rafferty questioned EMS payments and whether billing is completed. Chief Matzke explained that EMS has completed billing as of August, and Lifequest is now handling all collections. The transition is still a work in progress, as the transfer was direct from EMS to Lifequest and not directly through the Department. However, there has been good communication with Lifequest and the company is currently reviewing and analyzing the Department's data. Follow-up has also been good thus far, and hopefully, Lifequest will appear before the Committee at some point to give an overview of its assessment and provide recommendations for further benchmarking and better collection results. Mayor Walsh asked about when the information was transferred, to which Chief Matzke advised that the information was transferred very recently at the end of December.

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

5. Review of a property appraisal request for Parcel ED-881 for New Leaf Market Cooperative. *

Economic and Planning Director Flom provided a summary of New Leaf plan. In June 2016 a grant was awarded to New Leaf to allow the project to move forward. Since the award of the grant, the initial property New Leaf was interested in changed ownership, and New Leaf has now reached a purchase agreement for a two-story, vacant building at 320 North Wisconsin. Since more space is needed to achieve the Market's long-term goals, the City was approached to acquire some of the parking lot (ED-881). This lot is currently underused for parking and it is believed this would not have a negative impact to downtown if some of the parking was removed. There is currently an Agreement in place, which spells out parking requirements. City staff has proposed a revised Agreement to property owners involved and received favorable response verbally; however, attorneys for parties are currently reviewing. A quote has been received to conduct an appraisal of the market value of the parking lot to be paid from Economic Development/Planning Consulting Budget Funds. Alderperson Crevier asked about the support of other downtown businesses and Definitely De Pere. Economic and Planning Director Flom advised that property owners were informally polled at 310 North Wisconsin, Shopko, and the current owner of 320 North Wisconsin, but that Definitely De Pere was not specifically asked about parking. Alderperson Rafferty asked about the title company using this lot, to which Economic and Planning Director Flom indicated that the title company primarily utilizes other spaces and will also be retaining the private-owned parking spaces adjacent to their building. Alderperson Rafferty further asked about what sort of foot traffic the store would cause and if parking would be adequate for future use. Economic and Planning Director Flom indicated that while the City has not done any market analysis on parking, New Leaf has, but based on the market and planning standards, it is believed that the proposed elimination of the parking spots

would still keep the lot within standards. Alderperson Rafferty indicated she would be interested in the New Leaf Analysis and whether a grocery store would have a higher traffic than other retail. Mayor Walsh commented on a previous business that utilized that space and that there is a history that parking will likely be sufficient for that space.

Mayor Walsh made a Motion to open the meeting, which was seconded by Alderperson Donovan. Upon vote, Motion was carried unanimously.

Tom Dennee spoke on parking on behalf of New Leaf, and indicated that their market analysis required a minimum of 50 parking stalls necessary, preferably 75, and this site affords significantly more than minimum needs. Alderperson Rafferty asked about current membership to which Mr. Dennee indicated there is currently about 880. A membership drive will be initiated again after property purchase is finalized, with membership of 1,500 preferred to start project and goal membership being 2,000. Alderperson Donovan commented that if there was ultimately a problem with parking in that area, it would be a good thing, and the problem could be addressed at that time.

Lynn Walter spoke further on membership figures. Initially New Leaf planned to be in downtown Green Bay, and lost some members when the project moved to De Pere. A major membership drive is on hold until the project is a go and a site obtained. New Leaf is confident that there is enough interest in the community that membership will grow and they have a plan in place to recruit. Alderperson Crevier asked about thoughts of other business owners in the area to which Ms. Walter responded that New Leaf plans to bring traffic into the area, and New Leaf is excited about this location and opportunities coming in De Pere. Feedback from other businesses has been positive as it will help their businesses also. This location fits New Leaf's site criteria and good support has been received from both the City and Definitely De Pere.

Economic and Planning Director Flom concurred with Ms. Walter's comments about support from other local businesses, but staff did not specifically poll on parking loss, but the three businesses most impacted are extremely supportive.

Mayor Walsh made a Motion to go back to regular order, which was seconded by Alderperson Donovan. Upon vote, Motion carried unanimously.

Alderperson Crevier expressed his concern about the specific number of spaces impacted and his concern about the nearby business community being on board with this project. If businesses are supportive, he believes it is a good use of the building.

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

6. Brown County Tax Collection Agreement.*

Alderperson Crevier asked for further information on the proposal, other options and the recommendation for approval. Finance Director Zegers provided information regarding Clerk's suggestion to approve and explained history of tax collection process. Brown County has collected for county municipalities for approximately 20 years, and Finance Director Zegers believes there is efficiency to collect at one centralized level, rather than

individual municipalities. The county proposal would take effect in December of 2017 and would have financial impact to the City's 2018 budget. The County Treasurer wants a yes or no response by the end of February to plan for next year.

A discussion was held among City Administrator Delo, the alderpersons, Mayor Walsh and Finance Director Zegers regarding this proposal, whether costs would be greater to the City to opt out rather than paying City's share of the county's charge-back, what action Brown County would take if some municipalities do not agree or if Green Bay opts out, whether the City has other options, can municipalities collect more efficiently individually versus one central location, and the benefits the county already has under the current arrangement. Finance Director Zegers indicated that Brown County has advised that the fee would be $.85 per tax bill for collection service fees and acknowledged that there is still an offset benefit to the county for processing tax payments even without the collection service fee.

Further discussion was held about why the county has a shortfall at this point and the option of a group of municipalities potentially going on their own for collection. Finance Director Zegers advised that one municipality is opting out at this point. The county is in the process of obtaining a Land Records Management System, which may make the collection process more efficient in the long run, and Finance Director Zegers believes that municipalities that agree to this one-year proposal are waiting to see how the new system impacts collection, rather than opting out at this point.

Alderperson Crevier asked about school districts being charged for collection. Administrator Delo indicated that a municipality is required to collect for school districts within its boundaries, further explained the tax collection process, and since the proposal is for a one year agreement and security of collection, given that the City doesn't currently have software to collect, the proposed costs may outweigh the investment value the City would get for this first year. At that point, it could be reevaluated for other options.

Finance Director Zegers further advised that political factors, economic factors and new technology for the County could shape the City's decision going forward, clarified that the requested payment is for the first half collection of taxes and that the county is obligated to collect the second half.

RESULT:	**ADOPTED [3 TO 1]**
MOVER:	Michael J. Walsh, Mayor
SECONDER:	Lisa Rafferty, Alderperson
AYES:	Michael Donovan, Lisa Rafferty, Michael J. Walsh
NAYS:	Scott Crevier
EXCUSED:	Larry Lueck

7. Consideration of Police Department Participation in Brown County Click it or Ticket and Speed Task Force 2017.*

Aldeperson Crevier asked who pays for the grant and Chief Beiderwieden advised that it comes from the State through the Department of Transportation. Alderperson Crevier further asked how the match portion of the program works and Chief Beiderwieden explained that the match portion is handled through administrative time, vehicle use, mileage costs, etc.

Administrator Delo further clarified that De Pere Police Department, along with other departments who participate in program, can collect on the grant funds until the total amount of $125,000 is disbursed and that department supplies and labor are used for the 25% requirement for the match; it is not a dollars and cents match.

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

8. Consideration of various ordinance updates.*

City Attorney Schmidt-Lehman answered alderpersons questions on the purpose of the ordinance updates and clarified that the purpose is to clean up, update or remove very old language within the ordinances and not to change the purpose or intent or the ordinances overall.

Both City Attorney Schmidt-Lehman and Administrator Delo advised in response to a question from Alderperson Rafferty that agricultural operations should be allowed and authorized pursuant to the City's zoning requirements currently in place.

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

9. Approve emergency funding for replacement of unit heaters. *

Alderperson Crevier questioned why Tweet-Garot had been chosen and whether there were other bids. Parks, Recreation & Forestry Director Kosobucki advised that Tweet-Garot currently holds the contract for preventative maintenance, conducts inspections of equipment twice a year, and was the quickest way to address the issue. Staff is pleased with preventative maintenance services provided by Tweet-Garot, as well as the analysis report provided containing a summary of findings and recommendations following each inspection. Due to some equipment being utilized longer, unexpected breakdowns can occur.

Administrator Delo advised that the risk of carbon monoxide necessitated the urgency of the repair, and since Tweet-Garot did the inspection, an emergency repair was authorized for Tweet-Garot to perform the work as the collection of other bids would have delayed the repair and extended the carbon monoxide risk.

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

10. Consider Assistant Chief Vacancy for the Fire Department.*

Alderperson Crevier commented on the thorough memo provided by Chief Matzke and asked about open positions, to which Chief Matzke advised that there were none currently in the Department.

Chief Matzke explained that a TSO fills a need of the Department in a non-benefit status, without funding a full time position. The current TSO works 10 hours a week and provides benefit to the Department at a low cost. In order to take on the Interim Assistant Fire Chief position, an additional 30 hours would be paid, which the TSO requested be at a higher rate of $25/hour. Alderperson Crevier inquired if that rate is a fair wage, to which Chief Matzke advised that the current rate of pay for TSO hours is the same as the paid on-call rate, and a full-time assistant fire chief would pay at a higher rate than the rate being requested.

Alderperson Rafferty asked if the TSO is willing to work 40 hours a week and Chief Matzke confirmed that.

Administrator Delo clarified that the final decision belongs to the Police and Fire Commission for the appointment of an Interim Assistant Fire Chief.

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

11. Public Comment and announcements.

None.

12. Future agenda items.

None.

13. Adjournment.

Upon Motion of Mayor Walsh, seconded by Alderperson Crevier, the Finance/Personnel Committee unanimously adjourned at 8:51 PM.

Respectfully submitted,
Angela Zills

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: **February 14, 2017**

DEPARTMENT: **Police**

FROM: **Derek Beiderwieden**

SUBJECT: **Police Department Overtime Report for January 2017**

The overtime (OT) report covers a four week period. Two previous years overtime report summaries are attached for comparison.

Training hours for January were mostly for SWAT training, Defense and Arrest Tactics training and state mandated Traffic Crash Reporting (TraCs) training.

The staffing hours remain a little high due to two officers that were still in field training in January. One officer has graduated from field training program and we have one more left in the training.

Miscellaneous OT of 27.5 hours is comprised of 4 hours for background interviews and new hire observation reports, 10.5 hours for SWAT unit call out, 4 hours for Administrative related activity (4 hours for employee exposure testing), and 9 hours of 1.5 Patrol Fraction Allotments.

The Reimbursed Miscellaneous OT of 66 hours is comprised of 44.5 Drug Task Force Hours and 21.5 OWI Task Force hours.

Please let me know if you have any questions about this overtime report.

ATTACHMENTS:

- 2015 PD OT Report Summary (PDF)
- 2016 PD OT Report Summary (PDF)
- January 2017 PD OT Report (PDF)

OVERTIME BY REASON
2015

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	32.00	77.50	59.50	59.50	54.50	23.50	23.00	70.50	29.00	22.50	45.00	28.00	524.50
OFFICER WORKED ON HOLIDAY	8.00	18.00	4.00	26.00	12.00	97.50	63.00	13.00	129.25	14.00	16.00	233.25	634.00
OFFICER FOR COURT	14.00	22.00	18.50	8.00	6.00	16.00	12.00	10.00	11.00	12.00	6.00	11.50	147.00
OFFICER TRAINING	19.00	144.50	132.50	73.75	78.00	54.50	17.00	65.50	179.50	97.50	99.25	75.50	1036.50
OFFICER RELIEF FOR FUNERAL			7.50										7.50
OFFICER ATTEND MEETING	12.00		12.00	7.50	0.50	16.00	4.00	22.50		17.00	8.50	18.00	118.00
STAFFING LEVEL	45.00	47.50	49.50	67.00	103.00	105.00	112.00	102.25	98.00	59.00	105.00	119.00	1012.25
INVESTIGATION	20.25	78.00	43.25	34.50	35.00	48.00	49.00	25.00	26.00	26.00	51.50	37.00	473.50
HONOR GUARD FOR FUNERAL				22.00	8.00	2.00				3.00	12.00		47.00
SCHOOL LIAISON REIMBURSED	17.00	35.00	19.00	21.50	8.50	21.50		14.00	30.50	38.50		9.00	214.50
COMMUNITY RELATIONS	1.00		2.00							3.50			6.50
SPECIAL ASSIGNMENT									22.50	24.50			47.00
SPECIAL ASSIGNMENT REIMBURSED		10.00		10.50	26.00	178.00	6.00		10.00			38.50	279.00
MISCELLANEOUS	6.00	14.25	7.75	8.75	35.00	18.50	9.75	8.75	53.25	6.25	25.50	22.00	215.75
MISCELLANEOUS REIMBURSED	59.50	33.50	24.00	39.00	20.50	28.50	33.25	30.00	44.00	15.00	46.00	71.50	444.75
Gross OFFICER OVERTIME	233.75	480.25	379.50	378.00	387.00	609.00	329.00	361.50	633.00	338.75	414.75	663.25	5207.75
SUBTOTAL REIMBURSED OVERTIME	(76.50)	(78.50)	(43.00)	(71.00)	(55.00)	(228.00)	(39.25)	(44.00)	(84.50)	(53.50)	(46.00)	(119.00)	(938.25)
NET OFFICER OVERTIME	157.25	401.75	336.50	307.00	332.00	381.00	289.75	317.50	548.50	285.25	368.75	544.25	4269.50
SECRETARY OVERTIME													0.00
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: **$150,000.00**
Est. Expenditures through 1/06/2016 **$122,227.00**
Percent of Total Budget: **81.48%**

NOTES:

* Period 1/3/2015 - 1/30/2015
**Period 1/31/2015 - 2/27/2015
***Period 2/28/2015 - 3/27/2015
+Period 3/28/2015 - 4/24/2015
++Period 4/25/2015 - 5/22/2015
^Period 5/23/2015 - 7/03/2015
#Period 7/4/2015 - 7/31/2015
##Period 8/1/2015 - 8/28/2015
^^Period 8/29/2015 - 9/25/2015
^^^Period 9/26/2015 - 10/23/2015
*+Period 10/24/2015 - 11/20/2015
*+*Period 11/21/2015 - 1/1/2016

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2016

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	42.00	8.00	21.00	29.00	71.50	12.50	30.50	71.75	60.50	119.50	113.50	38.50	618.25
OFFICER WORKED ON HOLIDAY	8.00	8.00	36.00	4.00	80.75	20.00	60.00	2.25	121.75	4.00	64.00	77.00	485.75
OFFICER FOR COURT	13.00	10.50	12.00		22.00	34.00	8.00	2.00	48.25	29.50	14.50	6.00	199.75
OFFICER TRAINING	40.50	42.50	155.75	227.50	132.25	191.00	35.00	90.25	45.25	131.00	209.50	103.25	1403.75
OFFICER RELIEF FOR FUNERAL		7.50		7.50	4.00								19.00
OFFICER ATTEND MEETING	14.00	10.00	20.00	14.00	4.50	15.50	10.00	7.50	16.00	7.00	2.50	11.50	132.50
STAFFING LEVEL	8.00	19.00	34.50	28.50	135.50	142.50	159.00	172.00	131.00	173.00	154.00	107.50	1264.50
INVESTIGATION	39.50	25.50	18.25	49.50	47.00	28.75	55.00	41.00	26.00	37.75	73.00	21.00	462.25
HONOR GUARD FOR FUNERAL		7.50						3.00			15.00		25.50
SCHOOL LIAISON REIMBURSED	21.50	20.00	7.00	17.50	26.00	13.50		9.50	56.50	39.00	15.50	11.00	237.00
COMMUNITY RELATIONS										16.50	5.50		22.00
SPECIAL ASSIGNMENT						9.00	2.00		4.00	4.00	28.00		47.00
SPECIAL ASSIGNMENT REIMBURSED		12.50			197.75								210.25
MISCELLANEOUS	8.00	17.25	46.00	15.50	36.75	18.00	11.25	27.50	23.25	21.75	32.00	16.75	274.00
MISCELLANEOUS REIMBURSED	76.50	42.00	112.00	89.00	43.00	24.00	14.00	19.50	7.00	25.00	39.50	5.50	497.00
Gross OFFICER OVERTIME	271.00	230.25	462.50	482.00	801.00	508.75	384.75	446.25	539.50	608.00	766.50	398.00	5898.50
SUBTOTAL REIMBURSED OVERTIME	(98.00)	(74.50)	(119.00)	(106.50)	(266.75)	(37.50)	(14.00)	(29.00)	(63.50)	(64.00)	(55.00)	(16.50)	(944.25)
NET OFFICER OVERTIME	173.00	155.75	343.50	375.50	534.25	471.25	370.75	417.25	476.00	544.00	711.50	381.50	4954.25
Community Service Officer	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

Total Overtime Budget: **$140,000**
Expenditures through 12/23/2016 **$173,667**
Percent of Total Budget: **124.05%**

NOTES:

* Period 01/02/2016 - 01/29/2016
**Period 1/30/2016 - 02/26/2016
***Period 02/27/2016 - 03/25/2016
+Period 3/26/2016 - 4/22/2016
++Period 4/23/2016 - 6/3/2016
^Period 6/4/2016 - 7/1/2016
#Period 7/2/2016 - 7/29/2016
##Period 7/30/2016 - 8/26/2016
^^Period 8/27/2016 - 9/23/2016
^^^Period 9/24/2016 - 10/21/2016
*+Period 10/22/2016 - 12/2/2016
*+*Period 12/3/2016 - 12/30/2016

DE PERE POLICE DEPARTMENT
OVERTIME BY REASON
2017

REASON	JAN*	FEB**	MAR***	APR+	MAY++	JUN ^	JUL #	AUG ##	SEPT^^	OCT^^^	NOV*+	DEC*+*	TOTAL
OFFICER SICK RELIEF	12.00												12.00
OFFICER WORKED ON HOLIDAY	97.00												97.00
OFFICER FOR COURT	9.00												9.00
OFFICER TRAINING	207.00												207.00
OFFICER RELIEF FOR FUNERAL													0.00
OFFICER ATTEND MEETING	5.50												5.50
STAFFING LEVEL	63.00												63.00
INVESTIGATION	37.50												37.50
HONOR GUARD FOR FUNERAL													0.00
SCHOOL LIAISON REIMBURSED	18.00												18.00
COMMUNITY RELATIONS													0.00
SPECIAL ASSIGNMENT													0.00
SPECIAL ASSIGNMENT REIMBURSED													0.00
MISCELLANEOUS	27.50												27.50
MISCELLANEOUS REIMBURSED	66.00												66.00
Gross OFFICER OVERTIME	542.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	542.50
SUBTOTAL REIMBURSED OVERTIME	(84.00)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	(84.00)
NET OFFICER OVERTIME	458.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	458.50

Total Overtime Budget: **$145,000.00**
Expenditures through 02/03/2017 **$17,113.00**
Percent of Total Budget: **11.80%**

02/04/2017
Report Date

NOTES:

* Period 12/31/2016 - 1/27/2017
**Period
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Attachment: January 2017 PD OT Report (5510 : Police January 2017 Overtime)

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: **February 14, 2017**

DEPARTMENT: **Fire Department**

FROM: **Lea Taylor**

SUBJECT: **Fire Department Overtime and LifeQuest Billing Report for January, 2017.**

ATTACHMENTS:

- FIRE DEPT JAN OT RPT (PDF)

DE PERE FIRE RESCUE

OVERTIME BREAKDOWN BY REASON

FOR THE YEAR OF 2016

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	124.25	126.00	168.00	126.00	108.75	137.75	186.00	101.25	170.00	239.75	221.50	203.75	1,913.0
EMS TRAINING	84.00	86.50	66.25	74.25	17.50	2.25	0.00	27.00	90.00	72.75	67.50	67.50	655.50
FIRE TRAINING	0.00	368.50	357.25	61.50	31.25	4.25	4.50	28.50	18.00	86.50	57.25	0.00	1,017.5
RESCUE CALLS	7.50	7.50	8.00	9.00	4.50	6.25	16.00	9.25	9.50	8.25	26.50	4.00	116.25
FIRE CALLS	7.25	0.00	0.00	0.00	5.50	0.00	0.00	0.00	3.25	7.50	0.00	3.50	27.00
MEETINGS	89.00	33.25	29.25	60.75	57.75	24.25	11.50	156.50	47.25	40.50	85.50	43.25	678.75
STAFFING REP.	0.00	4.50	0.00	132.75	0.00	0.00	144.00	231.00	13.50	43.00	734.25	144.00	1,447.0
MAINTENANCE	0.00	0.00	3.00	20.25	9.50	11.00	0.00	0.00	0.00	0.00	0.00	0.00	43.75
PUB. ED.	9.00	59.25	2.75	7.50	38.75	3.00	0.00	27.00	105.50	13.50	22.50	1.50	290.25
SPECIAL EVENTS	0.00	0.00	0.00	0.00	235.00	0.00	0.00	26.50	73.50	0.00	0.00	0.00	335.00
# FIRE RUNS	34.00	31.00	42.00	22.00	23.00	49.00	36.00	35.00	33.00	30.00	25.00	51.00	411.00
# of EMS RUNS	137.00	115.00	130.00	169.00	182.00	153.00	178.00	154.00	175.00	145.00	148.00	170.00	1,856.0
DISPATCH ERRORS	6.00	3.00	11.00	11.00	8.00	5.00	3.00	11.00	1.00	2.00	2.00	3.00	66.00
TOTAL HRS.	321.00	685.50	634.50	492.00	508.50	188.75	362.00	607.00	530.50	511.75	1,215.00	467.50	6,524.0

OVERTIME BREAKDOWN BY REASON

FOR THE YEAR OF 2017

REASON	Jan.	Feb.	Mar.	Apr.	May	June	July	Aug.	Sept.	Oct.	Nov.	Dec.	TOTAL
DUTY CREW	219.75												219.75
EMS TRAINING	24.00												24.00
FIRE TRAINING	35.00												35.00
RESCUE CALLS	5.50												5.50
FIRE CALLS	0.00												0.00
MEETINGS	37.00												37.00
STAFFING REP.	7.50												7.50
MAINTENANCE	0.00												0.00
PUB. ED.	9.75												9.75
SPECIAL EVENTS	0.00												0.00
# FIRE RUNS	42.00												42.00
# of EMS RUNS	174.00												174.00
DISPATCH ERRORS	2.00												2.00
TOTAL HRS.	338.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	338.50

Special Events included in Overtime

Total Overtime Budget $95,000, Expenditures through January 27, 2017 $5,585, 6%

DE PERE FIRE RESCUE
OVERTIME CAUSED BY SICK LEAVE
JANUARY, 2017

DATE	HOURS OF SICK LEAVE	OVERTIME PAID
TOTAL	**0**	**0**

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

LIFEQUEST MEDICAL BILLING - 2016
MONTHLY REPORT

	JAN. '16	FEB. '16	MAR. '16	APR. '16	MAY '16	JUNE '16
CHARGES						
PAYMENTS						
ADJUSTMENTS						
WRITE OFFS						

	JULY '16	AUG. '16	SEPT. '16	OCT. '16	NOV. '16	DEC. '16
CHARGES			72,313	107,555	79,709	187,244
PAYMENTS			0	10,906	42,469	47,293
ADJUSTMENTS			0	13,652	35,345	58,472
WRITE OFFS			0	0	0	0

Payments to LifeQuest	
Jan. 2016	
Feb. 2016	
March 2016	
April 2016	
May 2016	
June 2016	
July 2016	
Aug. 2016	
Sept. 2016	0
Oct. 2016	491
Nov. 2016	1,911
Dec. 2016	2,128
Total Paid	$4,530

LIFEQUEST MEDICAL BILLING - 2017
MONTHLY REPORT

	JAN.	FEB.	MARCH	APRIL	MAY	JUNE
CHARGES	155,297					
PAYMENTS	65,035					
ADJUSTMENTS	70,467					
WRITE OFFS	0					

	JULY	AUG.	SEPT.	OCT.	NOV.	DEC.
CHARGES						
PAYMENTS						
ADJUSTMENTS						
WRITE OFFS						

Payments to LifeQuest	
Jan. 2017	2,927
Feb. 2017	
March 2017	
April 2017	
May 2017	
June 2017	
July 2017	
Aug. 2017	
Sept. 2017	
Oct. 2017	
Nov. 2017	
Dec. 2017	
Total Paid	$2,927

DE PERE FIRE RESCUE
STRUCTURAL FIRE "STILL" ALARMS FOR JANUARY 2017

Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
01/01/2017	1924 Bunker Hill Court	A	Carbon monoxide detector sounding	E121	Investigate, replace batteries
01/03/2017	1425 Sterling Heights (Village of Bellevue)	C	Haze of smoke in apt. building	C190, E111, L111	Dispatched, canceled en route
01/05/2017	103 Grant Street	C	Fire alarm sounding	E111, E121	Investigate, unintentional
01/05/2017	903 Fox River Drive	C	Carbon monoxide detector sounding	A112, E111	Investigate, furnace malfunction
01/06/2017	2001 Lawrence Drive	A	Fire alarm sounding	E111, E121	Investigate, malfunction
01/06/2017	972 S. Ninth Street	A	Gas Odor	A112, E111, L111	Investigate, gas can tipped over
01/06/2017	607 Jordan Road	A	Gas Leak	E111, E121	Investigate, building renovation
01/07/2017	233 N. Broadway	C	Carbon monoxide detector sounding	E111	Investigate, replace batteries
01/07/2017	1757 Bunker Hill Court	C	Carbon monoxide detector sounding	E121	Investigate, replace batteries
01/07/2017	1770 Burgoyne Court	C	Fire alarm sounding	E121	Investigate, false alarm
01/08/2017	1103 Tanager Trail	A	Carbon monoxide detector sounding	E111	Investigate, malfunction
01/08/2017	1110 Westwood Drive	A	Carbon monoxide detector sounding	E111	Investigate, new detector installed
01/10/2017	2001 Lawrence Drive	A	Fire alarm sounding	C101	Investigate, malfunction

Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
01/10/2017	1231 Monterey Trail	A	Gas Leak	E111	Investigate, Gas Fireplace potential leak
01/12/2017	2001 American Blvd.	B	Fire alarm sounding	E121	Investigate, false alarm
01/13/2017	2119 Yahara	B	Fire alarm sounding	E111	Investigate, defective detector head
01/16/2017	830 East River Drive	C	Carbon monoxide detector sounding	E121	Investigate, installed new detector
01/18/2017	N. Ashland/8th Street	B	Vehicle fire	E121, E111, A111	Investigate, blown tire - no fire
01/19/2017	1380 Scheuring Road	A	Building fire	C190, C290, C390, C690, A111, L311, E111, E121, E621, E1711	Investigate, ventilate, stove fire
01/19/2017	231 N. 6th Street	A	Cooking fire	C390, C690, A6011, L311, E111, E121, E621, E1711	Investigate, ventilate, stove fire
01/21/2017	340 S. Michigan Street	C	Gas Leak	E111, E121	Investigate, ventilate, stove left on for 6 hours
01/22/2017	1521 N. Pinecrest (Village of Howard)	C	Building fire	C190, E111, E121	Fire control/extinguishment
01/22/2017	2001 American Blvd.	C	Fuel Burner/Boiler Malfunction	C102, C390, C690, C1790, A111, A6011, E111, E121, E1711, E621, L311	Investigate, malfunction
01/23/2017	341 S. Ninth Street	A	Carbon monoxide detector sounding	E121	Investigate, fireplace malfunction
01/24/2017	2089 E. Vista	C	Building fire	C101, A111, A6011, E111, E121, E1711, E621, L311	Extinguishment by fire personnel, s

Incident Date	Incident Location	Shift	Reported Situation	Units Dispatched	Disposition
01/24/2017	1333 Scheuring Road	C	Fire alarm sounding	E111, E121	Investigate, restore fire alarm system
01/24/2017	613 N. Clay Street	A	Building fire	C101, C190, C390, C502, C1890, L311, A111, A112, A6011, E111, E121, E511, E521	Extinguishment by fire personnel, salvage and overhaul
01/26/2017	450 College	A	Fire alarm sounding	E111	Investigate, malfunction
01/26/2017	650 S. Michigan Street	A	Fire alarm sounding	A111, E111	Investigate, malfunction
01/26/2017	650 S. Michigan Street	A	Fire alarm sounding	E111	Investigate, malfunction
01/26/2017	650 S. Michigan Street	A	Fire alarm sounding	C102, E111, E121	Investigate, malfunction
01/27/2017	1117 Suburban Drive	B	Smoke/odor removal	A121, E121	Investigate

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE:	**February 14, 2017**
DEPARTMENT:	**Planning**
FROM:	**Kimberly Flom**
SUBJECT:	**Developer's Agreement Terms with CMR, LLC for property located at the southeast corner of Red Maple Rd and American Blvd (Parcels WD-L479-3, WD-L-179-4, WD-L-179-5-1) ***

ATTACHMENTS:

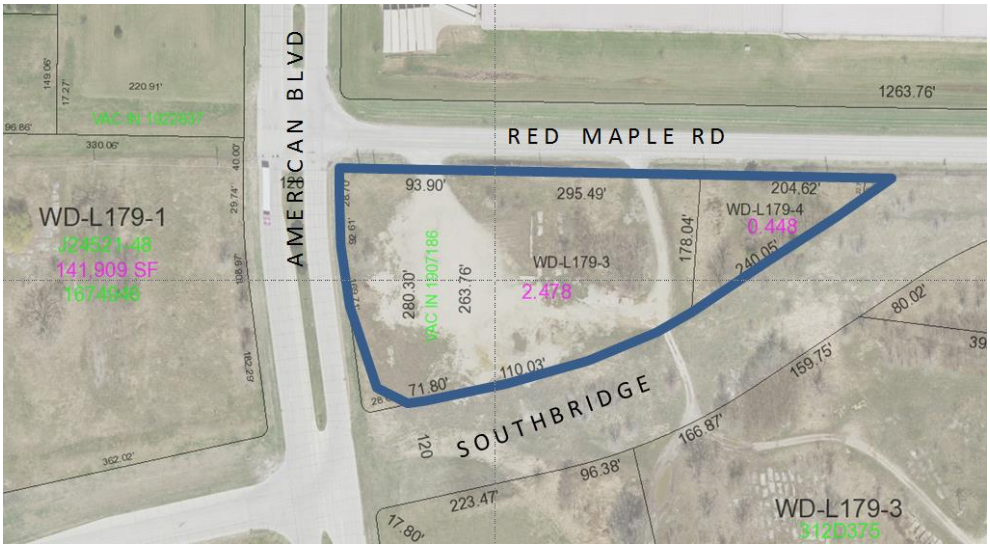
- Battlehouse Ninja Warrior FP DA Memo 2-4-17 (DOCX)

City of De Pere MEMORANDUM

To: Finance & Personnel Committee
From: Kimberly Flom, Economic Development & Planning Director
Date: February 14, 2017

RE: **Developer's Agreement Terms with CMR, LLC for property located at the southeast corner of Red Maple Rd and American Blvd (Parcels WD-L479-3, WD-L-179-4, WD-L-179-5-1).**

The City of De Pere has been working with Mark Soderland, who represents CMR, LLC, on the acquisition and development of city-owned property in the west industrial park. CMR, LLC is interested in acquiring approximately 2.8 acres located at the southeast corner of Red Maple Rd and American Boulevard in order to construct a project that will be leased to 'Big Bull Falls, LLC' for use an indoor recreational building.



Property Location

Big Bull Falls LLC will operate a recreational business 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. The City Council approved the negotiation of a Revolving Loan Fund for Battlehouse in December of 2016. Corresponding loan documents are anticipated to be presented to the Finance/Personnel Committee around the time of construction, which is anticipated to start in spring of 2017.

We propose a TID incentive for this project that includes the following terms:

- Guaranteed Assessed value of $800,000. Project completion (full assessment) by January 1, 2018. PILOT required if Assessed Value falls under $800,000.

- Compliance with all City codes, particularly as related to design standards. Building architecture and landscaping are expected to be of high quality due to the property location along/near the proposed Southern Bridge corridor.
- Acquisition of City property at listed price of $35,000/acre. Final dimension to be determined after CSM completion.
- 19% TID incentive estimated at $108,000. Incentive to be split between a land grant (currently estimated at $100,800) and a developers grant (currently estimated at $52,200).
- Developer Grant to be split into two payments, one at completion of footings and foundation and another at time of certificate of occupancy.

Previously approved TID Incentives for the West Industrial Park typically range from 10% to 25% of guaranteed assessed value. Factors that influenced the terms proposed for this project include:

1) Project is a new business that does not exist in the region and would generate new jobs.
2) Existing property dimensions are not efficient for development.
3) Property has environmental issues. City has been working with the DNR to clean the property to industrial standards through the VPLE program, but the developer will incur additional capping costs in order to construct a commercial building.
4) Request for high quality materials on two sides of the building based on the corner location along the future southern bridge corridor.
5) Project is located in newly created TID #11 which will generate increment until 2034.

The terms for the Developer's Agreement represent one of many reviews required for this project. They include:

- Conditional Use Permit for Indoor Recreation (Plan Commission recommended approval on January 23 – Public Hearing at Council on February 22).
- Developer's Agreement (Finance/Personnel Committee + Council)
- CSM (Plan Commission February 27+ Council March 7)
- Site Plan (Plan Commission anticipate March or April)
- Revolving Loan Fund (Council review in December 2016 + Finance/Personnel anticipated in April or May)

If the terms are approved by the Finance and Personnel Committee, the City will draft a Developer's Agreement that will be reviewed by the Common Council at a future meeting. The Developer's Agreement will not be finalized until the CSM is finished and a preliminary site plan is available.

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 Finance/Personnel Committee Action

MEETING DATE:	**February 14, 2017**
DEPARTMENT:	**Planning**
FROM:	**Kimberly Flom**
SUBJECT:	**Developer's Agreement Terms with Gaming Machine Supply, Inc. For Property Located On The West Side Of American Blvd., just south of American Court (Parcel WD-1379) ***

ATTACHMENTS:

- Gaming Machine Supply FP DA Memo 2-4-17(DOCX)
- GMS Summary 1-2017 (PDF)

City of De Pere
MEMORANDUM

To: Finance & Personnel Committee
From: Kimberly Flom, Economic Development & Planning Director
Date: February 14, 2017

RE: **Developer's Agreement Terms with Gaming Machine Supply, Inc. for property located on the west side of American Boulevard, just south of American Court (Parcel WD-1379).**

The City of De Pere has been working with John Michaud of Gaming Machine Supply, Inc. (GMS), in the acquisition and development of city-owned property in the west industrial park. GMS plans to expand and consolidate two leased facilities in the City of De Pere. They propose to construct a 10,000 square foot building that will include admin/sales offices, warehouse, sales floor, showroom, and shipping and assembly areas for a gaming machine manufacturing and supply company. More details about the property are provided in Appendix A. Preliminary building elevations and a site plan are under preliminary review but a formal site plan application has not been submitted.

Property Location (WD-1379 highlighted in blue)

A TID incentive is proposed for this project and includes the following terms:

- A proposed 10,000 s.f. building (with appropriate façade materials as required by Code) for an assembly and manufacturing use (specifically gaming machine manufacturing and supporting offices)
- Guaranteed Assessed value of $500,000 as of January 1, 2018.
- Compliance with all City codes, particularly as related to design and development standards.
- Acquisition of City property, parcel WD-1379, at listed price of $35,000/acre (estimated 1.491 acres = $52,185).
- Project completion (full assessment) by January 1, 2018
- 12.8% TID Incentive estimated at $63,185. Incentive to be split between a land grant ($52,185) and a developer's grant ($12,000).
- Developer's Grant payment to be disbursed at time of building occupancy.
- PILOT (Payment in Lieu of Taxes) would be required if Assessed Value falls under $500,000.

Previously approved TID Incentives for the West Industrial Park typically range from 10% to 25% of guaranteed assessed value. Factors that influenced the terms proposed for this project include:

1) Project is an existing but expanding business that will be staying in De Pere.
2) Company will be transitioning from leasing a building to owning property.
3) Project is located in newly created TID #11 which will generate increment until 2034.

The terms for the Developer's Agreement included in this memo represent one of several reviews required for this project. They include:

- Rezoning from C-EO-2 to I-B-2 (Plan Commission recommended approval on January 23 – Public Hearing at Council on February 22).
- Developer's Agreement (Finance/Personnel Committee + Council)
- Site Plan (Plan Commission anticipated February)

If the terms are approved by the Finance and Personnel Committee, the City will draft a Developer's Agreement that will be reviewed by the Common Council at a future meeting. The Developer's Agreement will not be finalized until the site plan is approved.

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

Gaming Machine Supply, Inc. Summary

Legal Name: Gaming Machine Supply, Inc. dba/8 Line Supply.

Owners: John Michaud, Tim Splittgerber, Terry Gerbers, Ross Kornowske

Acquired: Gaming Machine Supply, Inc. was formed when the assets of 8 Line Supply were purchased on 3/15/2016.

Current Location: 1755 E. Matthew Drive, DePere, WI 54115 & 1114 Honey Court, DePere, WI 54115. Both locations are leased. GMS will be fully moved into the Honey Court location by 4/1/17. The current facilities will be re-leased to new tenents.

Employment: 6 FTE

Annual Revenue: ~$3MM. The current management team has grown the business significantly in the last 10 months and is actively looking for other growth opportunities, both organic and in-organic. We need the new location to facilitate this anticipated growth.

Operations Summary: 8 Line Supply does light assembly and repair of custom gaming machines. The new facility will house the admin/sales offices, warehouse, shipping, assembly floor and showroom.

Business Summary: 8 Line Supply is the leading on-line distributor of gaming, amusement and coin-operated machines and accessories. In addition to amusement gaming machines, 8 Line Supply provides a full line of accessories including touchscreens, lighting, bill and coin acceptors, LCD monitors, game boards, wire harnesses and more for customers throughout North America and around the world. 8 Line sells the most popular games and brands on the market such as Cherry Master / 8-Liner, Pot-O-Gold, Astro, Banilla Games, IGS, Subsino, AMCOE, Borden, Dyna, Cyberdyne, PAL, and others. Additional information can be found on the website at:**http://www.8linesupply.com.**

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: **February 14, 2017**

DEPARTMENT: **Planning**

FROM: **Kimberly Flom**

SUBJECT: **Main and Lawrence Redevelopment Area/Roundabout and Proposed TID #13 Consultant Agreement ***

ATTACHMENTS:

- Main Lawrence Redevelopment FP Memo 2-4-17 (DOCX)
- TID #13 Proposals (PDF)

City of De Pere
MEMORANDUM

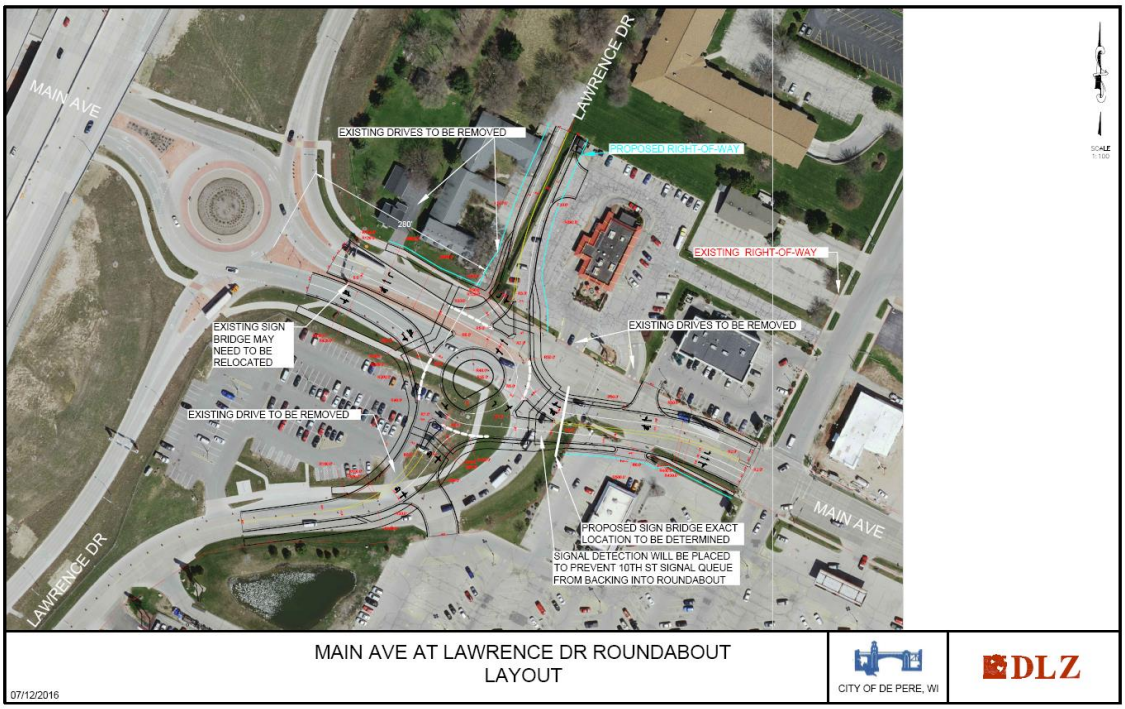
To: Finance & Personnel Committee
From: Kimberly Flom, Economic Development & Planning Director
Date: February 14, 2017

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 Street, 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 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.

The three proposals are attached for review. Staff has reached out to each firm to request additional information to clarify some scope questions and provide additional background. If the Finance/Personnel Committee authorizes staff to pursue the creation of TID #13, a recommended consultant will be provided to the Common Council at the February 22, 2017 meeting.

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

Kimberly T. Flom

From: Fischer, Justin <JFischer@rwbaird.com>
Sent: Friday, January 13, 2017 5:10 PM
To: Kimberly T. Flom
Cc: Ruechel, Brian
Subject: RE: Possible TID work in De Pere WI?
Attachments: General Consulting Services Agreement-De Pere 2017.pdf

Hi Kim,

It was very nice meeting you over the phone this morning and thank you for allowing Baird the opportunity to submit a proposal. Due to our services for TID creation and TIF projects throughout the State for the past 20 years, Baird is familiar with all the components to make a TID successful such as: meeting timing and legislation requirements and forms, communication to the council and community, financial analysis and impact, and funding resources to utilize.

I will serve as the lead contact for this engagement and Brian Ruechel will serve as the secondary contact. Brian and I bring decades of experience in TID development and TIF process. Prior to joining Baird, Brian served over 30 years as Finance Director for the Cities of Green Bay and Manitowoc where he utilized TIF as a main economic development tool. Brian was involved in all aspects of TIF creation, administration, amendments, and terminations. He has presented on the topic at many Wisconsin association conferences and recently served on the Wisconsin Joint Legislative Council committed on revisions to TID legislation.

We look forward to not only working with you on the creation of this TID, but also building a long-term relationship with the City!

Have a great weekend!

Justin A. Fischer
Vice President
Public Finance
Phone (414) 765-3635
Fax (414) 298-7354

BAIRD

From: Viegut, Bradley
Sent: Wednesday, January 11, 2017 3:18 PM
To: Kimberly T. Flom
Cc: Fischer, Justin
Subject: RE: Possible TID work in De Pere WI?

Hi Kim,
Thanks for contacting me. Just before your email came in, I was on the phone with Kristan talking about development Ashwaubenon is working on in TID #5. She mentioned that she gave you my contact information.

Project Summary
City of De Pere
TID #13 Creation Assistance

Attached is a full scope of work (Exhibit A-1) that details the tasks associated with the creation of TID #13 in the City of De Pere. Specific tasks would be completed by SEH with the others completed by the City, their Attorney, and potentially by the City Assessor and City Surveyor.

The goal of this project is to create TID #13 to pay for necessary improvements in the commercial area located east and south of the Hwy 41 and Main Avenue interchange. As part of the project, the exact boundaries will need to be determined, type of district evaluated and recommended, and financial analysis completed. At this time it is the intent of the City to participate in the process by providing staffing for all JRB, Plan Commission and City Council meetings, be responsible for publication and distribution of notices, mapping, cost estimating, and preparation and submittal of Department of Revenue forms and fees.

Tasks to be completed by SEH include:

1. Lead brainstorming session with City Staff to evaluate and consider:
   a. Appropriate Boundaries of TID #13
   b. Appropriate type of TID (Mixed, Industrial, Blight, Redevelopment, Environmental)
   c. Potential development scenarios
   d. Identification of public improvements
   e. Potential need for incentive payments
2. Complete Feasibility Analysis, including recommendations as to boundaries, type of district, and cash flow projections. With this information the City can make a go/no go decision on moving forward with the project.
3. Property Owners meeting. Should a blight or redevelopment district be an option, a property owners meeting is recommended. This will allow the City to get out "ahead of" any potential issues that may arise when the information be made public. In addition, the meeting may identify issues and projects that the City is unaware of, and can be worked into the actual project plan.
4. Draft Project Plan, including Blight Report if needed.
5. Prepare Supplemental Information Packet for the Joint Review Board.
6. Project Coordination. Because of the cooperative nature of the project with City staff completing many parts, there will need to for conference calls and project management activities to ensure that tasks are on schedule. In addition, City staff may wish to have telephone/web meetings to review information before they present to commissions, boards and council.

We anticipate that each task would occur in a linear manner (outside of project coordination which overlaps all tasks) and the City could determine to terminate the process at any point. All other tasks are the City's responsibility.

Fees:

We propose a lump sum fee of $10,000 for tasks 1-6, with an additional $4,500 fee for completing a Blight Report, should it be required. This scope also includes two meetings in the City of De Pere (tasks 1 and 3), with up to three additional phone/web meetings. Additional meetings would be billed at SEH current hourly rates. Travel time and mileage will be billed from our Appleton office, regardless of where staff actually originates from.

The project would be billed in increments of 20 percent when each task (one through five) are completed. Should a Blight Report be required, that fee will be billed with Task 4.

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

By:_____

Its:_____

Robert W. Baird & Co. Incorporated

By: Justin A. Fischer

Its: Vice President, Justin Fischer

EHLERS
LEADERS IN PUBLIC FINANCE

January 23, 2017

Kim Flom, AICP/RLA
Economic Development & Planning Director
City of De Pere
335 South Broadway
De Pere, WI 54115

Dear Kim:

It was a pleasure speaking with you last week. As a follow-up to our conversation I am attaching a brief summary of our firm's qualifications with respect to tax incremental financing, a proposed scope of services and a fee proposal.

It is our understanding that our role would be limited to assessing the financial feasibility of the proposed tax incremental district, preparing the project plan and potentially attending a meeting with impacted property owners. The City would be responsible for all notices, notification, publications, resolutions and meetings related to the statutory creation process, as well as filing the base year packet with the Department of Revenue. Should the City's needs in this regard change, we are able to assist with these tasks as well.

If you have questions, or if there is additional information we can provide that would be helpful, please let me know.

Sincerely,

EHLERS

Todd Taves, CIPMA
Senior Municipal Advisor/
Principal

cc: Dawn Gunderson, CIPMA, CPFO, Senior Municipal Advisor/Vice President, Ehlers
Paula Czaplewski, TIF Coordinator, Ehlers

Firm Qualifications and Overview

Ehlers is an independent municipal advisory firm with offices located in Wisconsin, Minnesota, Illinois and Colorado. Founded in 1955, the firm works in the areas of financial planning, economic development and debt issuance and restricts it practice to serving only local government units. By serving local government exclusively, we are able to remain free of potential conflicts of interest that may arise during developer negotiations or evaluation of economic development proposals.

Ehlers' Wisconsin office is located in Pewaukee and is staffed with eleven advisors and nine support staff. As of December 31, 2015, Ehlers had assisted 182 Wisconsin cities, villages and towns with 733 Tax Incremental District creations or amendments. Some representative clients in Brown County and throughout the state which we have assisted with tax incremental financing include:

- Brown County
  - Village of Allouez
  - Village of Bellevue
  - Village of Denmark
  - Village of Howard
  - Village of Suamico
  - Village of Wrightstown
- Statewide
  - City of Beloit
  - City of Eau Claire
  - City of Fitchburg
  - City of Franklin
  - City of Greenfield
  - City of Janesville
  - City of Lacrosse
  - City of Racine
  - City of Oshkosh
  - City of Sheboygan
  - City of Stevens Point
  - City of Sun Prairie
  - City of Verona
  - City of Wauwatosa
  - City of West Bend

Ehlers' extensive experience working with the Tax Increment Finance law in Wisconsin provides us with the perspective and ability to apply the law in the most advantageous way to help our client communities achieve their economic development objectives. As examples of our recognized expertise, a representative from Ehlers was appointed by the legislature to serve on the recent 2014 Legislative Council Study Committee on the Review of Tax Increment Financing, and Ehlers is routinely consulted by the League of Wisconsin Municipalities and other interest groups as subject matter experts on tax incremental financing.

Ehlers' approach to all projects is to assign two Municipal Advisors to the engagement. This allows us to bring more than one perspective to the project and also ensures that we will have someone available at all times to respond to your needs. If the City elects to engage Ehlers for this work, it will be completed by Todd Taves and Dawn Gunderson. Both Todd and Dawn are Senior Municipal Advisors who bring over sixty combined years of economic development consulting and local government experience to the table.

Ehlers is registered as a Municipal Advisor with the Securities and Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB).

Proposed Scope of Services for City of DePere

Phase I – Feasibility Analysis

The purpose of Phase I is to determine whether or not creation of the proposed tax incremental district (the "Project") is a statutorily and economically feasible option to achieve the City's objectives. This phase begins upon your authorization of this engagement, and ends on completion and delivery of a feasibility analysis report. As part of Phase I services, Ehlers will:

Phase II – Project Plan Development

If the City elects to proceed following completion of the feasibility analysis, the Project will move to Phase II. This phase includes preparation of the Project Plan and begins after receiving notification from the City to proceed, and ends after the Joint Review Board takes action on the Project. As part of Phase II services, Ehlers will:

- Based on the goals and objectives identified in Phase I, prepare a draft Project Plan that includes all statutorily required components.
- We will coordinate with your staff, engineer, planner or other designated party to obtain a map of the proposed boundaries of the district, a map showing existing uses and conditions of real property within the district, and a map showing proposed improvements and uses in the district.
- Submit to the City a draft Project Plan for initial review and comment.
- Make revisions to the Project Plan as needed through the approval process based on comments or changes made by the City's Plan Commission (or CDA) and Common Council.
- Provide advice and updated analysis on the impact of any changes made to the Project Plan throughout the approval process.
- Provide a final copy of the Project Plan for the City's use following receipt of all required approvals.

Compensation and Payment for Services

To provide the City with flexibility in determining how to best use our services in conjunction with those of City staff, we would propose to complete the work based on hourly billing at a rate of $250 per hour. Our total fees will not exceed $7,500 without prior agreement and would only be expected to exceed that amount should the City request our involvement beyond the scope of services we've set forth. For all compensation due to Ehlers, Ehlers will invoice the City for the amount due upon completion of the work. Our hourly fees include our normal travel, printing, computer services, and mail/delivery charges. The invoice is due and payable upon receipt by the City.

City Cost Responsibility

The following expenses are not included in our Scope of Services, and are the responsibility of City to pay directly:

- Services rendered by City's engineers, planners, surveyors, appraisers, assessors, attorneys, auditors and others that may be called on by City to provide information related to completion of the Project.
- Preparation of maps necessary for inclusion in the Project Plan.
- Preparation of maps necessary for inclusion in the base year packet.
- Publication charge for the Notice of Public Hearing and Notices of Joint Review Board meetings.
- Legal opinion advising that Project Plan contains all required elements. (Normally provided by municipal attorney).
- Preparation of District metes & bounds description.
- Department of Revenue filing fee and annual administrative fees.

- Meet with appropriate City officials to identify the City's objectives for the Project and to gather required information.
- Provide feedback as to the appropriateness of using Tax Incremental Financing in the context of the "but for" test.
- Identify preliminary boundaries and gather parcel data from City. Determine compliance with the following statutory requirements as applicable:
    - Equalized Value test.
    - Purpose test (industrial, mixed use, blighted area, or in need of rehabilitation or conservation).
    - Newly platted residential land use test.
- Prepare feasibility analysis report. The report will include the following information, as applicable:
    - Identification of the type or types of districts that may be created.
    - A description of the type, maximum life, expenditure period and other features corresponding to the type of district proposed.
    - A summary of the development assumptions used with respect to timing of construction and projected values.
    - Projections of tax increment revenue collections to include annual and cumulative present value calculations.
    - Qualification of the district as a donor or recipient of shared increment, and projected impact of any allocations of shared increment.
    - If debt financing is anticipated, a summary of the sizing, structure and timing of proposed debt issues.
    - A cash flow *pro forma* reflecting annual and cumulative district fund balances and projected year of closure.
    - A draft time table for the Project.
    - Identification of how the creation date may affect the district's valuation date, the base value, compliance with the equalized value test, and the ability to capture current year construction values and changes in economic value.
    - When warranted, evaluate and compare options with respect to boundaries, type of district, project costs and development levels.
    - Ehlers will provide guidance on district design within statutory limits to creatively achieve as many of the City's objectives as possible, and will provide liaison with State Department of Revenue as needed in the technical evaluation of options.
- Present the results of the feasibility analysis to the City's staff.
- Attend meeting with impacted property owners to discuss the Project as requested and arranged by City staff.

SEH

Building a Better World for All of Us®

January 19, 2017

RE: City of De Pere
Proposal for Tax Increment District #13
Creation Services
SEH No. DEPEW 140379 14.00

Ms. Kim Flom
Economic Development & Planning Director
City of De Pere
335 S. Broadway
De Pere, WI 54115

Dear Ms. Flom:

The City of De Pere is faced with a major challenge in improving access to a vital community shopping area. Access is limited as DOT will not permit direct access. The City has an opportunity to creatively finance this access and other improvements through the creation of TID #13. This will allow for the construction of critical infrastructure in a cost-effective manner that provides revenue to reimburse the City from the development within the TID.

The City is interested in creating TID #13 in the commercial area located east and south of the Hwy 41 and Main Avenue interchange. The goal of the TID is to use increment for infrastructure improvements, specifically a roundabout that would replace the Main Avenue and Lawrence Drive intersection. In addition, your staff is anticipated to complete many of the tasks associated with TID #13 creation, including mapping, cost estimating, and attendance at City Plan Commission, Joint Review Board, and Common Council meetings.

SEH is not a municipal financial advisory firm. We are a multi-disciplined professional services firm with over 80 years of history in assisting communities plan, design and construct infrastructure to serve residential, commercial, downtown and industrial areas. We have an extensive team of professionals who assist with community and economic development efforts including TIF, and will serve as an extension of your staff to ensure the creation of TID#13 is completed in a timely manner.

Thank you for the opportunity to submit a scope of work to assist the City of De Pere in the creation of TID #13. We are pleased to submit a cost estimate and draft abbreviated scope of services for your consideration.

If you have any questions regarding our proposal, please contact David Carlson at 715.720.6249 or dacarlson@sehinc.com.

Sincerely,

David A. Carlson
Principal/Economic Development Finance Professional

Andrew Dane, AICP
Sr. Planner/Sustainability Team Leader

Attachments
c:\users\dacarl~1\appdata\local\temp\notes773ec6\proposal for tax increment dist #13_1.19.17.docx

Scope of Work – City of De Pere
Tax Increment District Creation

Scope separates tasks assigned to either SEH, City, or to both.

TASK	CONSULTANT TASK ASSIGNED TO
1. Brainstorming meeting at City Hall with City staff to identify potential projects, TIF boundaries, and discuss options for type of TID. (Meeting #1)	SEH/City
2. Complete Feasibility Report	SEH/City
a. Feasibility Analysis for TID#13	SEH/City
i. Identify type of possible new TID	SEH/City
1. Blighted area or in need of conservation/rehab, considering maximum vacant area test for the downtown area and	SEH/City
2. Mixed use, considering qualifying residential test, to capture increment from new development	SEH/City
ii. Work with City Staff to identify	SEH/City
1. Potential boundaries of TID #13	SEH/City
2. Potential capital improvements needed to facilitate development	SEH/City
3. Other development incentives that may be required to facilitate development	SEH/City
iii. Produce cash flow projection(s) to show	SEH
1. Any annual shortfalls, if any	SEH
2. Estimated date of closure (i.e., when cumulative revenues exceed expenditures after final capital expenditures are made) – determine if prior to maximum statutory life, depending on type of TID)	SEH
iv. Provide opinion of feasibility for TID #13	SEH
3. Property Owners Meeting to discuss TID mechanics, blight determinations and other issues of potential concern (Meeting #2)	SEH/City
4. Draft Project Plan	SEH/City
a. Identify Projects	SEH/City
b. Identify Blighted Properties for TID #13, if appropriate. Complete Blight Report.	SEH/City
c. Prepare Cost Estimates	City
d. Complete Financial Analysis	SEH
e. Prepare Maps	City
f. Prepare Legal Description	City
g. Complete Draft Project Plan	SEH
5. Meet with Plan Commission for Initial Review of Project Plan (Meeting #3)	City
6. Provide Plan to Attorney for Opinion	City
7. Prepare Notice and Resolutions for Public Hearing of Plan Commission	City

Scope of Work – City of De Pere
Tax Increment District Creation
Continued

TASK	CONSULTANT TASK ASSIGNED TO
8. Mail Notice to Joint Review Board (JRB) Members (City will provide names and contact information)	City
9. Mail Notice to Owners of Property Identified as Blighted (only if type of TID being created is blighted)	City
10. Arrange for publication of Class II Public Hearing notice for Plan Commission and Arrange for publication of Class I JRB notice	City
11. Prepare Joint Review Board Supplemental Information Documentation	SEH
12. Attend Joint Review Board meeting (Meeting #4)	City
13. Attend Plan Commission meeting to participate in Public Hearing and action on Resolution recommending TID Plan adoption and District creation (Meeting #5)	City
14. Coordinate with Owner's Attorney and production of their opinion letter	City
15. Revise Project Plan and prepare Owners adoption resolution	SEH
16. Attend City Council meeting where Project plan is adopted by Owners resolution (Meeting #6)	City
17. Draft Findings and Public Notice for JRB meeting	City
18. Arrange for publication of Class I JRB meeting notice	City
19. Attend Joint Review Board Meeting to review Project Plan and adopt resolution (Meeting #7)	City
20. Prepare Required Dept. of Revenue (DOR) Forms	City
21. Arrange for submittal of TID Plan materials and notification to DOR	City

Costs that will be paid by the City that are not included in the scope of work nor associated fee include:

1. Publication of Notices in the newspaper
2. Cost of Attorney review of TID Plan, as well as production of letter finding compliance with state law
3. Filing fees with the Wisconsin Department of Revenue
4. Any costs associated with the City's assessor providing valuation determinations or other assistance necessary for the completion of this project.
5. Any costs associated with appraisals necessary to provide information related to the 12-percent limit.

City of De Pere, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: **February 14, 2017**

DEPARTMENT: **Information Technology**

FROM: **Kevin Clark**

SUBJECT: **Consider Videography Agreement With Definitely De Pere and St. Norbert College***

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:

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

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:_____

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:_____

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, Wisconsin

Request For Finance/Personnel Committee Action

MEETING DATE: **February 14, 2017**

DEPARTMENT: **Human Resources**

FROM: **Shannon Metzler**

SUBJECT: **Recommendation to approve Service Agreements (Flex, HRA and COBRA) with Employee Benefit Corporation (EBC)*.**

ATTACHMENTS:

- 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)

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 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%.

Dental Benefit	City of De Pere Current	Industry Standard
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

Current	2017 Renewal	Dental Associates
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.

The EBC HRA℠

Employee Benefits Corporation

Plan Adoption and Service Agreement

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 HRA℠ 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

City of De Pere
Legal Name of Organization

39-6005431
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

City of De Pere Section 105 Health Reimbursement Arrangement
Enter the custom or previously established Plan name

530
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

01-01-2012
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):

01-01-2017
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 (5505 : Recommendation to approve Service Agreement with Employee Benefits Corporation (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: UMR (No File feed)

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

0 1 - 0 1 - 2 0 1 7
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 [ ] **%** Single $ [ ] Maximum lifetime rollover amount (00000) [ ] No maximum

Attachment: City of De Pere HRA (5505 : Recommendation to approve Service Agreement with Employee Benefits Corporation (EBC) *)

Plan Design Template 01

With Health Assessment

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:

$ 1000 Single (00000) $ 2000 Limited Family (00000) $ 2000 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.

		From Amount (00000)	*To Amount (00000)*	*% EBC HRA Pays*	*No Benefit Maximum*	*Apply Rollover*	*Apply Additional Benefi*
Single	1st Tier	$ 0	$ 1000	100 %	☐ Yes	☑ Yes	☐ Yes
	2nd Tier	$	$	%	☐ Yes	☐ Yes	☐ Yes
	3rd Tier	$	$	%	☐ Yes	☐ Yes	☐ Yes
	4th Tier	$	$	%	☐ Yes	☐ Yes	☐ Yes
		From Amount (00000)	*To Amount (00000)*	*% EBC HRA Pays*	*No Benefit Maximum*	*Apply Rollover*	*Apply Additional Benefi*
Limited Family	1st Tier	$ 0	$ 2000	100 %	☐ Yes	☑ Yes	☐ Yes
	2nd Tier	$	$	%	☐ Yes	☐ Yes	☐ Yes
	3rd Tier	$	$	%	☐ Yes	☐ Yes	☐ Yes
	4th Tier	$	$	%	☐ Yes	☐ Yes	☐ Yes
		From Amount (00000)	*To Amount (00000)*	*% EBC HRA Pays*	*No Benefit Maximum*	*Apply Rollover*	*Apply Additional Benefi*
Family	1st Tier	$ 0	$ 2000	100 %	☐ Yes	☑ Yes	☐ Yes
	2nd Tier	$	$	%	☐ Yes	☐ Yes	☐ Yes
	3rd Tier	$	$	%	☐ Yes	☐ Yes	☐ Yes
	4th Tier	$	$	%	☐ Yes	☐ Yes	☐ Yes

Attachment: City of De Pere HRA (5505 : Recommendation to approve Service Agreement with Employee Benefits Corporation (EBC) *)

Plan Design Template 02

Without Health Assessment

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:

$ 500 Single (00000) $ 1000 Limited Family (00000) $ 1000 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.

		From Amount (00000)	*To Amount (00000)*	*% EBC HRA Pays*	*No Benefit Maximum*	*Apply Rollover*	*Apply Additional Benefi*
Single	1st Tier	$ 0	$ 500	100 %	☐ Yes	☑ Yes	☐ Yes
	2nd Tier	$	$	%	☐ Yes	☐ Yes	☐ Yes
	3rd Tier	$	$	%	☐ Yes	☐ Yes	☐ Yes
	4th Tier	$	$	%	☐ Yes	☐ Yes	☐ Yes
		From Amount (00000)	*To Amount (00000)*	*% EBC HRA Pays*	*No Benefit Maximum*	*Apply Rollover*	*Apply Additional Benefi*
Limited Family	1st Tier	$ 0	$ 100	100 %	☐ Yes	☑ Yes	☐ Yes
	2nd Tier	$	$	%	☐ Yes	☐ Yes	☐ Yes
	3rd Tier	$	$	%	☐ Yes	☐ Yes	☐ Yes
	4th Tier	$	$	%	☐ Yes	☐ Yes	☐ Yes
		From Amount (00000)	*To Amount (00000)*	*% EBC HRA Pays*	*No Benefit Maximum*	*Apply Rollover*	*Apply Additional Benefi*
Family	1st Tier	$ 0	$ 1000	100 %	☐ Yes	☑ Yes	☐ Yes
	2nd Tier	$	$	%	☐ Yes	☐ Yes	☐ Yes
	3rd Tier	$	$	%	☐ Yes	☐ Yes	☐ Yes
	4th Tier	$	$	%	☐ Yes	☐ Yes	☐ Yes

Attachment: City of De Pere HRA (5505 : Recommendation to approve Service Agreement with Employee Benefits Corporation (EBC) *)

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.

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

Attachment: City of De Pere HRA (5505 : Recommendation to approve Service Agreement with Employee Benefits Corporation (EBC) *)

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

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

City of De Pere

Legal Name of Organization

39-6005431

Federal Employer ID Number (FEIN) (xx-xxxxxx

Number Of Employees

140

Employee Total

120

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)

$ 10 (0000)	$ 20 (0000)	$ 40 (0000)	$ 80 (0000)	$ (0000)	$ (0000)
$ (0000)	$ (0000)	$ (0000)	$ (0000)	$ (0000)	$ (0000)

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

$ 5 (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

Attachment: City of De Pere HRA (5505 : Recommendation to approve Service Agreement with Employee Benefits Corporation (EBC) *)

Fees

EBC HRA Administration

$ 300
First Year Fee (0000)

$ 300
Annual Renewal Fee (0000)

$ 3.00
Monthly Administration Fee (0.00) Per Participant
($50 minimum fee applies)

Benefits Card Administration

$ 0.00
Monthly Administration Fee (0.00) Per Participant

Runout Takeover Administration

$ 3.00
Monthly Administration Fee (0.00) Per Participant
($50 minimum fee applies)

Deductible Credit Administration

There is a $150 processing fee per additional spreadsheet.

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

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.

Attachment: City of De Pere HRA (5505 : Recommendation to approve Service Agreement with Employee Benefits Corporation (EBC) *)

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 HRA℠ 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 Interna 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 enrollmen 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 descendents 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 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.

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 t 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. Tnefits card will not be available to participants during the runout period. All claims made durin 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, 2013Final 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 t 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 relatin 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 Covere 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 Employ 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:

a. 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 Corporatio 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;

b. 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

c. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the appropriate governmental authority.

15.3 Effect of Termination.

a. 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.

b. 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.

c. 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**

M3

Agency/Organization: Name

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

Agency/Organization Street Address

City

State

Zip Code

Cam Asten

Agent/Broker: Last Name

Cindy

First Name

Title

Phone (xxx-xxx-xxxx)

Extension

Fax (xxx-xxx-xxxx)

cindy.vanasten@m3ins.com

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

John Wicker

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 (5505 : Recommendation to approve Service Agreement with Employee Benefits Corporation (EBC) *)

The EBC HRA℠

Employee Benefits Corporation

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.

City of De Pere
Legal Name of Organization

3 9 - 6 0 0 5 4 3 1
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

The EBC HRA℠

Employee Benefits Corporation

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 EBC HRA℠ will cover multiple companies that are part of a controlled group, please complete this Related Employers Form to lis 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

Attachment: City of De Pere HRA (5505 : Recommendation to approve Service Agreement with Employee Benefits Corporation (EBC) *)

The BESTflex℠ Plan
Employee Benefits Corporation

Plan Adoption and Service Agreement

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 BESTflex℠ 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

City of De Pere
Legal Name of Organization

39-6005431
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 — City of De Pere Section 125 Cafeteria Plan
Enter the custom or previously established Plan name

502
Plan Number

Plan Details

○ This is an entirely new Section 125 Plan

◉ This is a continuation of an existing Section 125 Plan — 01-01-2001
Original Effective Date, if known (mm-dd-yyyy)

○ This is a mid-Plan Year takeover of an existing Section 125 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): 01-01-2017
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)	01-01	☐ Accidental Death and Dismemberment Insurance	
☐ Health Savings Account (HSA) contributions		☐ Cancer Insurance	
☑ Dental Insurance	01-01	☐ Accident	
☑ Vision Insurance	01-01	☐ Hospital Indemnity	
☐ Disability		☐ Individual Medical Insurance (retiree only, dental)	
☐ Group Term Life Insurance (up to $50,000/Employee only)		Other: Insurance type name	

Attachment: City of De Pere FSA (5505 : Recommendation to approve Service Agreement with Employee Benefits Corporation (EBC) *)

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

Minimum election amount (0000)

$ 2550 ☐ Statutory Maximum Limit

Maximum election amount (0000)

Dependent Care FSA

$ ____ ☑ No minimum

Minimum election amount (0000)

Individual Billed Insurance Premiums Account

$ ____ ☐ No minimum

Minimum election amount (0000)

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:

Attachment: City of De Pere FSA (5505 : Recommendation to approve Service Agreement with Employee Benefits Corporation (EBC) *)

Eligibility Requirements

Hourly Requirement: 20 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: 3 Months

Runout period for mid-year Participant terminations: 3 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 _____ Date (mm-dd-yyyy)

Employer: Signature

Print Name Title

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

City of De Pere

Legal Name of Organization

3 9 - 6 0 0 5 4 3 1

Federal Employer ID Number (FEIN) (xx-xxxxxx

Number Of Employees

1 4 0 — Employee Total

1 4 0 — 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)

$ 10 (0000)	$ 20 (0000)	$ 40 (0000)	$ 80 (0000)	$ (0000)	$ (0000)
$ (0000)	$ (0000)	$ (0000)	$ (0000)	$ (0000)	$ (0000)

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

$ 5 (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

Attachment: City of De Pere FSA (5505 : Recommendation to approve Service Agreement with Employee Benefits Corporation (EBC) *)

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** payroll
- [ ] Round amounts up, with the residual amount excluded from the **first** payroll
- [ ] Round amounts down, with the residual amount included in the **last** payroll
- [ ] Round amounts up, with the residual amount excluded from the **last** payroll

Fees

BESTflex Plan Administration

$ 450 Annual Fee (0000)

$ 2.50 Monthly Administration Fee Per Participant* (0.00) ($50 minimum fee applies)

Benefits Card Administration

$ 0.00 Monthly Administration Fee (0.00) Per Participant*

(•) Employer pays fees ( ) Employee pays fees

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

$ 2.50 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

*** Participants include:** active elections, COBRA and rollover-only accounts

Invoicing Preference for Fees

(•) Standard ( ) By division

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 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 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. 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 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 descendents 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 services 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 t 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, 2013Final 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 t 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 relatin 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 Covere 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 Employ 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:

a. 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;

b. 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

c. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the appropriate governmental authority.

15.3 Effect of Termination.

a. 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.

b. 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.

c. 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**

M3

Agency/Organization: Name

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

Agency/Organization Street Address | City | State | Zip Code

Van Asten | Cindy | Title

Agent/Broker: Last Name | First Name

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

cindy,vanasten@m3ins.com

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

John Wicker

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 FSA (5505 : Recommendation to approve Service Agreement with Employee Benefits Corporation (EBC) *)

The BESTflex℠ Plan
Employee Benefits Corporation

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.

City of De Pere
Legal Name of Organization

3 9 - 6 0 0 5 4 3 1
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

Attachment: City of De Pere FSA (5505 : Recommendation to approve Service Agreement with Employee Benefits Corporation (EBC) *)

The BESTflex℠ Plan
Employee Benefits Corporation

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 BESTflex℠ Plan will cover multiple companies that are part o a controlled group, please comple this Related Employers Form to lis 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

Attachment: City of De Pere FSA (5505 : Recommendation to approve Service Agreement with Employee Benefits Corporation (EBC) *)

COBRA Secure℠

Employee Benefits Corporation

Service Agreement

For use with Federal COBRA and all State Continuation Admin

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

City of De Pere
Legal Name of Organization

39-6005431
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) 01-01-2017
COBRASecure Effective Date (mm-dd-yyyy)

Number of employees: 120
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: Benefit Advantage
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

Attachment: City of De Pere cobra (5505 : Recommendation to approve Service Agreement with Employee Benefits Corporation (EBC) *)

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

$ 200 Setup Fee (0000)

$ 15.00 Fee per COBRA continuant at time of takeover

$ 1.00 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 reinstatemen 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 archi 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 a 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 Employ 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

State Continuation

- Minnesota – same events as COBRA
- Wisconsin – termination of employment, reduction in hours, death of employee, divorce and annulment

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

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

M3
Agency/Organization: Name

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

Agency/Organization Street Address

City

State

Zip Code

Van Asten
Agent/Broker: Last Name

Cindy
First Name

Title

Phone (xxx-xxx-xxxx)

Extension

Fax (xxx-xxx-xxxx)

cindy,vanasten@m3ins.com
E-mail address (required to receive email copy of signed contracts to client)

John Wicker
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

COBRA Secure℠

Employee Benefits Corporation

Auto-Debit Authorization Form

9.d

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

COBRA Secure℠

Employee Benefits Corporation

Auto-Deposit 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: **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

COBRA Secure℠

Employee Benefits Corporation

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 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 ◯ 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

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

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Attachment: City of De Pere cobra (5505 : Recommendation to approve Service Agreement with Employee Benefits Corporation (EBC) *)

